



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 18, 2020**

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, February 18, 2020 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.

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

III. PUBLIC HEARING

- A. To solicit input on the adoption of the proposed City of Weslaco Southeast Community Revitalization Plan described as approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco is bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South.

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 request from the Weslaco Area Chamber of Commerce to hold the 31st Annual Texas Onion Fest on Saturday, March 28, 2020 at the Mayor Pablo G. Peña City Park, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Los Torritos St. and Westgate and Frontage for two weeks prior to the event, to waive appropriate fees from ordinances associated with event and authorize the Mayor to execute any related documents. (Requested by Weslaco Area Chamber of Commerce.)
- B. Approval of Memorandum of Understanding between The American Red Cross and City of Weslaco in preparing for, responding to, and recovering from emergencies and disasters and authorize the Mayor to execute any related documents. (Staffed by Weslaco Emergency Management.) Attachment
- C. Approval of a Memorandum of Understanding (MOU) with the City of South Padre Island and City of Weslaco for Weslaco Fire Department AmBus operations during Spring Break 2020 at a cost of \$10,500 and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.) Attachment
- D. Approval of a one-year renewal Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.) Attachment
- E. Approval of a Memorandum of Understanding between U.S. Immigration and Customs Enforcement and Weslaco Police Department for assistance with Homeland Security Investigations and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- F. Authorization to purchase 3 CID unmarked 2020 Chevy Malibus from Lake Country Chevrolet with a GoodBuy Purchasing Program contract and 2 Patrol marked 2020 Chevy Tahoe police units from Caldwell Country Chevrolet through BuyBoard BID contract in an amount not to exceed \$174,570 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- G. Authorization to ratify Chief of Police Joel Rivera, PhD, signature on a Memorandum of Understanding (MOU) between Weslaco Police Department (WPD) and the Texas

Department of Public Safety regarding License Plate Reader Information and authorize Mayor to execute any related documents. (Staffed by Police Department.) Attachment

- H. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the Texas Department of Public Safety for the use of the Weslaco Police Department's Shooting Range for Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- I. Authorization of Resolution 2020-08 authorizing the submission to the Office of the Governor's Local Border Security Program (LBSP) Grant application in an amount not to exceed \$160,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- J. Authorization of Resolution 2020-09 authorizing the submission to the Office of the Governor's Criminal Justice Program Grant application in an amount not to exceed \$150,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- K. Authorization of Resolution 2020-10 authorizing the submission to the Office of the Governor's General Victim Assistance Grant Program application in an amount not to exceed \$75,000 with **20% MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- L. Authorization of Resolution 2020-11 authorizing the submission to the Office of the Governor's Juvenile Justice and Truancy Prevention Grant Program application in an amount not to exceed \$80,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- M. Authorization of Resolution 2020-12 authorizing the submission to the Office of the Governor's Rifle-Resistant Body Armor Grant Program application in an amount not to exceed \$5,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- N. Authorization of Resolution 2020-13 authorizing the submission to the Office of the Governor's Texas Conversion to the National Incident-Based Reporting System (NIBRS) Grant application in an amount not to exceed \$500,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

- O. Authorization of Resolution 2020-14 authorizing the submission to the Office of the Governor's Operation Stonegarden Grant application in an amount not to exceed \$230,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to accept the resignation of Diana Fuentes Aguilar from the Weslaco Economic Development Corporation and approve Resolution 2020-15 appointing a member to an unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.) Attachment

VI. OLD BUSINESS

- A. Discussion and consideration to approve Proposal PSF20-013-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$190,800 for the four-year Landfill Post Closure Care Monitoring as stated on RFQ 2019-20-05 and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on February 4, 2020; Staffed by Public Works Department.) Attachment

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing to adopt the proposed City of Weslaco Southeast Community Revitalization Plan described as approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- B. Discussion and consideration to adopt Resolution 2020-16 authorizing the project known as Weslaco Village Apartments as a development that will contribute most significantly to the concerted revitalization efforts of the City of Weslaco- Southeast Community Revitalization Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- C. Discussion and consideration to execute a Utility Easement between Auriel Investments and the City of Weslaco for the construction of a sanitary sewer line for the proposed Harbor Freight development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment

- D. Discussion and authorization to combine Clean Sweep/Census Event on April 18, 2020. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- E. Discussion and consideration for the Final Plat for Harbor Freight Subdivision – A Tract of land containing 4.015 acres being a part or portion out of Farm Tract 137, Block 162, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 726 ft. East of the intersection of Westgate Drive & U.S. Expressway 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- F. Discussion and consideration to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- G. Discussion and consideration on request from Inframark on proposed amendment letter for FY 2019-2020 budget to the Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- H. Discussion and consideration to approve demolition of residential structure at South Cemetery RDF as recommended by Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- I. Discussion and consideration to award a contract for Request for Bids No. 2019-20-10 for Aviation Fuel and Service for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- J. Discussion and consideration on possible dates for a joint workshop with the Weslaco School Board. Possible action. (Staffed by City Manager.)
- K. Discussion and consideration to approve the submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2020-17 for year 33 (2020) and to accept the allocation of approximately \$285,782 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- L. Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute

any related documents. Possible action. (Staffed by City Manager.) Attachment

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 section §551.074 of the Texas Government Code.
- B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- D. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Bridge Avenue and Highway Business 83 as authorized by section §551.072 of the Texas Government Code.
- E. Real Property– Consultation with City Attorney on the acquisition of real property legally described as Lot 16, Block 2, La Paloma De La Sombras Subdivision for the Pleasantview drainage improvements project as authorized by section §551.072 of the Texas Government Code.

- F. Legal Consultation - Consultation with City Attorney regarding Justin Becerra as authorized by section §551.071 of the Texas Government Code.
- G. Legal Consultation - Seek City Attorney opinion regarding service contract with Republic Services as authorized by section §551.071 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 14th day of February, 2020 at 5:00 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:



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3057	
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:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Deacon Sergio Gonzalez from St. Pius X Catholic Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
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: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3064	
From: Rebekah De La Fuente			
Subject: To solicit input on the adoption of the proposed City of Weslaco Southeast Community Revitalization Plan described as approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco is bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South.			
Background: The proposed revitalization plan identifies economic development, affordable housing, transportation and mobility, infrastructure improvements, community facilities, and public safety. The plan includes prioritizing local small business development, improving area streets, attracting new companies and community development organizations, investing in area schools, and re imagining public spaces will lead to the creation of new jobs and the enhancement of the overall standard of living for area residents within the identified area. The proposed revitalization plan will assist the funding application for the reconstruction of Weslaco Village Apartments			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
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): The proposed revitalization plan was presented to the Planning & Zoning Commission on February 5, 2020.			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2019-12	
From:			
Subject: Approval of the request from the Weslaco Area Chamber of Commerce to hold the 31st Annual Texas Onion Fest on Saturday, March 28, 2020 at the Mayor Pablo G. Peña City Park, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Los Torritos St. and Westgate and Frontage for two weeks prior to the event, to waive appropriate fees from ordinances associated with event and authorize the Mayor to execute any related documents. (Requested by Weslaco Area Chamber of Commerce.)			
Background: Annual event sponsored by the Weslaco Area Chamber of Commerce.			
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):			
Myra Ayala Aida Vega Mike Perez Omar Rodriguez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3076
From:		
Subject: Approval of Memorandum of Understanding between The American Red Cross and City of Weslaco in preparing for, responding to, and recovering from emergencies and disasters and authorize the Mayor to execute any related documents. (Staffed by Weslaco Emergency Management.)		
Background: 2020 Update of the Memorandum of Understanding between The American Red Cross and City of Weslaco in preparing for, responding to, and recovering from emergencies and disasters. This will allow Red cross to assist in opening and supporting shelter operations in the city.		
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):		
Melissa Valdez	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: MOU		
Responsibilities upon Approval:		

Memorandum of Understanding

Between

The American Red Cross

and

City of Weslaco, Texas

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") the City of Weslaco, Texas, its lead Emergency Management agency (hereinafter "City of Weslaco Emergency Management"), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and City of Weslaco Emergency Management in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the City of Weslaco to the community and other agencies.

II. Parties

A. City of Weslaco

Texas Government Code Chapter §418.043– Authorizes the Texas Department of Emergency Management to adopt standards and requirements for local and inter-jurisdictional emergency management plans.

Texas Administrative Code Title 37, part 1, Chapter 7, Subchapter B, Rule §7.12 – Specifies requirements for local and inter-jurisdictional emergency management.

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

**For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and

procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to city mayors, county judges, and other local county officials of City of Weslaco and will share operating plans, priorities and objectives with the delegated emergency management staff of the City of Weslaco.

City of Weslaco recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

City of Weslaco recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and City of Weslaco Emergency Management will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the City of Weslaco.
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of the City of Weslaco Emergency Management, provide liaison personnel to City of Weslaco Emergency Management Emergency Operations Center. City of Weslaco Emergency Management Agency will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. City of Weslaco Emergency Management will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information

sharing and reporting with City of Weslaco Emergency Management.

6. The City of Weslaco's Emergency Management will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement called "Facility Use Agreement" with the facility owner.
7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the City of Weslaco will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the City of Weslaco Emergency Management and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within City of Weslaco.
12. City of Weslaco Emergency Management recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, City of Weslaco Emergency Management will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written per City of Weslaco/American Red Cross to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

14. The Red Cross will support City of Weslaco in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and City of Weslaco Emergency Management departments and administrative offices and urge full cooperation.
17. Regarding the provision of security personnel at a mass care facility:
 - a. (Initial) Yes, City of Weslaco will provide security personnel (peace officer).
 - b. (Initial) No, City of will not assign security personnel (peace officer).

IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective as of February 03,2020. It expires on February 03,2025. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

VI. Miscellaneous

MOU Between: The American Red Cross and City of Weslaco, TX

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

City of Weslaco Emergency
Management

The American Red Cross

By: _____
(Signature)
Name: David Suarez
Title: Mayor

By: _____
(Signature)
Name: Lina Mendez Romero
Title: Disaster Program Manager

Date: _____

Date: _____

Contact information
Telephone: (956)968-3181
E-mail: david.suarez@weslacotx.gov

Contact information
Telephone: (956) 607-4100
E-mail: Lina.Mendezromero@redcross.org



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3088	
From:			
Subject: Approval of a Memorandum of Understanding (MOU) with the City of South Padre Island and City of Weslaco for Weslaco Fire Department AmBus operations during Spring Break 2020 at a cost of \$10,500 and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.)			
Background: A six (6) paramedic team staffed AmBus for three 12 hour operational periods March 12,13,14, 2020. City of SPI will pay \$10,500 for the 12 hour periods, 3 day operation.			
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):			
Antonio Lopez Antonio Lopez Vidal Roman Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: MOU SPI			
Responsibilities upon Approval:			



**MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND
RESPONSIBILITIES OF THE CITY OF SOUTH PADRE ISLAND AND THE
WESLACO FIRE DEPARTMENT IN REGARDS TO THE PROVISION OF
MOBILE INTENSIVE CARE UNIT AMBULANCES**

This Memorandum of Understanding (MOU) is entered into, by and between the City of South Padre Island, hereinafter referred to as the (SPI), a political subdivision of the State of Texas and Weslaco Fire Department, hereinafter called the (WFD), collectively, (Parties), to define the roles and responsibilities of the Parties in regards to the provision of Mobile Intensive Care Unit (AmBus).

WITNESSETH

WHEREAS, The SPI Fire Department anticipates the potential for increased ambulance coverage during the period from March 12th to March 14th, 2020; and,

WHEREAS, The WFD, a Texas licensed EMS, agrees to make available the AmBus staffed with 6 paramedics; and,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. PURPOSE

WFD, a Texas licensed EMS provider' will provide the AmBus (staffed with 6 paramedics) to South Padre Island (SPI), Texas from March 12th to March 14th 2020. If other obligations emerge during this timeframe, SPI will coordinate to the best of its ability and acceptable service provision schedule.

ARTICLE 2. TERM

This MOU shall be in effect from March 12th to March 14th 2020. The MOU may be terminated immediately by either party upon the provision of written notice to the other party.

ARTICLE 3. RESPONSIBILITIES OF CITY

- A. SPI Fire Chief will coordinate the appropriate work schedules between WFD and the SPIFD.
- B. SPI will allow WFD personnel to utilize SPIFD facilities to rest during downtime.
- C. SPI will provide one portable radio (if necessary) for communication between SPIFD command, the EOC, and SPI Dispatch.
- D. Pursuant to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), SPI will make payment within thirty (30) days of the City's receipt of the invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

ARTICLE 4. RESPONSIBILITIES OF WFD

- A. WFD will provide the AmBus staffed with Paramedic personnel to be utilized at the discretion of the SPIFD.
- B. The AmBus will be available to respond to any request for service within SPI.
- C. The AmBus will cover 8 to 10 hour shifts as set by the SPIFD.
- D. WFD will be responsible for fuel, repairs, and supplies used while providing service to the city.
- E. WFD will invoice SPI at the rate of \$3,500 per day for the staffed AmBus.

ARTICLE 5. INSURANCE OF THE PARTIES

- A. Evidence of Insurance for SPI attached as Exhibit A, if required.
- B. Evidence of Insurance for WFD attached as Exhibit B, if required.

ARTICLE 6. INDEMNITY

WFD shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and

against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this MOU but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by WFD or WFD's agent, consultant under contract, or another entity over which WFD exercises control (whether active or passive) of WFD or its employees, agents or sub-contractors (collectively referred to as "Indemnitors") (ii) the failure of WFD to comply with any of the paragraphs herein or the failure of WFD to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this MOU. WFD expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of WFD, or any of its sub-contractors, as provided above, for which WFD's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require WFD to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this MOU shall survive the expiration of this MOU and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this MOU but thereafter so long as any liability could be asserted in regard to any acts or omissions of WFD in performing Services under this MOU.

ARTICLE 7. AMENDMENTS

1. Either party can request an amendment to this MOU by giving fourteen (14) days written notice. The amendment becomes effective only by the approval and signature of both parties.
2. All notices pursuant to this MOU shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:

If to WFD:

ARTICLE 8. GOVERNING LAW

The laws of the State of Texas shall govern this MOU and all obligations hereunder of the parties are performable in South Padre Island, Texas. Venue for any legal proceeding is Cameron County, Texas.

ARTICLE 9. NON-ASSIGNMENT

This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the City nor WFD shall assign any duty of this MOU, excepting those already identified herein, without written consent of the other.

ARTICLE 10. SEVERABILITY

Should any provisions of this MOU for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 11. RELATIONSHIP OF PARTIES

Nothing contained in this MOU shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this MOU nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this MOU.

ARTICLE 12. ENTIRETY OF MOU

This is the entire MOU between the parties and no modification of this MOU shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR THE SPIFD HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS MOU,

EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED
BY THE CITY OF SOUTH PADRE ISLAND CITY COUNCIL.

ARTICLE 13. EFFECTIVE DATE

The effective date of this MOU is _____, 2020.

CITY OF SOUTH PADRE ISLAND

WFD

City Manager

ATTEST:

City Secretary



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3096	
From:			
Subject: Approval of a one-year renewal Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.)			
Background: A total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. (a) Continue the Advanced Education Pre-Hospital Education Program for the City's Fire Department. (b) Plan, develop, and coordinate in-service training for EMS personnel. (c) Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry. (d) Provide in house certification courses for personnel. (e) Conduct monthly training and review of protocols. (f) Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel			
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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 2020 Weslaco Advanced Education Consultant Contract			

Responsibilities upon Approval:
--

ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this "Agreement") is made this ____ day of _____ 2020, between Armando A. Martinez (the "Consultant") and _____ The City of Weslaco (the "City").

WHEREAS, the City wishes to engage the services of the Consultant to perform for the City consulting services regarding EMS Training and Continuing Education. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the Consultant wishes to assist the City in the development of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

1. **Term.** The respective duties and obligations of the parties hereto shall commence on _____, 2020 and shall continue thereafter until _____, 2020 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation's policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any of its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, Corporation agrees to pay Consultant a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
 - (a) **Continue the Advanced Education Pre-Hospital Education Program for the City's Fire Department.**
 - (b) **Plan, develop, and coordinate in-service training for EMS personnel and dispatch.**
 - (c) **Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry.**
 - (d) **Provide in house certification courses for personnel.**
 - (e) **Review monthly training and protocols.**
 - (f) **Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.**
5. **Confidentiality.** Consultant recognizes and acknowledges that he may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. Consultant agrees that , during the term of this Agreement and for a period of six (6) months after the termination of the same, he will not, without the prior written consent of City, disclose or authorize or permit anyone under his direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to Consultant and Consultant shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.

7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in _____ County, Texas.

EXECUTED this _____ day of _____, 2020

_____ City,

BY: _____

NAME: _____

TITLE: _____

Armando A. Martinez

Consultant

BY: _____

NAME: **Armando A. Martinez**

TITLE: **Consultant**



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3068
From:		
Subject: Approval of a Memorandum of Understanding between U.S. Immigration and Customs Enforcement and Weslaco Police Department for assistance with Homeland Security Investigations and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: Request approval for the MOU between U. S. Immigration and Customs Enforcement Homeland Security Investigations and Weslaco Police Department. The purpose of this MOU is to assist HSI when they determine that it is desirable for certain sworn law enforcement employees of Weslaco Police Department to perform certain HSI duties.		
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: Previously reviewed on Tuesday, June 5, 2018 at the City Commission Regular Meeting.		
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 Approved New
City Manager Comments: Approve.		
Staff Recommendation: Recommend Approval		
Attachments, if any: MOU US ICE HSI with City of Weslaco PD 01.30.2020		
Responsibilities upon Approval: Chief Joel Rivera will sign Two (2) copies of the MOU and Weslaco Police Department will process accordingly and execute documents properly.		

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

Weslaco Police Department

regarding

**THE DESIGNATION OF Weslaco Police Department EMPLOYEES
AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Weslaco Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Texas Law, as applicable.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Weslaco Police Department.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted); *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Weslaco Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Weslaco Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

Weslaco Police Department agrees:

- a. That only sworn law enforcement officers of Weslaco Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and Weslaco Police Department.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI McAllen

Name: Maria Michel-Manzo

Title: Assistant Special Agent in Charge

Address: 5901 S. International Parkway

McAllen, Texas 78503

Telephone Number: (956) 984-6901

Fax Number: (956) 984-6917

E-mail Address: Maria.Michel-
Manzo@ice.dhs.gov

Weslaco Police Department:

Name: Robert De La Cerda

Title: Captain

Address: 901 N. Airport Dr.

Weslaco, Texas 78596

Telephone Number: (956) 650-0941

Fax Number: (956) 968-4043

E-mail Address: RDeLaCerde@weslacotx.gov

- 7. OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

- 8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.
- 9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.
- 10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Shane M. Folden
Special Agent in Charge
Homeland Security Investigations
U.S. Immigration and Customs Enforcement

Joel Rivera
Chief of Police
Weslaco Police Department

Date: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3071	
From: Joel Rivera			
Subject: Authorization to purchase 3 CID unmarked 2020 Chevy Malibus from Lake Country Chevrolet with a GoodBuy Purchasing Program contract and 2 Patrol marked 2020 Chevy Tahoe police units from Caldwell Country Chevrolet through BuyBoard BID contract in an amount not to exceed \$174,570 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable): General Budget			
Amount: \$174,570.00	Term of Impact: 12	Identified in Current Budget: No	
Additional Action Prompted: Budget Amendment			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval: Police Department will price out vehicles through cooperative contracts. three CID units with emergency lighting and two patrol units with emergency lighting.			



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3089	
From: Joel Rivera			
Subject: Authorization to ratify Chief of Police Joel Rivera, PhD, signature on a Memorandum of Understanding (MOU) between Weslaco Police Department (WPD) and the Texas Department of Public Safety regarding License Plate Reader Information and authorize Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The LPR Database shall consist of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.			
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):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: License Plate Readers User Agreement Weslaco Police Department and DPS			
Responsibilities upon Approval:			

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIME RECORDS SERVICES

LICENSE PLATE READER (LPR) USER AGREEMENT

This document constitutes a User Agreement which sets forth the duties and responsibilities of the User Agency in order to gain access to the Texas Automated License Plate Reader (LPR) Database administered by the Texas Department of Public Safety (TXDPS). The User Agency shall be a criminal justice or law enforcement agency.

USER AGENCY: City of Weslaco c/o Weslaco Police Department

ADDRESS: 901 N. Airport Dr. Weslaco, Texas 78596

The LPR Database shall consist of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.

A. USER AGENCY RESPONSIBILITIES

1. The User Agency may only access and use LPR information for official criminal justice purposes. LPR information shall not be accessed or used for any other purpose.
2. The User Agency shall allow TXDPS to share the User Agency's data contributed to the LPR Database with other authorized criminal justice or law enforcement agencies.
3. The User Agency shall provide its own internet connectivity and maintenance which meets Criminal Justice Information Services (CJIS) Security Policy requirements.
4. The User Agency shall retain sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to the LPR Database.
5. The User Agency shall, at will and at any time, update, correct, or delete the information that it contributes to the LPR Database.
6. The User Agency has the sole responsibility to ensure that the information it contributes to the LPR Database was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency.
7. The User Agency has sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into the LPR Database, including but not limited to the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code Ch. 730).
8. The User Agency shall duly report to TXDPS, in writing, any instance in which LPR information is used in an unauthorized manner. Such notice shall be provided immediately, but no later than three (3) calendar days of when the User Agency first learned of the unauthorized use.
9. The User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to the LPR Database.
10. The User Agency is solely responsible for the actions or omissions of its employees and officers.
11. The User Agency shall permit access to the LPR Database only to individual users who meet standard Texas Law Enforcement Telecommunications System (TLETS) credentials.

B. GENERAL TERMS

1. TXDPS shall notify the User Agency if it receives a challenge to or reasonable question about the accuracy of the information submitted by the User Agency in the LPR Database.
2. The minimum retention period for information to remain in the LPR Database shall be five (5) years, unless the User Agency indicates to TXDPS that a shorter retention period is required.
3. TXDPS will provide system training to the LPR Database users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability shall be incurred by TXDPS by virtue of this User Agreement beyond monies available to it for the purpose of fulfilling this User Agreement.
4. TXDPS reserves the right to immediately suspend service to the User Agency or an individual user when applicable policies are violated. Service may be reinstated, in TXDPS' sole discretion, upon receipt of satisfactory assurance that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency.
5. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine the User Agency's compliance with standards and requirements associated with TLETS, Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC), and of this User Agreement throughout the term and for a period of four (4) years after the termination of this User Agreement. The User Agency shall maintain records regarding the use and dissemination of information in the LPR Database and shall provide such records to TXDPS immediately upon its request.
6. Any waiver of any breach or default of this User Agreement by TXDPS shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

C. DURATION AND TERMINATION

1. This User Agreement is effective upon the date it is signed by the User Agency and shall remain in effect until terminated by TXDPS or the User Agency.
2. This User Agreement may be terminated at any time upon the mutual written consent of TXDPS and the User Agency.
3. TXDPS or the User Agency may terminate this User Agreement for convenience upon thirty (30) calendar days written notice to the other party.
4. TXDPS may terminate this User Agreement if the User Agency fails to comply with any provision of this User Agreement or is otherwise in default by providing written notice to terminate, which termination shall become effective immediately upon the User Agency's receipt of the notice.
5. In no event will termination by TXDPS give rise to any liability whatsoever on the part of TXDPS.
6. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information by the User Agency as described in this User Agreement shall survive any termination.

D. NOTICES AND CONTACTS

The User Agency shall direct all correspondence to TXDPS regarding this User Agreement to the following address:

Texas Department of Public Safety
Law Enforcement Support Division
Attention: LPR Quality Control Analyst
P.O. Box 4143
Austin, Texas 78765-4134
Telephone: (512) 424-5542
Email: TCIC.Operations@dps.texas.gov

TXDPS shall direct all correspondence to the User Agency regarding this User Agreement to the following address and contact person designated by the User Agency. The User Agency shall notify TXDPS within ten (10) calendar days of any change in this information:

Name: Weslaco Police Department Chief, Dr. Joel Rivera

Address: 901 N. Airport Dr.

City, State, Zip: Weslaco, Texas 78596

Telephone: 956-968-8591

Fax: 956-969-0762

Email: Joel.Rivera@weslacotx.gov

Notices to the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail; or (iii) when received if sent by confirmed fax or confirmed email.

In WITNESS WHEREOF, the signatory for the User Agency hereby represents and warrants that it has full and complete authority to sign this User Agreement on behalf of the User Agency.

USER AGENCY:

Signature: _____

Printed Name: Joel Rivera

Title: Chief of Police

Date: _____



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3091	
From: Joel Rivera			
Subject: Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the Texas Department of Public Safety for the use of the Weslaco Police Department's Shooting Range for Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Request for the City Commission to approve the Interlocal Cooperation Act between the City of Weslaco Police Department (WPD) and the Texas Department of Public Safety. WPD will provide the Shooting Range and training facility, which will be utilized in the service of crime prevention and for law enforcement purposes.			
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		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Weslaco Police Department recommends approval			
Attachments, if any: Contract_Interlocal Cooperation Act Agreement_Texas Department of Public Safety			
Responsibilities upon Approval: Upon approval, please provide executed signatures on the agreement and forward to Weslaco Police Department.			

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN
THE CITY OF WESLACO, TEXAS BY AND THROUGH
THE WESLACO POLICE DEPARTMENT
AND THE TEXAS DEPARTMENT of PUBLIC SAFETY
FOR SHOOTING
RANGE USE AND TRAINING**

This Agreement is entered into, by and between the City of Weslaco, a home rule municipality (City) by and through the City of Weslaco Police Department (WPD) and the Texas Department of Public Safety (DPS), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, the Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City, for the purposes of performing functions of law enforcement through the WPD, has a shooting range and training facility (Range);

WHEREAS, the DPS has a need for use of the Range which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the WPD and the DPS are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the WPD and the DPS have heretofore entered into this Agreement providing for

the use of the Range by the DPS for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the City, WPD and the DPS hereby agree as follows:

1. The WPD will share and allow use of its Range to the DPS for use in training related to law enforcement purposes under the following terms and conditions:

- a. DPS shall schedule use of the Range at a mutually agreeable time and date.
- b. DPS shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
- c. DPS accepts the Range facility in "as-is" condition and acknowledges that the City and the WPD make no warranty in any manner as to the fitness of the facility for any specific purpose.
- d. The Range is the property of the City and WPD and use of said Range is subject to the policies, rules and procedures established by the WPD as set forth in Exhibit "A".
- e. DPS shall use the Range solely in the service of crime prevention and for law enforcement purposes, such as training.
- f. DPS shall be solely responsible for any injuries or damages to persons or property when the Range is used by its employees, assigns, contractors or any other authorized personnel using the Range.
- g. DPS shall waive any and all actions or causes of action for injury or damage as a result of their use of the Range as set forth in the executed Waiver Agreement, attached as Exhibit "B" and incorporated by reference, prior to any scheduled use of the Range.

2. To the extent permitted by the laws of the State of Texas, DPS, its predecessors, successors and

assigns hereby release, relinquish, and discharge the City , WPD, their predecessors, assigns, legal representatives, and former, present and future agents, employees, directors and officers from any liability arising out of the use of the Range for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range as set forth in Exhibit "B".

3. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Hidalgo County, Texas.
4. The City and WPD will receive no compensation from the DPS for any facility sharing or use of the Range pursuant to this Agreement.
5. This Agreement may be terminated by either party without cause upon thirty (30) day written notice of intent to terminate
6. This Agreement is executed in duplicate copies, each of which shall have the full force and effect of an original, to be effective as stated herein, but ministerially signed on the date indicated below.

CITY OF WESLACO:

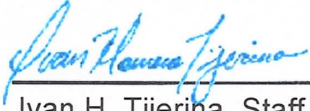
David Suarez, Mayor
Date

WESLACO POLICE DEPARTMENT:

Joel Rivera, Chief of Police

Date

DEPARTMENT of PUBLIC SAFETY:



Ivan H. Tijerina, Staff Lieutenant THP-TMU
Authorized Representative

Date 01/30/2020

APPROVED AS TO FORM:
City Attorney

Juan E. Gonzalez

Date

ATTEST: City Secretary

Myra Ayala
Date

EXHIBIT "A"

WESLACO POLICE DEPARTMENT
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Range Masters.
12. No one should be on the firing line except those firing.
13. All Electronic devices, including but not limited to cell phones, that can distract shooters will not be permitted on the firing line, unless authorized by the Range Master as part of the training.
14. All outside agency firearm instructors must check in with Weslaco Police Department Staff prior to commencing training.
15. All incidents and injuries at the Weslaco Police Department firing range must be reported immediately to Staff.
16. These rules apply to all personnel regardless of rank or agency.

Weslaco Police Department: 968-8591
Emergency: 9-1-1

EXHIBIT "B"

Waiver Agreement For Use of Weslaco Police Department Shooting Range

I, _____, certify that I am over the age of eighteen (18) and waive, hold harmless and indemnify the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors and anyone else acting under its authority in the operation of their Range as follows:

I am fully aware of any and all risks associated with the above-mentioned undertaking and fully and unequivocally assume all risks which may include, but are not limited to injury and/or death and injury and or damage to real and personal property.

I fully understand and agree that I will use the Range in an "as is" condition. The City of Weslaco and the Weslaco Police Department expressly disclaims any and all warranties including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring as a result of my use of the Weslaco Police Department Range. I hereby release, waive, discharge and relinquish any actions or causes of action aforementioned which may hereafter arise for me, my assigns, former, present or future agents, personal representatives, family or estate and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the City of Weslaco, the Weslaco Police Department or any of its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any said cause of action, whether the same shall arise by my negligence or the negligence of any said persons, or otherwise. It is my intent by signing this waiver to exempt and release, indemnify and hold harmless the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any personal injury, property damage or wrongful death.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: 
Print Name: John Alexander
Agency: Texas Department of Public Safety
Address: 2525 N. International Blvd
Weslaco, TX 78599

Date: 1-30-2020
Phone: 956-457-4775

Signature: _____
Weslaco Police Department Representative

Date: _____ Witness: _____



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3040	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-08 authorizing the submission to the Office of the Governor's Local Border Security Program (LBSP) Grant application in an amount not to exceed \$160,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.			
Funding Source (budget code, if applicable): Office of the Governor			
Amount: \$160,000.00	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
If item previously considered, provide date and action by Commission: Continuing Grant. Weslaco Police Department will pay for Overtime and purchase an AFIS System.			
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: BL-Local Border Security Program Announce FY2021 03-12-20, R2020-08			
Responsibilities upon Approval:			

Police Department will ensure grant compliance and finance department will submit Financial Status Reports.



Office of the Governor, Public Safety Office Homeland Security Grants Division Funding Announcement: FY2021 Local Border Security Program (LBSP)

Purpose

The Homeland Security Grants Division (HSGD) is soliciting grant applications under the Local Border Security Program (LBSP) for projects that support Operation Border Star during state fiscal year 2021.

Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1. Increase the effectiveness and impact of Steady State and Surge Operations.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of air operations mission planning and prioritization.
9. Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
10. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12. Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 20 for Trusted Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. Units of local government; and

2. Federally Recognized Native American tribes.
3. Eligible applicants must be located within a County within one of the six DPS Joint Operations and Intelligence Centers (JOIC) Regions including:
 - a) **El Paso JOIC** – El Paso County.
 - b) **Coastal Bend JOIC** – Aransas County, Bee County, Calhoun County, Dewitt County, Goliad County, Gonzales County, Guadalupe County, Jackson County, Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.
 - c) **Marfa JOIC** – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.
 - d) **Del Rio JOIC** – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.
 - e) **Laredo JOIC** – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.
 - f) **Rio Grande Valley JOIC** – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Application Process

Applicants must access the Office of the Governor’s eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. Additional requirements are included within the online application.

Note for All Applicants: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and the IRS W9 Form for each application prior to submission. The eGrants system will not allow an application to be submitted until these forms are attached to the application. These forms are available for download from eGrants at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of “Forms and Guides” or from the “Forms” link on the Profile/Grant.Vendor tab within the grant application.

Key Dates

Action	Date
Funding Announcement Release	01/10/20
Online System Opening Date	01/10/20
Final Date to Submit and Certify an Application	03/12/20 at 5:00pm CST

Project Period

Projects selected for funding must begin on or after September 1, 2020 and expire on or before August 31, 2021.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. PERSONNEL - OVERTIME

- a) Overtime for increased patrol and/or investigative capacity for certified peace officers.
- b) Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in border security operations, such as Jailer overtime, or Communications Officer/Dispatcher overtime, necessary to maintain a safe Officer to Dispatcher ratio.
- c) Overtime for non-exempt administrative personnel supporting border security grants.
- d) Overtime for law enforcement support and administrative personnel should be limited and anything greater than 10% may not be funded or may require significant additional data and justification.
- e) Applicants must provide a copy of the local overtime policy as approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must:
 - i. Clearly describe how overtime will be calculated;
 - ii. Be consistent with the agency's local overtime policy;
 - iii. Treat overtime for grant-paid personnel the same as non-grant paid personnel.
- f) Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:
 - i. OT is time actually worked that exceeds the required number of hours during an employee's designated work period, as per grantee's policies and procedures.
 - ii. OT must be worked to support border security operations.
 - iii. The project OT rate shall be no more than one-and-one-half (1.5) times the employee's regular pay rate.
 - iv. Exempt salaried employees working border security operations may be reimbursed for overtime only if the grantee's overtime policy specifically allows for this.
 - v. HSGD will only reimburse the grantee for OT that does not exceed a total of 16 hours worked (regular plus OT) during any 24-hour period.

2. PERSONNEL - REGULAR or STRAIGHT-TIME

- a) Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "surge."
- b) Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- c) Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.

d) Regular time for administrative personnel supporting border security grant activities.

3. **EQUIPMENT:** Costs for equipment, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during border security operations.

4. **SUPPLIES and DIRECT OPERATING EXPENSE:** Certain operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services pre-approved by the HSGD that are critical to success of the program.

- a) The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which grant-funded staff are working.
- b) Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
- c) Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.
- d) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.

Program-Specific Requirements

1. Eligible applicants must agree to perform the following activities:

- a) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
- b) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- c) Report significant border-related events that occur during each 24-hour period.
- d) Conduct enhanced law enforcement patrolling activities.
- e) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- f) Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- g) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- h) Conduct Steady State operations and respond to calls for service.
- i) Integrate air, ground, marine, and remote operations.

2. Eligible applicants must agree to submit the daily Border Incident Assessment Report (BIAR).

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities. Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

Eligibility Requirements

1. Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may **not** be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. backfill costs for personnel participating in operations;
5. vehicles or equipment for government agencies that are for general agency use;
6. weapons, ammunition, tasers, or explosives;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. construction;
15. medical services;
16. legal services for adult offenders; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement. HSGD will make all final funding decisions as described below.

Peer/Merit Review: Applications will be reviewed by HSGD staff in consultation with DPS Regional JOIC representatives. Funding decisions will be based on eligibility and operational content, which includes, but is not limited to, the following:

1. Compliance - Past compliance with grant requirements, reporting, and information sharing.
2. Performance – Impact and effectiveness of the Applicant’s participation in previous border security operations or activities, and effectiveness in using grant funds awarded for border security.

3. Risk – The Applicant’s need as indicated by data available on border-related criminal activity, population, number of officers, and other factors.
4. Other Funding – The Applicant’s history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Final Decisions – All Projects: The Executive Director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, HSGD or state government priorities and strategies.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-08

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Local Border Security Program be operated for the fiscal year 2020 through 2021; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - Homeland Security Grants Division Local Border Security Program grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Local Border Security Program to the Office of the Governor.

Grant Number: **3407204**

Passed and Approved this 18th of February 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3041	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-09 authorizing the submission to the Office of the Governor's Criminal Justice Program Grant application in an amount not to exceed \$150,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system. The Weslaco Police Department will use grant funding to purchase crime scene and crime accident reconstruction technology.			
Funding Source (budget code, if applicable): Office of the Governor			
Amount: \$150,000.00	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
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:			
Attachments, if any: DJ-Criminal Justice Program, FY2021 DUE 02-27-20			
Responsibilities upon Approval:			



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***Criminal Justice Program, FY2021***

Purpose

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

Available Funding

Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	12/13/2019
Online System Opening Date	12/13/2019
Final Date to Submit and Certify an Application	02/27/2020 at 5:00pm CST
Earliest Project Start Date	10/01/2020

Project Period

Projects must begin on or after 10/01/2020 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement;
2. Prosecution;
3. Crime Prevention;
4. Corrections and community corrections;
5. Reentry;
6. Behavioral Health; and
7. Assessment and Evaluation;

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

Program Specific Requirements

Local Government Certification of Compliance with 8 U.S.C. 1373 and 1644. Applicants will be required to submit a Certification of Compliance with 8 U.S.C. § 1373 & 1644 signed by the Chief Legal Officer.

Eligibility Requirements

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as

the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Costs associated with implementing the National Incident-Based Reporting System (NIBRS) (agencies seeking funds for NIBRS projects should apply for funding under the NIBRS funding announcement);
7. Automated license plate readers, cell-site simulators, drones, or other surveillance equipment that may infringe upon the civil liberties of Texans;
8. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under Homeland Security and Grants Division funding announcements)
9. Law enforcement equipment that is standard department issue;
10. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
11. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
12. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
13. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

1. For eligible local and regional projects:
 - a. Applications will be forwarded by CJD to the appropriate regional council of governments (COG).
 - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
 - c. CJD will accept priority listings that are approved by the COG's executive committee.
 - d. CJD will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2. For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3042	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-10 authorizing the submission to the Office of the Governor's General Victim Assistance Grant Program application in an amount not to exceed \$75,000 with 20% MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. The Weslaco Police Department will apply for grant funding to continue to have our Crime Victim's Coordinator services.			
Funding Source (budget code, if applicable): Crime Victims Coordinator Grant 3814602			
Amount: \$75,000.00		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
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: VOCA General Victim Assistance Grant Program, FY2021 Due 02-27-20, R2020-10 FY2021 Crime Victim Coordinator Grant 3814602 Resolution			
Responsibilities upon Approval: The Police Department will ensure grant compliance and the finance department will submit financial status reports.			



Office of the Governor, Public Safety Office

Criminal Justice Division

Funding Announcement: ***General Victim Assistance Grant Program, FY2021***

Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- 1) responding to the emotional and physical needs of crime victims;
- 2) assisting victims in stabilizing their lives after a victimization;
- 3) assisting victims to understand and participate in the criminal justice system; and
- 4) providing victims with safety and security.

Available Funding

Federal funding is authorized for these projects under the Victims of Crime Act of 1984 (VOCA) as amended and codified in 34 U.S.C. §20103, and under the Violence Against Women Act of 2013 Pub. L. No. 113-4 (VAWA 2013). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

Additionally, per 28 CFR §94.112 (b), organizations applying to receive VOCA fund must 1) have a demonstrated record of effective direct services and 2) substantial financial support from sources other than the Crime Victims Fund.

Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

Organizations that have received a 24-month project in FY2020 may not apply for continuation or expansion funding.

Application Process

Applicants must access the Public Safety Office (PSO) eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	12/13/2019
Online System Opening Date	12/13/2019
Final Date to Submit and Certify an Application	2/27/2020 at 5:00pm CST
Project Start Date	10/01/2020

Project Period

Projects selected for funding must begin on or after 10/01/2020 and expire on or before 9/30/2021. Due to the availability of funding, CJD can no longer support 24 month project periods. Projects may not exceed a 12 month project period.

Funding Levels

Minimum: \$10,000

Maximum: No Maximum

Match Requirement: 20% of the total project

Note: Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period. CJD will be tracking expenditure rates throughout the life of the grants and may take action to avoid large de-obligations at the end of grant periods.

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all projects under this announcement.

Crisis Services

- Services that respond to immediate needs (other than medical care), emotional, psychological, and physical health and safety including:
 - Crisis intervention services;
 - Accompanying victims to hospitals for medical examinations;
 - Hotline counseling;
 - Safety planning;
 - Emergency food, clothing, and transportation;
 - Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
 - Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency

needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items; In all cases the grant must be considered the option of last resort; and

- Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights;
- Personal advocacy and emotional support including:
 - Working with a victim to assess the impact of the crime;
 - Identification of victim's needs;
 - Case management;
 - Management of practical problems created by the victimization;
 - Identification of resources available to the victim;
 - Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed; and
 - Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga – with appropriate training, certification, or licensure);
 - Transportation of victims to receive services and to participate in criminal justice proceedings;
 - Public awareness and education presentations (including the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance, this activity will only be funded in conjunction with programs providing direct services.

Forensic Interviews (with the following parameters):

- Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
- Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
- The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.

Legal Advocacy

- Facilitating participation in criminal justice and other public proceedings arising from the crime, including:
 - Advocacy on behalf of a victim;
 - Accompanying a victim to offices and court;

- Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
- Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
- Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
- Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
- Assistance with Victim Impact Statements;
- Assistance in recovering property that was retained as evidence; and
- Assistance with restitution advocacy on behalf of crime victims.
- Legal assistance services (including those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization, including:
 - Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding;
 - Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization;

Multi-Disciplinary Teams and Case Coordination

- Representatives of several agencies meet regularly to discuss common cases and share information to enhance investigation, prosecution, and victim restoration. Cases are followed through in this manner to closure. Participating agencies may include Child Protective Service, law enforcement, prosecutors' offices, Sexual Assault Nurse Examiners or other medical personnel, mental health professionals, etc.

Peer Support Groups

- Peer-support, including activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support;

Professional Therapy and Counseling

- Mental health counseling and care, including, but not limited to, out-patient therapy/counseling provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered;

Program Evaluation and Assessment:

- Evaluation of victim services programs and/or assessment of organizational or system effectiveness, needs, and/or appropriate responses.

Protective Order Assistance:

- Legal representation provided by program staff and/or staff attorneys to obtain protective orders and assistance
- May be provided by law enforcement personnel, prosecution staff or other service providers.

- Services may be available at non-traditional locations and times.

Shelter Programs

- Providing a safe place for victims/survivors and their children;
- Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed;
- Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;

Victim-Offender Meetings

- Meetings between the survivor and the offender who perpetrated the crime against the survivor. At a minimum grantees must consider:
 - The safety and security of the survivor;
 - The benefit of therapeutic value to the survivor;
 - The procedures for ensuring that participation of the survivor and offender are voluntary and that everyone understands the nature of any meeting or other activity;
 - The provision of appropriate support and accompaniment for the survivor;
 - Appropriate debriefing opportunities for the survivor after a meeting;
 - The credentials of the facilitators; and
 - The opportunity for a survivor to withdraw from the process at any time.

Program-Specific Requirements

All projects under this funding announcement must meet these requirements:

Cultural competency: Applicants must be culturally competent when providing services to victims. Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Victim services assessment survey: All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by CJD.

Special requirements for vehicle purchases:

Only non-profits will be eligible to purchase vehicles under this funding announcement. The vehicles must be for the purpose of transporting victims to receive various services. Applicants must explain in their eGrants application how the vehicles will be utilized and how that strengthens their delivery of victim services.

Eligibility Requirements

1. Projects must demonstrate a record of effective services to victims of crime and support from sources other than the Crime Victims Fund.
 - A program has demonstrated a record of effective direct services and support when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.
 - A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program's funding in the year of, or the year preceding the award comes from such sources.
2. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
3. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
4. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
5. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). . Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all

provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

7. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
8. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;
2. The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under 28 CFR § 94.119, during such investigation and prosecution;
3. Any activities related to fundraising;
4. Capital improvements; property losses and expenses; real estate purchases; mortgage payments; remodeling; and construction;
5. Reimbursement of crime victims for expenses incurred as a result of a crime;
6. Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators (except as specifically allowed);
7. Counseling or treatment for substance abuse (general counseling that includes a component addressing substance abuse is eligible);
8. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
9. Services to incarcerated individuals;
10. Medical training;
11. Medical care or expenses (except as specifically allowed);
12. Forensic medical evidence collection to include the salary or overtime cost of SANE Nurses;
13. Cash payments to victims, gift cards, or fuel vouchers;

14. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
15. Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;
16. Leasing of vehicles;
17. Transitional housing - Travel, rental assistance, security deposits, utilities, and other costs incidental to the relocation to such housing, as well as voluntary support services such as childcare and counseling;
18. Research and studies, except for project evaluations under 28 CFR § 94.121(j);
19. Activities that may compromise victim safety;
20. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by CJD; and
21. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

1. For eligible local and regional projects:
 - a. Applications will be forwarded by CJD to the appropriate regional council of governments (COG).
 - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
 - c. CJD will accept priority listings that are approved by the COG's executive committee.
 - d. CJD will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2. For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-10

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – Crime Victim Coordinator Grant be operated for the fiscal year 2020 to 2021; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division General Victim Assistance Program; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – Crime Victim Coordinator Program Grant to the Office of the Governor.

Grant Number: 3814602

Passed and Approved this 18th of February 2020

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3044	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-11 authorizing the submission to the Office of the Governor's Juvenile Justice and Truancy Prevention Grant Program application in an amount not to exceed \$80,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that prevent violence in and around school; and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs. The Weslaco Police Department will apply for funding to expand its First Offender Program, purchase necessary equipment and provide training.			
Funding Source (budget code, if applicable): Office of the Governor			
Amount: \$80,000.00		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
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: Juvenile Justice and Truancy Prevention Grant Program, FY2021 Due 02-27-20, R2020-11 FY2021 Juvenile Justice and Truancy Prevention Grant #4003401			

Responsibilities upon Approval:

Finance Department will be submitting Financial Status Reports.



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***Juvenile Justice & Truancy Prevention Grant Program, FY2021***

Purpose

The purpose of this announcement is to solicit applications for projects that prevent violence in and around school; and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs.

Following the tragic school shooting in Santa Fe, there has been a robust statewide effort to prioritize the safety of all Texas students. CJD is highlighting the need to prevent security threats in advance through prevention and intervention with at-risk youth. Projects geared towards school safety will be given priority under this announcement.

Available Funding

State funds are authorized under the Texas General Appropriations Act, Article I, Trusteed Programs within the Office of the Governor, Strategy B.1.1 as well as Rider 22. All awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law.

FY21 Update. *Texas' Title II Juvenile Justice and Delinquency Prevention Program is now directly administered by the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Applicants seeking to apply for Title II funding may do so via the OJJDP FY20 Non Participating State Program Solicitation to be posted (at a later date) on: <https://ojjdp.ojp.gov/funding/current>. Due to this change, CJD will no longer be supporting statewide Juvenile Justice projects. All applications will go through the local Council of Government (COG) review process. Applicants are encouraged to reach out to their respective COG's Criminal Justice Planner to learn more about this process.*

Eligible Organizations

Applications may be submitted by independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Juvenile specialty courts authorized under Chp. 121 of the Texas Government Code are not eligible to apply under this announcement.

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	12/13/2019
Online System Opening Date	12/13/2019
Final Date to Submit and Certify an Application	02/27/2020 at 5:00pm CST
Earliest Project Start Date	09/01/2020

Project Period

Projects must begin on or after 09/01/2020 and must end on or before 08/31/2021.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Purpose Areas

Mental Health Services. Programs providing mental health services for youth in custody in need of such services including, but are not limited to assessment, development of individualized treatment plans, and discharge plans.

School Programs. Education programs or supportive services in traditional public schools and detention/corrections education settings to encourage youth to remain in school; or alternative learning programs to support transition to work and self-sufficiency, and to enhance coordination between correctional programs and youth's local education programs to ensure the instruction they receive outside school is aligned with that provided in their schools, and that any identified learning problems are communicated.

Community-Based Programs and Services. These programs and services are those that work pre- and post-confinement with: a) parents and other family members to strengthen families to help keep youth in their homes; b) youth during confinement and their families to ensure safe return of youth home and to strengthen the families; and c) parents with limited English-speaking ability.

Truancy Prevention - Education programs and/or related services designed to prevent truancy including prevention services for children considered at-risk of entering the juvenile justice system and intervention services for juveniles engaged in misconduct.

Juvenile Case Managers - Individuals designated to provide services in court cases involving juvenile offenders including assisting the court in administering the court's juvenile docket and supervising the court's orders in juvenile cases. May also provide prevention services to a child considered at-risk of entering the juvenile justice system and intervention services to juveniles engaged in misconduct before cases are filed.

Eligibility Requirements

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government

Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;
4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training; and
5. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

1. For eligible local and regional projects:
 - a. Applications will be forwarded by CJD to the appropriate regional council of governments (COG).
 - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
 - c. CJD will accept priority listings that are approved by the COG's executive committee.
 - d. CJD will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2. For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact Information

For more information, contact the eGrants help desk at egrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-11

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Office of the Governor Juvenile Justice & Truancy Prevention Grant Program be operated for the fiscal year 2020 to 2021; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Juvenile Justice & Truancy Prevention Grant Program; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Office of the Governor Juvenile Justice & Truancy Prevention Grant Program to the Office of the Governor.

Grant Number: 4003401

Passed and Approved this 18th of February 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3046	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-12 authorizing the submission to the Office of the Governor's Rifle-Resistant Body Armor Grant Program application in an amount not to exceed \$5,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor. The Weslaco Police Department will purchase Level 4 Rifle resistant vest for new hires.			
Funding Source (budget code, if applicable): Office of the Governor			
Amount: \$5,000.00	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
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: Recommends Approval			
Attachments, if any: Rifle Resistant Body Armor Grant Program, FY2021 DUE 02-27-20, R2020-12 Rifle-Resistant Body Armor Grant 3494002 Resolution			
Responsibilities upon Approval: Finance Department will be responsible for FSR.			



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***Rifle-Resistant Body Armor Grant Program, FY2021***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27 for Trusted Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. CJD expects to make available \$6M for FY2021.

Eligible Organizations

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	12/13/2019
Online System Opening Date	12/13/2019
Final Date to Submit and Certify an Application	02/27/2020 at 5:00PM CST
Earliest Project Start Date	09/01/2020

Project Period

Projects must begin on or after 09/01/2020 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. CJD will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. CJD may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”](#) for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law

enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

Eligibility Requirements

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all

provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;
4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
5. Salaries or personnel costs;
6. Indirect costs;
7. Training and/or maintenance costs;
8. Travel;
9. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD; and
10. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Applications will be reviewed by PSO staff members and/or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, cost-effectiveness, state priorities and strategies, and/or other relevant factors.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO.2020-12

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Office of Governor - Texas that the Rifle-Resistant Body Armor Grant Program be operated for the fiscal year 2020 to 2021; and;

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of Governor - Texas that the Rifle-Resistant Body Armor Grant Program application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Office of Governor - Texas that the Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Grant Number: **3494002**

Passed and Approved this 18th of February 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3047	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-13 authorizing the submission to the Office of the Governor's Texas Conversion to the National Incident-Based Reporting System (NIBRS) Grant application in an amount not to exceed \$500,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Homeland Security Grants Division (HSGD) is soliciting grant applications for projects that enable local law enforcement agencies to upgrade their technology infrastructure to support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based Reporting System (NIBRS).			
Funding Source (budget code, if applicable): Office Of the Governor			
Amount: \$500,000.00	Term of Impact: 12 month	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
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: Homeland Security Grants Division NIBRS Technology Upgrade FY2021 DUE 03-12-20, R2020-13 Weslaco PD NIBRS Grant #3658002 RESOLUTION (3)			
Responsibilities upon Approval: Finance Department will be submitting FSR.			



Office of the Governor, Public Safety Office

Homeland Security Grants Division

Funding Announcement: FY2021 Texas Conversion to the National Incident-Based Reporting System (NIBRS)

Purpose

The Homeland Security Grants Division (HSGD) is soliciting grant applications for projects that enable local law enforcement agencies to upgrade their technology infrastructure to support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based Reporting System (NIBRS).

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. Units of local government; and
2. Other entities operating law enforcement agencies that collect crime data for submission to the Texas Department of Public Safety (DPS).

Agencies that are eligible to receive, or have applied to receive, funding through The Bureau of Justice Statistics (BJS) National Crime Statistics Exchange (NCS-X) project may also apply for this state funding; however, the availability of other funding sources may be a factor in HSGD's final funding decisions.

Organizations that received funding under previous NIBRS announcements are not eligible for grants under this announcement.

Organizations that perform records management or reporting services for other jurisdictions are eligible to apply for costs associated with upgrading those services to allow the reporting of NIBRS data.

Application Process

Applicants must access the Office of the Governor's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. Additional requirements are included within the online application.

Note for All Applicants: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and the IRS W9 Form for each application prior to submission. The eGrants system will not allow an application to be submitted until these forms are attached to the application. These forms are available for download from eGrants at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of "Forms and Guides" or from the "Forms" link on the Profile/Grant.Vendor tab within the grant application.

Key Dates

Action	Date
Funding Announcement Release	01/20/2020
Online System Opening Date	01/20/2020
Final Date to Submit and Certify an Application	03/12/2020 at 5:00pm CST

Project Period

Projects must begin on or after 09/01/2020 and may not exceed a 12 month project period.

Funding Levels

Minimum: \$5,000

Maximum: None. HSGD expects to make \$5 million available statewide under this solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for upgrading technology infrastructure to implement incident-based reporting. Technology infrastructure purchased using grant funds shall be compatible with the National Incident-Based Reporting System and the Texas Incident-Based Reporting System (TIBRS).

Program-Specific Requirements

Funds must be used for solutions that upgrade the agency's technology infrastructure to allow for and support incident-based reporting to the Texas Department of Public Safety (DPS) as well as maximize the automation of the data submission.

1. Technology purchases must employ national data standards for NIBRS data submissions. The National Data Exchange (N-DEx) and NIBRS data may be submitted to DPS in the N-DEx Information Exchange Packet Documentation (IEPD) format or via a flat file submission in order to participate in the NIBRS program. Submission of data via the N-DEx IEPD is preferred, as it ensures a single submission not only to the state's UCR system but also to the DPS Texas Data Exchange (T-DEx) program, and eventually to the FBI's National Data Exchange.
2. Agencies must obtain a written certification from a vendor prior to purchase and implementation of the system that their product can and will comply with all technical and submission standards and requirements identified in this funding announcement.
3. Agencies must only utilize systems that adhere to the NIBRS and TIBRS data specification guides for proper formatting included in the following links:
 - a. 2019.1 NIBRS Technical Specification (pdf) (<https://www.fbi.gov/file-repository/ucr/ucr-2019-1-nibrs-technical-specification.pdf/view>)
 - b. 2019 NIBRS XML IEPD (Version 1.0) (zip file) ([Data Documentation — FBI](#))
 - c. Cargo Theft Technical Specification (pdf) (https://ucr.fbi.gov/cargo_theft_technical_specification_version_2.0_final_05-25-2012.pdf)
 - d. Conversion of National Incident-Based Reporting System (NIBRS) Data to Cargo Theft Data (pdf) (<https://ucr.fbi.gov/conversion-of-nibrs-data-to-cargo-theft-data.pdf>)
 - e. Conversion of National Incident-Based Reporting System (NIBRS) Data to Hate Crime Data (pdf) (<https://ucr.fbi.gov/conversion-of-nibrs-data-to-hate-crime-data.pdf>)
 - f. Hate Crime Technical Specification (pdf) (<https://ucr.fbi.gov/hate-crime-technical-specification-version-1.1-pdf>)

- g. Texas Segment 8 (Texas-centric) Technical Specification (pdf)
(<http://www.dps.texas.gov/ucr/nibrTechDoc.htm>)
- h. As changes, such as, but not limited to, new data elements and/or data formats are announced, agencies must perform these changes quickly in order to keep systems up to date. Data edits must be performed within the local agency application prior to the submission to DPS to ensure that data is submitted error free.
- i. System implementation funded by these grants must support reporting to DPS no less than monthly, but with a goal of near real-time reporting of data.
- j. Systems must also have the capability to flag records that are subject to a court ordered expunction to ensure an automated removal of the record from the T-DEx and N-DEx systems.

Eligibility Requirements

1. Entities receiving funds from Homeland Security Grants Division (HSGD) must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;
4. General incident-based reporting training (contact should be made with the Texas Department of Public Safety for inquiries related to additional funding opportunities for NIBRS related training);
5. Equipment for government agencies that are for general agency use that is not in direct support of transmitting NIBRS (or Texas Transnational Intelligence Center (TTIC), for border region agencies) information from an agency database to DPS;
6. Purchase of vehicles and other vehicle related equipment, i.e. computers, that could be used for the data entry of crime information;
7. Salaries;
8. Indirect costs; and
9. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Applications will be reviewed by PSO staff members and/or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, cost-effectiveness, state priorities and strategies, and/or other relevant factors.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-13

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Office of the Governor Texas Conversion to the National Incident-Based Reporting System Grant be operated for the fiscal year 2020 through 2021; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor Texas Conversion to the National Incident-Based Reporting System Grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Office of the Governor Texas Conversion to the National Incident-Based Reporting System Grant to the Office of the Governor.

Grant Number: **3658002**

Passed and Approved this 18th of February 2020

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3049	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-14 authorizing the submission to the Office of the Governor's Operation Stonegarden Grant application in an amount not to exceed \$230,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: With this funding, WPD will purchase equipment and pay for officer's overtime and purchase two surveillance trailers in an effort to complete the goals and objectives of Operation Stonegarden.			
Funding Source (budget code, if applicable): Office of the Governor			
Amount: \$230,000.00		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
If item previously considered, provide date and action by Commission: Continuing grant.			
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: HS-OPSG PY20, R2020-14 OPSG Grant #3173405 Resolution			
Responsibilities upon Approval: Police Department will be responsible for grant compliance. Finance will be responsible for Financial Status Reports.			



Office of the Governor, Public Safety Office

Homeland Security Grants Division

Funding Announcement: Operation Stonegarden (OPSG)

Purpose

Through this announcement, the Office of the Governor (OOG) Homeland Security Grants Division (HSGD) offers information to supplement federal program guidance. This notice is intended to complement, rather than replace, the Notice of Funding Opportunity (NOFO) released each year by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

The purpose of the Operation Stonegarden (OPSG) grant program, one of three programs within the Homeland Security Grant Program (HSGP), is to enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, Tribal, state, and Federal law enforcement agencies in a joint mission to secure the United States' borders.

Available Funding

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). OPSG funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations*

1. Units of local government;
2. State agencies; and
3. Federally Recognized Native American tribes.
4. Eligible county level and tribal applicants must be located within one of the five (5) U.S. Border Patrol Sectors and have active ongoing USBP operations coordinated through that sector:
 - a) **Big Bend/Marfa Sector** – Brewster County, Crane County, Culberson County, Hudspeth County, Jeff Davis County, Loving County, Presidio County, Reeves County, Terrell County and Ward County.
 - b) **Del Rio Sector** - Dimmit County, Kinney County, Kickapoo Traditional Tribe of Texas, Maverick County, Sutton County, Uvalde County, Val Verde County and Zavala County.
 - c) **El Paso Sector** – El Paso County and Ysleta del Sur Pueblo Tribe.
 - d) **Laredo Sector** – Duval County, Frio County, Jim Hogg County, La Salle County, McMullen County, Webb County and Zapata County.
 - e) **Rio Grande Valley Sector** – Aransas County, Bee County, Calhoun County, Cameron County, Hidalgo County, Jackson County, Jim Wells County, Kenedy County, Kleberg County, Matagorda County, Nueces County, Refugio County, San Patricio County, Starr County, Victoria County and Willacy County.

** HSGD is the only entity eligible to apply to DHS/FEMA for OPSG funds. Cities, Counties, State Agencies, and Tribes should contact their respective USBP Sector Representative to express interest in participating in operations.*

Application Process

Eligible county level and federally recognized tribal governments must develop their applications (Operations Orders) in coordination with State and Federal law enforcement agencies, to include, but not limited to CBP/USBP. The Operations Orders should be inclusive of city, county, Tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities. Agencies should contact their respective USBP Sector for the most current application (Operations Order) template: <https://www.cbp.gov/border-security/along-us-borders/border-patrol-sectors>

After DHS/FEMA allocations are announced, approved applicants will be contacted by HSGD and must access the Office of the Governor's eGrants website at <https://eGrants.gov.texas.gov> to register and apply for funding within the OOG's grant management system. Additional requirements are included within the online application.

Note for All Applicants: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and the IRS W9 Form for each application prior to submission. The eGrants system will not allow an application to be submitted until these forms are attached to the application. These forms are available for download from eGrants at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of "Forms and Guides" or from the "Forms" link on the Profile/Grant.Vendor tab within the grant application.

Key Dates

Action	Date
Coordinate with USBP Sector Representative	ASAP - Ongoing
FEMA NOFO Release	TBD
Due Date for Applicants to Submit Application to USBP Sector	NOFO +10 days
Deadline for HSGD to Submit State's Application to FEMA	TBD by NOFO
FEMA Releases OPSG Allocation Amounts	July/August
Due Date for Approved Grantees to Submit Campaign Plan to USBP Sector	October 31

Project Period

Projects selected for funding must begin on or after March 1 and expire on February 28 the following year unless HSGD has approved an alternate performance period for the applicant's OPSG activities.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. PERSONNEL - OVERTIME

- Overtime for increased patrol and/or investigative capacity for certified peace officers.

- b) Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in border security operations, such as Jailer overtime, or Communications Officer/Dispatcher overtime, necessary to maintain a safe Officer to Dispatcher ratio.
- c) Overtime for non-exempt administrative personnel supporting border security grants. Funds for management and administration of the OPSG award must be limited to no more than 5% of the total award.
- d) Overtime for law enforcement support should be limited and anything greater than 10% may not be funded or may require significant additional data and justification.
- e) Applicants must provide a copy of the local overtime policy as approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must:
 - i. Clearly describe how overtime will be calculated;
 - ii. Be consistent with the agency's local overtime policy;
 - iii. Treat overtime for grant-paid personnel the same as non-grant paid personnel.
- f) Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:
 - i. OT is time actually worked that exceeds the required number of hours during an employee's designated work period, as per grantee's policies and procedures.
 - ii. OT must be worked to support border security operations.
 - iii. The project OT rate shall be no more than one-and-one-half (1.5) times the employee's regular pay rate.
 - iv. Exempt salaried employees working border security operations may be reimbursed for overtime only if the grantee's overtime policy specifically allows for this.
 - v. HSGD will only reimburse the grantee for OT that does not exceed a total of 16 hours worked (regular plus OT) during any 24-hour period.

2. **PERSONNEL - REGULAR or STRAIGHT-TIME**

- a) Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "surge."
- b) Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- c) Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.
- d) Regular time for administrative personnel supporting border security grant activities. Funds for management and administration of the OPSG award must be limited to no more than 5% of the total award.

3. **EQUIPMENT:** Costs for equipment, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during OPSG operations.

4. **TRAVEL:** Costs for domestic travel and per diem, including costs associated with the deployment or redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities.

5. **SUPPLIES and DIRECT OPERATING EXPENSE:** Certain operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services pre-approved by the HSGD that are critical to success of the program.
- a) The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which grant-funded staff are working.
 - b) Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
 - c) Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.
 - d) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.

Program-Specific Requirements

1. Agencies receiving funds must coordinate and meet as a member of the OPSG Integrated Planning Team (IPT) to develop operational plans in response to the needs of the USBP Sector.
2. Grantees must integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas.
3. Grantees may not expend funds until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved by DHS/FEMA.
4. Agencies must provide accurate, consistent, and timely reporting of how funds are used, and how the agencies' operations have impacted border security through the mitigation of threat or vulnerability and the overall reduction of risk. Reporting will focus on: monitoring program performance; determining the level of integration and information sharing; and developing best practices for future operations. To ensure consistent reporting each agency will identify a single point of contact to coordinate the submission of reports or execute other aspects of the grant.
 - a) The **Daily Activity Report (DAR)** is used to submit the ongoing results and outputs from the OPSG operations conducted. The information and statistics included in the DAR will be delineated by agency (friendly forces). The DAR must be submitted to the USBP Sector, or the participating agency's OPSG coordinator, within 48-hours of the conclusion of each OPSG shift.
 - b) The **After Action Report (AAR)** articulates outcomes and outputs, as well as how the results of the operation compared with the objectives identified during the preplanning meeting. After Action Reports must be submitted to USBP sectors within 10 days of closing the operational Period of Performance for that funding year.

Eligibility Requirements

1. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
2. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may **not** be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use;
5. weapons, ammunition, tasers, or explosives;
6. admission fees or tickets to any amusement park, recreational activity or sporting event;
7. promotional gifts;
8. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
9. membership dues for individuals;
10. any expense or service that is readily available at no cost to the grant project;
11. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. fundraising;
13. construction;
14. medical services;
15. legal services for adult offenders; and
16. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: Applications (Operations Orders) will be developed and updated by the IPT. Additional review will be completed by HSGD staff in consultation with USBP and FEMA representatives. Funding decisions will be based on eligibility, past compliance with grant requirements, and USBP operational needs.

Final Decisions – All Projects: All funding amounts approved by HSGD ultimately tie to funding for activities and costs approved by USBP and DHS/FEMA in formal written Operations Orders.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-14

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the HIDALGO-OPERATION STONEGARDEN be operated for the fiscal year 2020 through 2021; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Homeland Security Grant Program grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the HIDALGO-OPERATION STONEGARDEN to the Office of the Governor.

Grant Number: **3173405**

Passed and Approved this 18th, day of February 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala, CITY SECRETARY

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3084	
From:			
Subject: Discussion and consideration to accept the resignation of Diana Fuentes Aguilar from the Weslaco Economic Development Corporation and approve Resolution 2020-15 appointing a member to an unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
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:			
Attachments, if any: EDC Board of Directors as of 121219 mv, Letter of resignation from Diana Aguilar, EDC board member, R2020-15 EDC Board Member- fill un-expired term			
Responsibilities upon Approval:			

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO BOARD OF DIRECTORS

LAST NAME	FIRST NAME	APPOINTED	EXPIRATION	TERM
De la Fuente	Sonia	12/3/2019	12/2/2022	3 year
Perez	Fred	12/3/2019	12/2/2022	3 year
Valadez	Benita	12/2/2018	12/2/2021	3 year
Serrano	Juan Jose	03/05/2019	12/2/2022	3 year
Charlton	G. Stephen	12/2/2014	12/2/2020	3 year
Fuentes Aguilar	Diana	12/2/2014	12/2/2020	3 year
Cabaza	Cynthia	12/2/2014	12/2/2020	3 year

Updated as of 12/10/19 mv

LAW OFFICE OF
Diana
FUENTES AGUILAR

February 3, 2020

Marie McDermott
Weslaco EDC

Dear Ms. McDermott:

I want to thank you for the opportunity to serve the City of Weslaco as an EDC Board Member. My years have been enjoyable, interesting and fulfilling.

I am notifying you that effective February 4, 2020, I will no longer be able to serve on the Board.

Respectfully,



Diana Fuentes Aguilar
Attorney at Law

RESOLUTION NO. 2020-15

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
THREE MEMBERS TO THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term for a member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individual is appointed to serve an unexpired term on the Board of Directors of the Economic Development Corporation of Weslaco.

NAME

UN-EXPIRED TERM ENDING

12/02/2020

PASSED AND APPROVED on this 18th day of February 2020.

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: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3053	
From:			
Subject: Discussion and consideration to approve Proposal PSF20-013-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$190,800 for the four-year Landfill Post Closure Care Monitoring as stated on RFQ 2019-20-05 and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on February 4, 2020; Staffed by Public Works 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):			
Aida Vega		Created/Initiated	
Pete Garcia		New	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: City of Weslaco LF 4 Year Post Closure Care Proposal - 1-14-20			
Responsibilities upon Approval:			

Proposal No. PSF20-013-00
January 14, 2020



12821 W. Golden Lane
San Antonio, TX 78249

Ms. Olga N. Garza
Assistant Public Works Director
City of Weslaco
1912 Joe Stephens Avenue
Weslaco, Texas 78596

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal to Conduct 4-Year Landfill Post-Closure Care Monitoring
Closed City of Weslaco Landfill
Alton, Hidalgo County, Texas
Municipal Solid Waste Permit No. 258
RFQ No. 2019-20-05**

Dear Ms. Garza:

Pursuant to the notification that we received from the City Secretary dated January 10, 2020, which indicated that that **Raba Kistner, Inc. (RKI)** was selected to represent the best qualified and most advantageous response to the referenced Request for Qualifications (RFQ), we are pleased to submit this proposal for environmental consulting services to the City of Weslaco (CLIENT) for the above-referenced landfill property, which is hereinafter referred to as the SITE. The broad objectives of this proposal include the performance of continued landfill post-closure monitoring and leachate recovery as necessary to assure ongoing regulatory compliance as part of a 4-year program to be conducted essentially from January 2020 through October 2023.

RKI greatly appreciates the opportunity to continue providing landfill monitoring and leachate recovery services as necessary to assure ongoing regulatory compliance with all applicable Texas Commission on Environmental Quality (TCEQ) post-closure requirements. Given our long and productive working relationship with the City of Weslaco and thorough familiarity with all conditions at the closed landfill facility, we are confident that we will continue to move the landfill closure process forward over the upcoming contract period, with minimal demands on the precious time of City of Weslaco Public Works staff. This proposal provides a description of the scope of services, costs, and terms and conditions for the referenced project.

BACKGROUND

RKI has provided a wide range of environmental and engineering consulting services to the City of Weslaco associated with the Closed City of Weslaco Landfill since January 2004. Most notably, these services have included the following:

- Preparation and submittal of a permit modification to the Texas Commission on Environmental Quality (TCEQ) in 2004 to reduce the number of groundwater monitor wells and landfill gas monitoring probes to be regularly monitored, resulting in a significant cost savings for the City of Weslaco given the required 30-year post-closure care monitoring period.

- Engineering design and project oversight for the installation of the final cover system for the approximate 9-acre City of Weslaco Landfill in November 2005. The final cover system design and implementation received final approval from TCEQ in April 2006. Subsequently, **RKI** installed 8 groundwater monitor wells and 7 landfill gas monitoring probes, which (in addition to three pre-existing groundwater monitor wells) are currently part of the permanent groundwater and landfill gas monitoring system for the facility.
- Performance of all required post-closure care activities including groundwater and landfill gas (background and detection) monitoring, leachate recovery, and TCEQ reporting since January 2006.
- Preparation and submittal of a permit modification in March 2006 to update the facility's Groundwater Sampling and Analysis Plan (GWSAP) as necessary to comply with revisions to the municipal solid waste (MSW) rules mandated by TCEQ.
- Preparation and submittal of a permit modification in May 2011 to update the facility's Landfill Gas Management Plan as necessary to address elevated landfill gas (methane) measurements detected in perimeter gas monitoring probes (GMPs) during the 2008 through 2010 monitoring program. As part of this effort, **RKI** obtained TCEQ approval to expand the perimeter monitoring system by the installation of 5 new GMPs along the facility boundaries and conduct an accelerated methane monitoring program to include weekly sampling events at GMPs, groundwater monitoring wells, gas vents, and breathing zone stations established at the SITE. The accelerated program was initiated in April 2011 and completed in June 2011. **RKEI** obtained TCEQ concurrence on October 10, 2011 that a methane remediation program is not necessary for the facility as reported methane concentrations in newly-installed perimeter GMPs are at acceptable levels.
- **RKI** prepared a formal response on August 10, 2011 to TCEQ comments and directives pertaining to the ongoing groundwater (Detection) monitoring program. TCEQ issued correspondence dated June 21, 2011 that includes directives for additional groundwater (Assessment) monitoring at the landfill facility. TCEQ was concerned with low-level concentrations of volatile organic compounds (VOCs) that have been periodically detected in groundwater samples over the last several years of (background and detection) monitoring. As discussed with the City of Weslaco, significant methane production at the landfill may contribute to low-level VOC concentrations reported historically at site monitoring wells. As directed by the TCEQ, MW-16 and two adjacent shallow monitoring wells were placed in assessment monitoring for an expanded list of potential environmental contaminants (i.e., Appendix II) as directed by TCEQ and specified in the landfill facility's approved GWSAP. The intent of assessment monitoring is to further evaluate the likelihood that contaminants are migrating from the landfill to shallow groundwater.
- **RKI** successfully implemented an Assessment Groundwater Monitoring Program in conjunction with detection monitoring since 2012 to confirm the absence of conditions that would prolong the 30-year post-closure care/monitoring period. Based on interpretation of data and regular communication with TCEQ, it was recommended that the suite of sampling for the comprehensive list of Appendix II constituents be significantly reduced, which has resulted in cost savings for the City of Weslaco over the past few years of the monitoring program (i.e., 2016 through 2019). **RKI**

petitioned successfully that assessment monitoring be limited to MW-16 (one well) for future assessment monitoring events.

The required post-closure care period for the City of Weslaco landfill is 30 years from site closure per TCEQ rules. This time period can be extended by TCEQ as necessary to ensure protection of human health and the environment (i.e. detection of VOCs in the upper groundwater-bearing unit currently poses a concern to TCEQ). Assuming that the detection of VOCs in the upper groundwater-bearing unit can be demonstrated not to pose a concern for facility in conjunction with the next phases of post-closure care monitoring, it is anticipated that the facility will complete remaining requirements for closure following completion of 2024 monitoring efforts.

SCOPE OF WORK

The purpose of this proposal is to outline the scope of services and costs for field work and laboratory testing to conduct groundwater, landfill gas, and leachate monitoring at the facility for the next four-year monitoring period (i.e., 8 groundwater and 16 landfill gas and leachate monitoring events, respectively) to be conducted essentially from January 2020 through October 2023. The scope of services for the City of Weslaco Landfill project will be implemented and conducted with the main goal of maintaining regulatory compliance with all landfill post-closure monitoring requirements. Specific activities that will be conducted by **RKI** as part of this proposal are described in the following paragraphs.

It is anticipated that this project will consist of four separate tasks as described below.

Task 1 – Semi-Annual Groundwater Sampling (Detection & Assessment Monitoring)

A total of eight semi-annual groundwater sampling events for the ongoing Detection Monitoring Program will be conducted in accordance with the procedures established in the current GWSAP prepared by **RKI**, dated September 25, 2006. Groundwater samples will be collected from the 11 existing groundwater monitor wells installed at the landfill. Five of the monitoring wells are completed in the uppermost groundwater bearing unit (GBU), which has exhibited declining water levels over the last 7-8 years owing to persistent drought conditions throughout the Rio Grande Valley (RGV). The semi-annual detection events typically occur in April and October of each calendar year. To reduce overall project costs, the separately-required annual Assessment Monitoring field work will be done in conjunction with the April (or first) detection monitoring events conducted during each year of the monitoring program.

In conjunction with previous semi-annual groundwater sampling events conducted in October 2010 and October 2015, VOC compounds (i.e., cis-1,2-dichloroethylene and benzene) were detected at low concentrations in select monitoring wells set within the uppermost GBU, which necessitated the performance of Assessment Monitoring with additional (Appendix II) testing requirements over the course of the past 4-year contract, pursuant to requirements set forth in *30 Texas Administrative Code Section §330.407(b)* and Section 3 of the facility GWSAP. On the basis of most recent groundwater sampling data generated that will be formally reported to TCEQ as part of the 2019 Annual Detection Groundwater Monitoring Report, this cost proposal assumes that the following Assessment Monitoring activities will be continued as part of the upcoming 2020-2023 program:

- MW-16 was placed into Assessment Monitoring status following the detection of cis-1,2-dichloroethylene during the October 2010 sampling event. On the basis of subsequent testing data for the full suite of Appendix II constituents, TCEQ has agreed to reduce the monitoring requirements to the standard Appendix I constituents only, in accordance with 30 TAC §330.409(b), since no new Appendix II constituents were detected. As MW-16 has been reported dry since April 2012, the well has not demonstrated two consecutive semi-annual monitoring events with constituent concentrations below background values (i.e., no detectable cis-1,2-dichloroethylene). Therefore, the Assessment Monitoring status will remain in effect for MW-16 moving into the new 2020 monitoring year.
- Owing to a detection of benzene at MW-10 during the October 2015 sampling event, this well was placed into an Assessment Monitoring status and shallow wells MW-18 and MW-8, representing up-gradient and down-gradient wells, respectively, were also tested for Appendix II constituents, but remain in detection monitoring status. MW-10 and MW-8 were reverted back to Appendix I constituents testing after two consecutive semi-annual monitoring events as no Appendix II constituents were detected. Although MW-18 had no detections of Appendix II constituents during the October 2015 sampling event, the well has been dry since April 2016. TCEQ has directed that MW-18 be tested one more time for the full suite of Appendix II constituents, provided that groundwater is present.

The following subsections provide a description of specific project activities that will be conducted as part of the 2020-2023 Detection and Assessment Groundwater Monitoring Program.

Well Inspection, Gauging, and Landfill Gas Evaluation

Prior to the commencement of monitor well gauging or purging activities, the condition of all monitoring wells will be visually inspected. The well casing and concrete pads will be checked for the presence of cracks or fissures that could compromise the integrity of the surface completion. Each well will be additionally inspected for damage due to vandalism, animals or insects, and/or heavy equipment operations. Descriptions of apparent well damage or conditions conducive to the transmission of surface runoff along monitor well installations will be noted in field records. The location of each monitor well will be initially verified using a current SITE map to verify that appropriate monitor wells are identified for sampling.

The presence of landfill gases within the well casing at respective monitor well locations, in addition to perimeter GMPs, will be evaluated utilizing a properly calibrated landfill gas monitor. Measurements will consist of the concentration of methane, hydrogen sulfide, carbon dioxide and oxygen. Well casings will be screened during each monitoring event to verify that the concentration of methane gas does not exceed the lower explosive limit (LEL) for methane. In the event that methane is detected at concentrations that exceed the LEL, steps will be immediately taken to ensure the protection of human health and safety. A record of field methane measurements will be recorded in field records and made available to CLIENT as necessary in conjunction with any facility inspections that may be conducted by TCEQ.

Prior to purging the on-site monitor wells, depth-to-water and total well depth measurements will be gauged at each well location from a permanent, clearly marked reference point located at the well top of

casing (TOC). All measurements will be recorded to the nearest hundredth of a foot utilizing an electronic water-level indicator (e-line). To reduce the potential for contaminants to be introduced into site monitor wells as the result of gauging activities, the e-line probe and measurement tape will be decontaminated before and after each use.

Water collected from purging activities and decontamination fluids will be temporarily containerized in 55-gallon drums and transferred to the on-site leachate evaporation pond for disposal.

Well Sampling and Chemical Analysis

RKI personnel will follow field procedures pertaining to well purging; timing and order of sampling; sample collection, preservation, and shipment; field measurements; sample containers; sample preservation and holding times; sample storage and transport; and chain of custody documentation in strict accordance with the GWSAP. Field measurements of pH, temperature, specific conductance and total dissolved solids will be collected at each of the eleven on-site monitor wells during purging and sampling. During purging, groundwater measurements will be collected for each volume of groundwater removed until the groundwater parameters have stabilized (within 10% of the previously recorded values).

In accordance with GWSAP requirements and current TCEQ directives, groundwater samples collected from the eleven onsite wells in conjunction with Assessment and Detection Monitoring Programs will be analyzed for TCEQ-specified metals, inorganic water quality parameters, and VOCs, which collectively comprise the standard Appendix I constituents list. Additionally, quality assurance and quality control (QA/QC) samples will be collected and analyzed for each groundwater sampling event consisting of the following: one trip blank per cooler, one equipment blank, two field blanks and two field duplicates. The equipment blank and field duplicates will be analyzed for metals and VOCs and the trip and field blanks will be analyzed for VOCs only.

It is anticipated that throughout the duration of the proposed 4-year monitoring program, chemical analyses of groundwater samples will be performed by Eurofins Environmental Testing (*formerly TestAmerica*), a nationally-accredited analytical laboratory with a comprehensive testing laboratory located in Denver, Colorado. Eurofins is very familiar with specific testing requirements for the City of Weslaco facility given the fact that they have performed all analytical testing for this project on behalf of **RKI** since January 2006. Eurofins is one of few laboratories that can meet TCEQ-defined Protective Concentration Levels (PCLs) or detection limits for various constituents defined with respect to the currently-defined Detection (Appendix I constituents) and Assessment (Appendix II constituents) Monitoring Programs. The costs presented herein assume the analytical testing for this project will be completed within a standard turnaround time of 10 to 14 business days.

Task 2 – Annual Groundwater Monitoring Reporting

As stated in the GWSAP, annual groundwater Assessment Monitoring and Detection Monitoring reports will be submitted to TCEQ on an annual basis no later than 60 to 90 days after the last sampling event in a calendar year, each of which will discuss the sampling event data and monitoring results generated since the previous submittal. The monitoring event submittals will consist of a narrative description of site conditions and analytical results, appropriate graphical illustrations and tables, and the completed 4-page

Groundwater Sampling Report (TCEQ-0312) form for each groundwater sample submitted for analytical testing. The submittal package will also contain the signed laboratory report of chemical analysis, appropriate laboratory QA/QC data, and copies of associated chain-of-custody documentation. In addition, the completed TCEQ Laboratory Review Checklist will be generated and submitted to TCEQ with both the annual detection monitoring and assessment monitoring reports.

RKI will coordinate delivery of all reports with TCEQ pending approval by City of Weslaco. Both the City and TCEQ will receive a hard copy and digital copy of each report. As further discussed with respect to **Task 4** herein, **RKI** will also work on behalf of City to address and/or resolve regulatory comments pertaining to this annual reporting.

Task 3 – Quarterly Landfill Gas Monitoring

A total of 16 quarterly landfill gas monitoring events will be performed by **RKI** as part of the upcoming 4-year monitoring effort. Landfill gas monitoring will be conducted using a calibrated landfill gas meter. Concentrations of landfill gas (i.e., methane and hydrogen sulfide), carbon dioxide and oxygen measured at each location will be documented in the field notes. In order to reduce overall project costs, it is proposed that 8 of the 16 quarterly landfill gas monitoring events be conducted concurrently with the 8 semi-annual groundwater monitoring events.

Additionally, in conjunction with each quarterly landfill gas monitoring event, the fluid levels within each of the two on-site leachate collection sumps will be observed. Fluid encountered within the leachate sumps will be removed and transported to the on-site leachate evaporation pond for disposal. Fluid levels and quantities removed will be documented in the Annual Groundwater Detection Monitoring Report, discussed herein with respect to **Task 2**.

Task 4 – GWSAP Updates and Additional Post-Closure Care Consulting

Throughout the duration of the 4-year contract period, **RKI** will provide additional consulting services to the City of Weslaco to address other issues that develop as part of the ongoing post-closure monitoring process. Based on our past experience and project work at the subject facility, additional services that may be required throughout the duration of the next 4-year monitoring period include but are not limited to the following:

- Address regulatory directives and comments to annual monitoring reports pertaining to the detection of VOCs in groundwater and/or elevated landfill gas concentrations at perimeter GMPs;
- Attend regulatory and City of Weslaco meetings as necessary to discuss potential regulatory compliance issues and/or changes to established landfill monitoring activities that may be directed by TCEQ based on monitoring results Municipal Solid Waste (MSW) rule revisions;
- Prepare updates to the facility's GWSAP and/or Landfill Gas Management Plan, and coordinate/implement modifications to the leachate recovery, landfill gas monitoring, and/or groundwater monitoring and reporting procedures; and

- Provide guidance to the City of Weslaco regarding the annual maintenance of the landfill final cover system, post-closure monitoring system components, facility fencing, and leachate evaporation pond.

Based on review of collective groundwater testing data developed through the completion of the 2019 annual programs, it may be beneficial to update background water quality data during the 2020-2023 monitoring period in accordance with §330.407(a)(1) requirements. Provided that sufficient data is available, it is anticipated that updating the background monitoring data for metals and inorganic water quality parameters used to facilitate intrawell comparisons and statistical analysis of water chemistry data per the Combined Shewhart-Cusum Analysis method will reduce the likelihood that Statistically Significant Increases (SSIs) are erroneously indicated (i.e., reduce occurrence of false positives). **RKI** will evaluate preparation of the required Background Data Update Report on behalf of the City of Weslaco in conjunction with the 2020 groundwater monitoring program.

ESTIMATED COST

In accordance with our past contract history, it is proposed that project services be provided on a Time and Materials (T&M) basis not-to-exceed the estimated task budget totals without additional authorization from the City of Weslaco. In the event that additional services are requested and/or necessary to complete project activities, **RKI** will provide a cost estimate under separate cover and solicit authorization from the City of Weslaco before proceeding with additional work. The estimated costs for conducting the activities described herein for each of the landfill monitoring tasks are as follows:

Task 1 – Semi-Annual Groundwater Sampling	\$101,700
Task 2 – Annual Groundwater Monitoring Reporting	\$ 38,500
Task 3 – Quarterly Landfill Gas Monitoring	\$ 40,700
Task 4 – GWSAP Updates and Additional Post-Closure Care Consulting	\$ 9,900
TOTAL	\$190,800

Given our thorough familiarity with landfill conditions and issues and excellent past working history with the City of Weslaco, **RKI** is prepared to provide referenced services at rate indicated above, which essentially matches the previous 2016-2019 program cost, despite annual increases in our internal operating (labor) costs and direct project expenses.

LIMITATIONS

The costs presented above assume that a Significant Statistical Increase (SSI) indicative of groundwater contamination from the landfill, which will require additional testing/sampling and reporting, will not be detected during the analysis of the groundwater sampling data. Should an SSI be confirmed pursuant to procedures outlined in the GWSAP and additional assessment monitoring required by TCEQ (i.e., in excess of that proposed herein), **RKI** will provide separate cost proposal(s) for appropriate services for City of Weslaco consideration and obtain approval prior to proceeding.

The costs presented in this proposal do not include the installation of additional landfill gas vents or groundwater monitor wells, which may be required throughout the detection monitoring period, either to replace damaged wells/probes or as required due to potential changes to facility conditions. Should the installation of additional landfill gas vents or groundwater monitor wells be required, **RKI** will provide separate cost proposal(s) for appropriate services for City of Weslaco consideration and approval prior to proceeding.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKEI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKEI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER ENVIRONMENTAL, INC.



Richard V. Klar, P.G.
Vice President

Accepted By _____
(Signature)

(Typed or Printed Name)

RVK/srw

(Title)

Attachments:

I – Standard Terms and Conditions

Date _____

II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3064
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing to adopt the proposed City of Weslaco Southeast Community Revitalization Plan described as approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed revitalization plan identifies economic development, affordable housing, transportation and mobility, infrastructure improvements, community facilities, and public safety. The plan includes prioritizing local small business development, improving area streets, attracting new companies and community development organizations, investing in area schools, and re imagining public spaces will lead to the creation of new jobs and the enhancement of the overall standard of living for area residents within the identified area. The proposed revitalization plan will assist the funding application for the reconstruction of Weslaco Village Apartments		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
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): The proposed revitalization plan was presented to the Planning & Zoning Commission on February 5, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any:		

Weslaco Village Relocation Plan Jan 16, 2020, Weslaco Revitalization Plan

Responsibilities upon Approval: Staff will advise applicant

RELOCATION PLAN

January 16, 2020

WESLACO VILLAGE APARTMENTS

1601 S. Bridge Ave.

Weslaco, Texas 78596

OWNER

TG 105 Weslaco Village, LP (“Owner”)

3419 Nacogdoches Road

San Antonio, TX 78217

(210) 821-4300

RELOCATION AGENT

Housing and Community Services, Inc. d/b/a

Prospera Housing Community Services

3419 Nacogdoches Road

San Antonio, TX 78217

(210) 821-4300

Prepared by Prospera Housing Community Services

3419 Nacogdoches Road

San Antonio, TX 78217

(210) 821-4300

TABLE OF CONTENTS

PROJECT INTENT

- Objectives
- Historical Background

PROPERTY SUMMARY

RELOCATION DESTINATION

TENANT RELOCATION BENEFITS

- Tenant Notice
- Covered Costs

TEMPORARY RELOCATION OF TENANTS

- Moving Assistance
- Utility Transfers

RELOCATION SERVICES

- Case Management
- Transportation

BUDGET

BUDGET NARRATIVE

A. Project Intent

Rehabilitation work is proposed at the existing Weslaco Village Apartments located in Weslaco, Texas. The rehabilitation costs are based on current experience. The unit configuration will remain the same regarding the existing units. We will add six market rate units to the project. This Relocation Plan will outline the planning for and budgeting project relocation costs in connection with the temporary relocation of the residents while the project is being reconstructed. Residents will be moved off site temporarily and will be moved back into newly built modern units. This Relocation Plan will provide valuable information on how the potential costs of relocation assistance were estimated for temporarily relocated persons under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act or URA), and/or incorporated under section 104(d) of the Housing and Community Development Act of 1974 and if needed, for permanently displaced tenants.

Project Objectives

- To provide uniform, fair and equitable treatment of persons who are displaced or temporarily relocated in connection with federally funded projects.
- To ensure relocation assistance is provided to lessen the emotional and financial impact of the relocation or displacement.
- To ensure that no individual or family is displaced unless Decent, Safe and Sanitary (DSS) housing is available within the displaced person's financial means.
- To ensure if a tenant is temporarily displaced for a period of one year, 60-days prior to the one year, the tenant will be offered permanent relocation guidance and assistance. The tenant can choose to remain to be temporarily relocated with an extension or choose permanent relocation.
- To meet the requirement of relocation in regard to record keeping, which includes maintaining all tenant files for a minimum of five (5) years.

Historical Background Project

The Weslaco Village Apartment complex is located at 1601 S. Bridge Ave., in Weslaco, Texas. The complex was built in 1980 and it has an approximate appraised value in excess of \$ 1,400,000.

Historical Background Development Team

The development team has completed numerous relocations over the past fifteen (15) years. Most recently with the 60-unit Samuel Place Apartments, 68-unit Glenoak Apartments, 94-unit Woodland Creek Apartment, 60-unit Hacienda Senior Apartments, and 120-unit North Side Manor Apartments, 153-unit Lexington Manor Apartments (all located in Corpus

Weslaco Village Apartments Relocation Plan

Christi, TX); the 192-unit Vista Verde Apartments, 82-unit West Durango Apartments and 229-unit Oak Manor / Oak Village Apartments (all located in San Antonio, TX); and the 88-unit Kingsville LULAC Manor Apartments in Kingsville, Texas. The anticipated relocation is expected to be very similar to the relocation recently completed for the Samuel Place Apartments located in Corpus Christi, TX. From experience, we have found that ensuring a clear and accurate information process, inclusive of residents, makes a harmonious and successful transition for all those concerned, particularly the residents because some have resided at the Weslaco Village Apartments for ten plus (10+) years.

Affiliates of the development team own five other properties in the Weslaco, Texas area with a total of 335 units available to assist with the temporary housing of the residents.

Reconstruction for all forty-four (44) units plus six new market units and the office will take approximately twelve (12) months. Residents are expected to be out of their units no more than eleven (11) months. We anticipate beginning implementation in the first quarter of 2022. It is expected that there will be no more than 36 occupied units at the property at the time relocation begins due to normal attrition.

B. PROPERTY SUMMARY

Current Unit Demographics

Unit Size	Occupied	Vacant	Total
1 BR	8	0	8
2 BR	18	2	20
3 BR	13	1	14
4 BR	2	0	2

Weslaco Village Apartments Relocation Plan

Total	41	3	44
--------------	-----------	----------	-----------

Displaced Persons

The renovations of the property are expected to take no more than twelve (12) months and it is not anticipated that there will be any “displaced persons” which are persons that must move from the property permanently. However, if situations of displaced persons occur, these residents will be provided the Notice of Eligibility for Relocation Assistance that details information on services and assistance available under URA.

C. RELOCATION DESTINATION

Agent, Housing and Community Services, Inc. (“HCS”), will provide a current and ongoing listing of analogous dwellings that require alternative housing. HCS employs a Relocation Specialist that will track the vacant units each month.

- Owner and Agent will assure that all housing that is provided is decent, safe, and sanitary on a nondiscriminatory basis for families or individuals who are moved temporarily on-site, or who are moved off-site.
- All rental fees and moving costs will be paid by the OWNER during temporary relocation period, if needed. In addition, all relocation offsite will be within a fifteen (15) mile radius, if available, unless it is in response to a request for a reasonable accommodation.
- The resident will continue to pay the Owner the rent that they would otherwise have paid at the property if they were still occupying their unit.
- If tenant decides not to return to the property, then the Owner is not liable to pay the tenant. The owner will give the tenant a 60-day written notice that his unit is ready and give the tenant reasonable time to set up the move. If the tenant does not respond in writing within 30 working days, the tenant’s rent will no longer be paid and the property where the tenant is living will be notified.

Developments Available for Relocation

Complex	Address	Phone
18 th Landing	220 E. 18 th Street Weslaco, TX	956-900-2390

Weslaco Village Apartments Relocation Plan

Regency on 18th	413 E. 18 th Street Weslaco, TX	956-332-5228
Sangria Sunset	1602 S. Airport Dr. Weslaco, TX	956-463-3684
Express Ave. Apartments	425 Express Ave. Weslaco, TX	956-969-8800
515 Stoneridge Apartments	515 Pike Blvd. Weslaco, TX	956-772-3513
Alta Vista Towers	303 W. 6 th Street Weslaco, TX	956-351-5731
Santa Anna Apartment Homes	3600 N. Westgate Dr. Weslaco, TX	956-678-4444
Villa Verde Estates	2610 S. Border Ave. Weslaco, TX	956-351-6309
Pike Plaza Apartments	509 E. Pike Blvd. Weslaco, TX	956-854-4098
Midtown Village	1501 N. Border Ave. Weslaco, TX	956-247-4019
Weslaco Hills Apartments	2101 W. Business 83 Weslaco, TX	956-969-8300
Keystone Apartments	1409 W. Business 83 Weslaco, TX	956-447-3100

D. TEMPORARY RELOCATION BENEFITS

Relocation Advisory Services (49 CFR 24.205)

Tenant Notice

The General Information Notice was given to the residents on January 13, 2020. Subsequent notices and meetings are being provided to keep the tenants and their families abreast of the current situation. As needed, we will conduct meetings to begin the process for moving tenants and notifying them of their rights.

Once the relocation process begins, we will conduct a meeting. In the meeting the tenants will be informed of the need to move within a specified period and the assistance the relocation team will provide to assist them in the process.

Each tenant will be given a packet of information that includes information mandated by the URA. HCS will be available and make every attempt to keep the tenants informed throughout the process and to answer all questions that may arise.

Each tenant will be given written information (large print, translation services if needed) outlining the phases within the relocation project. This information will be relayed to the entire group along with specific individual settings with full access to the Relocation

Weslaco Village Apartments Relocation Plan

Specialists. The tenants that may require special assistance due to a disability will be identified and provided assistance in a nondiscriminatory manner.

Covered Costs

Moving services will be made available and each resident will be given the option of receiving packing and unpacking assistance. If a resident prefers to pack their own personal possessions, they will be provided packing boxes and tape for the move. If the tenant chooses to move themselves, the owner will be responsible for providing compensation for the packing and moving costs. Owner will also cover the cost for utility deposits and transfer fees for any temporary housing (but not permanent housing), along with transfer fees associated with the telephone and/or cable service at both the temporary housing and upon return to their newly renovated units. These costs will be paid directly to the providing agency in the name of the Head of Household for tenant's unit.

Due to the timing of the move, the Owner will pay the deposit for the unit in which they are moving. If any deposit is returned, it will be provided to the Owner and not to the tenant.

These costs will not be paid on behalf of anyone that moves prior to the coordination efforts of the Relocation Specialist or due to Eviction for Cause.

E. TEMPORARY RELOCATION OF TENANTS

A resident who qualifies as a displaced person and has to be moved from their dwelling has a choice of three relocation methods: commercial move with the use of a professional mover, self-move with reasonable and necessary expenses to be reimbursed through verification of invoices and not to exceed that of a professional move and related costs, or a fixed residential moving cost which is determined by the number of rooms in the displacement unit and includes all moving and related costs.

Berger Moving Company

Berger Transfer and Storage utilized in previous relocation moves and, if an additional moving company is required, we will use a local company with similar experience. If the resident wishes to move on their own, reimbursement for the cost of the move can be made as long as receipts can be provided.

Berger was established in 1910 and has since grown to become an innovative industry leader and Allied Van Lines' largest partner agent with 17 locations nationwide.

- Services—Berger is a full-service, multifaceted transportation company that provides household goods moving and warehousing, office and industrial relocations, special products shipping, commercial storage, asset management, and trade show transportation.
- Established Network of Support—Berger provides relocation solutions anywhere in the U.S. as well as to more than 130 countries.

Weslaco Village Apartments Relocation Plan

- More than 33,000 Shipments per Year—Berger has the experience and resources to service all of your relocation needs.
- 17 Offices and Full-Service Warehouses Nationwide— With multiple office locations, more than 1,140,000 square feet of storage space, and 2,160,000 cubic feet of hauling capacity, Berger is equipped to handle any transportation and warehousing needs.
- Hauling Fleet of more than 600 Vans—Berger has the largest hauling fleet within the Allied network which allows for a greater self-haul rate. Meaning the resident's belongings are less likely to be handled by multiple movers and are less likely to be damaged.

Moving Assistance

Moving services will be made available and each resident will be given the option of receiving packing and unpacking assistance. If a resident prefers to pack their own personal possessions, they will be provided packing boxes and tape for the move. If the tenant chooses to move themselves, owner will be responsible for providing compensation for the packing and moving costs as long as receipts can be provided. All residents will be provided written notice of their scheduled moving date and time and each resident will be allowed only one destination for their furnishings.

Utility Transfers

The Relocation Specialist will assist, if needed, with the transfer of utilities. If there are problems with the transfer that may hinder the scheduled relocation (delinquent bills, different user name, etc.), the complex will have the utilities activated and the resident will be given ten (10) business days after move-in to pay off the bill or set up a payment agreement with the utility company (must provide proof).

F. RELOCATION SERVICES

Case Management Services

Residents will be offered additional services after completing an individual needs assessment on each household. Once completed, referrals will be made to social service agencies to address the tenants' financial or other resource needs. In addition, they will be provided information on state and federal programs that may assist them. The main objectives of the case management services HCS will offer are to provide counseling and other assistance needed to minimize the residents' hardship in adjusting to the temporary relocation.

Transportation

The Relocation Specialist will be able to provide the necessary supportive services that may be required. If there is a need for the resident to see the off-site housing, they will be provided transportation via local taxi companies or other comparable service to tour the proposed property and unit.

WESLACO VILLAGE APARTMENTS BUDGET

Overview

It is anticipated that the actual number of residents residing at the property when the relocation begins will be no more than thirty-six (36) households based upon the residents now residing at the property. This is consistent with other relocation activities where approximately six (6) months from the start of construction leasing of vacant units is suspended. This plan has been built using that assumption.

Relocation / Social Counselor

These costs will be provided through HCS and the management company as part of the management fee. Relocation and social counselor before, during and after the reconstruction for up to 24 months.

Relocation/Social Counselor: 120 hrs/month \$30 14 months \$ 50,000

Moving & Storage

The cost to move residents' belongings in and out of the units, if necessary, during the time of temporary relocation will be provided by the property.

Moving Costs:	\$80,000
Storage Cost	\$ 18,000

Phone and Miscellaneous Costs:

Phone and cable transfer costs or disconnect and connection costs, if necessary, will be paid by the property. Includes some reimbursement for transportation costs.

Average cost is estimated at \$150 per unit.	\$ 5,400
---	-----------------

Temporary Housing Costs

Potential options will be made available to residents based upon their specific needs. It is anticipated that offsite relocation will be necessary for all residents living onsite when financing closes. The cost of offsite relocation is estimated net of passthrough as follows:

Temporary Housing Costs	\$ 238,000
--------------------------------	-------------------

Special Needs: It is expected to find some of our residents have special needs that require special consideration. Twelve units are currently being targeted as ADA accessible.

Budget - 7 units/\$2,000	\$ 6,000
Contingency	<u>\$ 2,600</u>

TOTAL BUDGET	\$400,000
---------------------	------------------

The aforementioned relocation budget is based on current experience.



City of Weslaco Southeast Community Revitalization Plan

**Adopted by the City Commission
February 18, 2020**

Table of Contents

Introduction	1
Plan Boundaries	3
Demographics	4
Community-Based Process	7
Community Assets	7
Revitalization Goals & Objectives	8
Completed Improvement Projects	11
Planned Improvement Projects	12
Plan Implementation	13
Maps	
EXHIBIT 1: Revitalization Area	14
EXHIBIT 2: Revitalization Area Census Tracts	15
EXHIBIT 3: Map of Completed & Planned Improvement Projects	16
EXHIBIT 4: List of Completed & Planned Improvement Projects	17

INTRODUCTION

The City of Weslaco is located in Hidalgo County Texas in the heart of the Rio Grande Valley, near the Rio Grande River and within driving distance of beautiful South Padre Island and the Texas Gulf Coast. Weslaco is a small-town community with a population of 39,420 residents. The City is situated along the Texas-Mexico border and is well-known for its historic landmarks, unique architecture, vibrant downtown, family-friendly atmosphere, and rich cultural heritage.

Founded in 1919, Weslaco is one of the oldest towns in South Texas. Originally, the town was part of a Spanish Land Grant and was used for ranching before it was sold to the W.E. Stewart Land Company in 1917, which is where the name Weslaco is derived from. The City's one-of-a-kind history and legacy serve as one of the community's greatest assets, but today the City's economy is primarily driven by the manufacturing, distribution, and service industries.

In an effort to protect and preserve the City's history, character, and economic vitality it has become necessary to develop a coordinated revitalization plan for parts of the city that may not have received the same level of investment as other areas to ensure that older, lower income areas are not left behind or neglected, such as the City's Southeast side.

The City's Southeast Community was once a vibrant collection of neighborhoods with low rates of poverty and crime, affordable homes, high performing schools, well-maintained streets, and an abundance of economic opportunity for residents. However, demographic data suggests that this part of our community has not kept pace with the growth and development seen in other parts of Weslaco and the area has begun to decline.

Housing production is one of the best-known indicators of the economic strength of a community and that has remained consistent over the last few years, but homes are becoming increasingly unaffordable for some residents as poverty rates in the area have increased and wages have remained stagnant for years, all while the population has expanded. Today, the Southeast Community is marked by rising property taxes, low wages, vacant housing units, and limited economic growth.

To address these and other critical issues facing the area, residents and stakeholders have partnered with the City of Weslaco to create the **Southeast Community Revitalization Plan**. The topics addressed in this plan include economic development, affordable housing, transportation and mobility, infrastructure improvements, community facilities, and public safety. The Southeast Community Revitalization Plan incorporates fundamental urban planning principles and community development ideas from a broad group of stakeholders.



Revitalization efforts that include prioritizing local small business development, improving area streets, attracting new companies and community development organizations, investing in area schools, and reimagining public spaces will lead to the creation of new jobs and the enhancement of the overall standard of living for area residents. Focusing revitalization efforts in the City's Southeast Community will help to level the playing field in the community and provide current and future residents with a higher quality of life for years to come.

As with any revitalization initiative, it is important to ensure that private and public property is kept safe from the negative effects associated with unchecked economic growth and community development. Problems such as gentrification, environmental degradation, and over-commercialization can easily occur in a rapidly expanding economy and must be addressed carefully. In short, the purpose of this plan is to document the extent of the revitalization already underway in the City's Southeast side and to create a framework for continued revitalization of the area referred to in this plan as the "Southeast Community".

Investment in the Southeast Community has been ongoing for more than a decade. Funding for infrastructure projects and other improvements within the Southeast Community come from a variety of sources, including a collection of local and state organizations and private entities. These organizations include: The City of Weslaco through its various capital improvement projects, the Weslaco Independent School District (WISD) with its bond initiatives and other school improvement programs, the Texas Department of Transportation (TxDOT) with its infrastructure projects, and other private businesses.

The City of Weslaco and its community partners have included in this revitalization plan a list of improvement projects already completed in the area and those planned for the near future. By compiling a list of recent improvements, the City and other interested parties will be able to calculate the level of investment in the area more accurately. This will ensure that the development taking place is well-documented, resources are being allocated efficiently, information is accessible to the public, and most importantly the Southeast Community is not neglected or left behind to become blighted or harmful to area residents.

The Southeast Community Revitalization Plan serves a key role in communicating the desires of Southeast side residents with the Mayor, City Commissioners, and other stakeholders. The goals and objectives for revitalizing the Southeast Community have been outlined in this planning document to provide a guide for future development. By prioritizing economic development and investing in critical infrastructure such as schools, streets, and utilities the Southeast Community will become a healthier, happier, and more vibrant place for people to live, work, and play.



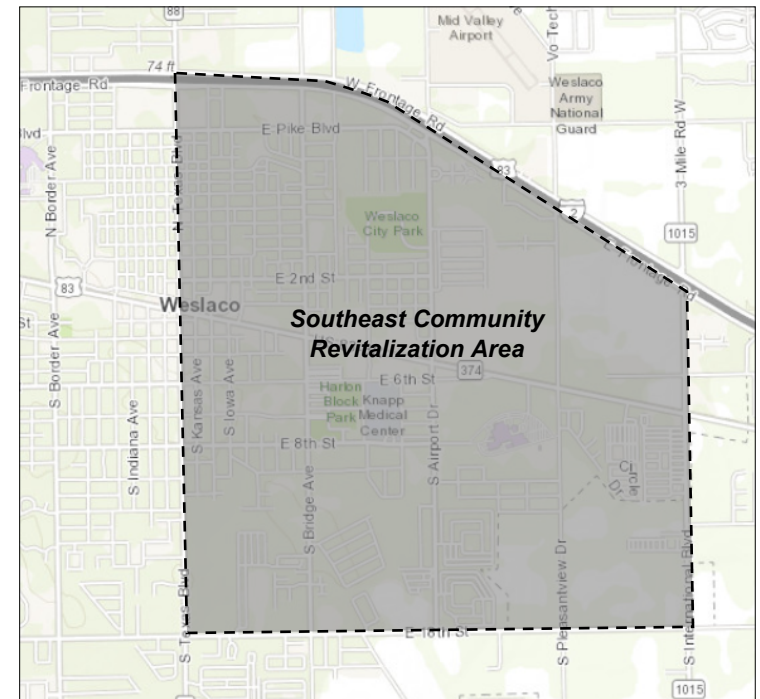
PLAN BOUNDARIES

The Southeast Community Revitalization Plan Area encompasses an approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco. The revitalization area is bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South. The revitalization area is pictured below and on a larger map (**EXHIBIT 1**) at the end of this document.

The revitalization area was identified based on several factors, including input from community stakeholders, physical boundaries such as railroads or highways, area demographics, completed or planned improvement projects, and the presence of important community assets, such as schools or hospitals. The area was also identified because of the community's desire to focus resources and revitalization efforts in certain older areas to ensure they receive the same or similar levels of investment as other parts of the City. The area is primarily residential with a good mix of single-family and multi-family housing and nodes of commercial and industrial development at the peripheries of the revitalization area.

FM 1015 or South International Blvd forms the eastern edge of the revitalization area and was selected because it is commonly referred to as the eastern edge of the City as a whole. It also acts as a physical barrier separating the Southeast Community from the more rural area on the opposite side of the street. IH-2/U.S. 83 Expressway forms the northern edge of the revitalization area and was selected because it is the largest physical barrier separating the North and South sides of the City, thus it acts as the northern edge of the Southeast side.

South Texas Blvd. was selected as the western edge of the revitalization area, because (other than the highway) it is the primary transportation corridor or “main street” that connects downtown Weslaco to all other parts of the City. It is lined by an assortment of businesses including grocery/convenient stores, auto shops, fast food restaurants, banks, churches, and retail. It provides a direct access route to downtown and is viewed as the de facto edge of downtown. Finally, West 18th Street was identified as the southern edge of the revitalization area because it serves as the primary arterial road connecting the east and west side of Weslaco south of IH-2.



DEMOGRAPHICS

The current population of Weslaco is 39,420, the median age is 31.9 years old, and the median household income is \$37,558 according to the U.S. Census Bureau 2013-2017 American Community Survey (ACS) 5-Year Estimates. Historically, the City has experienced low population density, limited growth, and incomes far below the U.S. median household income (\$57,652), but it has experienced marginal growth in these areas over the past decade. In 2010, the population was estimated at 34,544, and by 2017 it had increased fourteen percent (14%) to 39,420. Additionally, the median household income went from \$31,790 in 2009 to \$37,558 in 2017. Even moderate shifts in population and income can impact housing markets and development activity, as well as expanding the need for additional city services, therefore it is important for communities to consider why these demographic shifts are happening and what can be done to change or improve them.

The Southeast Community however, which is located in census tracts 227.01, 226, and part of 225.02 (see **EXHIBIT 2**), has experienced a different set of demographic trends. As shown in **Table 1**, the population in each census tract has fluctuated by small amounts between 2012 and 2017, but the current population data indicates the population is decreasing. Notably, census tract 227.01 is the only census tract between the three that showed an overall increase in population since 2012.

**Table 1. Population in Southeast Community by Census Tract & Year
U.S. Census Bureau 2013-2017 ACS 5-Year Estimates**

Year	Census Tract 227.01	Percentage Difference	Census Tract 226	Percentage Difference	Census Tract 225.02	Percentage Difference
2017	5,550	-1%	2,167	-3%	5,241	-5%
2016	5,624	+1%	2,225	+5%	5,492	-5%
2015	5,542	-0.8%	2,113	-4%	5,785	+1%
2014	5,584	+7%	2,209	-7%	5,706	+8%
2013	5,223	+3%	2,363	-2%	5,280	-1%
2012	5,067	--	2,407	--	5,321	--

Incomes in Weslaco have remained mostly stagnant over the last decade, which is a trend found in cities throughout the U.S. The median household income for the City of Weslaco increased less than five percent (5%) in seven years. In 2010, the median household income in Weslaco was \$35,851 and by 2017 it increased to only \$37,558. **Table 2** below represents the changes in median household income in the revitalization area since 2012. Census tract 227.01 and 226 saw a small decrease in median household income over this time, while census tract 225.02 saw a fifteen percent (15%) increase in 2017. This is likely because census tract 225.02 extends beyond the revitalization area and partially encompasses a part



of the city with higher incomes, i.e. the north side. However, census tract 227.01 is completely within the revitalization area and is one of the lowest income census tracts in the City. According to the data provided below, the median household income in this census tract dropped five percent (5%) in 2017, which is higher than both other census tracts represented and is trending downward

**Table 2. Median Household Income by Census Tract & Year
U.S. Census Bureau 2013-2017 ACS 5-Year Estimates**

Year	Census Tract 227.01	Percentage Difference	Census Tract 226	Percentage Difference	Census Tract 225.02	Percentage Difference
2017	\$37,257	-5%	\$24,853	-3%	\$28,042	+15%
2016	\$39,111	-1%	\$25,521	+1%	\$24,351	+1%
2015	\$39,512	-0.5%	\$25,156	-5%	\$24,052	-5%
2014	\$39,684	+2%	\$26,542	+11%	\$25,353	+2%
2013	\$39,010	+1%	\$23,989	-7%	\$24,763	+5%
2012	\$38,519	--	\$25,833	--	\$23,569	--

In addition, poverty rates have increased in the Southeast Community, which might indicate either a lack of economic opportunities or a lack of access to high-paying jobs. In 2012 the percentage of individuals living below the poverty level in census tract 227.01 was 26.1 percent, but by 2017 it had increased to 27.6 percent. In census tract 226, the poverty rate went from 24.7 percent in 2012 to 30.6 percent in 2017. However, similar to the median income the poverty rate in census tract 225.02 decreased, going from 39.3 percent in 2012 to 31.3 percent in 2017.

The Southeast Community has a slightly older population compared to other parts of Weslaco, which is represented below. The median age for male and female residents in census tract 227.01 is 44 years old. The median age for male and female residents in census tract 226 is 46 years old and in census tract 225.02 the median age is 29 years old. An aging population is not by itself responsible for creating a weak local economy, however it can lead to issues like a shortage of workers, those who are working may have to pay higher taxes, and a larger portion of people's incomes is likely to be spent on healthcare.

44 years
Median Age in
census tract 227.01

46 years
Median Age in
census tract 226

29 years
Median Age in
census tract 225.02



The racial and ethnic composition of Weslaco based on the 2013-2017 American Community Survey 5-Year Estimates is 87.7% Hispanic or Latino (of any race), 11% White, 0.2% Black or African American, and 1.1% Asian. Hispanic or Latino residents make up a substantial majority of the population, which is clearly rooted in the area's proximity to Mexico and the area's Hispanic heritage. However, a lack of cultural diversity in a community can have a variety of economic impacts. The types of businesses that exist in the area, the restaurants people go to, the recreational activities people enjoy, and other consumer trends can all be impacted by race and culture. Therefore, it is important to plan for a diverse population to maximize the economic opportunities for all residents.

Housing occupancy status provides vital information on the number of vacant housing units in a given area for either renter or owner-occupied housing. The amount of vacant housing units versus occupied housing units in the Southeast Community Revitalization Area according to recent census data is represented in **Table 3** below. The data indicates fifty-four percent (54%) of housing units in census tract 227.01 are vacant, eleven percent (11%) of housing units in census tract 226 are vacant, and eighteen percent (18%) are vacant in census tract 225.02. Having a high number of vacant units could be attributed to an oversupply of housing, it could mean there is a lack of employment opportunities, or that there is a limited supply of new housing in the area, so people are leaving for newly developed areas.

**Table 3. Housing Occupancy Status
U.S. Census Bureau 2013-2017 ACS 5-Year Estimates**

Status	Census Tract 227.01	Census Tract 226	Census Tract 225.02
Occupied	2,067	770	1,550
Vacant	1,124	86	280
Total	3,191	856	1,830
% Vacant	54%	11%	18%

Despite some concerning demographic trends over the last five to ten years in terms of income and poverty, the Southeast Community is equipped with a variety of strong community assets, educational opportunities, and the potential for rapid economic growth and community development. However, some of the trends discussed above can escalate quickly and become more problematic if ignored. Household incomes in the Southeast Community have not kept pace with increases in housing and transportation costs, which may lead to increased housing affordability issues for residents. Approximately thirty-three percent (33%) of the City's total population, or 12,958 people live within the revitalization area on the City's Southeast side, therefore it is imperative that the City allocate adequate resources and dispatch services in an equitable manner to ensure that the Southeast Community is not disproportionately neglected.



COMMUNITY-BASED PROCESS

The Southeast Community Revitalization Plan was developed through a series of public meetings and community meetings. The meeting and notification dates are listed below. The planning process was conducted in accordance with the policies set forth by the City's Planning and Codes department. Throughout the planning process, City staff and stakeholders worked diligently to solicit public participation in the development of the Plan. The revitalization goals and objectives outlines in the Plan are based on a comprehensive review of existing issues, goals and objectives affecting the area and input received about the various issues in the area.

PUBLIC MEETINGS

1. January 14th, 21st and 28th- Noticed of public hearing posted in local newspaper
2. February 5, 2020- City of Weslaco Planning & Zoning Commission Plan Review Meeting
3. February 18, 2020- City of Weslaco City Commission meeting

COMMUNITY ASSETS

One of the goals of this revitalization plan is to create a list of community assets or resources that currently exist in the community that can be leveraged to help the community meet its needs. Community assets include organizations, people, partnerships, facilities, funding, policies, regulations, and a community's collective experience. Any positive aspect of the community is an asset that can be leveraged to develop effective solutions. There are two approaches to identifying community assets. The first approach is to identify the assets that are already known for supporting the community, and the second approach is to build upon the experiences of other communities to highlight resources that may be available.

Weslaco's Southeast Community has several important assets that can help the community meet its needs and distinguish the area as an economic generator for the city and region. For example, the Knapp Medical Center located between E. 6th and 8th streets on Knapp Medical Blvd. provides high-quality, comprehensive health care services to individuals and families throughout the Rio Grande Valley while simultaneously providing jobs and other benefits to the area. Trade and retail from U.S./Mexico are also significant assets.

Below is a short list of community assets that benefit the Southeast Community and can be leveraged to help revitalize the area. These assets should be supported and enhanced by the City and other influential parties through improvements to the surrounding infrastructure to bolster their impact in the community.



- Weslaco Water Tower (historically significant)
- Original City Hall, converted into fire station (historically significant)
- Knapp Medical Center (Prime Healthcare Services)
- Weslaco Nursing and Rehabilitation Center
- Weslaco Skatepark
- South Texas College Mid Valley Campus
- Frontera Audubon Nature Center
- Mayor Pablo Peña Park
- Kapal Industries

REVITALIZATION GOALS AND OBJECTIVES

The Southeast Community Revitalization Plan has a variety of goals and objectives organized into six major improvement areas: Economic Development, Public Safety, Street Improvements and Mobility, Schools, Housing, and Social and Recreational Facilities. Collectively, these goals summarize the needs of the community and the revitalization efforts already underway in the area while providing a vision for the future based on the problems facing the area.

The goals, objectives, and improvements included in this plan and discussed in detail below should be incorporated into the community within the next ten years and have historically been funded through the City's general fund, City bond programs, the Weslaco ISD bond programs, the Texas Department of Transportation (TxDOT), and investments from other private entities. Funding for infrastructure and other improvement projects in the area is based on the concentration of projects and programs already completed in the Southeast Community. This funding is expected to continue until all of the planned improvements are completed and the goals have been accomplished or initiated.

- 1. Economic Development** – The overarching economic development goal is to create an economically viable community through a well-trained workforce with safe, attractive corridors that have a diverse mix of businesses. The corridors and the transportation network of the Southeast Community would benefit from an investment of new businesses and a redesign of roadways to reduce traffic congestion and make streets more pedestrian and bicycle friendly, which will increase consumer spending and sales tax revenues. Improving pedestrian linkages and enhancing streetscapes will encourage patronage of businesses within the Southeast Community. It is also important to encourage sustainability, resiliency, and continuity of economic development programs through secure funding



sources. Cooperation between businesses, community organizations, and property owners is also encouraged to enhance economic viability.

2. **Public Safety** – The underlying public safety goal is to create a community that is safe and clean for all residents. Specifically, the public safety goals for the area includes increasing the presence and quality of police protection through shorter response times and improved customer service, eliminating illegal dumping of refuse materials, creating safer streets by reducing speeding on residential streets, installing additional traffic signals that are synchronized and well-maintained, and installing low-energy and/or solar-powered lighting along roadways and in public spaces to improve night driving and reduce the potential for criminal activity. Some goals that will indirectly improve public safety within the Southeast Community are addressed in other sections of this plan, such as goals related to economic development, housing, transportation and infrastructure, and community facilities.



*View at the intersection of East 18th Street and S. Bridge Ave.
Looking East*

3. **Street Improvements and Mobility** – The street improvement and mobility goals are to enhance the aesthetics and service level of road infrastructure in the Southeast Community through improvement to current systems so that transportation networks for all modes of transportation function safely and efficiently. This can be accomplished by incorporating street design with improved curb cuts, new street markings, and drainage enhancements. Investing in street improvements that will make the area more attractive and improve mobility is always a worthwhile investment.
4. **Schools** – Education is at the heart of any community. Therefore, it is critical that the City and the Weslaco Independent School District continue to invest and upgrade school facilities and programs in the Southeast Community to provide students with the best possible educational opportunities. Weslaco ISD has been investing in facility upgrades for years, but it is important to continue and even increase these investments. Another school improvement goal is to improve the high school graduation rates. According to the U.S. Census Bureau, seventy-one percent (71%) of the population is a high school graduate or higher, however, of the population twenty-five years and over nineteen percent (19.2%) has less than a 9th grade educational attainment. Education is a key determining factor in an individual's earning potential over time, so it is important to emphasize the need to improve these metrics.



- 5. Housing** – The long-term housing goal is to have a well-maintained community with a diverse housing supply that meets the needs of current and future residents through all stages of life. The City should encourage the development and/or rehabilitation of diverse housing options near schools for families with school age children, promote the development of affordable housing and preserve existing affordable housing units for lower income community members. The community should work to increase the diversity of housing for young adults and seniors, encourage home ownership, promote programs that aid residents in their home ownership goals, and identify owners of properties that are habitually in disrepair and hold them accountable for required maintenance. Several homes and apartments in the area have fallen into disrepair as fencing needs to be replaced, roofs and siding have deteriorated and need replacing, and trees are dangerously close to power lines. 2017 census data indicates there are 1,490 vacant homes in the Southeast Revitalization Area. High housing vacancy can lead to lower property values and represents a loss in property tax revenue for the City. Residents want to ensure that housing meets the needs of the community, it is decent, clean, and safe, and is built to enhance the community's overall image, therefore it is critical to improve housing conditions and options within the Southeast Community.
- 6. Social and Recreational Facilities** – Social and recreational facilities are important community assets that provide a variety of benefits for residents. Parks and community facilities that are well-maintained assist with improving physical and mental health, as well as providing space for the public to congregate and participate in social events. The social and recreational goals of this plan are to enhance existing park facilities to include additional playground equipment and seating areas that are ADA compliant, to build a new community center that provides youth and adult education classes on a regular basis to help community members develop new skills and achieve personal goals. It is critical for the City to work in an ongoing partnership with residents to identify new opportunities for social and recreational activity. New recreational areas such as dog parks, hiking/biking trails, fixed exercise equipment, covered seating areas, etc. will also help to improve overall health in the community.

COMPLETED COMMUNITY AND ECONOMIC DEVELOPMENT IMPROVEMENT PROJECTS AND PROGRAMS

The community development projects and programs listed below represent completed projects located within the Southeast Community Revitalization Area. These projects have been implemented to assist with revitalizing the area. The improvement projects listed have been funded through a variety of organizations interested in helping the area thrive and have been working to improve conditions for more than ten years. The total investment in the area generated from these projects and programs is over \$19 million. See **EXHIBIT 3** for a map of project locations.



1. **Project Name:** Knapp Medical Center Improvements
Description: After Knapp MC was acquired by Prime Healthcare in 2013, the organization invested \$10 million in facility improvements.
Funding Amount: \$10 million
Funding Source: Prime Healthcare Services
2. **Project Name:** Weslaco Independent School District (WISD) Facility Improvements
Description: Electrical upgrades and parking lot lighting at Margo Elementary
Funding Amount: \$466,400
Funding Source: WISD
3. **Project Name:** Weslaco Independent School District (WISD) Facility Improvements
Description: Tile replacement at Margo Elementary and Weslaco East High School
Funding Amount: \$480,118
Funding Source: WISD
4. **Project Name:** Weslaco Independent School District (WISD) Facility Improvements
Description: New fencing added at Margo Elementary, completed June 2018.
Funding Amount: \$463,251
Funding Source: WISD
5. **Project Name:** Weslaco Independent School District (WISD) Facility Improvements
Description: Roofing Improvements to Cuellar Middle School gym, completed August 2018.
Funding Amount: \$2,215,896
Funding Source: WISD
6. **Project Name:** Weslaco Independent School District (WISD) Facility Improvements
Description: Weslaco East High School New Band Hall, completed March **2019**
Funding Amount: \$6 million
Funding Source: WISD



PLANNED COMMUNITY AND ECONOMIC DEVELOPMENT IMPROVEMENT PROJECTS

In addition to the completed projects listed above, the following improvements are underway or planned for the revitalization area and are expected to be completed in the next three to five years. Over \$44 million has been approved for improvements planned in the revitalization area.

7. Project Name: Drainage Bond

Description: Drainage capital improvement bond approved by voters in May 2019.

Funding Amount: \$10 million

Funding Source: City of Weslaco

8. Project Name: Kapal Industries warehouse expansion

Description: Kapal Industries, a cabinet manufacturing company recently moved their warehouse operations to Weslaco at 508 S. Nevada Ave. The new facility is expected to bring 30 new jobs to the City by 2020.

Funding Amount: Unavailable

Funding Source: Private

9. Project Name: Road Improvements on S. Bridge Ave.

Description: Widening one mile of S. Bridge Avenue from Pike Blvd. to 10th Street.

Funding Amount: \$3,976,377

Funding Source: Texas Department of Transportation (TxDOT)

10. Project Name: Road Improvements on Business 83

Description: General road improvements, including improved drainage, pavement markings, and signage along a 14-mile stretch of U.S. Business 83 from FM 1426 to Mercedes

Funding Amount: \$1,090,303

Funding Source: Texas Department of Transportation (TxDOT)

11. Project Name: Road Improvements on FM 1015 (S. International Blvd.)

Description: Substantial road construction to include widening the road and adding new lanes and shoulders along a 4-mile stretch of FM 1015.

Funding Amount: \$29,750,000

Funding Source: Texas Department of Transportation (TxDOT)



PLAN IMPLEMENTATION

The success of the Southeast Community Revitalization plan is dependent upon the City's ability to create a coalition of stakeholders and organize a successful implementation strategy. Southeast community residents and City leaders will need to work together toward achieving the goals and objectives that are outlined in this revitalization plan. The City of Weslaco plans to organize a core group of dedicated stakeholders, a "Plan Implementation Team", that will meet on a regular basis and is charged with establishing specific action items that will lead to the implementation of the community's goals and objectives.

The Plan Implementation Team should:

1. Organize members into committees and sub-committees as needed to oversee implementation of major plan topics.
2. The team should provide outreach to increase community participation and attendance at public meetings and to establish partnerships that will aid in the implementation of the plan's goals.
3. The team should also be responsible for ensuring reliable and timely implementation of the plan by prioritizing objectives and routinely monitoring plan progress.



MAPS



EXHIBIT 2: REVITALIZATION AREA CENSUS TRACT MAP

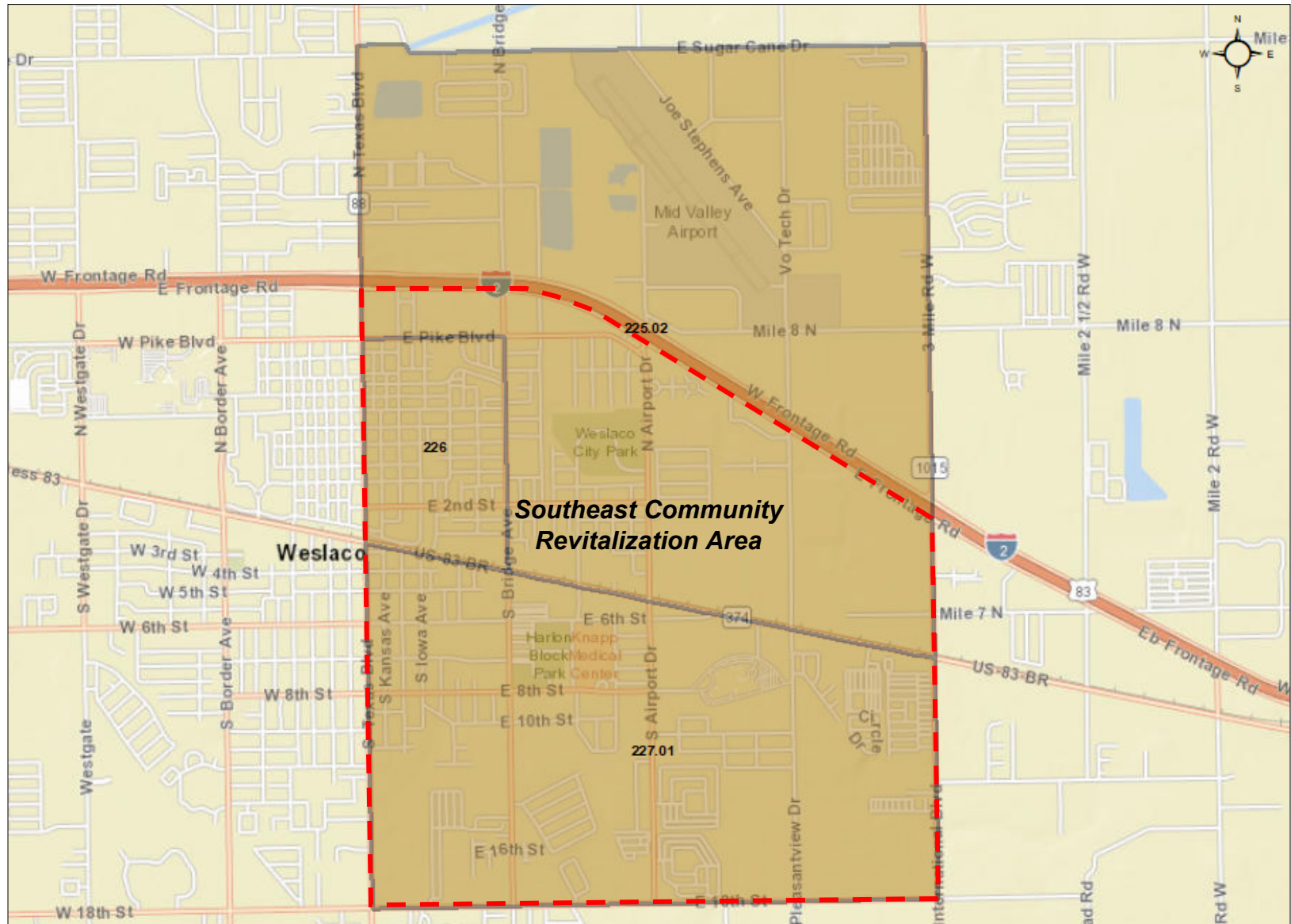


EXHIBIT 3: MAP OF COMPLETED AND PLANNED IMPROVEMENT PROJECTS

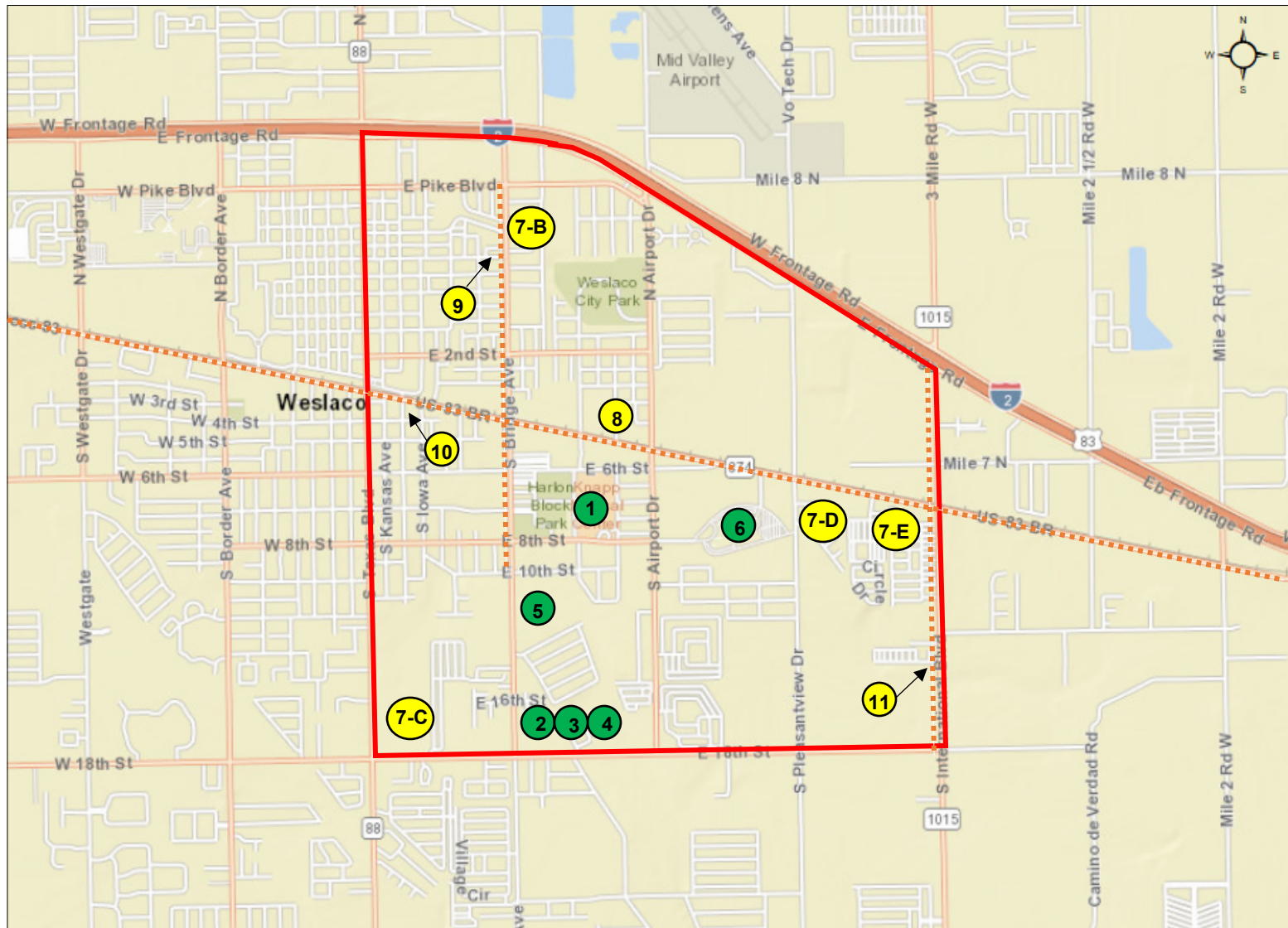


EXHIBIT 4: LIST OF COMPLETED AND PLANNED IMPROVEMENT PROJECTS

<u>COMPLETED PROJECTS</u>		<u>FUNDING AMT.</u>
1	Knapp Medical Center Improvements	\$10,000,000
2	Weslaco ISD Facility Improvements #1 (Lighting)	\$466,400
3	Weslaco ISD Facility Improvements #2 (Tile)	\$480,118
4	Weslaco ISD Facility Improvements #3 (Fencing)	\$463,251
5	Weslaco ISD Facility Improvements #3 (Roofing)	\$2,215,896
6	Weslaco ISD Facility Improvements #4 (New Band Hall)	\$6,000,000
<u>PLANNED PROJECTS</u>		<u>FUNDING AMT.</u>
7	Drainage Bond Project (locations B, C, D, E)	\$10,000,000
8	Kapal Industries Warehouse Expansion	Unavailable
9	TxDOT Project #1 (S. Bridge Ave. Improvements)	\$3,976,377
10	TxDOT Project #2 (Business 83 Improvements)	\$1,090,303
11	TxDOT Project #3 (FM 1015 Improvements)	\$29,750,000





Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3065
From: Rebekah De La Fuente		
Subject: Discussion and consideration to adopt Resolution 2020-16 authorizing the project known as Weslaco Village Apartments as a development that will contribute most significantly to the concerted revitalization efforts of the City of Weslaco- Southeast Community Revitalization Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed project is for the reconstruction of Weslaco Village Apartments located at 1601 S. Bridge Avenue. The proposed resolution will assist them with the applicant and funding of the project.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
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):		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: R2020-16 Weslaco Village Apartments Resolution of Most Significant		
Responsibilities upon Approval: Staff will advise applicant.		

RESOLUTION NO.: 2020-16

A RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE PROJECT KNOWN AS WESLACO VILLAGE APARTMENTS AS A DEVELOPMENT THAT WILL CONTRIBUTE MOST SIGNIFICANTLY TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF WESLACO- SOUTHEAST COMMUNITY REVITALIZATION PLAN

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

WHEREAS, TG 105, Inc. ("Applicant") and Housing and Community Services Inc. (dba Prospera Housing Community Services) ("Developer"), have proposed a development for affordable rental housing at 1601 S. Bridge Avenue, Weslaco, Texas 78596 named Weslaco Village Apartments in the City of Weslaco, Texas; and

WHEREAS, the City of Weslaco has considered the revitalization needs of the Southeast Community Area (the "Designated Area") and adopted a Community Revitalization Plan referred to as the City of Weslaco Southeast Community Revitalization Plan (the "Plan") for the Designated Area on February 18, 2020; and

WHEREAS, in furtherance of the community revitalization activities noted in the Plan, Applicant along with Developer propose to demolish and reconstruct an existing affordable housing development with 44 affordable units and add six (6) market units for a total of 50 units in the Designated Area, to be known as Weslaco Village Apartments; and

WHEREAS, Applicant and Developer have advised that they intend to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Weslaco Village Apartments; and

WHEREAS, the City supports the proposed development because of the Applicant's and Developer's experience and the anticipated community revitalization impact for the Designated Area; and

IT IS HEREBY RESOLVED, that the City of Weslaco, acting through its governing body, hereby confirms that the Weslaco Village Apartments located at 1601 S. Bridge Avenue, as proposed contributes more than any other Development to the City of Weslaco concerted revitalization efforts as described in the City of Weslaco's Southeast Community Revitalization Plan and that this formal action has been taken to put on record the opinion expressed by the City of Weslaco on February 18, 2020; and

FURTHER RESOLVED that for and on behalf of the City Commission of the City of Weslaco, the City Clerk is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this **18th** day of **February 2020**, by the City Commissioners of the City of Weslaco, Texas.

CITY OF WESLACO

DAVID SUAREZ, MAYOR

ATTEST:

MYRA L. AYALA, CITY SECRETARY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3066
From: Rebekah De La Fuente		
Subject: Discussion and consideration to execute a Utility Easement between Auriel Investments and the City of Weslaco for the construction of a sanitary sewer line for the proposed Harbor Freight development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed utility easement will be granted to the City from Weslaco Plaza Subdivision to allow an access point to extend sanitary sewer to the Harbor Freight Development located on the west side of Weslaco Plaza Subdivision.		
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):		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Utility Easement		
Responsibilities upon Approval: Staff will advise applicant.		

UTILITY EASEMENT

Date: January 13, 2020

Grantor: AURIEL INVESTMENTS, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: 101 E. Nolana Ave., Ste. 130
McAllen, Texas 78504
Hidalgo County

Grantee: CITY OF WESLACO, TEXAS, a home-ruled municipal

Grantee's Mailing Address: 255 S Kansas Avenue, Weslaco, Hidalgo County, TX 78596

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived on account of the construction and maintenance of utility improvements on the property.

This easement, together with the other provision of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. When the context requires, singular nouns and pronouns include the plural.

1. **Grant of Easement.** Subject to the reservations, covenants, conditions, and limitations provided in this Agreement, Grantor hereby grants, sells, and conveys to Grantee, and its successors and assigns, a permanent, exclusive easement and right of way ("**Easement**") for the construction and installation of a sanitary sewer line and appurtenant equipment and fixtures ("**Facilities**"), being, in, on, under, through and across the certain real property of the Grantor, situated in Hidalgo County, State of Texas (the "**Easement Area**"). The Easement Area is more fully described on Exhibit "A" & "B", a copy of which is attached hereto and made a part hereof. Grantor further hereby grants to Grantee, the right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, relocate within the Easement Area, and upgrade one 12" sanitary sewer together with the right to do anything reasonably necessary for the enjoyment of the Easement herein granted.

2. **Construction and Maintenance.** Grantee shall install and maintain the Facilities in compliance with all applicable law and regulations and so as not to interfere with the operations of Grantor or its tenants or licensees on Grantor's adjoining property. Grantee shall maintain the Easement Area and the Facilities in compliance with all applicable safety laws, rules and regulations. Any maintenance or repair costs for the Easement Area or the Facilities associated with Grantee's use thereof shall be born solely by the Grantee. Grantee further agrees to restore,

at Grantee's sole cost and expense, any damage to the Easement Area or Grantee's adjoining property caused by Grantee or its contractors, permittees, or employees, in connection with the use of the Easement or entrance onto the Easement Area or Grantee's adjoining property, subject to the other terms of this Agreement.

3. **Ingress and Egress.** Except in the event of emergency, Grantee's right of ingress and egress to and from the Easement Area shall be as follows: (1) along the Easement Area for the purpose of routine inspection; and (2) solely for the purpose of construction, reconstruction, maintenance, and repair operations, Grantee may access the Easement Area along the Easement Area and such other routes designated by Grantor, so long as such routes are reasonably necessary for such purpose; in the event Grantor does not designate a reasonable route, then Grantee may determine its reasonable access for such purposes, utilizing existing roadways or paths, to the extent reasonably practicable. Grantee shall make reasonable efforts to avoid creating conditions causing or contributing to erosion on the Easement Area or adjoining lands and shall take prudent measures in the design, construction, maintenance and use of the Facilities to avoid erosion. In any event, Grantee agrees to restore and repair (to substantially the same or better condition existing prior to Grantee's disturbance thereof), or pay Grantor for (if repairs are not or cannot be made), actual damages to Grantor's real and personal property, including but not limited to: roads, fields, trees located outside of the Cleared Easement Area, as defined below, plants, pastures (including reseeding with native grasses, if necessary), livestock, crops, fences, gates, irrigation and drainage systems, terraces and berms caused by Grantee (1) during construction, reconstruction, repair or maintenance of the sanitary sewer line and/or associated fixtures and/or appurtenances; and/or (2) as the result of Grantee's exercise of the rights herein granted; provided, however, that Grantee shall have no obligation to restore, repair or pay for damages attributable to the necessary removal of prohibited structures or other obstructions within the Easement Area as set forth herein. Except in the event of emergency, Grantee agrees to make reasonable efforts, whether by telephone, voicemail, letter, or email, to contact Grantor or his/her representatives, agents, or tenants at least forty-eight (48) hours before entering Grantor's property. In the event of an emergency situation, Grantee will notify Grantor by telephone that it has accessed the property within forty eight (48) hours after accessing Grantor's property.

4. **Compliance With Laws and Safety Rules.** Grantee shall, at its sole cost and expense, comply with all applicable laws, regulations, rules and orders (including environmental protection laws) regardless of when they became or become effective, relating to the Easement, Grantee's use of the Easement Area or Grantee's adjoining property, construction of the Facilities. If Grantee or any of its contractors or other agents shall cause any release of any hazardous substances in the Easement Area or the Property or otherwise violate any applicable environmental law, Grantee, at its expense, shall promptly remediate such release to the satisfaction of any governmental body having jurisdiction. Grantee agrees that no explosives will be used in the construction of the sanitary sewer lines or any associated fixtures and/or appurtenances. Grantee shall not: (a) cause any persons other than its employees, service providers, contractors, subcontractors and agents to access the Easement Area; (b) smoke, hunt or fish on Grantor's property; (c) carry firearms or bring dogs, recreational equipment not normally used to complete the work for which the easement was granted, alcohol, or illegal drugs on the Easement Area; or (d) remove any water, wood, crop, arrowheads, artifacts and/or

any other archeological materials, or any other objects whatsoever belonging to Grantor or situated on Grantor's property. Except when emergency repair or restoration services are required, Grantee shall have no right to allow, permit, or authorize its contractors, employees, agents or affiliates, to either camp or reside on the Easement Area overnight, in any manner, or establish any living quarters on the Easement Area.

5. **Restoration.** Notwithstanding anything to the contrary contained herein, promptly upon the completion of construction of the sanitary sewer line, and any subsequent operations, which shall include but not be limited to reconstruction, upgrade, operation, inspection, patrol, maintenance, repair, replacement, and removal of the sewer line and structures, Grantee shall restore the surface of the easement and right-of-way to the natural contour of the land and to as near the condition as existed immediately prior to such operations hereunder as reasonably practical, including but not limited to: roads, fields, pastures (including reseeding with native grasses, if necessary), crops, fences, gates, irrigation and drainage systems, terraces and berms. Grantee agrees to remove the spoils resulting from digging or installation of the sanitary sewer line, and upon request by Grantor, such spoils will be discarded at another location on Grantor's property as reasonably directed by Grantor to the extent permissible under applicable environmental laws. Upon completion of the initial construction of Grantee's Facilities and upon completion of any subsequent construction or maintenance relative to such Facilities, Grantee agrees, at its expense, to remove and dispose of all debris, trash, and litter resulting from such construction or maintenance.

6. **Grantor's Reserved Rights.** The Easement is subject to the prior and continuing right of Grantor to use the Easement Area in any manner that does not interfere with Grantee's permitted use of the Easement Area, in accordance with the terms of this Agreement. Grantor retains the right to construct fences (provided gates are installed that adequately provide Grantee the access rights conveyed herein) and roads and make other use of the surface of the Easement Area for Grantor's own purposes (including but not limited to ranching, agricultural, hunting and other recreational purposes) and to grant additional easements and rights-of-way for the installation of pipelines and electric distribution lines that cross the Easement ("**Utility Easements**") so long as such uses do not interfere with the easement, rights, and privileges herein granted. In addition to other requirements, any pipelines or electric distribution lines that cross the Easement Area must cross the Easement Area at or near ninety degrees (90°). Grantor may construct terraces, berms or other erosion control devices (collectively, "**Terracing**") within the Easement Area provided such devices do not unreasonably interfere with Grantee's use of, and access rights along, the Easement Area. However, Grantor and Grantor's successors, assigns, agents, licensees, and legal representatives shall not place, construct or permit to be placed or constructed within the Easement Area any aboveground structure, house or other habitable structure, reservoir, storage tank or other obstruction or permit any excavation (except Terracing or Utility Easements as authorized herein), on, over or within the Easement Area, and shall not change the grade (except Terracing or Utility Easements as authorized herein) within the Easement Area, without the prior express written consent of Grantee. If such structures or other obstructions, excavations and grade changes (except Terracing or Utility Easements as authorized herein) are constructed by Grantor within the Easement Area without the prior written consent of Grantee, Grantee shall have the right to remove same from the Easement Area and Grantor agrees to pay Grantee the actual cost incurred by Grantee for such removal.

7. **Prior Rights.** The Easement is subject to all existing licenses, easements, restrictions, conditions, covenants, encumbrances, liens, claims of title and other title matters which may affect the Easement Area or the Grantor's adjoining property (including, without limitation, all recorded oil, gas and mineral leases, easements and rights-of-way, and liens and encumbrances) filed of record in Hidalgo County, Texas. The word "grant" as used herein shall not be construed as a covenant against the existence of any such matters. The rights granted herein shall have no effect on mineral or groundwater ownership of Grantor or others, or any right to explore for and develop minerals of any kind including, but not limited to, oil, gas or other minerals in, on, and under the Easement Area described herein; provided that no drilling or excavating for oil, gas or other minerals may be made on the surface of the Easement Area, but Grantor may extract oil, gas sulphur, uranium, fissionable materials or other minerals and groundwater from and under the Easement Area by directional drilling, underground or in-situ leach mining, or other means which do not interfere with or disturb Grantee's use of the Easement Area. Grantee acknowledges that the Easement and right-of-way granted pursuant to this Agreement are granted as part of its eminent domain rights and in lieu of filing a petition in condemnation.

8. **Indemnification.** Grantee, its successors and assigns shall indemnify and hold Grantor, and Grantor's present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, employees, agents, trustees, attorneys, representatives, affiliates, successors and assigns (collectively the "Grantor Parties") harmless from any and all third-party claims, liability, demands, causes of action, and costs and expenses (including any and all attorney's fees and other expenses reasonably incurred in defending against any such claims, demands or causes of action) to the extent such claims, demand and causes of action arise out of or result from (1) the negligent acts and/or omissions of Grantee and/or its employees, agents, service providers, contractors and subcontractors, in connection with (a) the installation of the lines covered hereby or (b) the exercise of any right or privilege hereunder, including without limitation, the use of the Easement Area and the Grantors adjoining property; (2) any condition created, maintained or suffered to exist on or about the Easement Area to the extent same is due to the negligent acts or omissions of Grantee and/or its employees agents, service providers, contractors and subcontractors; or (3) Grantee's breach of this Agreement. Furthermore, Grantee, its successors and assigns, shall indemnify and hold Grantor and the Grantor Parties, harmless from all liability, including costs of whatever kind or amount, arising out of or resulting from the failure of Grantee, its employees, agents, service providers, contractors and/or subcontractors to comply, whether through negligence or otherwise, with all applicable federal and/or state environmental laws, including but not limited to RCRA and CERCLA (and as they may be reauthorized and/or amended) and all other federal and state laws, in constructing, reconstructing, upgrading, operating, inspecting, patrolling, maintaining, repairing, replacing, relocating within the Easement Area and removing its lines and handling, storing, releasing or threatening to release, transporting or disposing of all substances, including but not limited to hazardous substances and hazardous wastes, on or from the Easement Area.

9. **Insurance.** Grantee agrees to maintain in full force and effect at all times during the initial construction of Grantee's Facilities on the Easement Area, excess liability insurance covering all of Grantee's construction activities thereon, with limits for bodily injury and

property damage of not less than \$1,000,000 each occurrence. Grantee shall provide Grantor with evidence of Grantee's compliance with the requirements of this paragraph prior to the commencement of its construction activities on the Easement Area and thereafter until such activities are completed.

10. Grantee agrees that no reimbursement agreement will be required from Grantor, its successors and assigns, for connection to sanitary sewer line. Grantor will have to pay for only tapping fee associated with any future development. Grantor will have to pay for only tapping fee associated with any future development. Requirements of reimbursement cost for Lift Station No. 27 have been waived by this agreement.

11. **Termination.** Except as specifically provided herein, Grantee shall possess, hold, and retain the easement and right-of-way, and all accompanying rights thereto, which are granted in this Agreement for so long as Grantee uses the easement and right-of-way for the purposes set forth herein. Should the easement and right-of-way cease to be used for the purposes set forth in this Agreement, and such easement and right-of-way is not used for a period of two (2) consecutive years, the easement and right-of-way shall terminate and revert to Grantor. However, if Grantee's failure to use the easement and right-of-way for the purposes set forth herein is caused by force majeure events such as fires, floods, explosions, terrorist acts, storms, government regulations, court orders or judgments or other events beyond Grantee's reasonable control, then in such event, the period of non-use of the easement and right-of-way caused by such event, plus a reasonable time thereafter for restoration of Facilities and resumption of use, shall not be considered a part of any period that Grantee did not use the easement and right-of-way for the purposes set forth herein.

12. **Removal of Fixtures and Personal Property/ Restoration.** Grantee agrees to remove all structures, fixtures, equipment, Facilities and appurtenances that it has installed on the Easement Area within twenty four (24) months after the termination of this Agreement. Thereafter, Grantee shall restore the land to as near or better the condition existing prior to the original installation thereof as reasonably practical including reseeding with native grasses, if necessary. Grantor and Grantee agree and acknowledge that Grantee's obligation to restore the surface of the Easement Area after removal of all fixtures, equipment and improvements shall be to cover up with native soil and topsoil all pit holes, trenches or other borings or excavations made by Grantee, and to reseed with native grasses.

13. **Successors and Assigns.** This Agreement contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees. Grantor acknowledges that Grantee has explained the project to Grantor, and Grantor's consent for such project is hereby granted.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

AURIEL INVESTMENTS, LLC, a Texas Limited Liability Company

By: _____
Shavi Mahtani, Owner

(ACKNOWLEDGMENT)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2020 by
SHAVI MAHTANI.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED AND AGREED:

CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST:

Printed Name: _____

City Secretary

(ACKNOWLEDGMENT)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2020 by
DAVID SUAREZ, Mayor of the CITY OF WESLACO, TEXAS, as the act and deed thereof.

NOTARY PUBLIC, STATE OF TEXAS

PETRA S. CHAVEZ
W.D. VOLUME 2142, PAGE 291, H.C.O.R.

N 01° 10' 18" W
10.00'
N 88° 48' 39" E
15.00'

P.O.C.
S.W. COR.
LOT 2

15.0' UTILITY EASEMENT
TO THE CITY OF WESLACO

P.O.B.

N:16587614.924
E:1146987.573

2
AURIEL INVESTMENTS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
S.W.D. DOCUMENT NUMBER 2914271, H.C.O.R.

N 88° 48' 39" E 255.00'

S 88° 48' 39" W 255.00'

LOT 3

15.0' UTILITY EASEMENT
TO THE CITY OF WESLACO

20.0' STREET AND UTILITY EASEMENT
TO THE CITY OF WESLACO
VOLUME 1384, PAGE 325, H.C.D.R.

DRAGONFLY
AVENUE
55.0' R.O.W.

S 01° 10' 18" E
10.00'

N
M
BEARING BASIS AS PER TEXAS
COORDINATE SYSTEM OF 1983, TEXAS SOUTH
SCALE: 1"=30'

EXHIBIT "A"



I, FRED L. KURTH, A REGISTERED PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THE
FOREGOING PLAT TO BE TRUE AND CORRECT
REPRESENTATION OF AN EASEMENT SURVEY MADE ON
THE GROUND ON 09/25/2019 UNDER MY DIRECTION
AND SUPERVISION.

Fred L. Kurth 1-13-2020
FRED L. KURTH, RPLS No. 4750 DATE:

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT
OF A TITLE COMMITMENT WHICH MAY SHOW
ADDITIONAL EASEMENTS AFFECTING THIS TRACT.
THE SURVEYOR IS ADVISING THE RECIPIENT OF
THIS PLAT THAT ADDITIONAL EASEMENTS MAY
AFFECT THIS TRACT.
 3. ALL BEARINGS AND DISTANCES ARE BASED ON
GRID COORDINATES.

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC
CAP STAMPED MELDEN & HUNT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.W. COR. - SOUTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- S.W.D. - SPECIAL WARRANTY DEED
- W.D. - WARRANTY DEED
- LF - LOT LINE
- Σ - SAME OWNER

**PLAT SHOWING
10.0-FOOT UTILITY EASEMENT
BEING 0.059 OF ONE ACRE
OUT OF LOT 2,
WESLACO PLAZA SUBDIVISION
INSTRUMENT NUMBER 2995575, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**



TBPLS No. 10095900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

PAGE: 2 OF 2
DATE: 01/13/2020
JOB No. 19177.17
FILE NAME: 19177.17 Utility Easement
DRAWN BY: J.L.G.

115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

© COPYRIGHT 2020 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

EXHIBIT "A"

January 13, 2020

METES AND BOUNDS DESCRIPTION

0.059 OF ONE ACRE
OUT OF LOT 2,
WESLACO PLAZA SUBDIVISION
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS

10.0-FOOT UTILITY EASEMENT

A tract of land containing 0.059 of one acre situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Lot 2, Weslaco Plaza Subdivision, according to the plat thereof recorded in Instrument Number 2995575, Hidalgo County Map Records, which said 0.059 of one acre is out of a certain tract conveyed to Auriel Investments, LLC, a Texas Limited Liability Company, by virtue of a Special Warranty Deed recorded under Document Number 2914271, Hidalgo County Official Records, said 0.059 of one acre also being more particularly described as follows:

COMMENCING on a No. 4 rebar found on the Southwest corner of said Lot 2;

THENCE, S 88° 48' 39" W along the South line of said Lot 2, a distance of 15.00 feet to a No. 4 rebar set [Northing: 16587614.924, Easting: 1146987.573], for the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 01° 10' 18" W a distance of 10.00 feet to a No. 4 rebar set, for the Northwest corner of this tract;
2. THENCE, N 88° 48' 39" E a distance of 255.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;
3. THENCE, S 01° 10' 18" E a distance of 10.00 feet to a No. 4 rebar set on the South line of said Lot 2, for the Southeast corner of this tract;
4. THENCE, S 88° 48' 39" W along the South line of said Lot 2, a distance of 255.00 feet to the POINT OF BEGINNING and containing 0.059 of one acre of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09/25/2019 UNDER MY DIRECTION AND SUPERVISION.

Fred L. Kurth 1-13-2020
FRED L. KURTH, R.P.L.S. #4750 DATE:





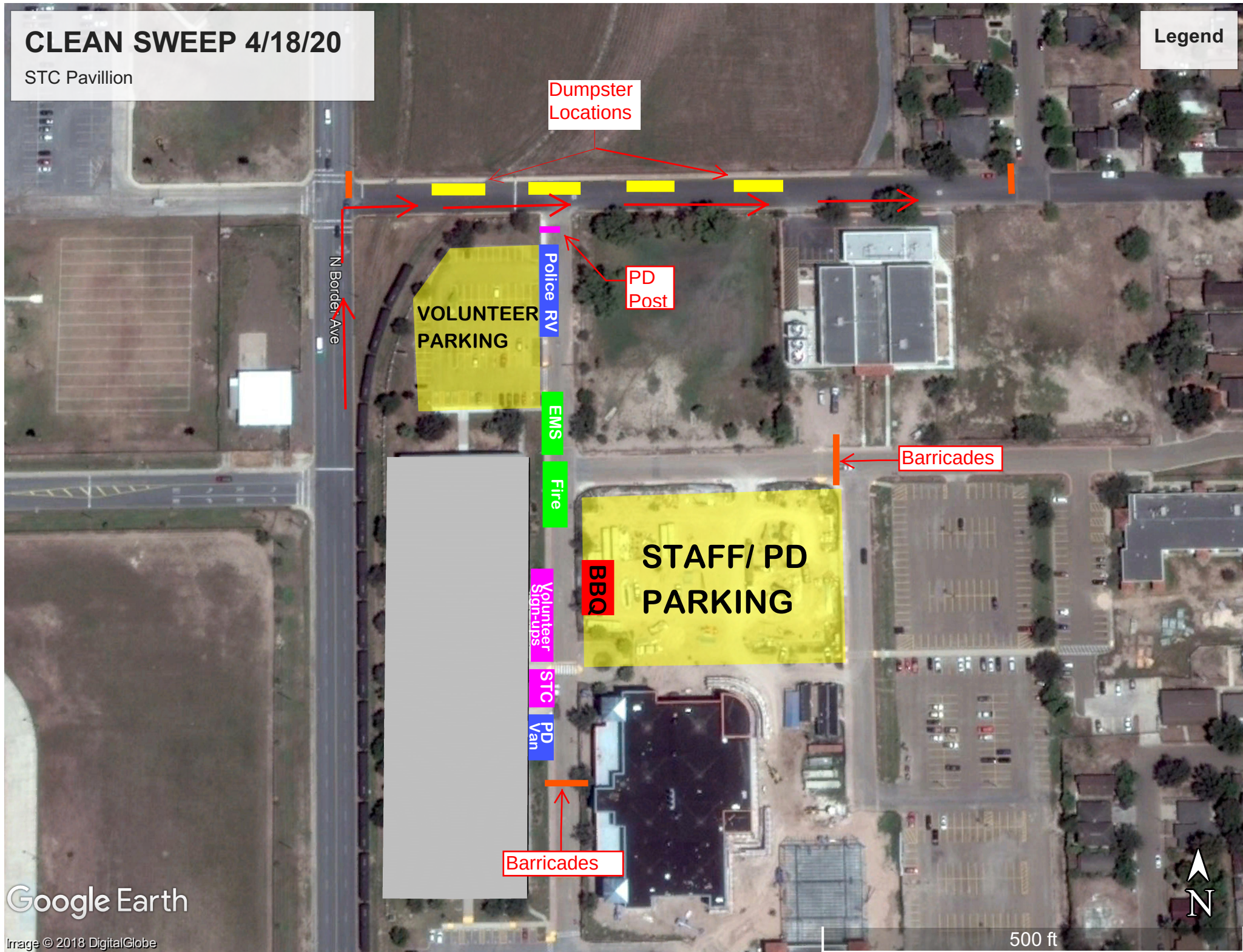
Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3092	
From: Joe Pedraza			
Subject: Discussion and authorization to combine Clean Sweep/Census Event on April 18, 2020. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Staff is proposing to host a Clean Sweep and Census Day Event on April 18, 2020. The targeted area for Clean Sweep will be from Railroad to Pike Blvd and Texas Blvd to Border Avenue. STC will be providing the staging area at the pavilion near the intersection of Border and Huisache Street. STC will be allowing the City to utilize their computer room so that citizens can participate in the Census via the internet and the US Census will have their staff assigned at the event as well.			
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):			
Myra Ayala		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: clean sweep Staging April 20, Clean Sweep 2020 flyer			
Responsibilities upon Approval:			

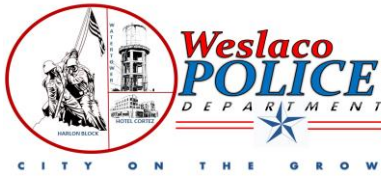
CLEAN SWEEP 4/18/20

STC Pavillion

Legend



City of Weslaco



Clean Sweep 2020

The City of Weslaco along with help from our partners in an effort to keep our community looking beautiful, reducing public health and fire hazards, are conducting an area wide clean up. The area targeted for this event will be East of Border Ave to Texas Blvd. and Railroad St. to Frontage Rd.

Saturday, April 18, 2020

8:00A.M. to 11:00A.M.

Location: STC North Side Parking / Huisache St.

Bring all your unwanted stuff to get properly disposed of. We are looking forward to see you there.

Sponsored by:



REPUBLIC
SERVICES



Go Build Something®





Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3093	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for the Final Plat for Harbor Freight Subdivision – A Tract of land containing 4.015 acres being a part or portion out of Farm Tract 137, Block 162, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 726 ft. East of the intersection of Westgate Drive & U.S. Expressway 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision inside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by sewer by the City of Weslaco services through a 10" sewer line. The property is within a Flood Zone "B".			
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): The Planning & Zoning Commission recommended approval of the Final Plat on February 5, 2020			
Myra Ayala Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: HARBOR FREIGHT - ATTACHMENTS, Harbor Frieght- Final Plat			
Responsibilities upon Approval: Staff will advise applicant			



SUBDIVISION PLATTING APPLICATION

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. 20-00003

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: HARBOR FREIGHT SUBDIVISION

Location: Approximately 726 ft. East of the Intersection of Westgate Drive & U.S. Expswy 83

Legal Description: Being a part or portion our of F.T. 137, Blk. 162, West & Adams Tract

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-2 & I

Existing Land Use: Open Proposed Land Use: Commercial

Number of Lots Proposed: 2 Gross Acreage: 4.00

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: BS Management, LLC Telephone: C/O 381-0981

Address: 1806 S. Closner Fax: c/o 381-1839

City: Edinburg, State: TX Zip: 78539q E-mail: c/o mario@meldenandhunt.com

ENGINEER INFORMATION

Name: Melden & Hunt, Inc. c/o Mario A. Reyna Telephone: 381-0981

Address: 115 W. McIntyre Street Edinburg, TX 78541 Fax: 381-1839

City: Edinburg State: TX Zip: 78541 E-mail: mario@meldenandhunt.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: CITY OF WESLACO

☐ YES ☐ NO Wastewater Provision: CITY OF WESLACO

☐ YES ☐ NO Electric Company: AEP

☒ YES ☐ NO Phone Utility <u>Frontier Communications</u>	☒ YES ☐ NO Gas Utility	☒ YES ☐ NO Cable Utility
--	---	---

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>HCDD#1</u>	☒ YES ☐ NO Irrigation District <u>HCCID#9</u>
---	--

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☒ YES ☐ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- ☒ Two (2) sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- ☒ \$350.00 Planning Review fee
- ☒ One 11" X 17" reduced copy of plat
- ☒ Plat Layout
 - ☒ Existing & Proposed Easements
 - ☒ Existing & Proposed ROW
 - ☒ Existing & Proposed Drainage Easements
 - ☒ Contours
 - ☒ Flood Zones
 - ☒ Adjoiners
 - ☒ Existing street names
- ☒ Drainage plans and calculations with engineer's seal
 - ☒ Elevations
 - ☒ Flood directional arrows
 - ☒ Detention areas
 - ☒ Street names
- ☒ Proof of ownership of the property
- ☐ If septic tank system required, submit soil evaluation report
- ☐ Water Rights associated with the property
- ☐ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- ☒ Twelve (12) sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- ☒ \$350.00 (one time fee for preliminary and final plat)
- ☒ One 11" X 17" reduced copy of plat
- ☒ Plat Layout
 - ☒ Existing & Proposed Easements
 - ☒ Existing & Proposed ROW
 - ☒ Existing & Proposed Drainage Easements

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- ☒ Contours
- ☒ Flood Zones
- ☒ Adjoiners
- ☒ Existing & Proposed street names
- ☒ Utility Layout
- ☒ Existing & Proposed Utilities
- ☒ Proposed Fire Hydrants
- ☒ Adjoiners
- ☒ Street names
- ☒ Drainage plans and calculations with engineer's seal
- ☒ Elevations
- ☒ Flood directional arrows
- ☒ Detention areas
- ☒ Street names
- ☒ Proof of ownership of the property
- ☐ If septic tank system required, submit soil evaluation report
- ☐ Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- ☒ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- ☐ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- ☐ Plats to be sealed by Professional Engineer
- ☐ Approved Drainage Report
- ☐ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- ☐ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- ☐ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- ☐ Notice of Intent
- ☐ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- ☐ Electronic file of final plat and as-builds
- ☐ Reproducible plat to be recorded with all required signatures
- ☐ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- ☐ 2% inspection fee
- ☐ Park Fees
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- ☐ Sealed engineering cost estimates
- ☐ Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  Date: 12/23/2019

Authorized Agent Printed Name: Mario A. Reyna, P.E.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

FIRM NAME: MELDEN & HUNT, INC. – #F1435

TITLE: HARBOR FREIGHT SUBDIVISION

PREPARED BY: MARIO A. REYNA, P.E

DATE: October 21, 2019



M - R
10-21-19

INDEX

- 1. Drainage Statement**
- 2. Drainage Calculations**
- 3. Weighted C Calculations**
- 4. Location Map**
- 5. Subdivision Plat**
- 6. Utility Layout**
- 7. USGS Topographical Map**
- 8. Rainfall Intensity Table**
- 9. Street Velocities & Capacities Flowing Curb Full Table**
- 10. USDA Soils Map**
- 11. USDA Soils Legend & Description**
- 12. FEMA FIRM with site location**



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

Drainage Statement
HARBOR FREIGHT SUBDIVISION
Project #19177.00 Date: October 21, 2019

HARBOR FREIGHT SUBDIVISION A tract of land containing 4.015 acres [174,874.848 square feet] situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 137, Block 162, West & Adams Tract, according to the plat thereof recorded in Volume 2, Page 36, Hidalgo County Map Records, which said 4.015-acre tract was conveyed to BS Management, LLC, a Texas limited liability company, by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 2727813, Hidalgo County Official Records. This subdivision falls in "Zone B" according to FEMA FIRM Community-Panel number: 480349 0005 B. Zone "B" is defined as "areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one(1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood." The property is located approximately 726 feet east of the intersection of Westgate Drive & U.S. Expressway 83 (I2). The property is currently open with a proposed use of 2 commercial lots in the to City of Weslaco, Texas.

The soils in this area is (28) Hidalgo Sandy Clay Loam, (70) Willacy fine sandy loam & (71) Willacy fine sandy loam, which are in Hydrologic Group "B". This soils are moderately pervious and have a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is in a northeasterly direction, with a runoff of 3.57 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 21.13 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 17.56 c.f.s.

The proposed drainage for this subdivision shall consist of surface runoff from buildings onto the parking lot and green areas and sheet flow towards a proposed detention pond located with in each lot. An 8" storm pipe shall discharge of the site into an existing TxDot inlet located on the northwest corner of the property.

In accordance with the City of Weslao drainage policy, the peak rate of runoff in this subdivision will not be increased during the 50-year rainfall event due to the building of this subdivision. Therefore, as per attached calculations, the required detention will be provided within the Proposed Detention Ponds in each lot. Lot 1 will require to provide 19,531 cubic feet of detention and Lot 2 will provide 28,192 cubic feet for a total of 47, 723 cubic feet required for this subdivision.

Mario A. Reyna, P.E. #117368

10-21-19

Date



DRAINAGE REPORT

PROJECT NAME: **Harbor Freight Subdivision**
 PROJECT NUMBER: **19177.00**
 DATE: **October 21, 2019**

I. Existing Condition-10 year

Ex. Area:	174,874.85 sf	Int. Coeff. "k"	0.213 Table 3-2
	4.01 ac	K _p	3.28
Imp. Area:	455 sf	Length	593 ft
% Imp. :	0.00	Velocity	0.270582 ft/sec
Slope :	0.15 %		
t _c :	36.53 min		
Rainfall Intensity (10yr)			4.445 in/hr
c factor			0.200
Q peak existing condition:			3.57 cfs

II. Future Condition-50 year

Future area: 174,874.85 sf
 4.01 ac
 Estimated Imp. Area: **465,560** sf
 % Imp. : 2.66
 Slope : 15.00%
 t_c : **30.00** min
 Rainfall Intensity (50yr) 6.343 in/hr
 c factor 0.830
 Q future cond. = Aci = i * = 19159.00 * 0.83
 3.33209651 i

time min.	time hour	i in/hr	Q _{in} cfs	V _{in} cf	Q _{out} cfs	V _{out} cf	REQ'D V cf
5	0.08	13.57	45.22	13565	3.57	3748	9817
10	0.17	10.83	36.07	21642	3.57	4283	17359
15	0.25	9.10	30.33	27296	3.57	4819	22477
20	0.33	7.91	26.35	31620	3.57	5354	26266
25	0.42	7.03	23.41	35112	3.57	5889	29223
30	0.50	6.34	21.14	38044	3.57	6425	31619
35	0.58	5.80	19.32	40564	3.57	6960	33604
40	0.67	5.35	17.83	42784	3.57	7495	35289
45	0.75	4.98	16.58	44767	3.57	8031	36737
50	0.83	4.66	15.52	46563	3.57	8566	37996
60	1.00	4.14	13.81	49710	3.57	9637	40072
90	1.50	3.16	10.54	56931	3.57	12849	44081
120	2.00	2.60	8.65	62281	3.57	16062	46219
180	3.00	1.95	6.50	70210	3.57	22486	47723
240	4.00	1.59	5.29	76148	3.57	28911	47237

Storage Required: 47,723 cf
 Storage Required: 1.096 Ac.-Ft.
 w/ release rate of: 3.57 cfs
 Storage / Ac. Development: 0.273 Ac.Ft. per Ac.



M
 10-21-19

H.C.D.D. No. 1 "c" values for Rational Method	
Type of Drainage Area	Runoff Coefficient "c"
Residential	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.3
Single Family (Lots greater than 1/2 acre)	0.25
Multi-Family (Less than 20 DU / AC)	0.45
Multi-Family (Greater than 20 DU / AC)	0.55
Business Districts:	0.7
Industrial	
Light areas	0.5
Heavy areas	0.6
Railroad yard areas	0.2
Parks, cemeteries	0.1
Unimproved Areas	
Bare Surface	0.3
Grassland	0.25
Cultivated	0.2
Woodlands	0.15
Streets	
Asphalt	0.7
Concrete	0.75
Drives and walks	0.75

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots C_nA_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

Weighted "c" value				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	0	0.000	0.000
Single Family (Lots 1/4 to 1/2 acre)	0.3	0.00	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.7	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Roofs	0.75	16005	0.367	0.276
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	121404.91	2.787	0.836
Grassland	0.25	0	0.000	0.000
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Streets				
Asphalt	0.9	37468	0.860	0.774
Concrete	0.9	0	0.000	0.000
Drives and walks	0.9	3200	0.073	0.066
Total:		178,078	4.088	1.952
Weighted "c":			0.477	

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots + C_nA_n) / A_{\text{total}}$$

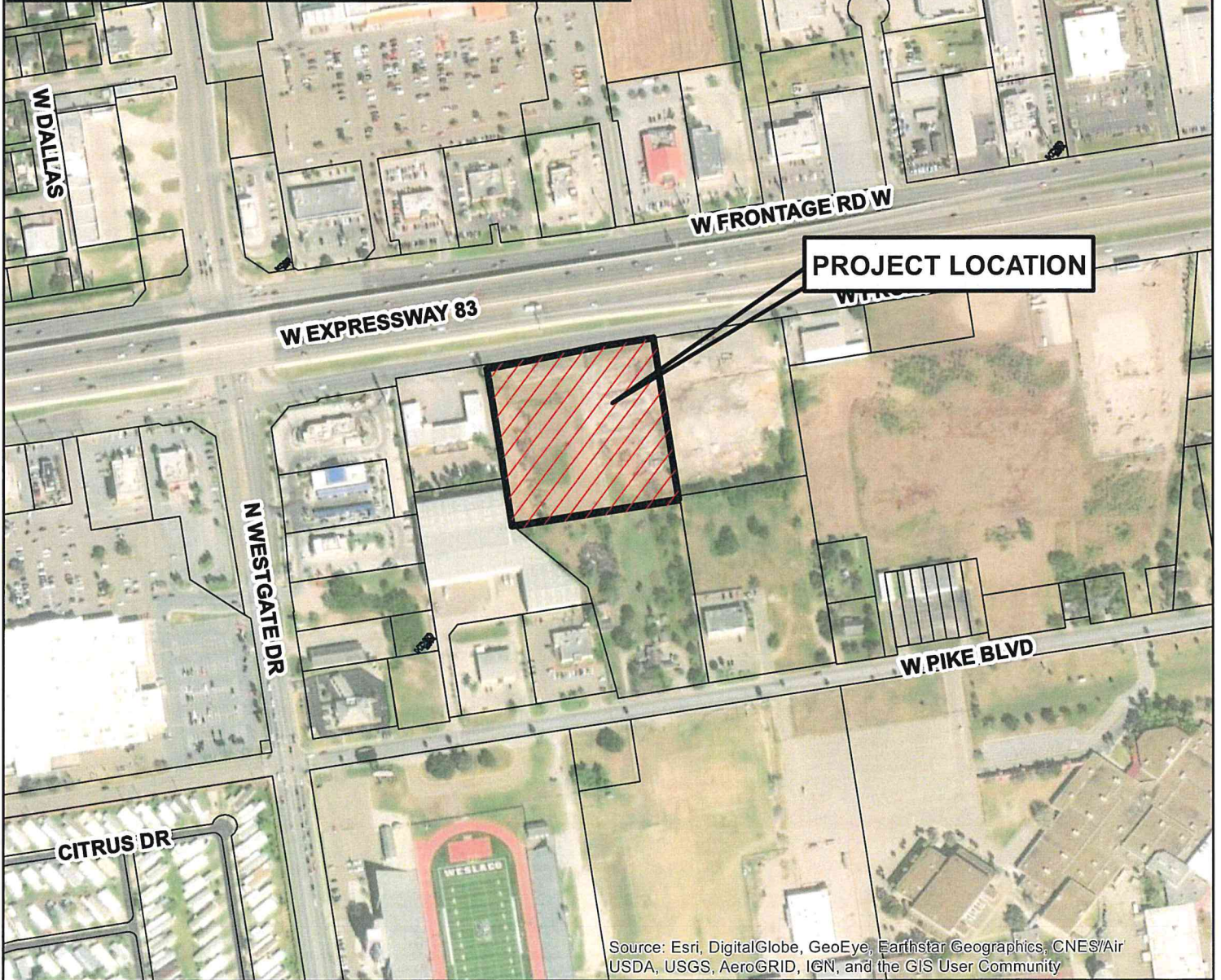
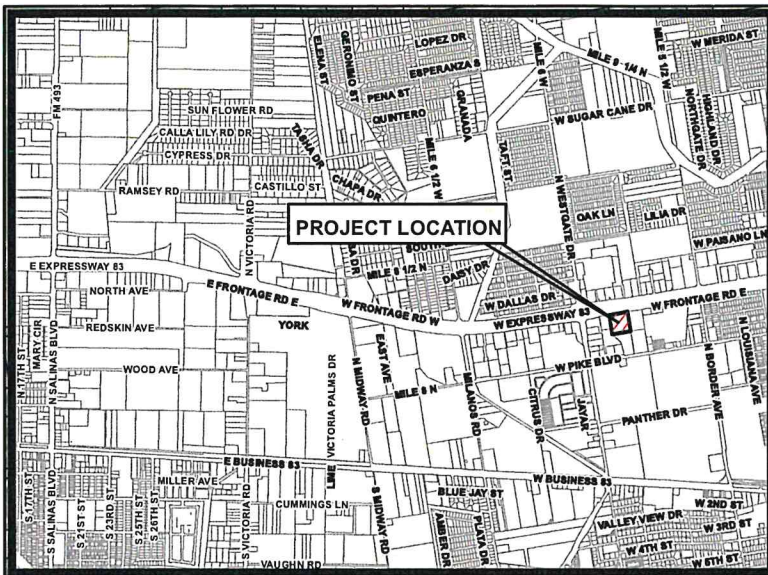
C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

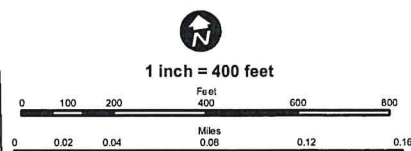
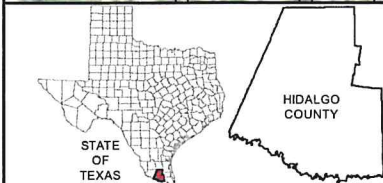
A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Air
USDA, USGS, AeroGRID, IGN, and the GIS User Community



CITY OF WESLACO
HIDALGO COUNTY, TEXAS
PROJECT LOCATION MAP

M **MILLEN & HUNT INC**
227 N. F.M. 3157
10000 DALLAS, TX 75244
PH: (956) 487-8236
FAX: (956) 487-8237

115 W. NIGHTYRE
LUBBOCK, TX 79401
PH: (806) 381-0888
FAX: (806) 381-1828
WWW.MILLEN-HUNT.COM

DATE: 10/10/19
JOB NO: 10177-08
FILE NAME:
DRAWN BY: A. MENDOZA
COPYRIGHT 2019 MILLEN & HUNT INC. ALL RIGHTS RESERVED

HIDALGO COUNTY RAINFALL INTENSITY TABLES

based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

1	12.626	14.283	16.353	17.386
2	11.721	13.281	15.215	16.210
3	10.950	12.426	14.244	15.204
4	10.286	11.687	13.405	14.333
5	9.706	11.042	12.671	13.570
6	9.194	10.472	12.023	12.895
7	8.740	9.966	11.447	12.294
8	8.334	9.512	10.930	11.755
9	7.968	9.103	10.464	11.268
10	7.636	8.732	10.042	10.825
11	7.334	8.394	9.656	10.421
12	7.058	8.084	9.303	10.051
13	6.804	7.799	8.978	9.710
14	6.569	7.536	8.678	9.395
15	6.353	7.293	8.400	9.102
16	6.151	7.067	8.142	8.831
17	5.964	6.856	7.902	8.577
18	5.789	6.659	7.677	8.340
19	5.625	6.475	7.466	8.117
20	5.472	6.302	7.268	7.908
21	5.327	6.139	7.082	7.711
22	5.191	5.985	6.906	7.525
23	5.062	5.840	6.740	7.349
24	4.941	5.703	6.583	7.183
25	4.825	5.572	6.434	7.025
26	4.716	5.449	6.293	6.875
27	4.612	5.331	6.158	6.732
28	4.513	5.220	6.030	6.596
29	4.419	5.113	5.908	6.467
30	4.329	5.011	5.792	6.343
31	4.244	4.914	5.680	6.224
32	4.161	4.821	5.574	6.111
33	4.083	4.732	5.472	6.002
34	4.008	4.646	5.374	5.897
35	3.935	4.564	5.280	5.797

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

36	3.866	4.486	5.189	5.701
37	3.799	4.410	5.103	5.608
38	3.735	4.337	5.019	5.519
39	3.673	4.267	4.939	5.433
40	3.614	4.199	4.861	5.350
41	3.557	4.134	4.786	5.270
42	3.501	4.071	4.714	5.193
43	3.448	4.010	4.644	5.118
44	3.396	3.951	4.577	5.046
45	3.346	3.895	4.511	4.976
46	3.298	3.840	4.448	4.908
47	3.251	3.786	4.387	4.843
48	3.206	3.735	4.328	4.779
49	3.162	3.685	4.270	4.717
50	3.120	3.636	4.215	4.658
51	3.078	3.589	4.161	4.600
52	3.038	3.543	4.108	4.543
53	2.999	3.499	4.057	4.488
54	2.962	3.456	4.007	4.435
55	2.925	3.414	3.959	4.383
56	2.889	3.373	3.912	4.333
57	2.854	3.333	3.867	4.284
58	2.821	3.295	3.822	4.236
59	2.788	3.257	3.779	4.189
60	2.756	3.220	3.737	4.144
61	2.724	3.185	3.696	4.099
62	2.694	3.150	3.656	4.056
63	2.664	3.116	3.617	4.014
64	2.635	3.083	3.578	3.973
65	2.607	3.050	3.541	3.933
66	2.579	3.019	3.505	3.894
67	2.552	2.988	3.469	3.855
68	2.526	2.958	3.435	3.818
69	2.500	2.928	3.401	3.781
70	2.475	2.899	3.368	3.745

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

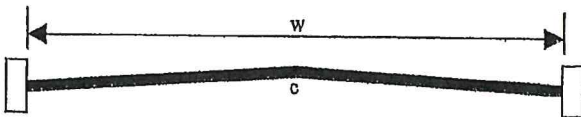
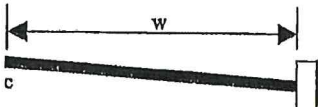
TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

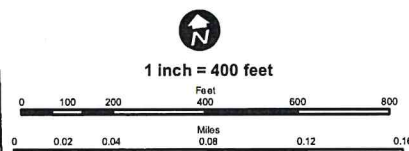
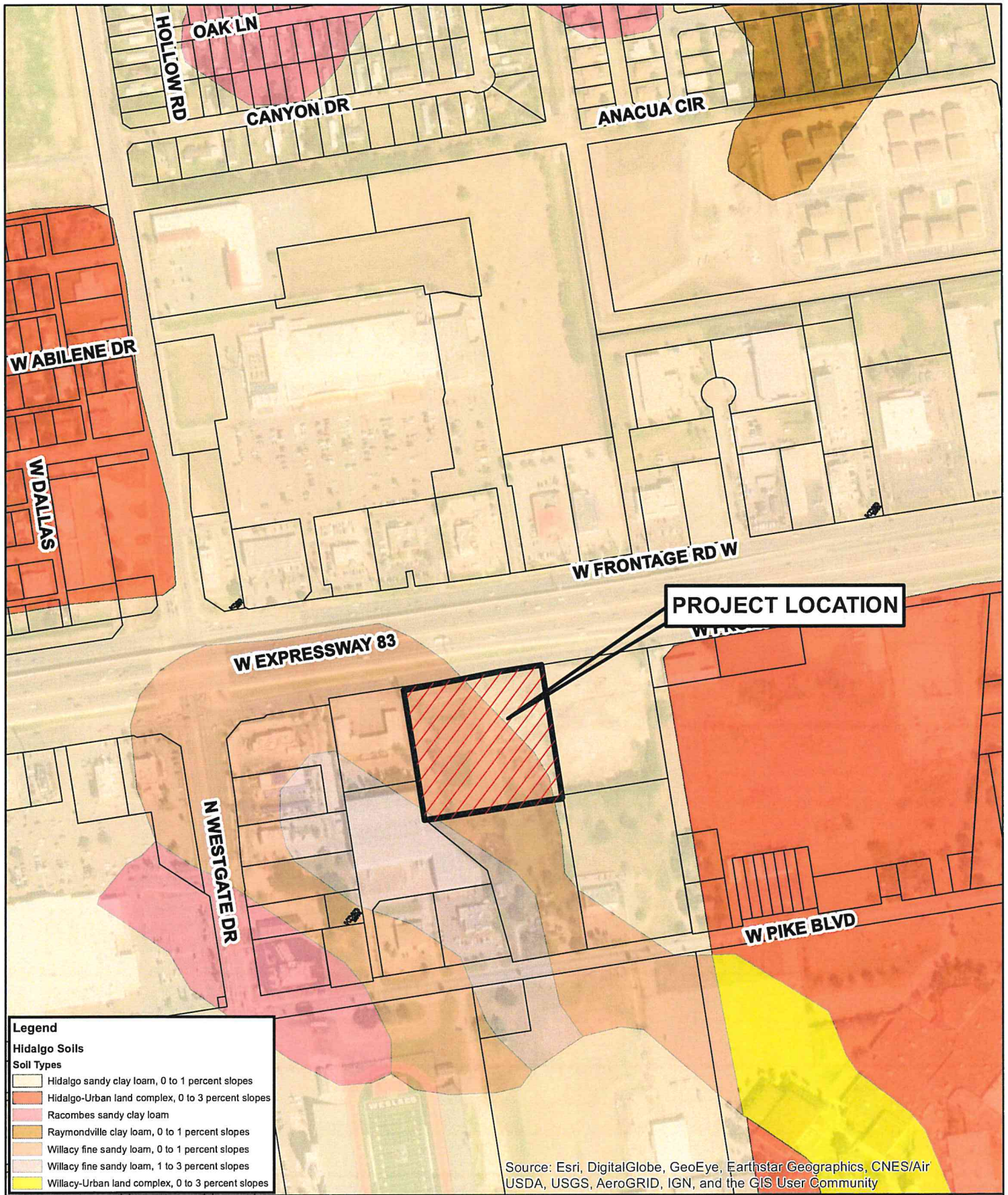
71	2.451	2.871	3.335	3.710
72	2.427	2.844	3.303	3.676
73	2.403	2.817	3.272	3.642
74	2.380	2.790	3.242	3.610
75	2.358	2.765	3.212	3.577
76	2.336	2.739	3.183	3.546
77	2.314	2.715	3.155	3.515
78	2.293	2.690	3.127	3.485
79	2.272	2.667	3.099	3.455
80	2.252	2.643	3.073	3.426
81	2.232	2.620	3.046	3.398
82	2.213	2.598	3.020	3.370
83	2.193	2.576	2.995	3.342
84	2.175	2.555	2.970	3.315
85	2.156	2.533	2.946	3.289
86	2.138	2.513	2.922	3.263
87	2.121	2.492	2.899	3.238
88	2.103	2.472	2.876	3.213
89	2.086	2.453	2.853	3.188
90	2.069	2.434	2.831	3.164
91	2.053	2.415	2.809	3.140
92	2.037	2.396	2.788	3.117
93	2.021	2.378	2.767	3.094
94	2.005	2.360	2.746	3.072
95	1.990	2.342	2.726	3.050
96	1.975	2.325	2.706	3.028
97	1.960	2.308	2.686	3.007
98	1.946	2.291	2.667	2.986
99	1.931	2.275	2.648	2.965
100	1.917	2.258	2.629	2.944
101	1.904	2.242	2.610	2.924
102	1.890	2.227	2.592	2.905
103	1.876	2.211	2.574	2.885
104	1.863	2.196	2.557	2.866
105	1.850	2.181	2.540	2.847

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

106	1.838	2.166	2.523	2.829
107	1.825	2.152	2.506	2.811
108	1.813	2.137	2.489	2.793
109	1.800	2.123	2.473	2.775
110	1.788	2.109	2.457	2.757
110	1.788	2.109	2.457	2.757
112	1.765	2.082	2.426	2.723
113	1.753	2.069	2.410	2.707
114	1.742	2.056	2.395	2.690
115	1.731	2.043	2.380	2.674
116	1.720	2.030	2.366	2.658
117	1.709	2.018	2.351	2.642
118	1.698	2.006	2.337	2.626
119	1.688	1.993	2.323	2.611
120	1.677	1.981	2.309	2.596
125	1.628	1.924	2.242	2.523
130	1.581	1.870	2.180	2.455
135	1.537	1.819	2.122	2.391
140	1.496	1.771	2.067	2.331
145	1.457	1.727	2.015	2.274
150	1.421	1.684	1.966	2.220
155	1.386	1.644	1.919	2.169
160	1.354	1.606	1.876	2.121
165	1.323	1.570	1.834	2.075
170	1.293	1.536	1.794	2.032
175	1.265	1.504	1.757	1.990
180	1.239	1.473	1.721	1.951
185	1.213	1.443	1.686	1.913
190	1.189	1.415	1.654	1.877
195	1.166	1.388	1.622	1.842
200	1.144	1.362	1.592	1.809
210	1.102	1.313	1.536	1.747
220	1.063	1.268	1.484	1.690
230	1.028	1.227	1.436	1.637
240	0.995	1.189	1.392	1.587

Appendix 3.0
Street Velocities and Capacities Flowing Curb Full
Manning's n = 0.018

										
	Local Street		Local Street		Collector Street		Secondary Street (half-section)		Primary Street (half-section)	
	w = 30'		w = 40'		w = 44'		w = 24'			
Slope %	c = 4" wp = 31.16 A = 12.45 r = 0.40		c = 4" wp = 41.17 A = 16.67 r = 0.405		c = 5" wp = 45.17 A = 16.50 r = 0.365		c = 6" wp = 24.66 A = 7.92 r = 0.32		c = 9" wp = 28.52 A = 8.12 r = 0.28	
	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs
0.10	1.42	17.68	1.43	23.81	1.33	22.01	1.22	9.66	1.12	9.09
0.15	1.74	21.66	1.74	29.17	1.63	26.96	1.50	11.88	1.37	11.12
0.20	2.00	24.90	2.02	33.68	1.89	31.13	1.73	13.70	1.58	12.83
0.25	2.24	27.89	2.26	37.66	2.11	34.80	1.93	15.29	1.77	14.37
0.30	2.46	30.63	2.47	41.25	2.31	38.13	2.12	16.79	1.94	15.75
0.35	2.65	32.99	2.67	44.56	2.50	41.18	2.29	18.14	2.09	16.97
0.40	2.84	35.36	2.86	47.64	2.67	44.02	2.44	19.32	2.24	18.19
0.45	3.01	37.47	3.03	50.53	2.83	46.69	2.59	20.51	2.37	19.24
0.50	3.17	39.47	3.19	53.26	2.98	49.22	2.73	21.62	2.50	20.30
0.55	3.32	41.33	3.35	55.86	3.13	51.62	2.87	22.73	2.62	21.27
0.60	3.47	43.20	3.50	58.34	3.27	53.92	2.99	23.68	2.74	22.25
0.65	3.61	44.94	3.64	60.72	3.40	56.12	3.12	24.71	2.86	23.14
0.70	3.75	46.62	3.78	63.02	3.53	58.24	3.23	25.58	2.96	24.04
0.75	3.88	48.31	3.91	66.23	3.65	60.28	3.35	26.53	3.06	24.85
0.80	4.01	49.92	4.04	67.37	3.77	62.26	3.46	27.40	3.16	25.66
0.85	4.13	51.42	4.17	69.44	3.89	64.17	3.56	28.20	3.26	26.47
0.90	4.25	52.91	4.29	71.45	4.00	66.03	3.67	29.07	3.35	27.20
0.95	4.37	54.41	4.40	73.41	4.11	67.84	3.77	29.86	3.44	27.93
1.00	4.48	55.78	4.52	75.31	4.22	69.61	3.86	30.57	3.53	28.66
1.50	5.49	68.35	5.53	92.25	5.17	85.25	4.73	37.46	4.33	35.16
2.00	6.34	78.93	6.39	106.52	5.97	98.44	5.46	43.24	5.00	40.60
2.50	7.09	88.27	7.14	119.09	6.67	110.06	6.11	48.39	5.59	45.39
3.00	7.76	96.61	7.83	130.46	7.31	120.56	6.69	52.98	6.12	49.59
3.50	8.39	104.46	8.45	140.91	7.89	130.22	7.23	57.26	6.61	53.67
4.00	8.97	111.68	9.04	150.64	8.44	139.21	7.73	61.22	7.07	57.41
4.50	9.51	118.40	9.58	159.78	8.95	147.66	8.20	64.94	7.50	60.90
5.00	10.02	124.75	10.10	168.42	9.43	155.65	8.64	68.43	7.90	64.15
5.50	10.51	130.85	10.60	176.64	9.89	163.24	9.06	71.76	8.29	67.31
6.00	10.98	136.70	11.07	184.49	10.33	170.50	9.46	74.92	8.65	70.24
6.50	11.43	143.30	11.52	192.03	10.76	177.46	9.85	78.01	9.01	73.16
7.00	11.86	147.66	11.95	199.28	11.16	184.16	10.22	80.94	9.35	75.92
7.50	12.28	152.89	12.37	206.27	11.55	190.63	10.58	83.79	9.68	78.60
8.00	12.68	157.85	12.78	213.04	11.93	196.88	10.93	86.57	9.99	81.12
8.50	13.07	162.72	13.17	219.59	12.30	202.94	11.26	89.18	10.30	83.64
9.00	13.45	167.45	13.55	225.96	12.66	208.82	11.59	91.79	10.60	86.07
9.50	13.82	172.06	13.93	232.15	13.00	214.54	11.91	94.33	10.89	88.43
10.00	14.18	176.54	14.29	238.18	13.34	220.12	12.22	96.78	11.17	90.70



CITY OF WESLACO
HIDALGO COUNTY, TEXAS
SOIL MAP

M MENDEN & HUNT INC.

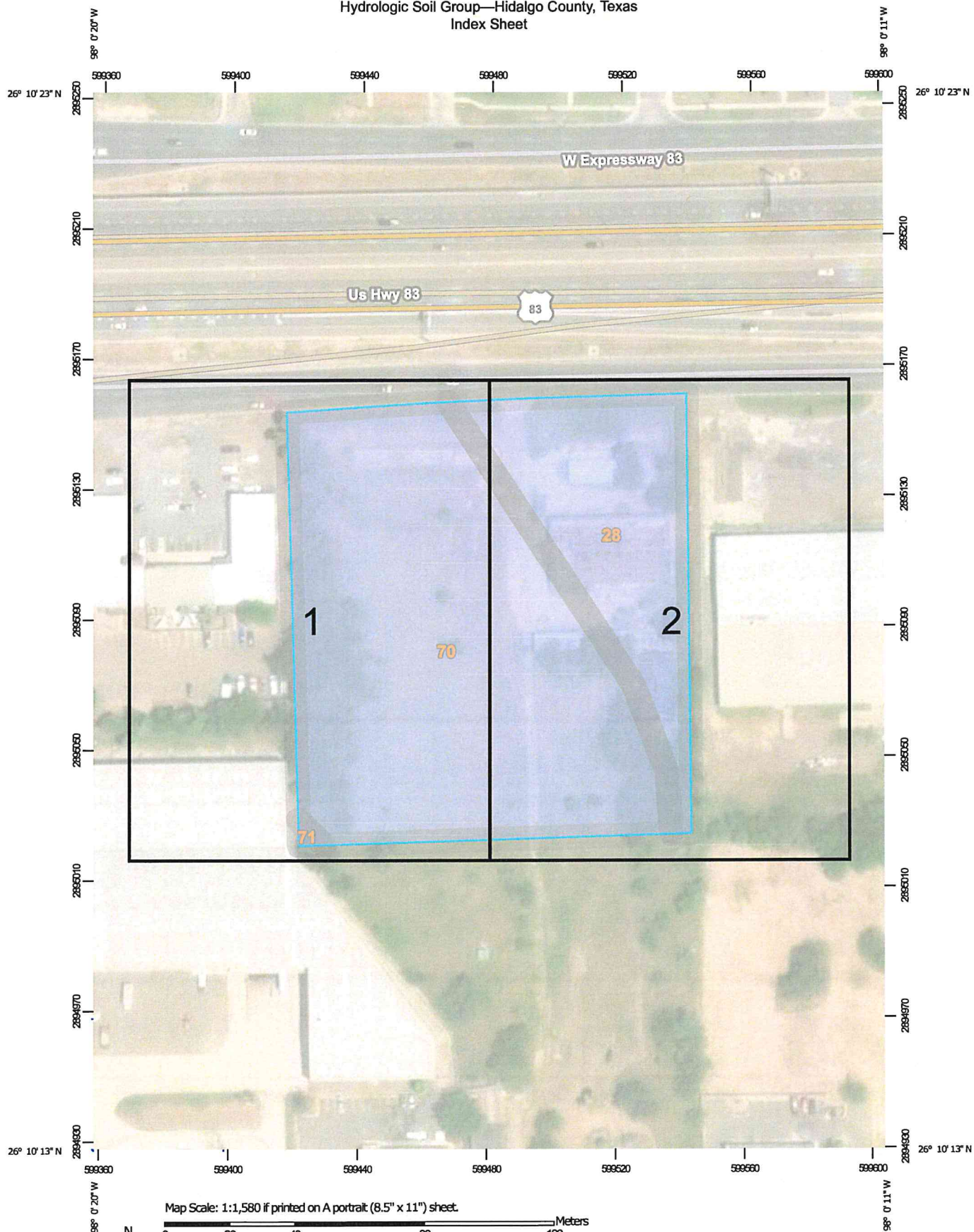
227 N. F.M. 2167
RD 2167 BOX 121
P.O. BOX 121
WESLACO, TEXAS 77679

115 W. MONTGOMERY
LUBBOCK, TX 79401
TEL: (806) 791-0991
FAX: (806) 791-1832
WWW.MENDENANDHUNT.COM

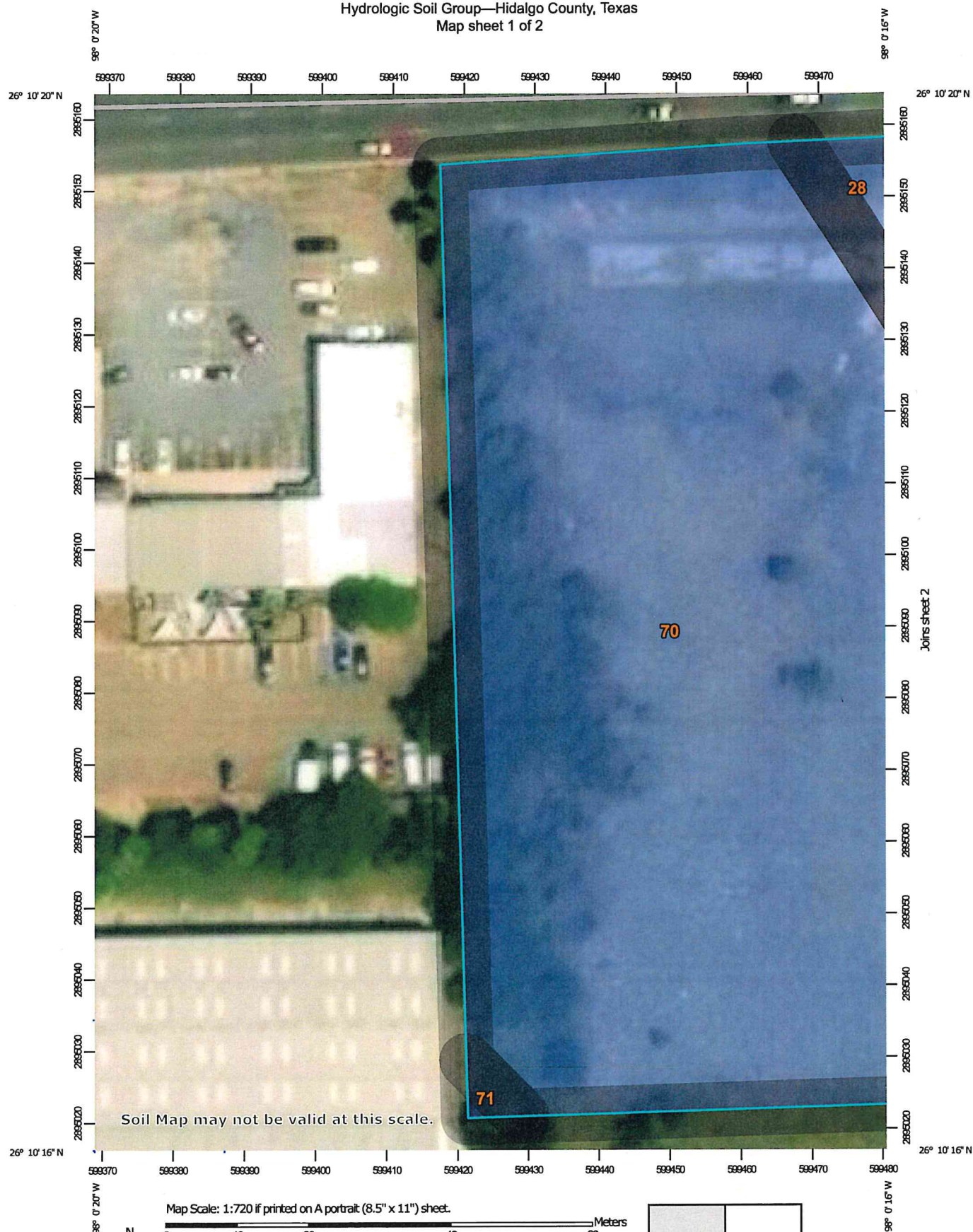
DATE: 10/15/2016
JOB NO: 19177-08
FILE NAME:
DRAWN BY: A. Mena

© COPYRIGHT 2016 MENDEN & HUNT INC. ALL RIGHTS RESERVED

Hydrologic Soil Group—Hidalgo County, Texas Index Sheet

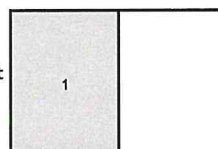


Hydrologic Soil Group—Hidalgo County, Texas Map sheet 1 of 2



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey



Map Sheet Location

10/15/2019
Page 2 of 6

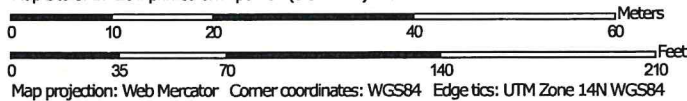
Hydrologic Soil Group—Hidalgo County, Texas Map sheet 2 of 2



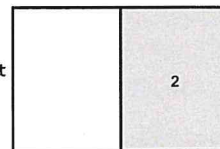
Joins sheet 1



Map Scale: 1:720 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Map Sheet Location



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

10/15/2019
Page 3 of 6

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Soil Rating Lines

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Soil Rating Points

A

A/D

B

B/D

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

C

C/D

D

Not rated or not available

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 18, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	1.1	27.4%
70	Willacy fine sandy loam, 0 to 1 percent slopes	B	3.0	72.4%
71	Willacy fine sandy loam, 1 to 3 percent slopes	B	0.0	0.2%
Totals for Area of Interest			4.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

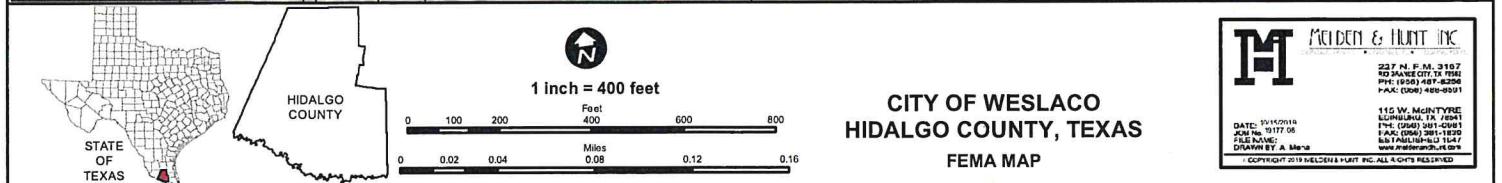
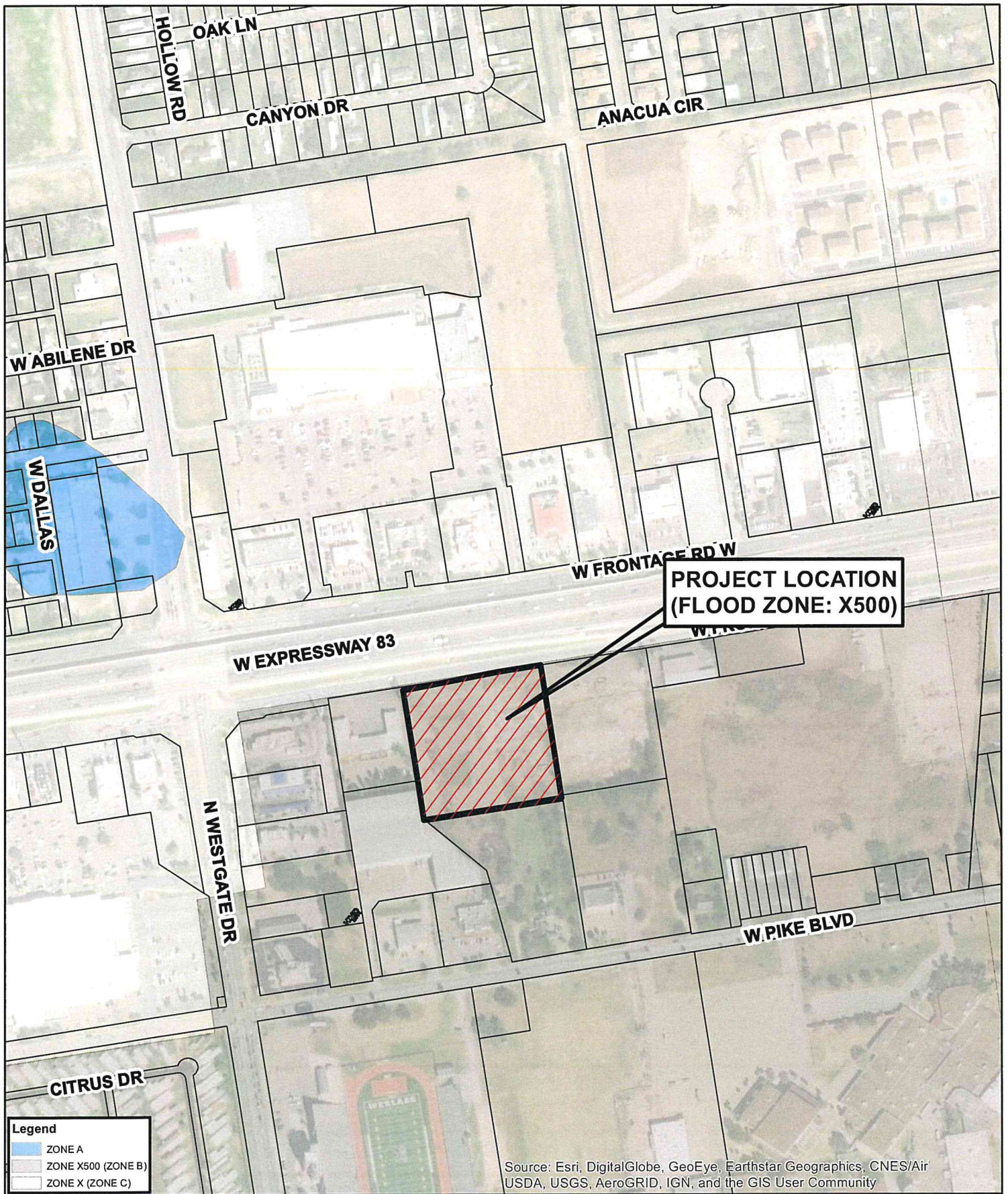
The aggregation method "Dominant Condition" first groups like attribute values for the components in a map unit. For each group, percent composition is set to the sum of the percent composition of all components participating in that group. These groups now represent "conditions" rather than components. The attribute value associated with the group with the highest cumulative percent composition is returned. If more than one group shares the highest cumulative percent composition, the corresponding "tie-break" rule determines which value should be returned. The "tie-break" rule indicates whether the lower or higher group value should be returned in the case of a percent composition tie. The result returned by this aggregation method represents the dominant condition throughout the map unit only when no tie has occurred.

Component Percent Cutoff: None Specified

Components whose percent composition is below the cutoff value will not be considered. If no cutoff value is specified, all components in the database will be considered. The data for some contrasting soils of minor extent may not be in the database, and therefore are not considered.

Tie-break Rule: Higher

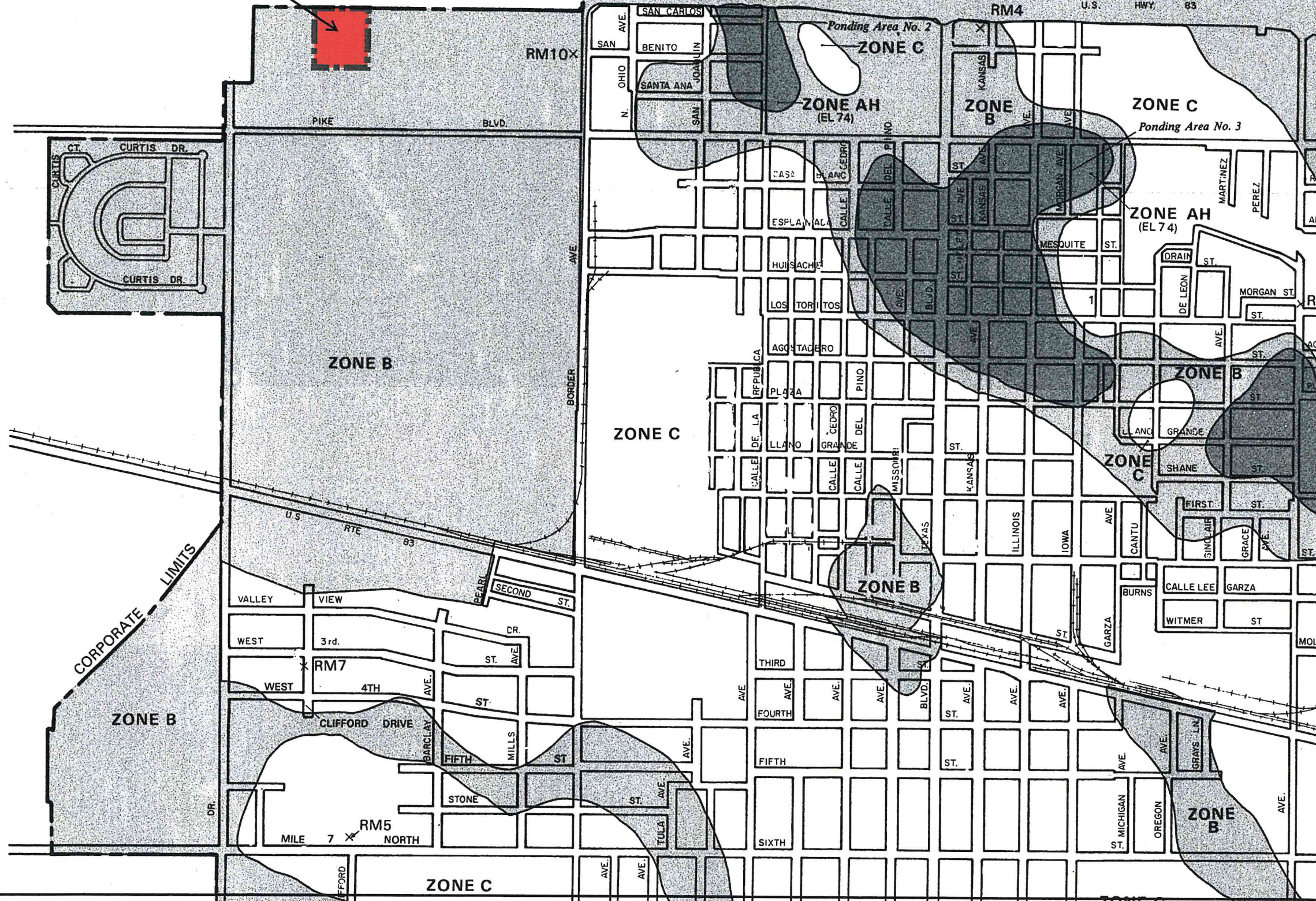
The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.



Bridge Avenue with Los Torritos Street.

A square cut on top of curb at the intersection of Border Avenue with San Benito Street.

PROJECT LOCATION



APPROXIMATE SCALE

800 0 800 FEET

A horizontal scale bar with a central zero point and markings extending to 800 feet on both sides. The bar is divided into segments by vertical lines, with the largest segments representing 400 feet each. The text "800 0 800 FEET" is positioned above the bar, indicating the scale.

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

**CITY OF
WESLACO, TEXAS
HIDALGO COUNTY**

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980

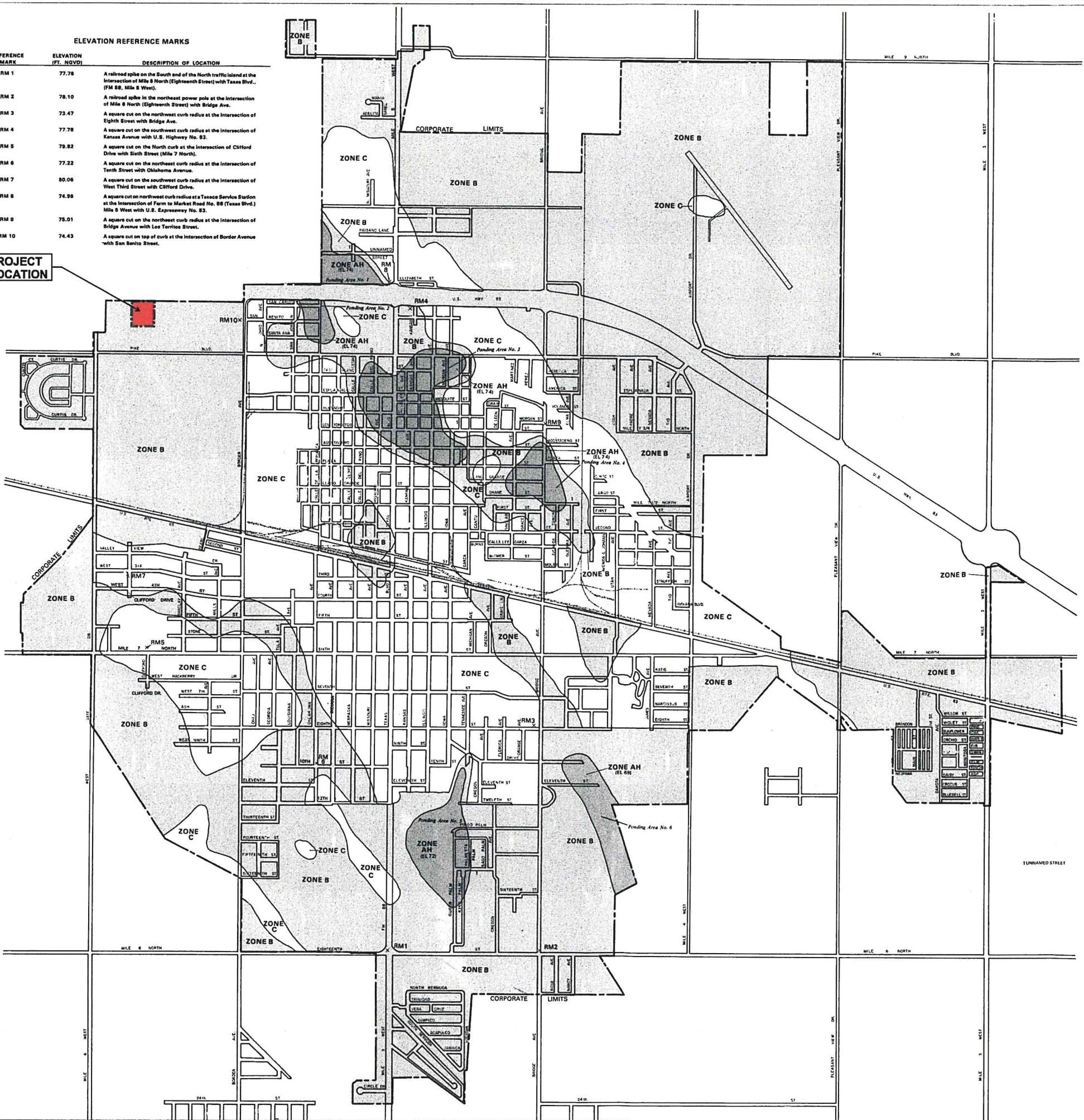


U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ELEVATION REFERENCE MARKS		
REFERENCE MARK	ELEVATION (FT. NGVD)	DESCRIPTION OF LOCATION
RM 1	77.78	A railroad spike on the South end of the North traffic island at the intersection of Mile 8 North (Eighteenth Street) with Texas Blvd., (FM 88, Mile 8 West).
RM 2	78.10	A railroad spike in the northeast power pole at the intersection of Mile 8 North (Eighteenth Street) with Bridge Ave.
RM 3	73.47	A square cut on the northwest curb radius at the intersection of Eighth Street with Bridge Ave.
RM 4	77.78	A square cut on the southwest curb radius at the intersection of Kansas Avenue with U.S. Highway No. 83.
RM 5	79.82	A square cut on the North curb at the intersection of Clifford Drive with Sixth Street (Mile 7 North).
RM 6	77.22	A square cut on the northeast curb radius at the intersection of Tenth Street with Oklahoma Avenue.
RM 7	80.06	A square cut on the southwest curb radius at the intersection of West Third Street with Clifford Drive.
RM 8	74.96	A square cut on northwest curb radius at a Texaco Service Station at the intersection of Farm to Market Road No. 88 (Texas Blvd.) Mile 5 West with U.S. Expressway No. 83.
RM 9	75.01	A square cut on the northeast curb radius at the intersection of Bridge Avenue with Los Torricos Street.
RM 10	74.43	A square cut on top of curb at the intersection of Border Avenue with San Benito Street.

PROJECT LOCATION



KEY TO MAP

500-Year Flood Boundary ——— ZONE B

100-Year Flood Boundary ——— ZONE A2

Zone Designations* With Date of Identification * 8, 12/7/74 ——— ZONE A1

100-Year Flood Boundary ——— ZONE B

500-Year Flood Boundary ——— ZONE B

Base Flood Elevation Line With Elevation In Feet** ——— 513

Base Flood Elevation In Feet Where Uniform Within Zone** (EL 087)

Elevation Reference Mark RM7

River Mile #M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
AT-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

INITIAL IDENTIFICATION:
MARCH 28, 1974

FLOOD HAZARD BOUNDARY MAP REVISIONS:
FEBRUARY 6, 1978

FLOOD INSURANCE RATE MAP EFFECTIVE:
MARCH 4, 1980

Refer to the FLOOD INSURANCE RATE MAP EFFECTIVE date shown on this map to determine when actuarial rates apply to structures in the zones where elevations or depths have been established.

To determine if flood insurance is available in this community, contact your insurance agent, or call the National Flood Insurance Program, at (800) 638-6623, or (800) 424-8872.

APPROXIMATE SCALE
0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

Kayla A. Arevalo

From: Rebekah M. De La Fuente
Sent: Monday, October 28, 2019 1:16 PM
To: Lydia Flores
Cc: Mario Reyna
Subject: RE: Harbor Freight Subdivision - Pdf's of Plat/Utility/Drainage Report
Attachments: Harbor Frieght.pdf

Good Afternoon,

Please see the attached comment from staff. Please revise the plat sheets and resubmit a pdf copy for staff to review. Once all comments have been addressed, I will notify you so that you can submit the platting application.

Fire Comments:

- Plat does not show the fire hydrant or the water line to the hydrant that was discussed in the meeting.

Public Works Comments:

- There is not a water line located on the north side. Please verify the utility lay out.

Engineering Comments:

- Extend SS Line towards Frontage if possible, will also need to obtain permission from adjacent owner for proposed SS.
- Water Line must extend to and through property and tie-in to water line in west adjacent property for a loop.
- All Block Corners shall have a concrete monument with noted elevation

Thank you,

Rebekah de la Fuente, CFM
Interim Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3401
Fax: (956) 973-3128
rdelafuente@weslacotx.gov



From: Lydia Flores <Lydia@meldenandhunt.com>
Sent: Monday, October 21, 2019 5:00 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: Mario Reyna <Mario@meldenandhunt.com>
Subject: Harbor Freight Subdivision - Pdf's of Plat/Utility/Drainage Report

Here you go my friend, hope you are doing well and yay get to work with you again!!!!

Thanks,

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
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

October 23, 2019

Melden & Hunt Inc
c/o Mario Reyna
115 W. McIntyre Street
Edinburg, Texas 78541

Re: Harbor Freight Subdivision

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above-mentioned subdivision:

1. Metes and bounds description must match plan view as provided
2. Adjacent properties must be identified on all sides.
3. Submit Trip Generation Worksheet
4. Update Plate Note 9: Streetlight must be located every 300 feet
5. Submit variance for proposed 6' utility easement

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,

Rebekah de la Fuente, CFM
Interim Planning & Code Enforcement Director

- ☒ Contours
- ☒ Flood Zones
- ☒ Adjoiners
- ☒ Existing & Proposed street names
- ☒ Utility Layout
- ☒ Existing & Proposed Utilities
- ☒ Proposed Fire Hydrants
- ☒ Adjoiners
- ☒ Street names
- ☒ Drainage plans and calculations with engineer's seal
- ☒ Elevations
- ☒ Flood directional arrows
- ☒ Detention areas
- ☒ Street names
- ☒ Proof of ownership of the property
- ☐ If septic tank system required, submit soil evaluation report
- ☐ Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- ☒ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- ☐ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- ☐ Plats to be sealed by Professional Engineer
- ☐ Approved Drainage Report
- ☐ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- ☐ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- ☐ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- ☐ Notice of Intent
- ☐ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- ☐ Electronic file of final plat and as-builds
- ☐ Reproducible plat to be recorded with all required signatures
- ☐ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- ☐ 2% inspection fee
- ☐ Park Fees
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- ☐ Sealed engineering cost estimates
- ☐ Letter of Credit/Performance Bond/Escrow

Date: 12/10/2019

			Project Size			
	ITE Code	Anticipated Land Use	Acres	GFA	# of Units	
Lot #						
	1	816 Hardware/Paint Store		16,005		AM Peak Hour Trips
	2	820 Shopping Center		28,000		PM Peak Hour Trips
Total:			0	44005	0	106 136

Graph Look Up

Query Filter

DATA SOURCE: Trip Generation Manual, 10th Ed

SEARCH BY LAND USE CODE: 816

LAND USE CATEGORY: (800-899) Retail

LAND USE: 816 - Hardware/Paint Store

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

TIME PERIOD: Weekday

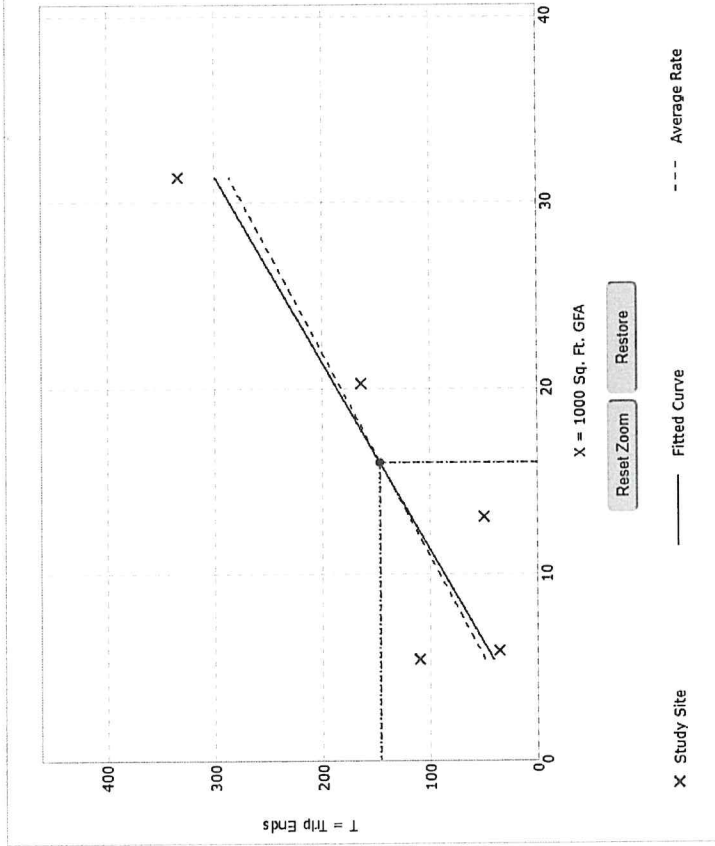
SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 16.0 Calculate

Data Plot and Equation

Caution - Small Sample Size



DATA STATISTICS

Land Use:	Hardware/Paint Store (816) Click for more details
Independent Variable:	1000 Sq. Ft. GFA
Time Period:	Weekday
Setting/Location:	General Urban/Suburban
Trip Type:	Vehicle
Number of Studies:	5
Avg. 1000 Sq. Ft. GFA:	15
Average Rate:	9.14
Range of Rates:	3.82 - 20.33
Standard Deviation:	4.43
Fitted Curve Equation:	$T = 9.94(X) - 12.22$
R ² :	0.81
Directional Distribution:	50% entering, 50% exiting
Calculated Trip Ends:	Average Rate: 146 (Total), 73 (Entry), 73 (Exit)
Fitted Curve:	147 (Total), 73 (Entry), 74 (Exit)

Graph Look Up

Query Filter

DATA SOURCE: Trip Generation Manual, 10th Ed

SEARCH BY LAND USE CODE: 816

LAND USE CATEGORY: (800-899) Retail

LAND USE: 816 - Hardware/Paint Store

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

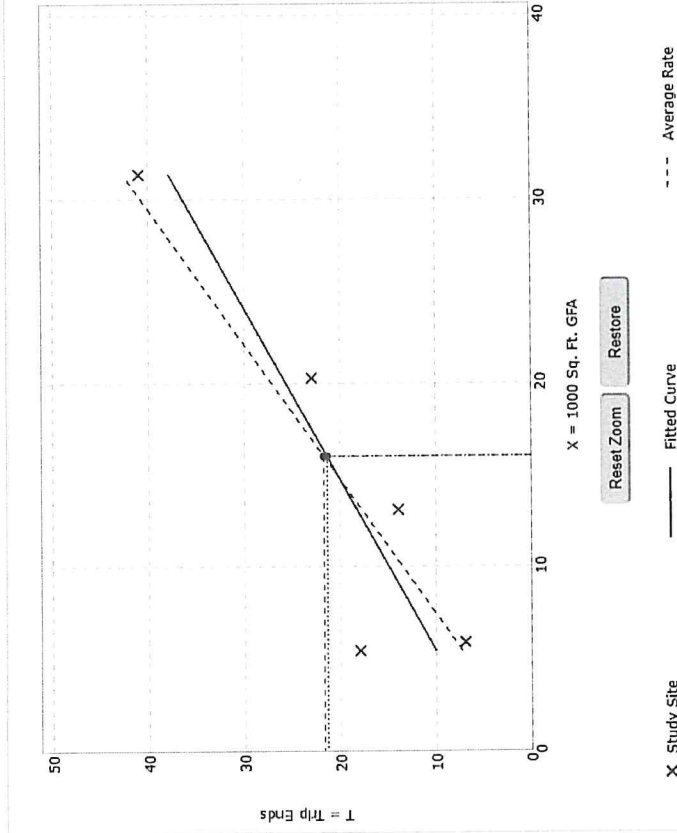
TIME PERIOD: Weekday, AM Peak Hour of Generator

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 16.0 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:	Hardware/Paint Store (816)
Independent Variable:	1000 Sq. Ft. GFA
Time Period:	Weekday
Setting/Location:	AM Peak Hour of Generator
Trip Type:	General Urban/Suburban
Vehicle:	
Number of Studies:	5
Avg. 1000 Sq. Ft. GFA:	15
Average Rate:	1.36
Range of Rates:	1.07 - 3.33
Standard Deviation:	0.62
Fitted Curve Equation:	$T = 1.07(X) + 4.31$
R^2 :	0.63
Directional Distribution:	52% entering, 48% exiting
Calculated Trip Ends:	
Average Rate:	22 (Total), 11 (Entry), 11 (Exit)
Fitted Curve:	21 (Total), 11 (Entry), 10 (Exit)

Graph Look Up

Query

Filter

DATA SOURCE:

Trip Generation Manual, 10th Ed

SEARCH BY LAND USE CODE:

816

LAND USE CATEGORY:

(800-899) Retail

LAND USE:

816 - Hardware/Paint Store

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, PM Peak Hour of Generator

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

Vehicle

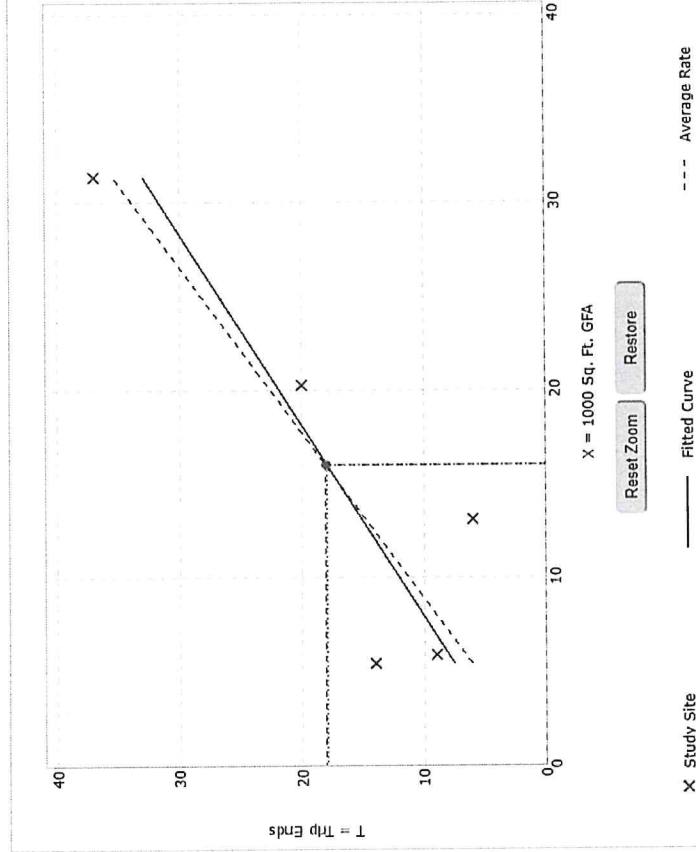
ENTER IV VALUE TO CALCULATE TRIPS:

16.0

Calculate

Data Plot and Equation

Caution - Small Sample Size



DATA STATISTICS

Land Use:

Hardware/Paint Store (816) [Click for more details](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

PM Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

5

Avg. 1000 Sq. Ft. GFA:

15

Average Rate:

1.13

Range of Rates:

0.46 - 2.59

Standard Deviation:

0.56

Fitted Curve Equation:

 $T = 0.98(X) + 2.27$ R^2 :

0.76

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 18 (Total), 9 (Entry), 9 (Exit)

Fitted Curve: 18 (Total), 9 (Entry), 9 (Exit)

Assumed 350' x 80' building (similar to property to east; but longer to fit Lot 2)

Graph Look Up

Query Filter

DATA SOURCE:
Trip Generation Manual, 10th Ed

SEARCH BY LAND USE CODE:
820

LAND USE CATEGORY:
(800-899) Retail

LAND USE:
820 - Shopping Center

INDEPENDENT VARIABLE (IV):
1000 Sq. Ft. GLA

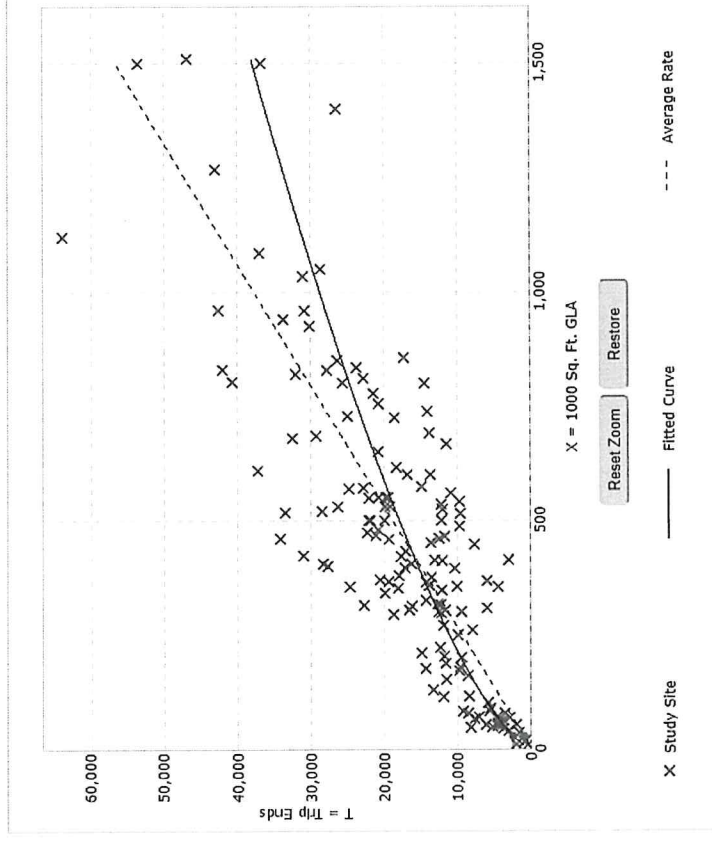
TIME PERIOD:
Weekday

SETTING/LOCATION:
General Urban/Suburban

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
28 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use: Shopping Center (820) [Click for more details](#)
 Independent Variable: 1000 Sq. Ft. GLA
 Time Period: Weekday
 Setting/Location: General Urban/Suburban
 Trip Type: Vehicle
 Number of Studies: 147
 Avg. 1000 Sq. Ft. GLA: 453
 Average Rate: 37.75
 Range of Rates: 7.42 - 207.98
 Standard Deviation: 16.41
 Fitted Curve Equation: $\ln(T) = 0.69 \ln(X) + 5.57$
 R^2 : 0.76
 Directional Distribution: 50% entering, 50% exiting
 Calculated Trip Ends: Average Rate: 1057 (Total), 528 (Entry), 529 (Exit)
 Fitted Curve: 2530 (Total), 1265 (Entry), 1265 (Exit)

Graph Look Up

Query

Filter

DATA SOURCE:

Trip Generation Manual, 10th Ed

SEARCH BY LAND USE CODE:

820

LAND USE CATEGORY:

(800-899) Retail

LAND USE:

820 - Shopping Center

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GLA

TIME PERIOD:

Weekday, AM Peak Hour of Generator

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

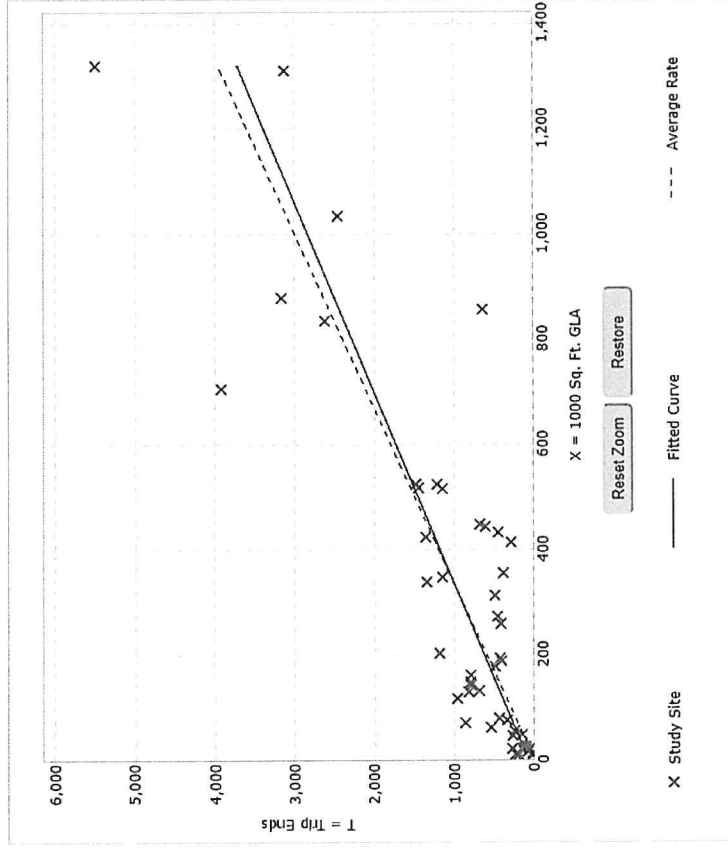
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

28

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Shopping Center (820) [Click for more details](#)

Independent Variable:

1000 Sq. Ft. GLA

Time Period:

Weekday

AM Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

47

Avg. 1000 Sq. Ft. GLA:

323

Average Rate:

3.00

Range of Rates:

0.70 - 23.74

Standard Deviation:

1.85

Fitted Curve Equation:

 $T = 2.76(X) + 77.28$ R^2

0.71

Directional Distribution:

54% entering, 45% exiting

Calculated Trip Ends:

Average Rate: 84 (Total), 45 (Entry), 39 (Exit)

Fitted Curve: 155 (Total), 83 (Entry), 72 (Exit)

Graph Look Up

Query Filter

DATA SOURCE: Trip Generation Manual, 10th Ed

SEARCH BY LAND USE CODE: 820

LAND USE CATEGORY: (800-899) Retail

LAND USE: 820 - Shopping Center

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GLA

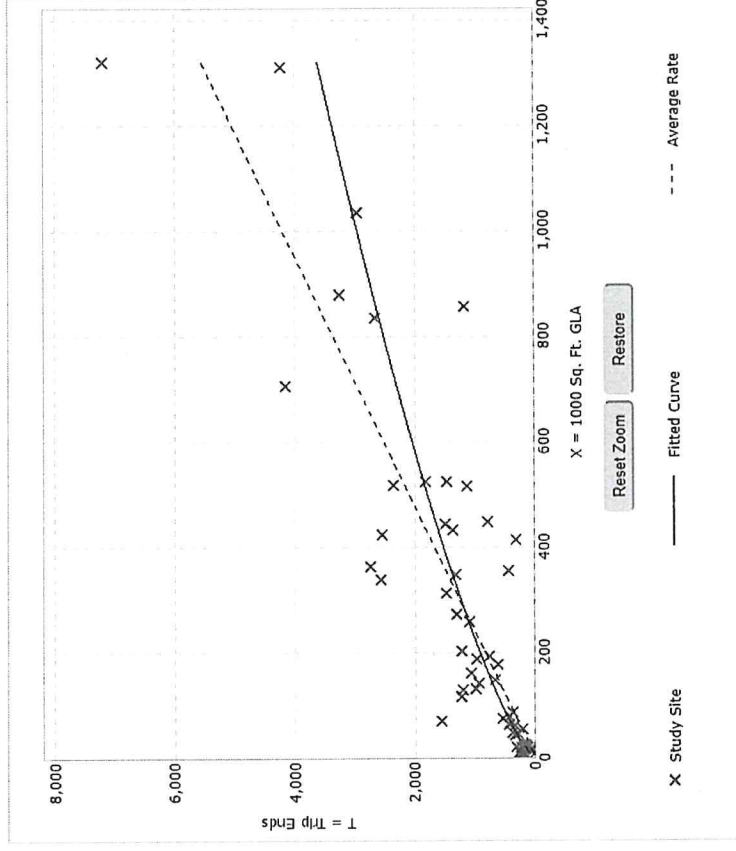
TIME PERIOD: Weekday, PM Peak Hour of Generator

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

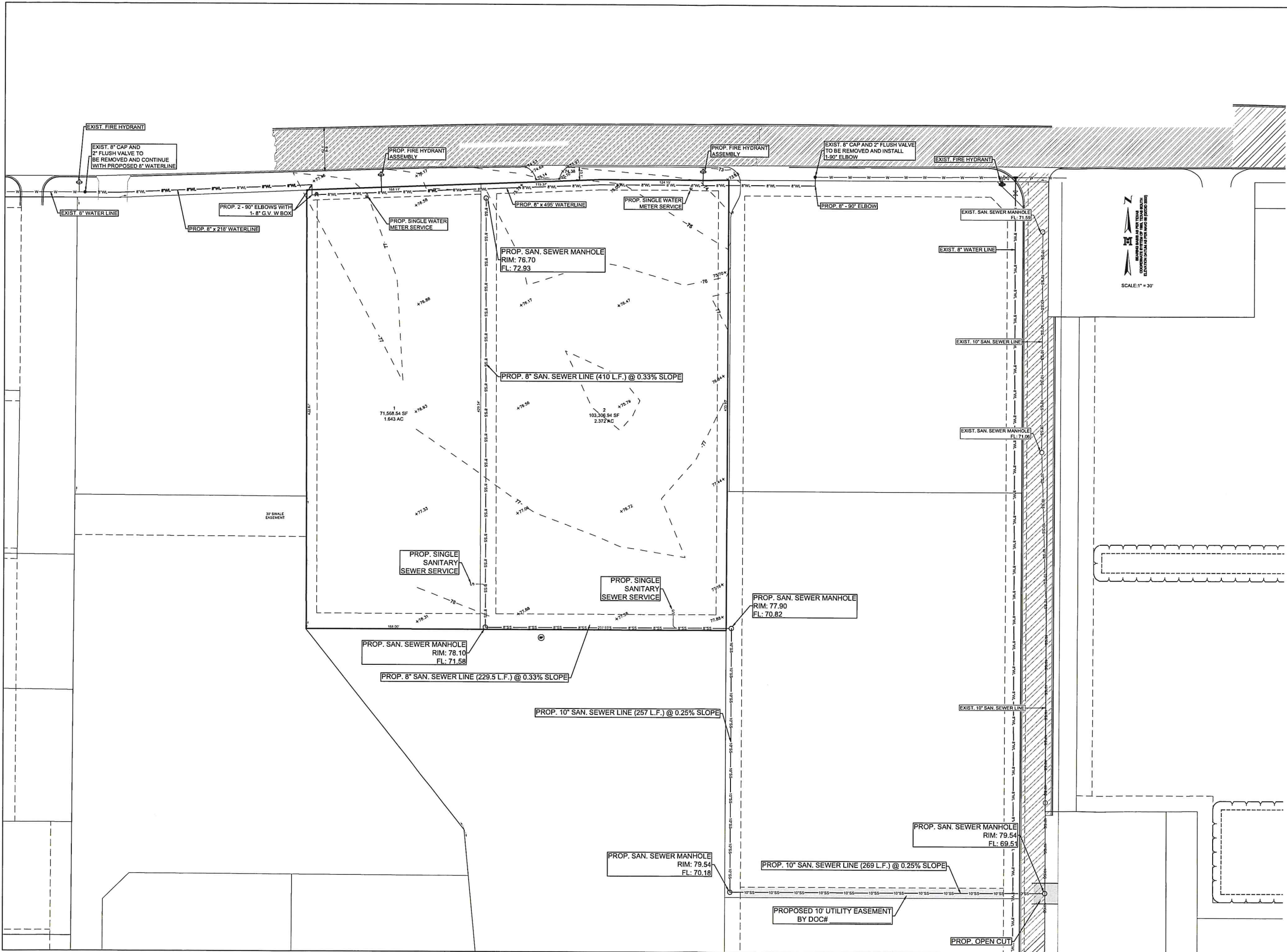
ENTER IV VALUE TO CALCULATE TRIPS: 28 Calculate

Data Plot and Equation



DATA STATISTICS

Land User:	Shopping Center (820) Click for more details
Independent Variable:	1000 Sq. Ft. GLA
Time Period:	Weekday
PM Peak Hour of Generator	
Setting/Location:	General Urban/Suburban
Trip Type:	Vehicle
Number of Studies:	53
Avg. 1000 Sq. Ft. GLA:	298
Average Rate:	4.21
Range of Rates:	0.78 - 27.27
Standard Deviation:	2.47
Fitted Curve Equation:	$\text{Ln}(T) = 0.72 \text{Ln}(X) + 3.02$
R ² :	0.76
Directional Distribution:	50% entering, 50% exiting
Calculated Trip Ends:	
Average Rate:	118 (Total), 59 (Entry), 59 (Exit)
Fitted Curve:	226 (Total), 113 (Entry), 113 (Exit)



JOB No.
19177.00

BY
DATE

REVISION

PROJECT: HARBOUR FREIGHT SUBDIVISION
T-DRAW: T-1010, PG. 39

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE: AS NOTED

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING OR PERMIT PURPOSES.

REVISION

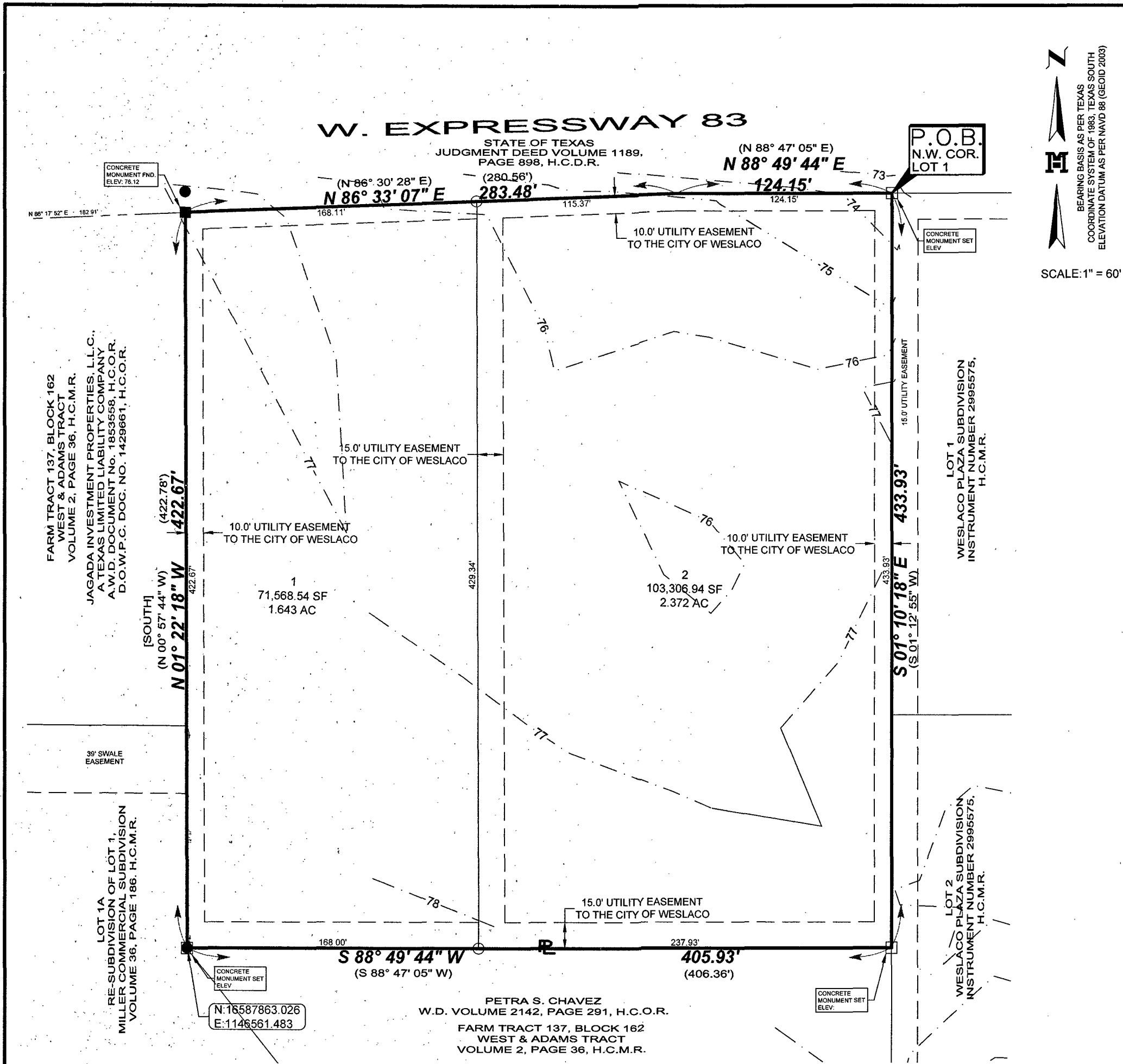
PROPOSED WATERLINE LAYOUT

17089.00

SHEET 1 OF 1

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
1500 W. MCINTOSH
DALLAS, TEXAS 75201
PH: (972) 381-1001
FAX: (972) 487-3256
E-MAIL: M&H@M&H.COM
EST. 1947

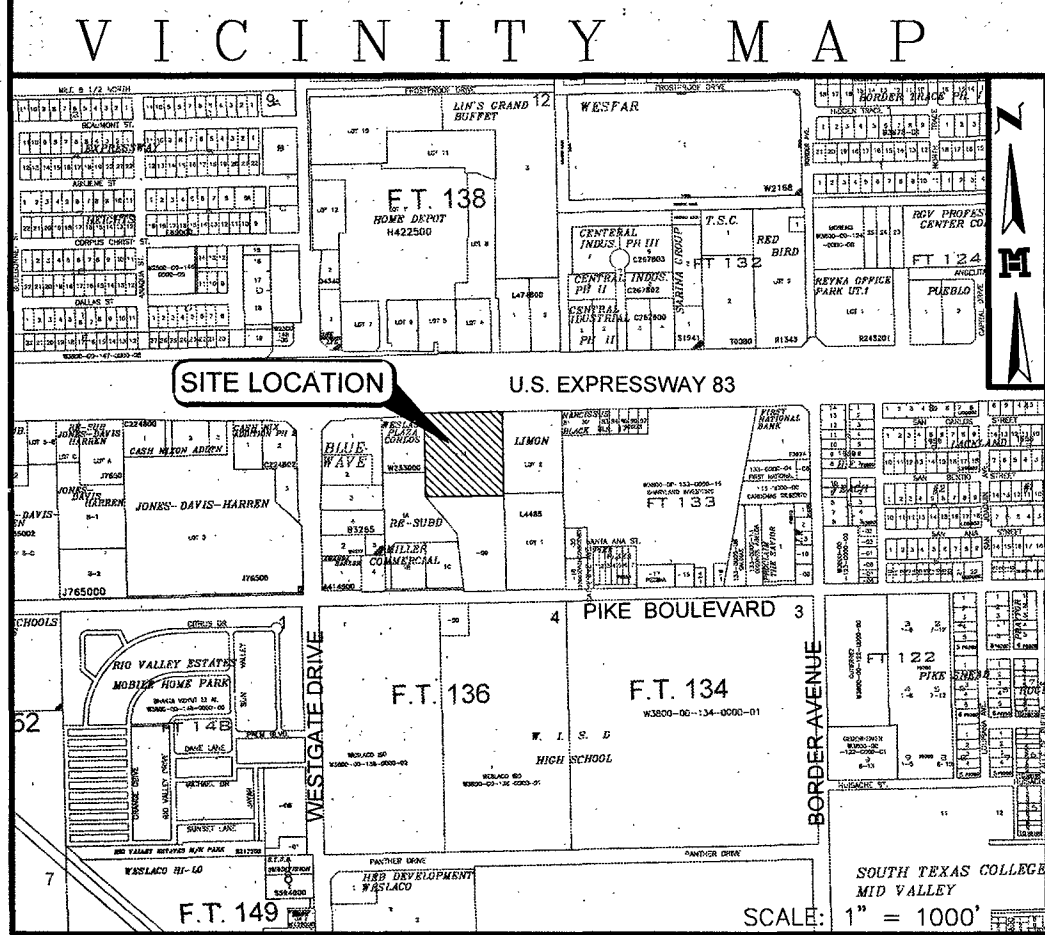
19177.00



LEGEND

- FOUND NO. 4 REBAR
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- SET NO. 4 REBAR WITH PLASTIC
- CAP STAMPED MELDEN & HUNT

H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
S.F. - SQUARE FEET
D.O.W.P.C. - DECLARATION OF WESLACO PLAZA CONDOMINIUM
A.W.D. - ASSUMPTION WARRANTY DEED
DOC. NO. - DOCUMENT NUMBER
W.D. - WARRANTY DEED
[] - RECORDED "CONDOMINIUMS DEED CALLS"
[] - RECORDED DEED CALLS
P - PROPERTY LINE



DRAWN BY: GP DATE: 10-15-18
IRRIGATION, CHECKED: DATE: _____
SURVEYED, CHECKED: DATE: _____
FINAL CHECK: DATE: _____

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

MAP OF HARBOR FREIGHT SUBDIVISION

A SUBDIVISION CONTAINING 4.015 ACRES [174,874.848 SQUARE FEET] BEING
A PART OR PORTION OUT OF FARM TRACT 137, BLOCK 162, WEST & ADAMS
TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE
36, HIDALGO COUNTY MAP RECORDS
CITY OF WESLACO, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

- THIS SUBDIVISION IS IN FLOOD ZONE "B"
ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS
SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE
CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE. OR AREAS PROTECTED BY LEVEES
FROM THE BASE FLOOD. (MEDIUM SHADING)
COMMUNITY-PANEL NUMBER: 480349 0005 B
EFFECTIVE DATE: MARCH 4, 1990
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 24" ABOVE FRONT CENTER OF LOT.
MINIMUM FINISH FLOOR ELEVATION FOR LOT 1 & 2 TO BE ELEVATION: 78.00
- MINIMUM SETBACKS SHALL BE AS FOLLOWS:
FRONTAGE CORRIDORS IDENTIFIED ON THE HIDALGO COUNTY THOROUGHFARE MAP: THE MINIMUM DEPTH OF A
FRONT YARD ONE FOOT BACK FROM PROPERTY LINE FOR EACH TWO FEET IN BUILDING HEIGHT. NOT
TO EXCEED ONE-HALF OF THE WIDTH OF THE ABUTTING DEDICATED RIGHT-OF-WAY OR IN LINE WITH
THE MAJORITY SETBACK OF EXISTING STRUCTURES ALONG THE SAME BLOCK, WHICHEVER IS
GREATER.
PIKE: 20' OR EASEMENT, WHICHEVER IS GREATER
SIDE: 5' OR EASEMENT, WHICHEVER IS GREATER
REAR: 10' OR EASEMENT, WHICHEVER IS GREATER
- THIS SUBDIVISION SHALL BE REQUIRED TO DETAIN: 47.723 C.F. OF STORM SEWER RUNOFF AS PER
APPROVED DRAINAGE REPORT. EACH LOT IS REQUIRED TO DETAIN AS FOLLOWS:
LOT 1 WILL BE REQUIRED TO DETAIN: 19.531 C.F.
LOT 2 WILL BE REQUIRED TO DETAIN: 28.192 C.F.
- BENCH MARK: SET SQUARE CUT TOP OF INLET LOCATED ON THE NORTH SIDE OF THIS LOT AT THE
FOLLOWING COORDINATE AND ELEVATION:
N. 16585320.74, E. 14955354.33 AT ELEVATION = 72.12
- NO BUILDING IS ALLOWED OVER ANY EASEMENT.
- A 5 FT WIDE SIDEWALK IS REQUIRED ALONG THE SOUTH SIDE OF U.S. EXPRESSWAY 83 DURING THE
BUILDING PERMIT PROCESS.
- DRAIN SWALE(S) ARE TO BE MAINTAINED BY PROPERTY OWNER.
- STREET LIGHTS MUST BE LOCATED EVERY 300 FEET.
- A STORM WATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.
- LANDSCAPING TO BE PROVIDED, AS PER CITY ORDINANCE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE
DETAILED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE
DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPROVISED ARE
BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS
PLAT.

METES AND BOUNDS DESCRIPTION:

A SUBDIVISION CONTAINING 4.015 ACRES [174,874.848 SQUARE FEET] SITUATED IN THE CITY OF
WESLACO, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 137,
BLOCK 162, WEST & ADAMS TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 2, PAGE 36, HIDALGO COUNTY MAP RECORDS, WHICH SAID 4.015-ACRE TRACT WAS
CONVEYED TO BS MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY VIRTUE OF A
WARRANTY DEED WITH VENDOR'S LIEN, RECORDED UNDER DOCUMENT NUMBER 2727813,
HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.015 ACRES ALSO BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT SET ON THE NORTHWEST CORNER OF LOT 1,
WESLACO PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN
INSTRUMENT NUMBER 2995575, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHEAST
CORNER OF THIS HEREIN DESCRIBED TRACT;

- THENCE, S 01° 10' 18" E (S 01° 12' 55" W DEED CALL) ALONG THE WEST LINE OF LOT 1 AND
LOT 2, OF SAID WESLACO PLAZA SUBDIVISION, AT A DISTANCE OF 300.00 FEET PASS THE
SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF SAID LOT 2,
CONTINUING A TOTAL DISTANCE OF 433.93 FEET TO A CONC. MONUMENT SET, FOR THE
SOUTHEAST CORNER OF THIS TRACT;
- THENCE, S 88° 49' 44" W (S 88° 47' 05" W DEED CALL) A DISTANCE OF 405.93 FEET (406.36
FEET DEED CALL) TO A NO. 4 REBAR FOUND & CONC. MONUMENT SET (NORTHING:
16587863.028, EASTING: 1146591.483) ON AN ANGLE POINT OF LOT 1A, RE-SUBDIVISION OF
LOT 1, MILLER COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 36, PAGE 186, HIDALGO COUNTY MAP RECORDS, FOR THE
SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 01° 22' 18" W (N 00° 57' 44" W DEED CALL) [SOUTH "CONDOMINIUMS DEED CALL"]
ALONG AN EAST LINE OF SAID LOT 1A, AT A DISTANCE OF 127.57 FEET PASS THE
NORTHEAST CORNER OF SAID LOT 1A, AND THE SOUTHWEST CORNER OF A CERTAIN
TRACT CONVEYED TO JAGADA INVESTMENT PROPERTIES, L.L.C., A TEXAS LIMITED
LIABILITY COMPANY, BY VIRTUE OF A ASSUMPTION WARRANTY DEED RECORDED UNDER
DOCUMENT NUMBER 1853558, HIDALGO COUNTY OFFICIAL RECORDS, CONTINUING A
TOTAL DISTANCE OF 422.67 FEET (422.78 FEET DEED CALL) TO A CONCRETE MONUMENT
FOUND ON THE NORTHEAST CORNER OF SAID JAGADA INVESTMENT PROPERTIES, L.L.C.
TRACT AND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF W. EXPRESSWAY 83, FOR
THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, N 88° 33' 07" E (N 88° 30' 28" E DEED CALL) ALONG THE EXISTING SOUTH
RIGHT-OF-WAY LINE OF W. EXPRESSWAY 83, A DISTANCE OF 283.48 FEET (280.56 FEET
DEED CALL) TO A NO. 4 REBAR SET, FOR AN ANGLE POINT OF THIS TRACT;
- THENCE, N 88° 49' 44" E (N 88° 47' 05" E DEED CALL) ALONG THE EXISTING SOUTH
RIGHT-OF-WAY LINE OF W. EXPRESSWAY 83, A DISTANCE OF 124.15 FEET TO THE POINT
OF BEGINNING AND CONTAINING 4.015 ACRES [174,874.848 SQUARE FEET] OF LAND, MORE
OR LESS.

MAP OF

HARBOR FREIGHT SUBDIVISION

A SUBDIVISION CONTAINING 4.015 ACRES [174,874.848 SQUARE FEET] BEING
A PART OR PORTION OUT OF FARM TRACT 137, BLOCK 162, WEST & ADAMS
TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE
36, HIDALGO COUNTY MAP RECORDS
CITY OF WESLACO, HIDALGO COUNTY, TEXAS.

CITY OF WESLACO COUNTY OF HIDALGO

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO HEREBY
CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF
THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED ON THIS _____ DAY OF _____, 20____

CHAIRMAN _____ DATE _____

CITY OF WESLACO CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT
CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS
REQUIRED.

MAYOR CITY OF WESLACO _____ DATE _____

ATTEST: CITY OF WESLACO SECRETARY _____ DATE _____

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9.

DATED THIS _____ DAY OF _____, 20____

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. #9 RIGHTS-OF-WAY OR
EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO
GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HCCID #9 WILL NOT BE RESPONSIBLE FOR DRAINAGE/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN
THIS SUBDIVISION AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO
ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
- HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES
SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON
GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE
RESPONSIBLE FOR THEIR DETERMINATIONS.

RANDALL WINSTON, P.E. - GENERAL MANAGER

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS
SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS
WATER CODE §49.211 (G). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE
DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON
GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND
HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER _____ DATE _____

STATE OF TEXAS COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE "HARBOR FREIGHT SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED
HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER
COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF
CONSIDERATION THEREIN EXPRESSED.

JAYESH S. BHAKTA, MEMBER
BS MANAGEMENT, LLC
5807 N. 3rd LANE
MCALLEN, TEXAS 78504

DATE: _____

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JAYESH S.
BHAKTA, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO
BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME
FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND
ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY
EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE "HARBOR FREIGHT SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED
HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER
COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF
CONSIDERATION THEREIN EXPRESSED.

LAITH HERMIZ, AUTHORIZED REPRESENTATIVE
AGREE LIMITED PARTNERSHIP

DATE: _____

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED LAITH HERMIZ
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST
DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND
ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY
EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

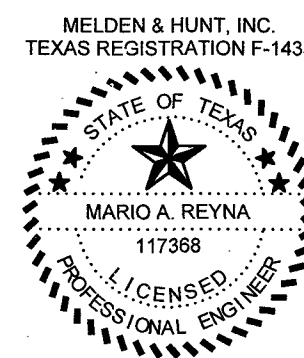
STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF
TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/15/19
ENGINEERING JOB # 19177.00



STATE OF TEXAS COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO
HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON
THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT
DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN
PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS
SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE
SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750
STATE OF TEXAS

DATE SURVEYED: 10/01/2019
T-1083, PG. 70
SURVEY JOB # 19177.08

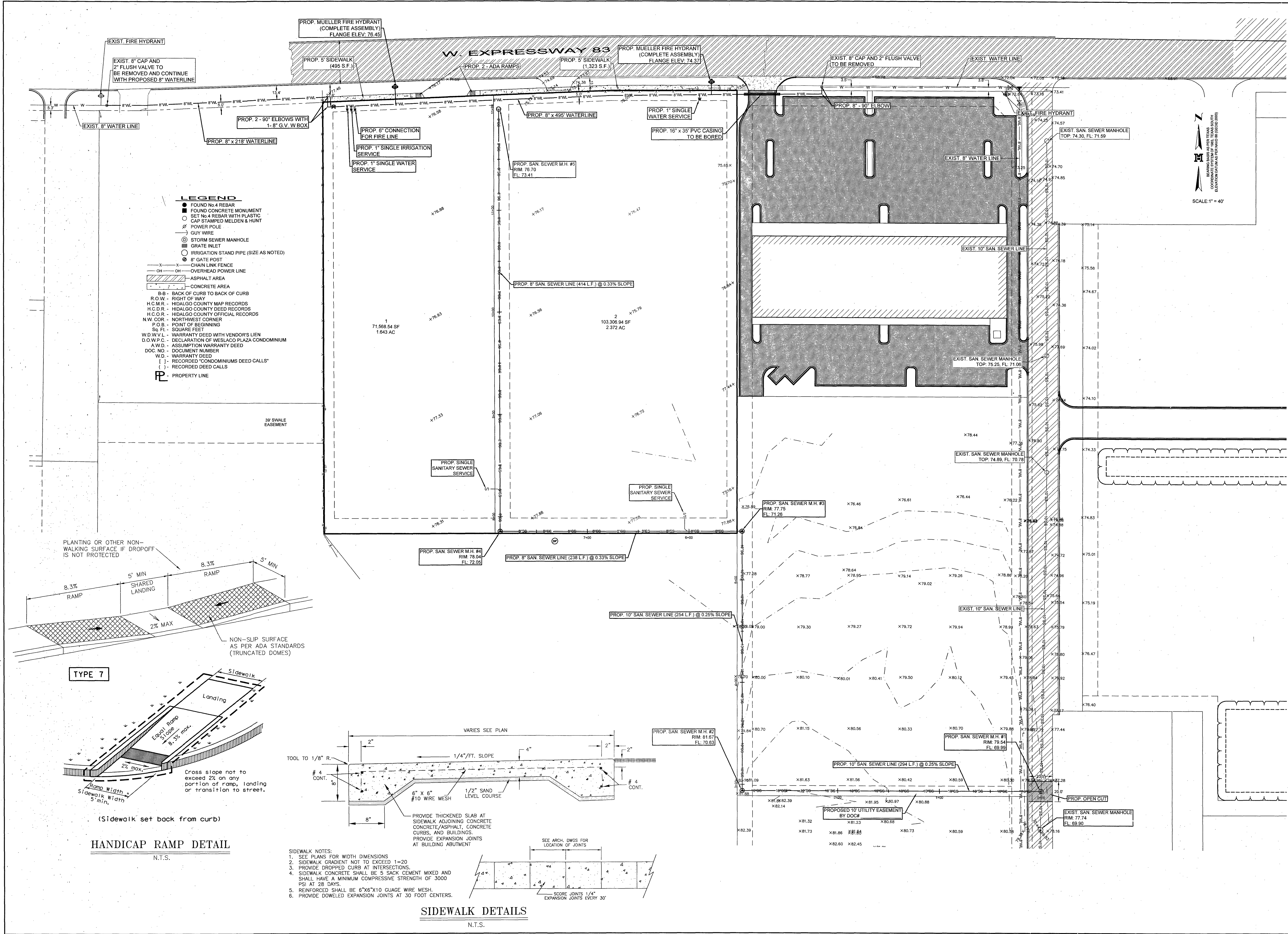


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

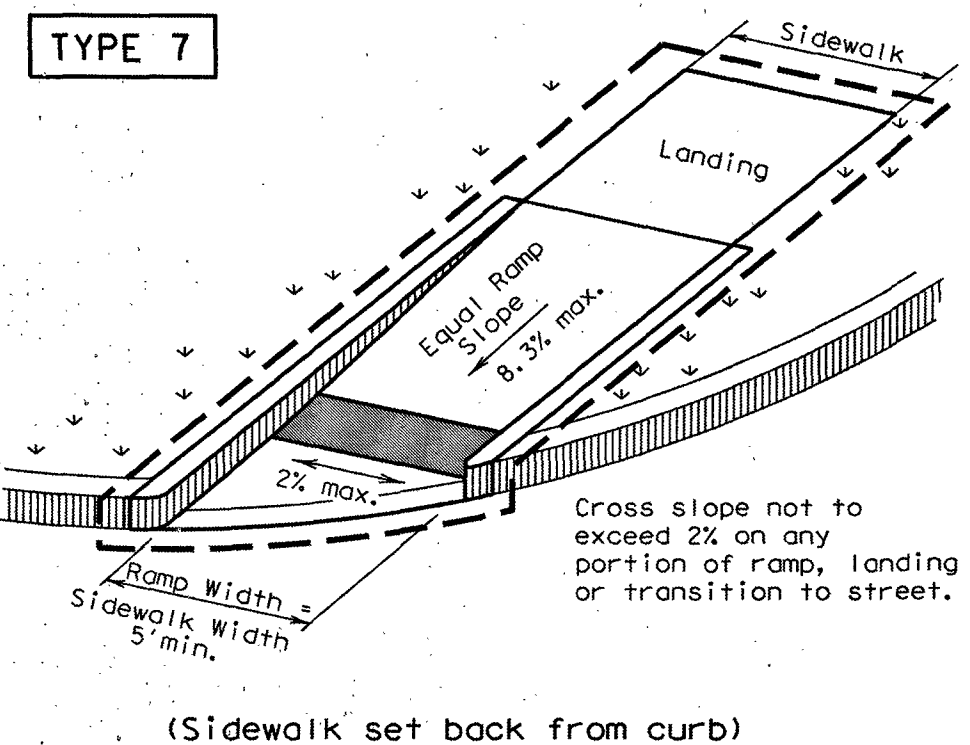
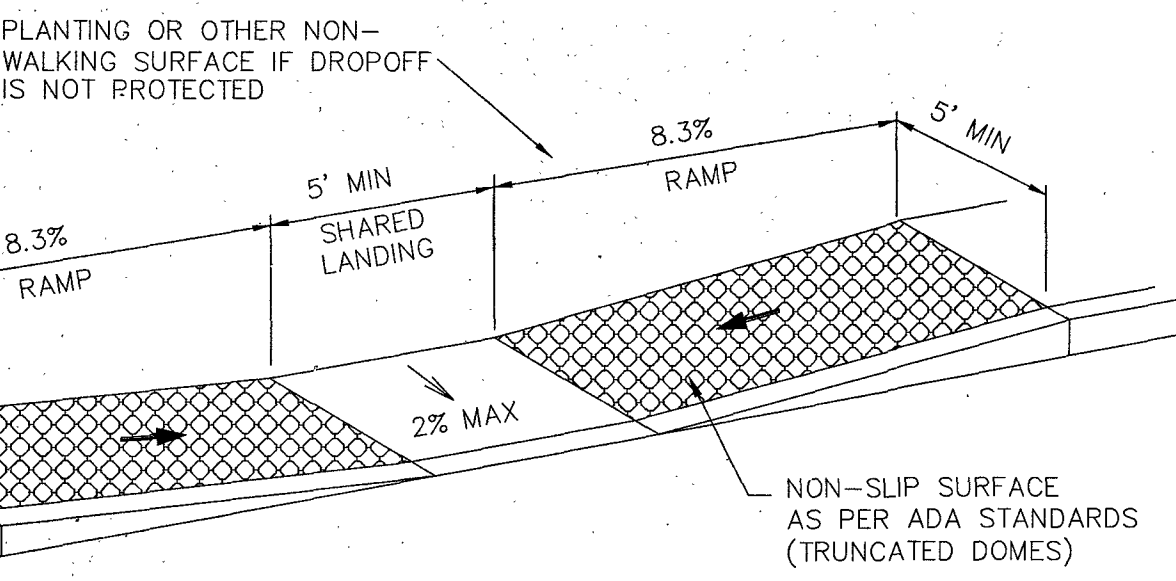
ON: _____ AT: _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

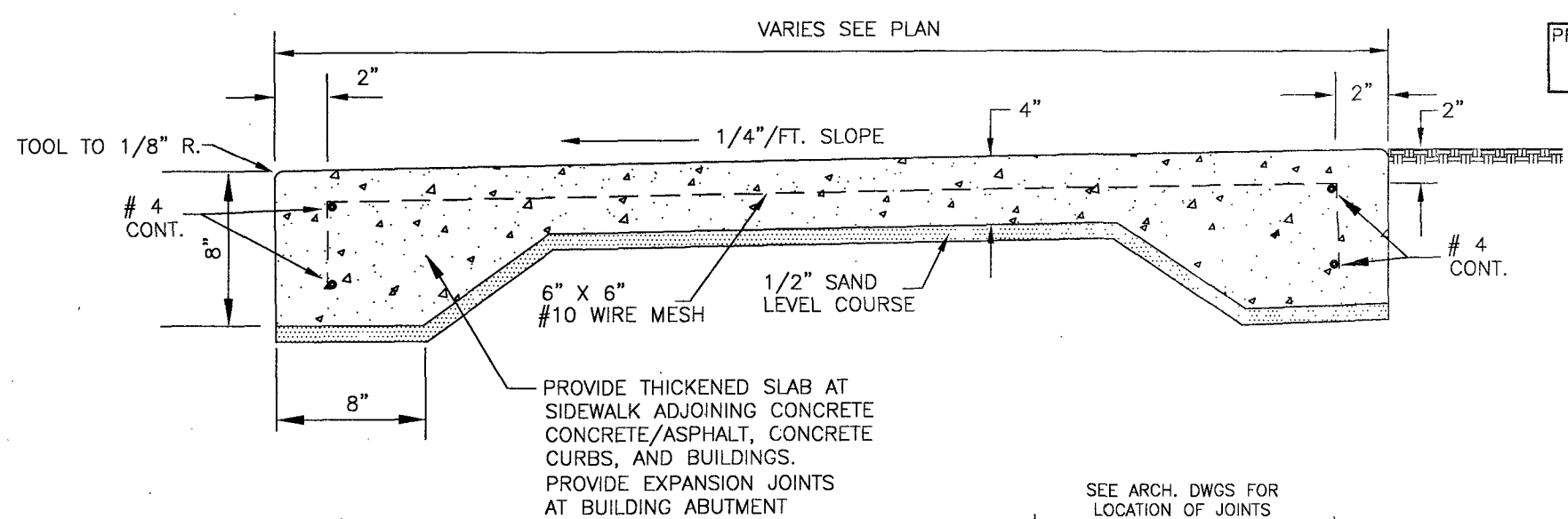
BY: _____ DEPUTY



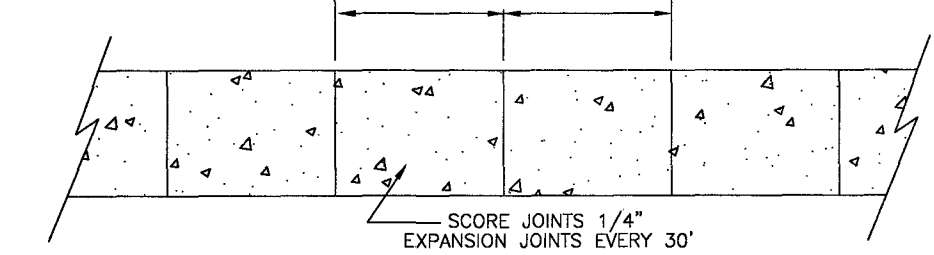
- LEGEND**
- FOUND NO. 4 REBAR
 - FOUND CONCRETE MONUMENT
 - SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - POWER POLE
 - GUY WIRE
 - STORM SEWER MANHOLE
 - GRATE INLET
 - IRRIGATION STAND PIPE (SIZE AS NOTED)
 - 8" GATE POST
 - X— CHAIN LINK FENCE
 - OH— OVERHEAD POWER LINE
 - /// ASPHALT AREA
 - CONCRETE AREA
 - 8" B - BACK OF CURB TO BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - N.W. COR. - NORTHWEST CORNER
 - P.O.B. - POINT OF BEGINNING
 - Sq. Ft. - SQUARE FEET
 - W.D.W.V.L. - WARRANTY DEED WITH VENDOR'S LIEN
 - D.O.W.P.C. - DECLARATION OF WESLACO PLAZA CONDOMINIUM
 - A.W.D. - ASSUMPTION WARRANTY DEED
 - DOC. NO. - DOCUMENT NUMBER
 - W.D. - WARRANTY DEED
 - () - RECORDED CONDOMINIUMS DEED CALLS
 - () - RECORDED DEED CALLS
 - PE - PROPERTY LINE



HANDICAP RAMP DETAIL
N.T.S.



- SIDEWALK NOTES:**
1. SEE PLANS FOR WIDTH DIMENSIONS
 2. SIDEWALK GRADIENT NOT TO EXCEED 1=20
 3. PROVIDE DROPPED CURB AT INTERSECTIONS
 4. SIDEWALK CONCRETE SHALL BE 5 SACK CEMENT MIXED AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS
 5. REINFORCED SHALL BE 6"x6"x10 GAUGE WIRE MESH
 6. PROVIDE DOWELED EXPANSION JOINTS AT 30 FOOT CENTERS



SIDEWALK DETAILS
N.T.S.

JOB No.		19177.00	
BY	DATE	MELDEN & HUNT, INC.	
REVISION	DATE	CONSULTANTS & ENGINEERS SURVIVORS	
1	10/10/10	1115 W. NIGHTYBRE	
2	10/10/10	2227 N. F.M. 3187	
3	10/10/10	EDINBURG, TX 78841	
4	10/10/10	PH: (956) 381-0981	
5	10/10/10	PH: (956) 487-8256	
6	10/10/10	WWW.MELDENANDHUNT.COM	
7	10/10/10	ESTABLISHED 1947	
8	10/10/10	TYPES No. 1000000	
9	10/10/10	AS NOTED	
10	10/10/10	SCALE	
11	10/10/10	SCALE	
12	10/10/10	SCALE	
13	10/10/10	SCALE	
14	10/10/10	SCALE	
15	10/10/10	SCALE	
16	10/10/10	SCALE	
17	10/10/10	SCALE	
18	10/10/10	SCALE	
19	10/10/10	SCALE	
20	10/10/10	SCALE	
21	10/10/10	SCALE	
22	10/10/10	SCALE	
23	10/10/10	SCALE	
24	10/10/10	SCALE	
25	10/10/10	SCALE	
26	10/10/10	SCALE	
27	10/10/10	SCALE	
28	10/10/10	SCALE	
29	10/10/10	SCALE	
30	10/10/10	SCALE	
31	10/10/10	SCALE	
32	10/10/10	SCALE	
33	10/10/10	SCALE	
34	10/10/10	SCALE	
35	10/10/10	SCALE	
36	10/10/10	SCALE	
37	10/10/10	SCALE	
38	10/10/10	SCALE	
39	10/10/10	SCALE	
40	10/10/10	SCALE	
41	10/10/10	SCALE	
42	10/10/10	SCALE	
43	10/10/10	SCALE	
44	10/10/10	SCALE	
45	10/10/10	SCALE	
46	10/10/10	SCALE	
47	10/10/10	SCALE	
48	10/10/10	SCALE	
49	10/10/10	SCALE	
50	10/10/10	SCALE	
51	10/10/10	SCALE	
52	10/10/10	SCALE	
53	10/10/10	SCALE	
54	10/10/10	SCALE	
55	10/10/10	SCALE	
56	10/10/10	SCALE	
57	10/10/10	SCALE	
58	10/10/10	SCALE	
59	10/10/10	SCALE	
60	10/10/10	SCALE	
61	10/10/10	SCALE	
62	10/10/10	SCALE	
63	10/10/10	SCALE	
64	10/10/10	SCALE	
65	10/10/10	SCALE	
66	10/10/10	SCALE	
67	10/10/10	SCALE	
68	10/10/10	SCALE	
69	10/10/10	SCALE	
70	10/10/10	SCALE	
71	10/10/10	SCALE	
72	10/10/10	SCALE	
73	10/10/10	SCALE	
74	10/10/10	SCALE	
75	10/10/10	SCALE	
76	10/10/10	SCALE	
77	10/10/10	SCALE	
78	10/10/10	SCALE	
79	10/10/10	SCALE	
80	10/10/10	SCALE	
81	10/10/10	SCALE	
82	10/10/10	SCALE	
83	10/10/10	SCALE	
84	10/10/10	SCALE	
85	10/10/10	SCALE	
86	10/10/10	SCALE	
87	10/10/10	SCALE	
88	10/10/10	SCALE	
89	10/10/10	SCALE	
90	10/10/10	SCALE	
91	10/10/10	SCALE	
92	10/10/10	SCALE	
93	10/10/10	SCALE	
94	10/10/10	SCALE	
95	10/10/10	SCALE	
96	10/10/10	SCALE	
97	10/10/10	SCALE	
98	10/10/10	SCALE	
99	10/10/10	SCALE	
100	10/10/10	SCALE	
101	10/10/10	SCALE	
102	10/10/10	SCALE	
103	10/10/10	SCALE	
104	10/10/10	SCALE	
105	10/10/10	SCALE	
106	10/10/10	SCALE	
107	10/10/10	SCALE	
108	10/10/10	SCALE	
109	10/10/10	SCALE	
110	10/10/10	SCALE	
111	10/10/10	SCALE	
112	10/10/10	SCALE	
113	10/10/10	SCALE	
114	10/10/10	SCALE	
115	10/10/10	SCALE	
116	10/10/10	SCALE	
117	10/10/10	SCALE	
118	10/10/10	SCALE	
119	10/10/10	SCALE	
120	10/10/10	SCALE	
121	10/10/10	SCALE	
122	10/10/10	SCALE	
123	10/10/10	SCALE	
124	10/10/10	SCALE	
125	10/10/10	SCALE	
126	10/10/10	SCALE	
127	10/10/10	SCALE	
128	10/10/10	SCALE	
129	10/10/10	SCALE	
130	10/10/10	SCALE	
131	10/10/10	SCALE	
132	10/10/10	SCALE	
133	10/10/10	SCALE	
134	10/10/10	SCALE	
135	10/10/10	SCALE	
136	10/10/10	SCALE	
137	10/10/10	SCALE	
138	10/10/10	SCALE	
139	10/10/10	SCALE	
140	10/10/10	SCALE	
141	10/10/10	SCALE	
142	10/10/10	SCALE	
143	10/10/10	SCALE	
144	10/10/10	SCALE	
145	10/10/10	SCALE	
146	10/10/10	SCALE	
147	10/10/10	SCALE	
148	10/10/10	SCALE	
149	10/10/10	SCALE	
150	10/10/10	SCALE	
151	10/10/10	SCALE	
152	10/10/10	SCALE	
153	10/10/10	SCALE	
154	10/10/10	SCALE	
155	10/10/10	SCALE	
156	10/10/10	SCALE	
157	10/10/10	SCALE	
158	10/10/10	SCALE	
159	10/10/10	SCALE	
160	10/10/10	SCALE	
161	10/10/10	SCALE	
162	10/10/10	SCALE	
163	10/10/10	SCALE	
164	10/10/10	SCALE	
165	10/10/10	SCALE	
166	10/10/10	SCALE	
167	10/10/10	SCALE	
168	10/10/10	SCALE	
169	10/10/10	SCALE	
170	10/10/10	SCALE	
171	10/10/10	SCALE	
172	10/10/10	SCALE	
173	10/10/10	SCALE	
174	10/10/10	SCALE	
175	10/10/10	SCALE	
176	10/10/10	SCALE	
177	10/10/10	SCALE	
178	10/10/10	SCALE	
179	10/10/10	SCALE	
180	10/10/10	SCALE	
181	10/10/10	SCALE	
182	10/10/10	SCALE	
183	10/10/10	SCALE	
184	10/10/10	SCALE	
185	10/10/10	SCALE	
186	10/10/10	SCALE	
187	10/10/10	SCALE	
188	10/10/10	SCALE	
189	10/10/10	SCALE	
190	10/10/10	SCALE	
191	10/10/10	SCALE	
192	10/10/10	SCALE	
193	10/10/10	SCALE	
194	10/10/10	SCALE	
195	10/10/10	SCALE	
196	10/10/10	SCALE	
197	10/10/10	SCALE	
198	10/10/10	SCALE	
199	10/10/10	SCALE	
200	10/10/10	SCALE	
201	10/10/10	SCALE	
202	10/10/10	SCALE	
203	10/10/10	SCALE	
204	10/10/10	SCALE	
205	10/10/10	SCALE	
206	10/10/10	SCALE	
207	10/10/10	SCALE	
208	10/10/10	SCALE	
209	10/10/10	SCALE	
210	10/10/10	SCALE	
211	10/10/10	SCALE	
212	10/10/10	SCALE	
213	10/10/10	SCALE	
214	10/10/10	SCALE	
215	10/10/10	SCALE	
216	10/10/10	SCALE	
217	10/10/10	SCALE	
218	10/10/10	SCALE	
219	10/10/10	SCALE	
220	10/10/10	SCALE	
221	10/10/10	SCALE	
222	10/10/10	SCALE	
223	10/10/10	SCALE	
224	10/10/10	SCALE	
225	10/10/10	SCALE	
226	10/10/10	SCALE	
227	10/10/10	SCALE	
228	10/10/10	SCALE	
229	10/10/10	SCALE	
230	10/10/10	SCALE	
231	10/10/10	SCALE	
232	10/10/10	SCALE	
233	10/10/10	SCALE	
234	10/10/10	SCALE	
235	10/10/10	SCALE	
236	10/10/10	SCALE	
237	10/10/10	SCALE	
238	10/10/10	SCALE	
239	10/10/10	SCALE	
240	10/10/10	SCALE	
241	10/10/10	SCALE	
242	10/10/10	SCALE	
243	10/10/10	SCALE	
244	10/10/10	SCALE	
245	10/10/10	SCALE	
246	10/10/10	SCALE	
247	10/10/10	SCALE	
248	10/10/10	SCALE	
249	10/10/10	SCALE	
250	10/10/10	SCALE	
251	10/10/10	SCALE	
252	10/10/10	SCALE	
253	10/10/10	SCALE	
254	10/10/10	SCALE	
255	10/10/10	SCALE	
256	10/10/10	SCALE	
257	10/10/10	SCALE	
258	10/10/10	SCALE	
259	10/10/10	SCALE	
260	10/10/10	SCALE	
261	10/10/10	SCALE	
262	10/10/10	SCALE	
263	10/10/10	SCALE	
264	10/10/10	SCALE	
265	10/10/10	SCALE	
266	10/10/10	SCALE	
267	10/10/10	SCALE	
268	10/10/10	SCALE	
269	10/10/10	SCALE	
270	10/10/10	SCALE	
271	10/10/10	SCALE	
272	10/10/10	SCALE	
273	10/10/10	SCALE	
274	10/10/10	SCALE	
275	10/10/10	SCALE	
276	10/10/10	SCALE	
277	10/10/10	SCALE	
278	10/10/10	SCALE	
279	10/10/10	SCALE	
280	10/10/10	SCALE	
281	10/10/10	SCALE	
282	10/10/10	SCALE	
283	10/10/10	SCALE	
284	10/10/10	SCALE	
285	10/10/10	SCALE	
286	10/10/10	SCALE	
287	10/10/10	SCALE	
288	10/10/10	SCALE	
289	10/10/10	SCALE	
290	10/10/10	SCALE	
291	10/10/10	SCALE	
292	10/10/10	SCALE	
293	10/10/10	SCALE	
294	10/10/10	SCALE	
295	10/10/10	SCALE	
296	10/10/10	SCALE	
297	10/10/10	SCALE	
298	10/10/10	SCALE	
299	10/10/10	SCALE	
300	10/10/10	SCALE	
301	10/10/10	SCALE	
302	10/10/10	SCALE	
303	10/10/10	SCALE	
304	10/10/10	SCALE	
305	10/10/10	SCALE	
306	10/10/10	SCALE	
307	10/10/10	SCALE	
308	10/10/10	SCALE	
309	10/10/10	SCALE	
310	10/10/10	SCALE	
311	10/10/10	SCALE	
312	10/10/10	SCALE	
313	10/10/10	SCALE	
314	10/10/10	SCALE	
315	10/10/10	SCALE	
316	10/10/10	SCALE	
317	10/10/10	SCALE	
318	10/10/10	SCALE	
319	10/10/10	SCALE	
320	10/10/10	SCALE	
321	10/10/10	SCALE	
322	10/10/10	SCALE	
323	10/10/10	SCALE	
324	10/10/10	SCALE	
325	10/10/10	SCALE	
326			



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3070	
From:			
Subject: Discussion and consideration to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)			
Background: Professional Services Agreement			
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):			
Claudia Galnares Veronica Ramirez Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Loss Control & Risk Management Contract-160, Loss Control & Risk Management Contract-225			
Responsibilities upon Approval:			

Loss Control & Risk Management Contract

Project Name: City of Weslaco Loss Control & Risk Management Services for the Workers Compensation Program

Project Start Date: February 20, 2020

Project End Date: February 20, 2021

Project Description: Workers Compensation Hazard Inspections & Risk Management Services

City of Weslaco will provide the following data to Montalvo Insurance Agency & *J.C.V.C.C.S.
(Subcontractor)

- Workers Compensation Loss Runs for the last 3 years.
- Contact information for various department heads/administrators to conduct noted monthly/quarterly hazard surveys/inspections.
- Safety manuals used by the City of Weslaco for its employees to review for compliance.

Project Scope includes:

- Initial Hazard Risk Assessment Evaluation
- Review Past On-Site Safety Inspections (to follow up on corrective action)
- Administrative Report
- On-Site Field Safety Training (Bilingual when necessary)
- Monthly/Quarterly Hazard Surveys/On-Site Assessments
- Administrative Report on findings of Hazard Surveys/On-Site Assessments
- Program Development
- Development Training on Safety Programs
- Train city department's supervisors on noted hazards. (Train the trainer program)

Project Costs:

- \$27,500 per year (Billing: 50% deposit due after execution of signed contract then balance is due in 6 months) Cost includes 160 projected annual hours of loss control and risk management services. Contract will continue after one year at said cost until a 30 day written notice is acquired by either party advising of cancellation.
- NOTE: Expenses, training materials and travel time/mileage costs are included in our proposed cost assessment.

Offer: Montalvo Insurance Agency

Offer Date: 02/20/2020 – 02/20/2021

Project Approval: _____

Approval Date: _____

* J.C. Villafranca Consulting Claims Service, LLC (Loss Control Subcontractor)

Loss Control & Risk Management Contract

Project Name: City of Weslaco Loss Control & Risk Management Services for the Workers Compensation Program

Project Start Date: February 20, 2020

Project End Date: February 20, 2021

Project Description: Workers Compensation Hazard Inspections & Risk Management Services

City of Weslaco will provide the following data to Montalvo Insurance Agency & *J.C.V.C.C.S.
(Subcontractor)

- Workers Compensation Loss Runs for the last 3 years.
- Contact information for various department heads/administrators to conduct noted monthly/quarterly hazard surveys/inspections.
- Safety manuals used by the City of Weslaco for its employees to review for compliance.

Project Scope includes:

- Initial Hazard Risk Assessment Evaluation
- Review Past On-Site Safety Inspections (to follow up on corrective action)
- Administrative Report
- On-Site Field Safety Training (Bilingual when necessary)
- Monthly/Quarterly Hazard Surveys/On-Site Assessments
- Administrative Report on findings of Hazard Surveys/On-Site Assessments
- Program Development
- Development Training on Safety Programs
- Train city department's supervisors on noted hazards. (Train the trainer program)

Project Costs:

- \$36,000 per year (Billing: 50% deposit due after execution of signed contract then balance is due in 6 months) Cost includes 225 projected annual hours of loss control and risk management services. Contract will continue after one year at said cost until a 30 day written notice is acquired by either party advising of cancellation.
- NOTE: Expenses, training materials and travel time/mileage costs are included in our proposed cost assessment.

Offer: Montalvo Insurance Agency

Offer Date: 02/20/2020 – 02/20/2021

Project Approval: _____

Approval Date: _____

* J.C. Villafranca Consulting Claims Service, LLC (Loss Control Subcontractor)

J.C. Villafranca Consulting/Claims Service, LLC.

3217 Banyan Drive
Harlingen, TX 78550

Phone: (956) 536-7642
Fax: (956) 440-1478

General/Auto Liability Claims
Workers' Compensation Claims
Special Investigations
Carrier Representation for Benefit Review Conferences

Loss Control Services
Bilingual Safety Training Services

E-Mail: jcvillafranca@hotmail.com

January 22, 2020

Montalvo Insurance Agency
208 South Texas Blvd.
P.O. Box 2
Weslaco, Texas 78559
Attn.: Ramon Montalvo, Insurance Agent

RE: Additional City of Weslaco Loss Control/Safety Recommendations

Dear Mr. Montalvo:

Please note the following outlined observations/recommendations made by Mr. Daniel Charles (Safety Director) in order to enhance the safety culture in the City of Weslaco.

- **Increase On-Site Spot Checks**

One of the "root causes" of workplace injuries, illnesses, and incidents is the failure to identify or recognize hazards that are present, or that could have been anticipated. A critical element of any effective safety and health program is a proactive, ongoing process to identify and assess such hazards.

The spot checks that have been performed show an increment in employee safety. Building a safety culture and creating a presence with employees is imperative. Employees will listen when they are trained/educated properly. Spot checks have been an important bridge in communicating to the employee their goals and policy. Spot checks are crucial because it reveals if employees are specifically are following safety guidelines. This also keeps employees on their toes because in time this creates a safety habit and safety becomes part of their everyday routine. This also gives us a chance to provide on-site training; which is always more engaging with the employees.

J.C. Villafranca Consulting/Claims Service, LLC.

3217 Banyan Drive
Harlingen, TX 78550

Phone: (956) 536-7642
Fax: (956) 440-1478

General/Auto Liability Claims
Workers' Compensation Claims
Special Investigations
Carrier Representation for Benefit Review Conferences

Loss Control Services
Bilingual Safety Training Services

E-Mail: jvillafranca@hotmail.com

- **Training**

This is crucial because training is your best tool to have, a trained employee is a safe employee. The lack of training exposes weaknesses of employees and gauges areas that need to be worked on. Training increases employee morale, increases productivity and most importantly it decreases accidents. Workplace safety training is as vital as workplace safety itself. It enables the management to ensure a safe and healthy work environment. It also helps the employees to recognize safety hazards and correct them. It enables them to understand best safety practices and expectations.

Training should be provided once a year to all field employees. This is done in order to meet OSHA's annual refresher guidelines. Some of the many benefits for training are

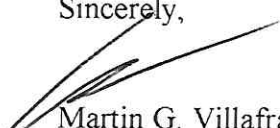
- Less productivity loss due to illness or injury
- Higher employee satisfaction
- Reduced worker compensation for medical leave due work-related injuries and illnesses
- Protection from liability lawsuits
- Future incident prevention.

- **Increase the Frequency of Site Inspections**

This creates a safe culture and also increases employee awareness of hazards. An inspection helps to identify and correct regulatory deficiencies, which in turn, can improve workplace safety and help reduce liability. On-site hazard inspections serve to increase employee awareness and understanding of environmental and safety regulations and the process also demonstrates commitment to compliance. Workplace inspections help prevent incidents, injuries and illnesses. Through a critical examination of the workplace, inspections help to identify and record hazards for corrective action. Administration can help plan, conduct, report and monitor inspections.

It is recommended that site inspections be performed every 6 months in order to closely gauge the changes that each department has made. This also helps provide an assessment of change per department and implement plan of action for departments that are not following protocol.

Sincerely,



Martin G. Villafranca
President



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3086	
From:			
Subject: Discussion and consideration on request from Inframark on proposed amendment letter for FY 2019-2020 budget to the Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
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	
City Manager Comments: Discuss in Executive Session and request City Attorney opinion relating to the amendment.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3087
From:		
Subject: Discussion and consideration to approve demolition of residential structure at South Cemetery RDF as recommended by Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: Pictures of the structure were presented at the Drainage Advisory Board Meeting on 1/30/20 and approved to demolish.		
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):		
Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Drainage Advisory Board recommends approval.		
Attachments, if any: Structure South of City Cemetery		
Responsibilities upon Approval:		

Structure South of City Cemetery

January 30, 2020

Dining Room



Dining Room



Kitchen



Dining Room/Kitchen



Bedroom



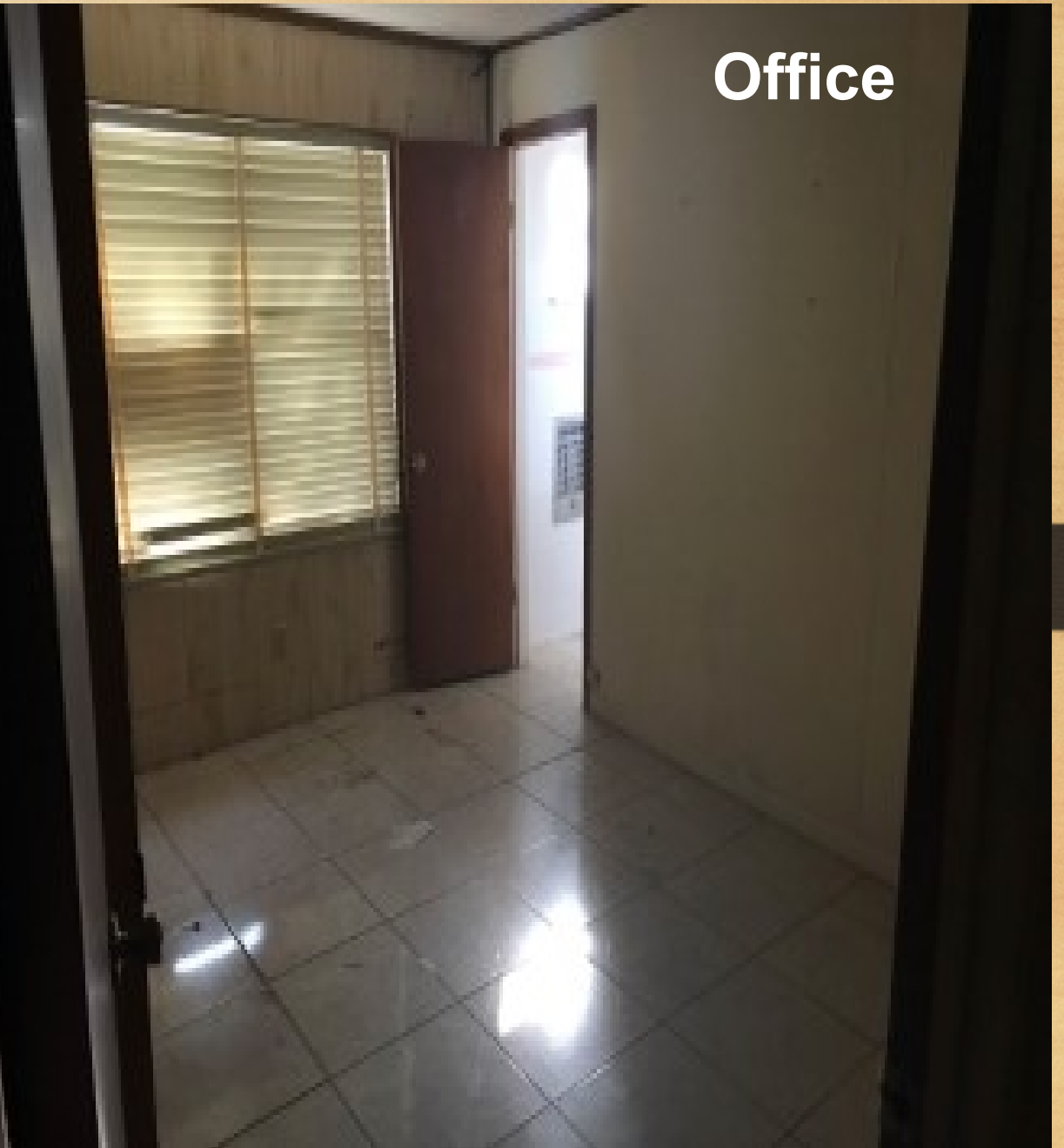
Restroom



Storage Room



Office



Restroom



Restroom



Bedroom



Bedroom



Restroom



Cracks on exterior walls



Cracks on exterior walls



Damaged Roof





Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3094	
From:			
Subject: Discussion and consideration to award a contract for Request for Bids No. 2019-20-10 for Aviation Fuel and Service for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: The current Fuel Delivery and Service contract for Aviation Fuel expires in May 2020. Staff was authorized to solicit Requests for Bids. Staff advertised for 30 consecutive days and published the RFB in the Advance newspaper and on the city website. City staff received three (3) bids: AvFuel (current supplier), Arrow and Titan. Staff collected the information and created the attached matrix. Based on bid pricing and costs for the leasing of a refueler, staff recommends awarding the contract to AvFuel. Based on the proposal, the airport will have a cost savings of \$15,000 for the first year on the vehicle lease with a \$4,800 annual savings every year thereafter as well as no cost to upgrade the fuel pedestal at the fuel farm (a value of \$20,000).			
Funding Source (budget code, if applicable): 550-5520-544018			
Amount: \$0.00	Term of Impact: 3 years	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): The Advisory Board recommends going with the most advantageous vendor.			
Myra Ayala Andrew Muñoz Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve lowest bid.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: AVFUEL 2019-20-10, AAROW 2019-20-10, TITAN 2019-20-10, Arrow Bid Amendment, AvFuel Bid Amendment			

Responsibilities upon Approval:
--

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

REQUEST FOR BIDS

RFB NO.: 2019-20-10 AVIATION FUEL & SERVICE

The City of Weslaco is requesting bids from aviation fuel providers for Aviation Fuel & Service.

Sealed bids will be received until **3:00 p.m. Central Time**, on **Thursday, February 6, 2020**, to the attention of City of Weslaco - Homer Rhodes, Purchasing Agent, 255 South Kansas Avenue, Weslaco, Texas. At which time, all responses will be gathered and taken to the City's Purchasing Conference Room, to be publicly opened and read aloud. Any responses received after the closing time will not be accepted and will be returned to the submitter unopened. The receiving time at the City Hall Front Desk will be the governing time for acceptability of the bid and must be marked as follows:

RFB NO.: 2019-20-10 AVIATION FUEL & SERVICE

Potential respondents are advised that the RFB documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on responding to this RFB you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company.

A non-mandatory pre-bid conference will be conducted by the city on Monday, January 27, 2020 at 11:00 a.m. The conference shall be conducted at the City of Weslaco City Hall – Purchasing Conference Room located at, 255 S. Kansas Avenue, Weslaco, Texas 78596

Interested respondents should limit their contact to the City of Weslaco by communicating only with Homer Rhodes regarding this RFB. Contact with persons other than Mr. Homer Rhodes regarding RFB may be grounds for elimination from the selection process.

The City of Weslaco reserves the right to accept or reject any or all responses, to waive any informalities, and to accept the bid to be the best value and most advantageous to the City and to hold responses for a period of forty-five (45) days without taking action, for the purpose of reviewing the bid and investigation of respondent's qualifications prior to award.

City of Weslaco

Homer Rhodes,
Purchasing Office

hrhodes@weslacotx.gov



City of Weslaco

INVITATION TO BID, BID SPECIFICATIONS AND BID FORMS FOR

ANNUAL SUPPLY AVIATION FUEL/SERVICE

RFB # 2019-20-10

Pre-Bid Conference: January 27, 2020 @11:00 AM
CLOSING DATE: February 6, 2020
CLOSING TIME: 3:00 PM

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

REQUEST FOR BIDS

Qualified professional individuals/firms interested in responding to this Request for Bids (RFB) should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the consultant.

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Bids noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Mr. Homer Rhodes, Purchasing Agent
City of Weslaco – Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 447-2240
e-mail: hrhodes@weslacotx.gov

Name of Firm: AvFuel Corporation

Address: 1941 Navajo Circle

City, State Zip: Abilene Tx 79602

Telephone Number: 800-351-1393 Fax Number: 734-663-1681

e-mail: m.matthews@avfuel.com

☒ YES, Our company does have an interest in responding.

☐ NO, Our company does not have an interest in responding.

Name: (Print) Matt E Matthews Title: District Manager

Signature: Matt E Matthews Date: 1/28/2020

PLEASE NOTE:

Please take a moment to register your Company with the City of Weslaco, Texas.

NOTICE TO RESPONDENTS
PLEASE RETURN THIS FORM UPON RECEIPT

City of Weslaco Purchasing Office

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Bid Opening
Request for Bids for Annual Supply Aviation Fuel/Service	RFB 2019-20-10	February 9, 2020

Sealed qualifications will be received by the City of Weslaco, at the Office of **Homer Rhodes, Purchasing Agent**, located at **City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596**, (956) 447-2240, e-mail: hrhodes@weslacotx.gov.

Copies of the qualification(s) documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing Department.

Interested Bidders/Proposer(s) are invited to attend the Bid/Proposal opening at the Purchasing Office on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.weslacotx.gov/Bids.htm>

Procurement Schedule

January 15, 2020: Release Request for Bids (RFB)
January 15, 2020: First Advertisement of RFB
January 22, 2020: Second Advertisement of RFB
January 27, 2020: Pre-bid Conference at Purchasing Conference Room
January 28, 2020: Requests for Clarifications Due 5:00 PM
February 6, 2020: Bids Due at 3:00 PM

Homer Rhodes, Purchasing Agent

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

INVITATION TO BID

The City of Weslaco is accepting sealed bids for the following service:

ANNUAL SUPPLY AVIATION FUEL/SERVICE

Specifications may be obtained at:

Homer Rhodes, Purchasing Manager
255 S. Kansas Ave
Weslaco, TX 78596

Bidder shall use unit pricing.

Method of payment shall be from City of Weslaco / Mid Valley Airport current operating fund.

No bidders bond required.

Bids shall be received by Homer Rhodes, Purchasing Manager, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m., February 6, 2020**, at which time to open such bids.

The outside of the envelope shall be plainly marked:

RFB # 2019-20-10
"BID FOR ANNUAL SUPPLY AVIATION FUEL/SERVICE"

The City of Weslaco shall have the right to reject any and all bids, or to waive any informality in bid or bids as may be deemed in the best interest of the City of Weslaco.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

SPECIFICATIONS

**Annual Supply Aviation Fuel / Service
Weslaco Mid Valley Airport**

AVIATION FUEL: The successful bidder agrees to offer the following fuels for sale at the airport: **Avgas** and **Jet A**. The airport estimates, but does not guarantee, that fuel sales will be approximately 35,000 gallons of Avgas and 50,000 gallons of JetA. The Weslaco Mid Valley Airport is currently under contract with AvFuel which expires May 00, 2020. Vendor must meet and be familiar with AvFuel specifications. Successful bidder must deliver fuel within one day after receiving an order in the following increments: JetA - 8,000 gallons and Avgas - 8,000 gallons. The successful bidder will sell fuel to the Airport using the following formula: rack price = freight (delivery cost) + _____ cents per gallon. Bidder must address fuel cost guarantees, payment discounts, and commuter or military discounts, if any. **Please see pages 4 & 5 of proposal. Avfuel can deliver jet fuel within 24-hours of receiving an order and can deliver avgas within 48-hours of receiving an order.**

FUEL TRUCKS: The bidders will outline any programs offered to supply one delivery truck for JetA – one (1) with a 3000-gallon capacity **(to include a maintenance program)** **Please see page 6 of proposal.**

INCENTIVE PROGRAMS: The successful bidder will outline any programs that will provide participation with advertising, signs, or any other applicable programs. **Please see page 9 of proposal for AVTRIP loyalty rewards and page 7 for co-op advertising. AVTRIP is an optional program.**

INSTALLATION OF AUTOMATED POINT OF SALE (POS) EQUIPMENT: The successful bidder will install automated point for sale (POS) equipment in the airport fixed base operation building within 30 days after the award of the contract. The equipment will enable electronic credit card transactions. The successful bidder will outline credit card provisions to include dealer costs and transaction fees, accepted credit cards and fees, service and sales forms provided, procedures and dealer cost for forms and equipment. **Avfuel agrees. Please see page 15 of proposal for the Avfuel Hub and page 7 of the proposal for credit card rates.**

BUYBACK PROGRAMS: The successful bidder will outline any buyback programs that will be available to the airport. **Please see page 8 of proposal for Avfuel Contract Fuel. This program is optional.**

INSURANCE: The successful bidder must outline insurance requirements, and any financial assistance for Excess Third Party Bodily Injury and Property Damage Liability Insurance, including Products Liability coverage. **Please see page 17 of proposal. Avfuel can meet the requirements specified by this RFB.**

QUALITY CONTROL: The successful bidder must outline their quality control program to include such items as on-site quality control inspections, reports, and on-site technical assistance when requested. **Please see page 14 of proposal. Avfuel does not do on-site inspections or training. All training is limited to the Part 139 Seminar and the ATS training system.** All proposal items listed above will be considered, and the successful bidder will be selected on basis of evaluation of the total bid package.

Bidders may attach proposed contractual documents to the Bid Proposal for any or all the above requirements. The successful bidder will prepare and furnish a draft agreement within five days following official notification of successful bid. **Please see Sample AFSA.**

OPTION TO EXTEND TERM: This bid proposal is for a period of three (3) years from the date of acceptance, but may be renewed for two (1) one year periods at the option of the Weslaco City Commission.

CITY OF WESLACO

BID FORM

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10
ANNUAL SUPPLY AVIATION FUEL/SERVICE

Description	Quantity	Unit Price	Total Bid
Jet A Fuel* P. 4 of Proposal	80,000	Per gallon	\$1.71176 per gallon for week of 2/4/20 - 2/10/20
AvGas Fuel* P. 4 of Proposal	40,000	Per gallon	\$2.72944 per gallon for week of 2/4/20 - 2/10/20
Fuel Trucks (with Maintenance program) P. 6 of Proposal	1	\$0/month for first 12 months \$850/month thereafter	\$20,400 for first 3 years
POS Equipment P. 7 & 15 of Proposal	1	\$20/month optional printer	\$720 for first 3 years
Incentive Program P. 7 & 9 of Proposal	1 - AVTRIP Loyalty Rewards 2 - Co-op	1 - AVTRIP: Penny per point, minimum of 2 points per gallon (optional program) 2 - No cost to participate in co-op	1 - AVTRIP: Variable & Optional 2 - Co-op: FREE
Buyback Program P. 6 of Proposal	1 - Avfuel Contract Fuel (optional)	No cost to participate; you set into-wing rates	No cost to participate; you set into-wing rates
Insurance P. 17 of Proposal	\$50 million USD excess products liability coverage for fueling operations, provided underlying requirements are met.	Requirements: Certificate of Insurance evidencing \$1 million USD CSL airport premises and products liability with Avfuel as additional insured.	Requirements: Certificate of Insurance evidencing \$1 million USD CSL airport premises and products liability with Avfuel as additional insured.
Quality Control P. 14 of Proposal	Seminars; Access to 24/7/365 quality assurance experts; online training system	Seminars - FREE Online line service training - free setup, \$300/year renewal Online supervisory and line service training - free setup, \$500/year renewal	Online line service training - \$600 for 3 years OR Online supervisory and line service training - \$1,000 for 3 years
FBO Management Software P. 15 of Proposal	1 - Avfuel Hub	Free	Free

Bid Submitted By: Matt Matthews, District Manager
Company Name: Avfuel Corporation
Address: 47 W Ellsworth Rd., Ann Arbor, MI 48108
Telephone No.: 734-663-6466
Signature of Authorized Agent: 
Title: District Manager
Date: February 4, 2020

***FUEL DELIVERY REQUIRED WITHIN 24 HOURS AFTER RECEIVING ORDER.**

CAN YOU ACCOMMODATE? ☐ YES ☒ NO

Avfuel can deliver jet fuel within 24 hours after receiving an order and can deliver Avgas within 48 hours of receiving an order.

Avfuel's comprehensive proposal is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties. Bid prices are firm during this time, except for fuel prices, which fluctuate on a weekly basis (formula will remain constant).

*Avfuel will notify the Customer each week via email of current pricing. Avfuel will provide the Customer with the figures used for determining price changes on Avfuel letterhead. If any additional surcharges are imposed upon Avfuel, Avfuel reserves the right to assess surcharges to the customer. In the event that there is a change in Avfuel's costs for supplying the above fuel products, Avfuel reserves the right to amend any component of the aforementioned formula. In such a case, Avfuel will notify the customer in writing of the changes, which will take effect as of the date in the notification. A change in Avfuel's cost may be due to, but not limited to, changes in freight rates, fuel, or other surcharges, or changes in Avfuel's formula from current refineries, or changes in the terminals used to supply the customer.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

CITY OF WESLACO, TEXAS

GENERAL TERMS AND CONDITIONS

Purchase Contract

The successful bidder may be asked to enter into a contract with the City of Weslaco. The contract will include the specifications herein listed and any other pertinent information.

Annual Supply Contracts

All quantities specified in annual supply contracts are merely estimates of annual usage and not actual order amounts. The actual quantities ordered may be more than or less than the quantities specified.

Discounts

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Weslaco.

Withdrawal of Bids

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

Firm Time of Bids

The Bidder shall state the length of time for which bid prices are firm. The City of Weslaco requests a minimum of sixty (60) days.

Price Escalation Clause

Bids which include a price escalation clause are permissible and will be considered. However, should such a bid be accepted, the resulting purchase contract will require that both increase and decrease in price be passed through to the City. The amount and the date of the price change must be the same for both the City and the vendor. At any time during, or within six months after the term of the purchase contract, the City reserves the right to review copies of any and all price change notices from the vendor's supplier which affected, or should have affected, the price paid by the City.

The price quotes submitted on the accompanying bid sheet shall be based on the lowest price quotable within seventy-two (72) hours prior to the bid opening. A copy of the distributor's posted terminal price (on the distributor's letterhead or other documentation properly identified as originated by the refiner within the specified time frame) shall be furnished with the bid or disqualification of the bid will result. Illegible or altered entries of the effective date or the refiner's posted terminal price(s) verification are not acceptable and will not be considered for award. The unit price on a bid and all documentation must show the price per gallon.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

Lead Time

Lead Time must be specified on the Bid Sheet as the number of calendar days from receipt of release. Bids submitted on the basis of "as required" may be rejected as being non-responsive.

Payment

Full payment will be made within 30 days after receipt of correct invoice by the City of Weslaco.

Sales Tax

These items will be exempt from payment of State and Local Sales Tax. The City of Weslaco will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

Transportation

All bids must include the cost of transportation FOB - delivery sites as stated herein.

Late Bids

Bids received after the specified opening time and date will be returned to the Bidder unopened.

Funding Source

These purchases will be funded by the City of Weslaco.

Bid Document

One complete Bid Document which contains the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety.

Cancellation of Contract

Failure to comply with any and/or all provisions of this contract and any other pertinent requirements of the City of Weslaco will constitute grounds for cancellation.

Bid Evaluation Factors

A. Most Advantageous Bid. If awarded, the City of Weslaco will award purchase orders and contracts to the lowest and/or best responsible bidder which represent the most advantageous bid to the City. In determining the most advantageous bid or proposals, price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, and other factors contributing to the overall cost of an item. Consideration may be given, but not necessarily limited to conformity to the specifications, product warranty, bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the City including timely delivery.

B. Partial Awards. Where an invitation to bid includes groups of items bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

may award the contract for any item or group of items, including transportation as stated on the bid invitation. The City of Weslaco reserves the right to award a contract based on the "low total bid" for all items.

C. Reservations. The City expressly reserves the right to:

1. Waive as an informality, minor deviations from specifications that do not impair overall function;
2. Waive any defect, irregularity or informality in any bid or bidding procedure;
3. Reject or cancel any or all bids;
4. Reissue a bid invitation;
5. Extend the bid opening time and date;
6. Procure any item by other means;
7. Increase or decrease the quantity specified in the bid invitation; unless the bidder specifies otherwise;
8. Consider and accept an alternate bid as provided herein when most advantageous to the City;
9. The City of Weslaco will not consider unsolicited alternate bids unless provided for herein;
10. Award to more than one vendor.

Indemnification

The successful bidder shall defend, indemnify and hold harmless the City of Weslaco and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary by the City of Weslaco may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Weslaco and its officers, agents and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City of Weslaco, its officers, agents or employees.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

The 79th Texas State Legislature enacted H.B. 914, creating Chapter 176 of the Local Government Code. This act, Disclosure of Certain Relationships with Local Government Officers, takes effect January 1, 2006. As required by the act, the Texas Ethics Commission has created a draft disclosure questionnaire to be completed by vendors. This disclosure requirement applies to a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity.

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
 - A. Beginning contract discussions or negotiations with Victoria County; or
 - B. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with Victoria County.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

--

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

Not Applicable -- Avfuel Does Not Have a Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the previously filed questionnaire was incomplete or incorrect.)		
3 Name of local government officer from whom the information is being disclosed. _____ of Officer		
4 Describe each employment or other business relationship with a local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

REQUIREMENT FOR CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. **A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.** An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-584169

Date Filed:
02/04/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Avfuel Corporation
Abilene, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Weslaco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB # 2019-20-10
Annual Supply Aviation Fuel/Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Avfuel Corporation	Abilene, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew E Matthews, and my date of birth is 10/16/57

My address is 1941 Niagara Circle, Abilene, Tx, 79602, Taylor
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Taylor County, State of Texas, on the 4th day of Feb, 2020.
(month) (year)

NICOLE SCHILDE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires 07/15/2020
Acting in the County of Washtenaw

Matthew E Matthews
Signature of authorized agent of contracting business entity
(Declarant)

Nicole Schilde
2/4/2020

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Addendum No.: 1

January 24, 2020

Notice is hereby given to all prospective respondents for "RFP NO.: 2019-20-10
Aviation Fuel & Service

1. In the "specifications" section, the approximate fuel sales are 35,000 for Avgas and 50,000 for JetA. I am assuming these are annual? **Yes**
2. However, on the "Bid Form" the quantities are listed as 500,000 for JetA and 80,000 for Avgas. Can you clarify the annual volume for each product?

80,000 for Jet A
40,000 for AvGas

3. Revised Bid Form **(next page)** and also posted as **Exhibit A**

Homer Rhodes,

hrhodes@weslacotx.gov

Purchasing Agent

Acknowledged by Firm:

date:

2/4/2020

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Addendum No.: 2

January 29, 2020

Notice is hereby given to all prospective respondents for "RFP NO.: 2019-20-10
Aviation Fuel & Service

1. Pre-Bid Meeting Sing in sheet (next page) also posted as Exhibit B
2. Incentive / POS The City is interested in all incentives-based programs (FBO and Pilot). Also, provide details of the proposed POS system (outside and inside equipment/software).
3. Do you take straight jet? (no FSII additive) No Additive(s)
4. Conflict of interest form states the contact is with Victoria County. I just want to confirm it is the City of Weslaco that a contract will be negotiated. Should state Hidalgo County
5. Do bidders need to complete the form 1295 to bid or only if winner of bid? Yes
6. Would the Airport be open to a 5,000 gallon Jet-A refueler versus a 3,000 gallon unit? Depends on Pricing, a 3,000 gallon will need to be priced.
7. Do you currently own or lease your refuelers? Lease And who provides the maintenance currently? Airport does basic maintenance (belts, tires, battery, oil). Vendor is responsible for all major repairs and annual maintenance requirements. Vendor provides all testing materials for fuel and filter replacement(s).
8. Do you currently order Jet A with or without additive? Without
9. Does Airport wish for signage or to be branded? Yes
10. Current Avfuel contract expires in beginning of May 2020
11. Insurance requirements:

Worker's Compensation	Statutory Limit
Comprehensive General / Liability	\$1,000,000.00
Bodily Injury & Property	\$1,000,000.00
Comprehensive Auto	\$1,000,000.00

Homer Rhodes,

hrhodes@weslacotx.gov

Purchasing Agent

Acknowledged by Firm:

date: 2/4/2020



CITY OF WESLACO
SIGN IN FORM

RFQ No.: 2019-20-10 Aviation Fuel & Service

Pre-Bid Meeting
1/27/2020 @ 11:00 AM

[illegible]

Mr. J. W. 2020



Avfuel Branding Proposal

City of Weslaco
Weslaco, TX
February 4, 2020

Prepared by: Matt Matthews, District Manager, mmatthews@avfuel.com

Submitted by: Avfuel Corporation | 47 West Ellsworth Rd.
Ann Arbor, MI 48108 | 734-663-6466

Important: This comprehensive proposal is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

February 4, 2020

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

Dear Homer:

Thank you for allowing Avfuel Corporation to provide you with a branding proposal for AVIATION FUEL & SERVICE RFB NO 2019-20-10. The following branding proposal outlines Avfuel's ability to supply aviation fuels and services—including marketing and branding support—at your fuel sales and service operation at Mid Valley Airport. Backed by proven solutions and high-touch, dedicated employees, I am confident our partnership can help you grow your business and increase your market share in a competitive landscape.

Avfuel's robust supply network, proprietary training and operational systems make it the industry's most reliable and capable fuel provider. **Working as a team, our goal is to achieve the following objectives for your operation:**

- Uninterrupted fuel supply
- Increased fuel sales
- Greater connectivity and visibility with targeted customers and prospects
- Streamlined operations to optimize efficiency
- Improved loyalty among existing customers
- Effective short-term and long-term growth strategies

Avfuel exclusively focuses on aviation. With that dedication across 45+ years, we've become much more than a fuel supplier; we're an all-round aviation facilitator, delivering "fuel ... and so much more." Our diverse business lines and competitive programs propelled us to the forefront of the aviation industry and gained us a loyal following among pilots and flight departments. And we look forward to putting these same programs—along with our reputation and aviation commitment—to work for you.

I look forward to further discussing how your operation would benefit from joining the Avfuel Network; in the meantime, please do not hesitate to contact me with any questions.

Best regards,

AVFUEL CORPORATION



Matt Matthews
District Manager

Meet Avfuel: Your everything fuel supplier

As a global supplier of aviation fuel and services, our operational expertise in every sector of the aviation value chain supports a diverse market of customers around the world: FBOs, flight departments, military aircraft, commercial airlines and everyone in-between. Our industry involvement facilitates our goal of driving traffic to the Avfuel Network, connecting you with more customers, more markets and more opportunities.



Differentiators

- Aviation-only focus
- Robust contract fuel program proven to attract customers and enhance fuel sales
- Consistent, stable growth across 45 years
- A full sales and marketing team dedicated to you
- Avfuel-provided training resources
- Portfolio of in-house solutions proven to grow your business
- Industry's most popular loyalty program
- Industry's only referral & rewards program for FBO staff



At-A-Glance

- Founded in 1973
- 100% dedicated to aviation
- 23% FBO market share in the U.S.
- Touch 1 in every 3 U.S. business flights
- 650+ Avfuel-branded locations
- 3,000 fueling locations around the world

Supply & Pricing

*Relationships with 90+ refiners & 300+ supply terminals
means higher reliability and more value.*

Prices effective 2/4/2020 through 2/10/2020

Location	Product	Price Date	Price Per Gallon Delivered
Valero Refining Corpus Christi, TX	Jet A	Week of 2/4/2020	\$1.71176 per gallon
Delek Refining Tyler, TX	Avgas	Week of 2/4/2020	\$2.72944 per gallon



Jet A pricing is a weekly delivered price for fuel supplied from the primary supply terminal. In the event fuel is delivered from a secondary supply terminal, additional charges may apply. Jet A pricing is based on our weekly cost at the Valero Refining Terminal in Corpus Christi. Effective 2/4/2020, this cost was \$1.59176 per gallon plus a differential /mark up of \$0.12 per gallon, making the delivered Jet A price \$1.71176 per gallon. This pricing includes a full load freight expense of \$0.098 per gallon and does not include any taxes. Included is Valero Refining Corpus Terminal letterhead with the cost of Jet A for this week.



Avgas (100LL) Avgas 100LL pricing is a weekly delivered price for fuel supplied from the primary supply terminal. In the event fuel is delivered from a secondary supply terminal, additional charges may apply. Avgas 100LL pricing is based on Delek Refining's Posted Avgas 100LL price effective 2/4/2020 of \$2.40444 per gallon plus a differential of \$0.325 per gallon, making the delivered price \$2.72944 per gallon. This differential includes a full load freight expense of \$0.285 per gallon and does not include any taxes. Included is Delek Refining letterhead with the cost of Avgas for this week.

*Avfuel will notify the Customer each week via email of current pricing. Avfuel will provide the Customer with the figures used for determining price changes on Avfuel letterhead. If any additional surcharges are imposed upon Avfuel, Avfuel reserves the right to assess surcharges to the customer. In the event that there is a change in Avfuel's costs for supplying the above fuel products, Avfuel reserves the right to amend any component of the aforementioned formula. In such a case, Avfuel will notify the customer in writing of the changes, which will take effect as of the date in the notification. A change in Avfuel's cost may be due to, but not limited to, changes in freight rates, fuel, or other surcharges, or changes in Avfuel's formula from current refineries, or changes in the terminals used to supply the customer.

Supply & Pricing

*Relationships with 90+ refiners & 300+ supply terminals
means higher reliability and more value.*



Supply and logistics are essential to your operation. Avfuel's expertise ensures that nothing comes between you and your fuel. We are the definitive experts at transporting product from thousands of supply points via pipeline, barge, rail and truck. Avfuel is proactive, making sure the fuel you need is available when and where you need it, even during market fluctuations and emergencies.

- Core-competent in the movement, scheduling and safe handling of aviation fuel
- Global agreements with 90+ refiners and 300+ supply terminals for uninterrupted supply
- Large network of 100+ over-the-road transport carriers
- 24/7/365 availability
- Connection to an in-house logistics team, not a machine



Fuel ordering: Avfuel dispatch is available 24/7/365. All calls are promptly received and handled by Avfuel's dispatch professionals.

- Avfuel dispatchers are logistics experts with years of experience handling all types of fuel deliveries under special circumstances
- Avfuel can deliver fuel within one day after receiving an order for Jet fuel and within 48-hours after receiving an order for Avgas.
- Special events and emergency orders handled by experts on an individual basis

Refueling Equipment & Rates

A full, dedicated shop team keeps refueler trucks on your ramp.

Avfuel would like to keep in place the same unit that is currently at your airport for this contract. Avfuel will continue to provide full maintenance as specified in the RFB, except for the normal wear and tear items you have listed.

Lease rates exclude any applicable taxes.

Year	Make	Type	Capacity	Lease rate
2004	International	Jet A	3000 gallon	\$0/month for first 12 months, then \$850/month



Avfuel will provide decals to rebrand current refueling equipment.

Refueling equipment is a critical component of your FBO's daily business. Our refuelers feature advanced, but proven, technologies designed to get the job done. The design allows for optimum operational efficiency and is backed by a professional team of specialists who realize you can't afford to have a fuel truck down.

- State-of-the-art, 33,000 square foot dedicated facility
- Largest refueler fleet in the U.S.—more than 700 vehicles
- Extensive, personalized support
- Maintenance guidelines
- Large inventory of parts and supplies
- Advanced meter systems available

Credit Card Rates & Processing

Benefit from zero percent processing with the Avfuel Pro Card.

Card Type	Rate	Card Type	Rate
Avfuel Pro Card	0.0% Contract Fuel 2.1% Retail- & Non-Fuel	Discover	2.8%
Avfuel Contract Fuel	0.0% Fuel 2.1% Non-Fuel items	American Express	3.2%
Avfuel Retail Card	0.0% Avgas 2.1% Jet & Non-Fuel	MultiService	3.2%
Cessna Contract Fuel	0.0% Fuel 2.1% Non-Fuel	Avcard	2.5%
MasterCard & Visa	2.14% Qualified	Government AIRCard	0.0% Contracted 4.55% Non-Contracted \$0/month software
MasterCard & Visa	3.24% Non-Qualified	The Avfuel Hub	\$20/month optional printer

All transaction data is accessible via the Avfuel Hub (see page 15) | All payments are electronically processed | Credit card funds are remitted to FBO twice per week | Compatible with current versions of Total Aviation Software, Total FBO, X-1 FBO, essintaWINGS, AVMAN, QT and FuelMaster

Branding Package

Leverage the power of a global brand, recognized by thousands of operators worldwide.



Outdoor Signage

Avfuel will provide new faces and bulbs for existing Avfuel sign.



Bonus Branding

Upon request, Avfuel can also provide your facility with the following Avfuel-branded items:

- Windsocks
- Welcome mats
- Uniform patches
- Hats
- Point-of-purchase displays & interior signage



Refueler Truck Branding

Avfuel will provide decals to rebrand current refueling equipment.



Co-op Advertising

Avfuel sets aside funds from your retail purchases that can be used for additional marketing of your FBO.

- Can be used for virtually any advertising medium (web, print, direct-mail, uniforms, etc.)
- \$0.005 on all general aviation gallons sold (excludes military, airline and contract fuel gallons sold)

Avfuel Contract Fuel

Our sales team works as an extension of your FBO, reaching out to 5,500 customers.

Targeted Sales Strategy for Effective Growth

Avfuel Contract Fuel Sales collaborates with you to develop a targeted list of prospects to communicate with on your behalf; established relationships with thousands of flight departments instantly injects you into this rich market.



Beneficial for Business



5,500+ Customers



20,000+ Turbine Aircraft



3,000+ Locations Worldwide

0%

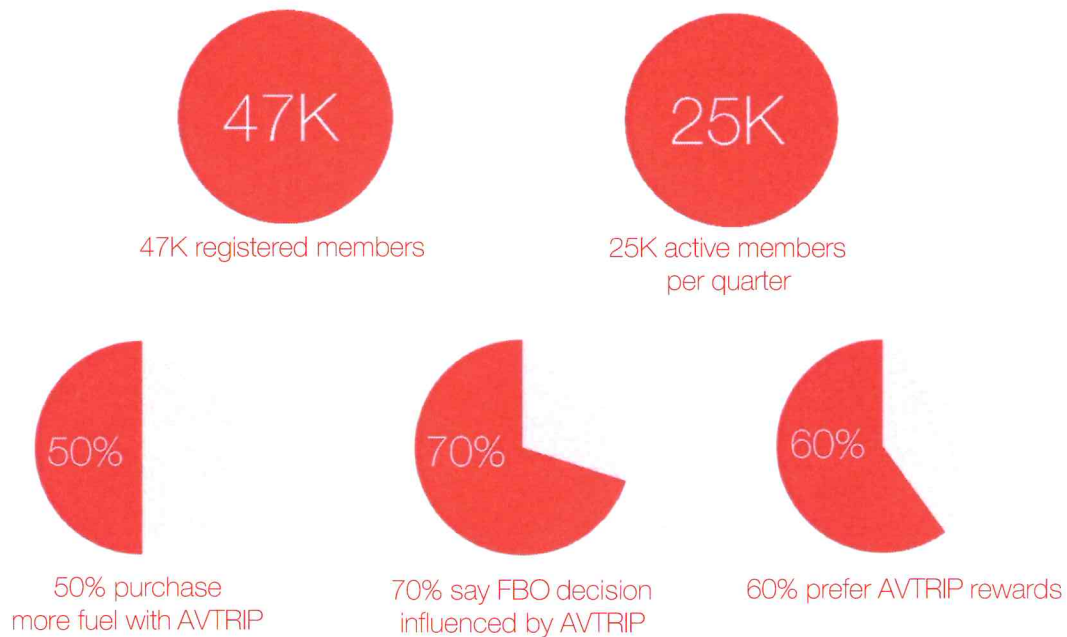
ZERO processing fees for fuel on
Avfuel Contract Fuel transactions

- Transacted with the Avfuel Pro Card; can be used for contract fuel, retail fuel and non-fuel flight expenses. Cardholders enjoy zero fees
- Improve margins with custom into-plane rates
- Approved direct-bill format for fractional operators—NetJets, Flight Options, Flexjet
- All third-party (reseller) transactions are processed through your POS to streamline billing and reduce receivables
- Leverage market data (TRAQPak/AMSTAT, FAA, etc.), flight patterns and buying history for a targeted approach to prospecting
- No need to split transactions. Fuel and non-fuel items can be on the same invoice

AVTRIP Rewards

Benefit from the only proven sales-enhancement tool offered by any fuel supplier.

Established in 1988 to reward flight crew members for their loyalty and fuel purchases, AVTRIP remains the most popular incentive program in the industry. Members enjoy higher earning potential with tiered membership—silver, gold or platinum—which further incentivizes pilots to visit Avfuel FBOs that offer AVTRIP and uplift more fuel.



	Silver	Gold	Platinum
Requirements			
Gallons	0-7,499	7,500-29,999	30,000+
Unique FBO Visits <i>Requires fuel purchase to qualify</i>	0-9	10-24	25+
Benefits			
Bonus point events	▪	▪	▪
Accelerator rate	8%	10%	12%
2 points/gallon	▪	▪	▪
Extra points/gallon		.5	1
Exclusive bonus days		▪	▪
Special gifts			▪
VIP access to events			▪

Low Cost:

- \$0.01 per point. Minimum of two points per gallon
- Avfuel pays for extra gold and platinum points
- Softens need for discounts

AVTRIP is the preferred program for:

- Member experience
- Ease of use at the counter
- Overall communication
- Ease of online account management
- Ease of award redemption
- Number of locations

Avfuel Network

65% of new business comes from referrals. We capitalize on that.

Avfuel Network Referrals

This web-based system (pictured below) is designed to increase referrals within the Avfuel Network of 650+ branded FBOs for enhanced connectivity—the ultimate way to take advantage of a network of our size and scope. FBOs simply ask pilots where they're headed next and suggest an Avfuel-branded FBO near them using the portal. The program thrives on a system of reciprocity—just as you refer pilots to other FBOs, other FBOs refer pilots to you. Your FBO is notified every time you are referred, giving you a strategic advantage to earn business and increase visibility.



Make a Referral

FRONT DESK FLL Rewards # Multiple

Aircraft / Pilot Information

N1234

AIRCRAFT TYPE

AVFUEL CARD #

EMAIL ADDRESS

CONTACT NAME

AVTRIP #

Arrival and Departure

FBO TRAVELING TO

[FBO Search](#)

Search by FBO, City, ICAO or IATA

ETD DATE

ETA TIME

ETA DATE

ETD TIME

SPECIAL NOTES

CLEAR

SUBMIT

Avfuel Network Rewards

As Avfuel's way of thanking FBO employees, Network Members earn Avfuel Network Rewards for engaging with the network. This includes earning points that translate to cash awards for every referral members make through Avfuel Network Referrals. With Network Points, FBO staff members earn 200 Network Points/referral, and every 5,000 Points equates to \$25 in awards. Because more engagement makes for a more robust program and stronger network.



Avfuel Marketing Overview

The power of personalized strategy.

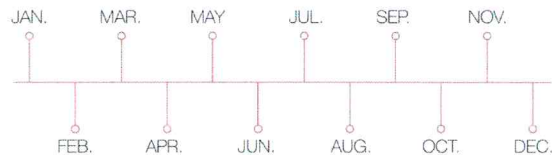


As a member of our network, our marketing team works for you, providing creative strategies customized to meet your specific needs.

Avfuel marketing combines proven communication platforms with innovative technologies to help you attract business, earn customer loyalty and increase sales. Additionally, Avfuel provides a number of training and support solutions to facilitate the implementation of our marketing efforts and support our commitment to your FBO.

The Avfuel Marketing System taps into the power of the entire Avfuel Network, giving your individual FBO the reach of a widely-recognized global brand and putting you squarely in front of Avfuel's wide variety of aviation customers.

Your customized marketing campaign often begins with an initial discovery phase, after which our team develops a personalized marketing plan specific to your location. This plan may include items such as standard Avfuel communication platforms (e.g., email and web advertising for specialized customer retention campaigns), and sales and prospecting strategies. For a comprehensive list of integrated solutions, see the next page.



Avfuel Marketing Capabilities

See Appendix A for marketing samples

Slash your marketing budget—our team delivers on your needs for free.



Brand/Image

- Launch or rebrand
- Strategies to build brand value
- Brand audits
- Concept, graphic design and content support
- Media buying and planning
- Interior/exterior facility design
- Uniforms



Print

- Magazines, trade publications, directories, brochures
- Newsletters, business cards, letterhead and other collateral
- Posters, billboards, custom interior lobby artwork
- Custom mailers



Public Relations

- Communications/PR strategies
- Social media strategies
- Press releases
- Internal and external communications



Sales and Training Support

- AVTRIP—utilization and how to use as a sales tool
- Customer Service
- Rampside Training
- Contract Fuel
- Leveraging Card Processing



Digital

- All web advertising
- Email communications
- Custom corporate videos
- Newsletters
- Website design and development



Special Event Assistance

Concept, creative and content support for all events, industry conferences and meetings

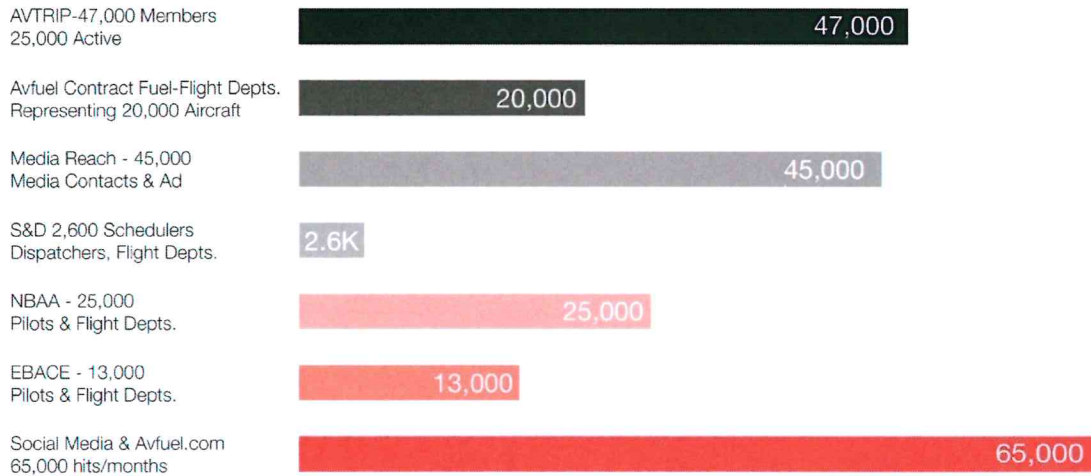


Marketing Campaigns

Conceptualize, develop and help distribute custom marketing campaigns

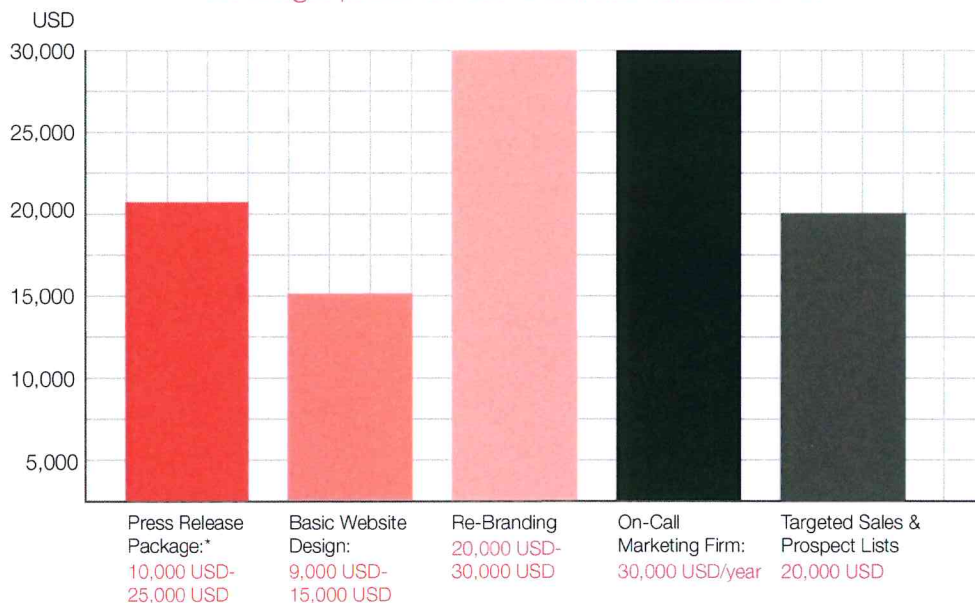
Avfuel Marketing by the Numbers

Audience exposure by medium.



- Listing on avfuel.com, features, press release, social media: **65K impressions/month**.
- Premium location on exhibition floorplans: **40.6K attendees**
- Ad placement & press release: **45K contacts/subscribers**.
- Multiple unique features in E-newsletters and convention-related communications: **25K AVTRIP members & 20K aircraft**

Average price to contract an outside firm



As an extension of your team, Avfuel's marketing services are free for your use.

Avfuel Training System



One ATS subscription that covers every employee means safe operations for less.

Online:

Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS), **which includes FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321**. Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA. Please see the below for a breakdown of this system's programs and lessons:

FAA-Approved Line Service Fuel Safety Training & FAA-Approved Supervisory Fuel Safety Training

- Fuel Handling and Fire Safety
- Aviation Fuels and Additives
- Fuel System Icing Inhibitor (FSII)
- Contaminants and Fuel Testing Methods
- Procedures for Receiving a Load of Aviation Fuel
- Aviation Fueling Components
- Fuel Storage Systems
- Mobile Refueling Equipment
- Aircraft Fueling and General Operations
- Record Keeping Best Practices
- Supervisor Specific: Effective training techniques

Avfuel Customer Service Training

- Culture and Brand
- Service Essentials
- Amaze and Wow

Avfuel Front Counter Training

- Avfuel Contract Fuel
- AVTRIP
- Avfuel Network Referrals & Rewards

Online ATS Cost

All subscriptions include unlimited seats for the year, and training on customer service, front counter and ramp safety.

- With FAA-Approved Line Service Training*
FREE initial signup | \$300 renewal
- With FAA-Approved Supervisory Training PLUS FAA-Approved Line Service Training*
FREE initial signup | \$500 renewal
- General Fuel Safety Lesson Free to Avfuel-branded FBOs

**Part 139*

Ramp Safety

- Aircraft Marshalling
- Aircraft Towing Equipment
- Aircraft Towing Procedures
- De-icing and Anti-icing Introduction
- De-icing and Anti-icing Fluid Handling Procedures
- De-icing and Anti-icing Fluid Application
- General Aviation Security

In Person:

Supervisory Fuel Safety Training Seminar

Avfuel offers free 14 CFR FAA-approved Part 139 Fire Safety and Fuel Quality Assurance Training Seminars for Supervisors. Avfuel does not do on-site inspections or training. All training is limited to this Part 139 Seminar and the ATS training system above.

Avfuel's QA team is available 24/7/365

Our fuel quality assurance team is a group of recognized experts that work with FBOs, transport companies, terminals and handlers on the proper handling of aviation products.

The Avfuel Hub

Streamline your operations with more efficient transactions.

Avfuel will provide your operation with the Avfuel Hub, Avfuel's proprietary web-based point-of-sale and processing system, which centralizes and streamlines the sale of fuel, products and services at your FBO. Designed with the user in mind, the Avfuel Hub increases transaction efficiency and allows for a more customer-focused experience.



Core features

- Electronic processing of all transactions (sales, voids, credits, post-authorizations)
- Integrated with Avfuel Contract Fuel and AVTRIP rewards
- Easy customer look-up by name, tail number, city or card type
- Minimal steps and pre-populated data for quick processing
- Avfuel Contract Fuel Pre-Authorizations are sent directly to the Avfuel Hub
- Print and email receipt options
- Create on-demand reports
- Manage customer data
- International processing capabilities
- PCI (Payment Card Industry) compliant, improving credit card security
- A variety of reports are available for download and import into various accounting software

Avplan Trip Support

Directs high-volume, international operators to your FBO.



Avplan is Avfuel's trip-planning and flight-support company that facilitates high-volume clients with personalized service for all travel—domestic and global. Combined with Avfuel Contract Fuel and AVTRIP rewards, Avplan lands Avfuel FBOs more business.

- Actively directs flights to the Avfuel Network of FBOs for fuel and services
- Puts Avfuel FBOs on the flight path of more customers from more countries
- Serves clients with a team of in-house meteorologists, planners and flight-followers

More than 30 years of professional experience in aviation planning, including:

- | | |
|-------------------------------|--------------------------------|
| ▪ Flight following | ▪ Arrival and departure slots |
| ▪ Communications | ▪ Computerized flight planning |
| ▪ Government agency relations | ▪ Weather services |
| ▪ NOTAMs | ▪ Visas |
| ▪ Permits | |

Avsurance Corporation

Manage your risks with \$50 million USD excess products liability coverage.



Avfuel is able to meet the insurance requirements specified in the RFB via its subsidiary company, Avsurance.

Avfuel's in-house aviation insurance subsidiary, Avsurance, has nearly 30 years of hands-on experience providing coverage to FBOs and airports.

- Avfuel-branded operations are granted third-party \$50 million USD excess products liability coverage for fueling operations, provided underlying requirements are met.
- Requirements: Certificate of Insurance evidencing \$1 million USD CSL airport premises and products liability with Avfuel as additional insured.

Insurance coverage for all FBO needs is available, including items such as courtesy cars, aircraft maintenance, environmental exposure, fuel farms and more. Coverages include, but are not limited to:

- | | |
|---|--|
| ▪ Aviation general liability insurance | ▪ Part 135 insurance |
| ▪ Premises insurance | ▪ Part 91 insurance |
| ▪ Hangar keepers insurance | ▪ Scheduled 121 operator insurance |
| ▪ Airport insurance | ▪ Cargo insurance |
| ▪ Heliport insurance | ▪ Freight insurance |
| ▪ Airport property insurance | ▪ Flight school insurance |
| ▪ Helicopter insurance | ▪ Environmental liability insurance |
| ▪ Workers' compensation | ▪ Crew car insurance |
| ▪ Aircraft hull and liability insurance | ▪ Commercial auto insurance |
| ▪ Air ambulance insurance | ▪ Mobile equipment insurance |
| ▪ Heavy lift insurance | ▪ Commercial property insurance |
| ▪ Pipeline patrol insurance | ▪ Products & completed operation insurance |



**AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

Reference Date: February

Effective Date: April 1, 2020

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel" and **City of Weslaco** having its principal office at (Street address only) **1909 Joe Stephens Drive, Weslaco Texas 78596**, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 21 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name _____

☒ Customer Credit Program☐ Addenda☒ Brand Program☐ AVTRIP Program☒ Equipment Lease Agreement☐ Contract Fuel Dealer Program

CUSTOMER FEIN: 74-6002544

TYPE OF BUSINESS: Municipality
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop. or other)

STATE ID NUMBER:

STATE OF INCORPORATION: Texas

FOR: AVFUEL CORPORATION

FOR: City of Weslaco

By: _____
William B. Light
Title: Vice President, Administration

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer.

By: _____
Signature

Name Printed _____

Social Security Number _____

By: _____
Signature

Name Printed _____

Social Security Number _____

**FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

SPECIAL TERMS AND CONDITIONS

CUSTOMER NAME: City of Weslaco

BILLING ADDRESS: SAME
(if different than street address)

DELIVERY ADDRESS: SAME or
(if different than street address)

AIRPORT ID (IATA CODE): T65 Mid Valley Airport

PRODUCT(s):

☒ Jet-A ☐ Jet-A with Anti-ice ☒ Avgas/100LL ☐ Other: _____

PAYMENT TERMS: Net 30 Days

CREDIT LIMIT: \$50,000.00 _____

EQUIPMENT LEASED:

Description**	S/N or VIN	Lease Rate	Replacement* Cost (Current)
Unit # 3050 2004 yr model International 3000 gallon Jet Truck	672588	Zero cost per month First 12 months, thereafter At \$850.00 per month	\$80,000.00
_____	_____	_____	_____
_____	_____	_____	_____

*Hazard insurance, **Meters, if so equipped, have NOT been Certified or Calibrated, this is the responsibility of Customer.

CONTRACT FUEL DEALER:

Flight Operation Type (select one): ☐ Corporate Configured Accepted
 ☐ Non-Corporate Ops Only
 ☐ DC-9 and Larger, Non-Corporate Ops Only

Airport Flowage Fee: ☐ YES ☐ NO _____ \$/g (i.e. \$0.0300)

Storage Fee: ☐ YES ☐ NO _____ \$/g (i.e. \$0.0300)

Into wing Fee:

Jet Into-Plane Rate Schedule	Gallons from/to	Rate/gallon
Example	1-1000 gallons	\$X.XXXX
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OTHER SPECIAL TERMS AND CONDITIONS: _____

AVIATION FUEL SUPPLY AGREEMENT**GENERAL TERMS AND CONDITIONS**

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products (the "Products") and, when and if available, other aviation electricity and energy products (the "Alternative Products") to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms and Conditions, including without limitation those Products and Alternative Products that the Customer is presently using that are identified in the Special Terms and Conditions. If, at any time during the term of this Agreement the Customer, or any entity controlled by or in common control with Customer, operates any other facility that sells aviation fuels or Alternative Products at a listed Airport (each a "Supplemental FBO"), then Customer shall or shall cause such other entity to enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as this Agreement) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel and, to the extent made available at such location by Avfuel, the supply of 100% of the requirements of the Supplemental FBO for Alternative Products. If Customer requests and Avfuel agrees to deliver to any location not listed in the Special Terms and Conditions (each an "Alternate Location") and, to the extent that the terms of delivery to such Alternate Location is not governed by a separate agreement between Avfuel and Customer, delivery to such Alternate Location shall be governed by the terms of this Agreement; provided, however, that applicable pricing and taxes for each Alternate Location shall be determined by the market price of Products and Alternate Products and applicable taxes at the delivery address of the Alternate Location. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement. Avfuel has entered this Agreement with the Customer on the expectation and condition that (a) the Customer's deliveries of Products and Alternative Products at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"), (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users or resale otherwise brokered through Avfuel, the Customer will not make any deliveries (or hold inventories) of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's network and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the rights pursuant to Article 11 of the General Terms and Conditions.

2. TERM: The initial term of this Agreement is seven (7) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive five (5) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such Notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

3. PRICE AND PAYMENT:

3.1. Unless otherwise agreed in writing by the Parties, the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Customer's facilities at the Airports (each a "Delivery Address") and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A or Avgas fuel will be a full standard transport tanker load as determined by the maximum allowable Gross Vehicle Weight between the supply point and the delivery address. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3. Customer shall be responsible for all demurrage charges assessed by the Shipping Agent for additional time spent at the Delivery Address(es) or any Alternate Location.

5.4. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if Avfuel is immediately notified, while Shipping Agent is still present. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. FORCE MAJEURE: Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all Products delivered pursuant to this Agreement will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655 and Alternative Products will conform to the then current applicable specifications. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2. THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. INDEPENDENT STATUS: Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (AS SUCH, THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (AS SUCH, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE GENERALITY OF THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 16. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts

owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Exercise of the foregoing remedies shall not constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions of this Agreement. Fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 16 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer shall secure and at its cost shall thereafter maintain in effect during the term of this Agreement the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Prior to the Effective Date stated in the Summary, and from time to time thereafter as requested by Avfuel, Customer shall furnish Avfuel a Certificate of Insurance evidencing compliance with this Section.

12.2. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Aversure Corporation.

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of \$1,000,000 (combined single limit) issued by an insurer acceptable to Avfuel. This Program currently allows qualifying Branded Dealers, at no charge, to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of \$50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.

To participate in this Program and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance have been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.

Avfuel reserves the right to discontinue this Program or to require the Customer to pay a charge for participation in this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. CUSTOMER CREDIT:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE TERMS AND CONDITIONS IN THIS SECTION SHALL APPLY.

13.1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

13.2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

13.3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

13.4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties, and any other charges as separate line items. Each invoice will be payable in full on or before that due date specified in that invoice.

13.5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.

13.6. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents.

13.7. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

13.8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit

balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

13.9. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

13.10. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of the Products purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be Products purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

13.11. THIS PARAGRAPH APPLIES ONLY TO THOSE PERSONS WHOSE SIGNATURES APPEAR AS GUARANTORS ON THE SIGNATURE PAGE OF THIS AGREEMENT. PERSONS SIGNING AS GUARANTORS SHALL BE CONSTRUED AS PERSONAL GUARANTORS REGARDLESS OF ANY OTHER DESIGNATION. In consideration of Avfuel extending credit to Customer and as a substantial inducement to Avfuel to do so, each of the parties signing as Guarantors on the signature page of this Agreement hereby guaranty payment and performance when due of (i) all indebtedness of the Customer that is now existing or hereafter created by the Customer to Avfuel or any subsidiary or affiliate of Avfuel (collectively, the "Avfuel Affiliates"); (ii) all obligations of Customer under each existing and future written or oral agreement between Customer and any Avfuel Affiliate, including, without limitation, the Aviation Fuel Supply Agreement and Customer Credit Agreement, (iii) all obligations of Customer under any and all modifications, extensions, renewals and rearrangements of any of the foregoing and (iv) all legal expenses (including attorney fees) incurred by Avfuel in the enforcement of the Guaranteed Obligations and against that Guarantor(s) under this of Customer under any and all modifications, extensions, renewals and rearrangements of any of the foregoing and (iv) all legal expenses (including attorney fees) incurred by Avfuel in the enforcement of the Guaranteed Obligations and against that Guarantor(s) under this guaranty (collectively, the "Guaranteed Obligations"). If this Guarantee is signed by two or more Guarantors, then the obligations of the Guarantors hereunder are joint and several. Each Guarantor waives any right to any notice of any modification, extension, renewal or rearrangement of any Guaranteed Obligation, any waiver or any release of any Guaranteed Obligation and any exchange, release or substitution of any collateral securing any Guaranteed Obligation. Each Guarantor waives notice of acceptance of this Guarantee, notice of default on the part of Customer under any Guaranteed Obligation and all other notices that the Guarantors may otherwise be entitled to receive. Each Guarantor acknowledges and agrees that no modification, extension, renewal or rearrangement of any Guaranteed Obligation, no waiver, release of any claims with respect to any Guaranteed Obligation and no exchange, release or substitution of any collateral securing or to secure payment or performance of any Guaranteed Obligation shall be construed as a waiver, release or modification of the obligations of the Guarantors under this Guarantee. This Guarantee is of payment and performance and not of collection. Accordingly, in the event of a default by Customer under any Guaranteed Obligation, Avfuel may seek and secure payment or performance directly against any or all of the Guarantors without first seeking payment or performance by Customer or any other Guarantor. This is a continuing Guarantee and shall not be revoked by the death or disability of any Guarantor and shall not be revoked by the death of any individual party or by the dissolution of any corporate party or any other entity that is a party hereto, and shall remain in force until Avfuel receives written notice to extend no further credit to Customer on the security of this Guarantee. Such notice shall not discharge any obligation of any Guarantor as to any then existing indebtedness or obligation of Customer arising out of a transaction that took place prior to the receipt of such notice, regardless of the time for determination, maturity, or performance thereof. Each Guarantor hereby authorizes Avfuel to make such credit investigations necessary to satisfy itself as to the credit worthiness of the Guarantor and agrees upon request to provide periodic

statements of financial condition to Avfuel. This Guarantee shall survive the termination of this Agreement until all amounts due Avfuel under this Agreement have been paid in full.

14. CREDIT, CHARGE CARD, AND PAYMENT ACCEPTANCE:

14.1. Customer is participating in Avfuel's Credit, Charge Card, and Payment Acceptance Program (the "Payment Acceptance Program") Accordingly, unless otherwise agreed in writing, Customer must use Avfuel's platform and gateway for all its payment processing needs and Customer shall honor any valid credit or charge card or other non-card based payment modality listed as accepted in the most current Acceptable Card and Payment List ("ACL") issued by Avfuel and published from time to time on its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card/payment method is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel. To the extent that a non-card payment modality is not listed among the Approved Cards on the ACL, Customer shall be allowed to process such payment outside of Avfuel's gateway until such payment modality is included among the Approved Cards on the ACL.

14.2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com or according to the approved point of sale software vendors instructions. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

14.3. Upon receipt from the Customer of a properly prepared and processed Vouchers, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 14.7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

14.4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore, Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Payment Acceptance Program.

14.5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

14.6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. **CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.**

14.7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

14.7.1. Where any of the required information is omitted or illegible;

14.7.2. That is imprinted or processed with an expired credit card;

14.7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

14.7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

14.7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

14.7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

14.7.7. Where the Authorized User has not received a copy of the Voucher;

14.7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

14.7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

14.7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

14.7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

14.7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

14.7.13. That are charged back to Avfuel or rejected for processing by an Issuer or processor for any reason at all; or

14.7.14. That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

14.7.15. Where Customer has processed a post authorization transaction with no authorization, a fake authorization or an authorization received from anyone other than the company issuing the card

14.8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the

extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

14.9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

14.10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Payment Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

15. ASSIGNMENT: Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

16. NOTICES: All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

17. PROGRAM PARTICIPATION:

17.1. The provisions of these General Terms and Conditions will apply to the BRAND PROGRAM, AVTRIP PROGRAM, AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM, and EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program.

17.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms and Conditions.

17.3. Avfuel reserves the unilateral right to amend, suspend, or terminate any Program at any time effective upon written Notice to the Customer. Termination of Customer's participation in any one Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

18. EXCLUSIVE JURISDICTION: Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of the state of Michigan sitting in Washtenaw County, and any applicable Michigan appellate court. This Agreement shall be construed as having been made and entered into in the State of Michigan. Each Party submits and consents to personal jurisdiction in Washtenaw County, Michigan, and agrees that it is a convenient forum to resolve any such disputes and enforce any such rights, each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

19. EXCLUSIVE GOVERNING LAW: This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Michigan, without

20. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

21. ENTIRE AGREEMENT/AMENDMENTS: This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of the Summary or Special Terms and Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. Avfuel reserves the right at any time and from time to time to amend these General Terms and Conditions and the Programs. The General Terms and Conditions and the Programs, as amended from time to time, are posted at www.avfuel.com. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first-class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor

permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program

FBO Aviation Fuel Supply Agreement upon ninety (90) days' Notice to Avfuel. See Section 16 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.
2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is commingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than 1/2% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).
3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.
4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel.
5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.
6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees to CFC's for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Payment Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.
7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.
8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.
9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.
10. Customer will generate an electronic written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.
11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.
12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory, not performed or not delivered may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY:

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this Section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Avfuel will advance the costs for the transport of the Equipment from the Avfuel facility to the Customer's facility and the responsibility for those costs will be as follows: (a) if the initial term of the Lease is less than five (5) years, at the time of delivery of the Equipment Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; (b) if the initial term of the Lease is five (5) years or more but is terminated before the end of the first five (5) years of that initial term as a result of the default by the Customer (truck lease being terminated for any reason other than a Default by Avfuel), then at the time of that termination, Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; and (c) if the initial term of the Lease is at least five (5) years and is not terminated before the end of that initial term, then Avfuel will bear those advanced costs without any right of reimbursement from the Customer.

3. Customer shall inspect the Equipment and shall make written notes as to any defects that are observed. A copy of all such notes shall be faxed or emailed to Avfuel within forty-eight (48) hours after the Equipment is delivered to the Customer. The failure to make and deliver those notes within that period will constitute the Customer's acknowledgement that there were no defects in the Equipment at the time delivered to the Customer.

4. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.

5. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.

6. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement.

7. The Equipment is not licensed or titled for use on public roads. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel.

8. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

9. The maintenance obligations with regard to the Equipment are as follows.

9.1. Except as set forth in Section 9.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and certification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

9.2. Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

10. Customer shall be responsible for all Federal, State, and local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

11. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions. Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary as loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.

12. IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS, CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.

13. Upon termination of any Lease, at any time and for any reason, Customer shall (a) return the Equipment to Avfuel in as good condition as when Customer received it, normal wear and tear excepted, (a) pay for any necessary repair and replacement of any damages or missing Equipment, and (c) pay all costs for the transport of the Equipment from the Customer's facility to Avfuel's facility. If Customer breaches any of these commitments, Avfuel may advance those costs and invoice the

FBO Aviation Fuel Supply Agreement

Customer for those costs and the Customer will pay that invoice within twenty (20) days.

PRICE NOTIFICATION

AVFUEL CORPORATION (0000120177)

Effective Date: February 4, 2020

Effective Time: 12:00:00 AM

Corpus Christi Refinery - Mktg (PBCC)

Product

JET

Total	Currency	UOM
1.591760	US\$	UG6



AVGAS SPECIAL PRICE

EFFECTIVE DATE: February 4, 2020 - February 10, 2020

SPECIAL PRICE 2.40444



January 29, 2020

City of Weslaco
Homer Rhodes, Purchasing Manager
255 S. Kansas Ave
Weslaco, TX 78596

Dear Mr. Rhodes;

Arrow Energy is pleased to offer the attached bid for the City of Weslaco's aviation fuel needs at the Mid Valley Airport. Arrow Energy is a marketer for the Phillips 66 brand of aviation fuels. The prices quoted, and programs offered are backed by the Phillips 66 brand. Arrow has been in business since 1989 and has over 60 branded Phillips dealers throughout the Midwest and Texas. The Phillips 66 brand has hundreds of dealers across the nation and has a long-standing commitment to General Aviation.

The prices quoted in the bid response are as of 1/29/2020 and they include all charges except taxes. Thank you for the opportunity to bid your fuel needs and we will look forward to hearing from you.

Thank you,

Rock Lagemann
Arrow Energy, Inc.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10
ANNUAL SUPPLY AVIATION FUEL/SERVICE

Description	Quantity	Unit Price	Total Bid
Jet A Fuel*	80,000	Per gallon	\$1.9500=rack+freight+.0334 + all applicable taxes
AvGas Fuel*	40,000	Per gallon	\$2.8300=rack+ freight+.0341 + all applicable taxes
Fuel Trucks (with Maintenance program)	1 3000 gal.	\$1,550/month	
POS Equipment	See Attached	See Attached	
Incentive Program	See Attached	See Attached	
Buyback Program	See Attached	See Attached	
Insurance	See Attached	See Attached	
Quality Control	See Attached	See Attached	
FBO Management Software	See Attached	See Attached	

Bid Submitted By: Rock Lagemann
Company Name: Arrow Energy, Inc.
Address: 1404 Industrial Dr. Suite 3 Saline, MI 48176
Telephone No.: 743-429-3581
Signature of Authorized Agent: <i>Rock Lagemann</i>
Title: Regional Sales Manager
Date: 1/29/2020

*FUEL DELIVERY REQUIRED WITHIN 24 HOURS AFTER RECEIVING ORDER.

CAN YOU ACCOMMODATE? X YES NO



Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10
ANNUAL SUPPLY AVIATION FUEL/SERVICE

POS Equipment - Choose from either Web-Based point of sale or traditional desk-top card reader. Rates as follows:

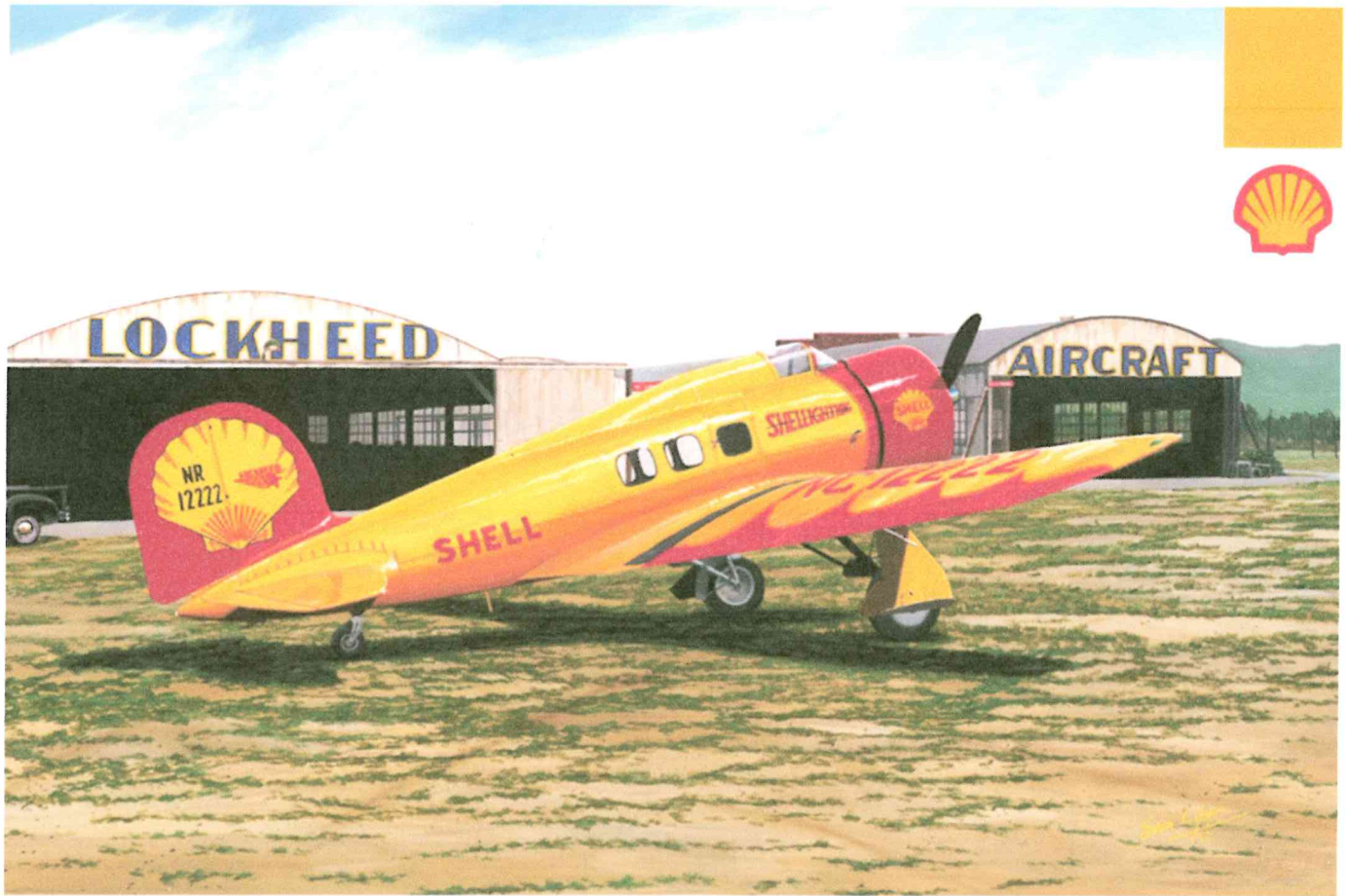
❖ **Electronic Credit Card Processing:**

The only program where qualified and non-qualified processing is the same cost.

- **0.00% on Co-Branded AvCard/Phillips & Phillips Personal Card**
- 2.15% on MasterCard/Visa
- 2.85% on Avcard
- 3.25% on MultiService
- 3.00% on Discover
- 3.35% on American Express

- ❖ Incentive Program - **Wing Points Reward Program** is a pilot reward program designed to generate new fuel sales and build loyalty with your current customers. Pilots earn points at all participating Phillips 66 FBO's and immediately redeem those points for selected store purchasing power, pre-paid MasterCard, or charitable donations. Double points awarded when customer pays with Co-Branded Avcard/Phillips card.
- ❖ Buyback Program - **Phillips Into-Plane Program** is designed for all type FAR 91, 121, 125, and all 135 operations and will increase the traffic on your ramp. Phillips will list you as an into-plane dealer to their vast clientele. All you have to do is set the per gallon into-plane-rate that you want. Phillips does the rest of the billing.
- ❖ Insurance - **Excess Product Liability Insurance** in the amount of \$50,000,000 free as long as you carry at least \$1,000,000 in your own name.
- ❖ Quality Control - **Professional Line Service** Training through NATA Safety 1st on-line program. On site assistance with training and service performance. Trustedfuel.com - Phillips has produced an innovative website which gives its dealers the most up to date QA procedures. The site includes how-to videos and instructions on important fuel handling procedures.
- ❖ FBO Management Software – If you choose the Web-based credit card processing, it is compatible with TotalFBO.





Proposal to Supply Aviation Fuel

Mid Valley Airport (City of Weslaco)
Weslaco, TX
Due: February 6th, 2020

Prepared by: Trey Baker | tbaker@titanfuels.aero | (252) 361-3026
Submitted by: Titan Aviation Fuel | www.titanfuels.aero | 252.633.0066



February 3rd, 2020

City of Weslaco
255 South Kansas Ave,
Weslaco, TX 78596

Thank you for expressing interest in being a Shell Aviation Branded Dealer, Titan Aviation Fuels has been a trusted member to the aviation industry for over 44 years. We serve over 550 branded FBO's as the exclusive marketer of Shell Aviation fuel products in North America.

Titan Aviation Fuels core values are to be a business partner focused on delivering quality fuel, marketing programs, refueling equipment, supplies, credit card processing, and quality control. This is demonstrated through quality assurance, communication, transparency, and designing best practices for the success of both of our businesses.

This proposal will outline our ability to support your operations as specified in the RFP. I would like to express my appreciation for the time you have shared with our team and reviewing our proposal. I look forward to a long-term business relationship and adding Mid Valley Airport as a member of the Shell Aviation Branded Network.

I look forward to your response and feel free to contact me with any questions.

Best regards,

Trey Baker

Mr. Trey Baker
Titan Aviation Fuels

Post Office Box 12327 New Bern, NC 28561-2327
Tel 252-633-0066 Fax 252-633-3125 Email info@titanfuels.aero

This proposal contains confidential information





TABLE OF CONTENTS

1. Introduction
2. Profile – Titan Aviation Fuels
3. The Titan Aviation Fuels Team
4. Offer Summary
5. Pricing
6. Refueler Program
7. Credit Card Rates
8. Excess Liability Insurance
9. Quality Control
10. Parts and Supplies
11. Signage and Branding
12. Atlas FBO POS Software
13. Atlas FBO Software
14. Shell Contract Fuel
15. References
16. Map of Current Branded Customers in Texas
17. List of Current Branded Customers in Texas
18. Contact Information

This proposal contains confidential information



INTRODUCTION

Titan Aviation Fuels offers your FBO the advantage of a partnership based on service, solutions, safety and innovation. Being the exclusive branded marketer of Shell Aviation fuels provides your FBO security of supply teamed with the service of a family operated company dedicated to aviation. We are committed to your success through our shared objectives:

- Reliable fuel supply
- Increased fuel sales
- Technical expertise and training
- Sales and marketing support
- Valuable network connections



PROFILE - TITAN AVIATION FUELS

- Exclusive general aviation sales and marketing entity for Shell Aviation products in the United States
- Over 550 Shell Branded FBOs throughout the United States
- 100% commitment to the General Aviation Market through membership, product, sales and support
- 85 plus dedicated employees who are customer service oriented, located around the United States
- A large fleet of aviation refuelers to meet our customers daily demands and special events
- Quality Control audit team dedicated to the consistent delivery of quality product, support and safety
- Dedicated sales and marketing team located throughout the United States who support daily operations
- Contract Fuel Programs designed to connect you directly to targeted customers and prospects
- Shell AeroClass Loyalty Rewards Program to promote increased sales and customer appreciation



THE TITAN AVIATION FUELS TEAM

Robbie Stallings, President

800-334-5732 (office)

252-671-5959 (cell)

rstallings@titanfuels.aero

Byron Gray, Sales Manager

800-334-5732 (office)

972-358-6809 (cell)

byron@titanfuels.aero

Mike Allen, VP Sales and Marketing

800-334-5732 (office)

919-740-9306 (cell)

mike@titanfuels.aero

Trey Baker, Sales Rep

800-334-5732 (office)

252-361-3026 (cell)

tbaker@titanfuels.aero

Elise Donald, Director of Client Relations

800-334-5732 (office)

281-782-4067 (cell)

elise@titanfuels.aero

Patricia Remmers, Contract Fuel Sales Rep

800-334-5732 (office)

561-212-5494 (cell)

premmers@titanfuels.aero



OFFER SUMMARY

Point-of-Sale System

Titan Aviation Fuels will provide your FBO with the VX-820 free of charge and with no monthly fees. The point-of-sale system integrates with both Shell AeroClass and Shell Contract Fuel.

Marketing

Titan Aviation Fuels will design and execute a marketing plan and provide ongoing marketing consultation for the duration of the contract.

Signage

Titan Aviation Fuels will provide Shell Aviation signage at no cost to your FBO.

Co-op

Titan Aviation Fuels provides a co-op advertising program to assist in your sales efforts. This program is designed to defray up to 50% of your advertising and promotional costs. You will earn ½ cent per gallon of fuel purchased.

Fuel Quality Assurance and Training

Titan Aviation Fuels will provide your FBO annual on-site Quality Control inspections, access to ACE-GA training, and complimentary regional Quality Control Seminars.

Insurance Coverage

Shell offers a \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge provided, underlying insurance minimums are met.

QTPod M4000

Titan Aviation Fuels will provide a QTPod M4000 at no cost to your FBO

Contract and Payment Terms

3 Year Contract

Payment due net 30 days via EFT

Credit card funds including in-to-plane fees remitted within 48 hours of transaction



Pricing

Fuel Pricing Table

TERMINAL	Mid Valley Airport		
	AVGAS Tyler, TX	JET A Corpus Christi	JET A San Antonio (Secondary)
INDEX	GC 93 PUL	GC Argus	GC Argus
BASE RATE	\$2.4578	\$1.7953	1.8203
*STATE TAX	\$0.0000	\$0.0000	\$0.0000
FET	\$0.1940	\$0.244	\$0.244
FEES	\$0.0030088	\$0.00214	\$0.00214
**FREIGHT	\$0.2740	\$0.0960	\$0.1503
DELIVERED PRICE	\$2.928809	\$2.137440	2.216740

This Fuel Pricing is based off the GC 93 PUL & GC Argus Index for the week of January 28th, 2020 through February 3rd, 2020

*TAXES: THE STATE SALES TAX FOR AVIATION FUEL IS NOT INCLUDED IN THE ABOVE LISTED PRICING. THIS AMOUNT IS NOT CHARGED TO SHELL AVIATION DEALERS IF A COPY OF YOUR SALES TAX EXEMPTION FORM IS PROVIDED TO TITAN AVIATION FUELS/SHELL AVIATION TO KEEP ON FILE.

** FREIGHT CHARGES: EAF DOES NOT CONTROL THE RATES TRANSPORT CARRIERS CHARGE TO DELIVER PRODUCT TO OUR CLIENTS. WE SEND OUT REQUESTS TO SEVERAL CARRIERS IN ORDER TO GET THE LOWEST PRICE POSSIBLE BUT LOOK FOR SAFETY, DEPENDABILITY AND TRAINING AS A KEY FACTOR TO DETERMINE THE BEST COMPANY. IF YOUR ORGANIZATION HAS A PREFERRED CARRIER, PLEASE NOTIFY YOUR SALES REPRESENTATIVE.

- Fuel Quality: Titan Aviation Fuels will provide your FBO Jet A that meets the ASTM Specification D1655 (latest edition) and Aviation Gasoline 100LL that meets the requirements of the ASTM Specification D910 (latest edition)
- Price Change Notification: Every Monday evening
- Product Delivery: Titan Aviation Fuels' offer is based upon the delivery of full transport loads of Jet A and Avgas 100LL
 - Jet A Delivery 24-28 Hours
 - Avgas Delivery 72-96 Hours
- Credit: Net (30) Day EFT
- Terms of Contract: Three (3) years

This proposal contains confidential information



REFUELER PROGRAM

We operate a large fleet of aviation refuelers for lease, purchase, or temporary use. Our lease programs are suited to the needs of each customer. Our fuel trucks meet or exceed industry standards and are available with customer requested options.

Year	Type	Capacity	Lease Rate	Purchase Outright
2000-2004	Jet A	3,000 Gallons	\$1,000/month	\$90,000
2005-2009	Jet A	3,000 Gallons	\$1,200/month	\$120,000

Our Quality Control Audit Team will perform an annual inspection on all fuel trucks (regardless of ownership) and fuel farms at no charge to our customers

Purchase programs are available and are based on age and size of truck.

All major components of the truck will be covered by lessor. All wear items will be covered by the lessee. See lease agreement for details.



CREDIT CARD RATES

Shell offers an extensive Credit Card processing system, utilizing the Verifone VX-820 POS machine. Funds are processed and deposited **within 48 hours** of the transaction.

Card Type	Rate
Shell Aviation Cards	0.0% as contract fuel /1.85% as retail
MasterCard/Visa *	2.10%
American Express	3.0%
Discover	3.0%
Multiservice Card	3.0%
Gov't Air Card	3.5%

**Transactions that are not swiped through the POS machine and settled on the same calendar day that authorization occurs have higher processing rates.*



EXCESS LIABILITY INSURANCE

Shell offers a \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge. The following guidelines apply:

- Shell and Titan Aviation Fuels are named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- The policy must reflect a minimum limit of \$500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations



QUALITY CONTROL

Titan Aviation Fuels offers an in house Quality Control Program. Our head of Quality Control, Mike Mattern has been with the company for over 10 years and is nationally recognized as a leader in the QC field. He brings 30 years of military QC experience and a team of 4 quality control professionals.

Titan will provide the following at no cost to your FBO:

- Annual On-Site Quality Control Inspections – Our QC inspectors will perform annual quality control inspections free of charge
- ACE – GA Training Program – An interactive CD ROM based line service supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO
- Regional Seminars – Two-day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests
- FAR Part 139 Fire Training – In conjunction with our seminars Titan also teaches and certifies line service personnel in fire prevention and fire mitigation
- HAZMAT Training – Titan provides Hazmat training to those who ship hazardous materials



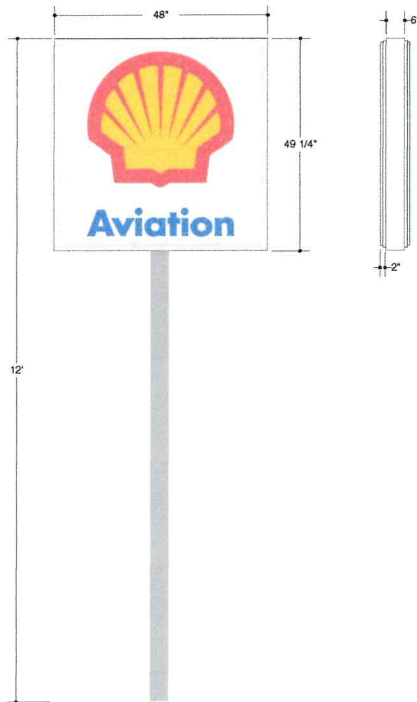
PARTS AND SUPPLIES

We distribute refueling equipment from leading manufacturers. We maintain a large inventory of parts to handle unexpected emergencies, and we have negotiated competitive prices from our suppliers so that we can pass these savings along to our customers. We also offer an online parts store for your convenience.

Following is a list of some of our suppliers:

- Gorman-Rupp
- Velcon Filters
- Hannay Reels
- Betts Valves
- Gammon Technical Products
- OCV
- Thiem
- Liquid Controls

COLOR SPECIFICATIONS
 Grey - L8-8941
 Yellow - L8-5525
 Red - L8-5850
 Blue - PMS 294C
 Opaque White
 L8-3124



SIGNAGE AND BRANDING

The Shell aviation branding program includes:

- Fueling equipment – decals for trucks and tanks
- Installation of signage - We tailor the signage to meet the needs of the individual FBO. Signage and decals meet state, federal and airport regulatory guidelines.
- Website – Logos will be provided
- Press releases
- Email and social media announcements



Atlas FBO POS software

PRICING

BASIC PACKAGE

\$50/mo

Includes

- Shell, Bank & Gov't Air Card Processing (POS)
- Invoices/Tickets
- Customer Management
- Item Management
- Inventory Management
- Tax Setup
- Customer Service Support Manager
- Shell Rewards

ADVANCED PACKAGE

\$295/mo

Includes all Basic Features plus

- Discounts/Contracts (Tiered Pricing)
- Fuel Management (Without Meters)
- Inventory Management
- Purchasing & Receiving
- Reporting
- Recurring Invoices
- Fuel History
- Employee Timeclock
- Comingled Fuel
- Payment History

PREMIER PACKAGE

\$395/mo

Includes all Basic & Professional Features plus

- Customer Accounts
- Account Management
- Adhoc & Basic Statements
- Quickbooks/Sage Integration
- Fuel Management (Meter Tracking)
- Veeder Root/TCS Integration
- Scheduling
- Dashboard Reports

SCHEDULE A DEMO

Atlas Support Team

1-800-334-5732 support@titanfuels.aero

Atlas software is modern and PCI compliant regarding gateway communication to US Bank with Credit Card Vault security.



Sign and Go



Shell
ContractFuel

SHELL CONTRACT FUEL

Shell Aviation and Titan Aviation Fuels have developed an innovative contract fuel program featuring:

- 0% processing fees on fuel and ancillary charges
- More than 4,000 customers representing 20,000+ aircraft
- Availability at over 380 locations and growing
- Each FBO location is assigned a Contract Fuel representative to drive business to your location
- Payment will be wired to your account within 48 hours
- Third-party contract fuel and reseller transactions can be processed through our system
- Participating FBOs benefit from continued exposure through newsletters, email marketing, attendance at aviation conferences, and print advertising

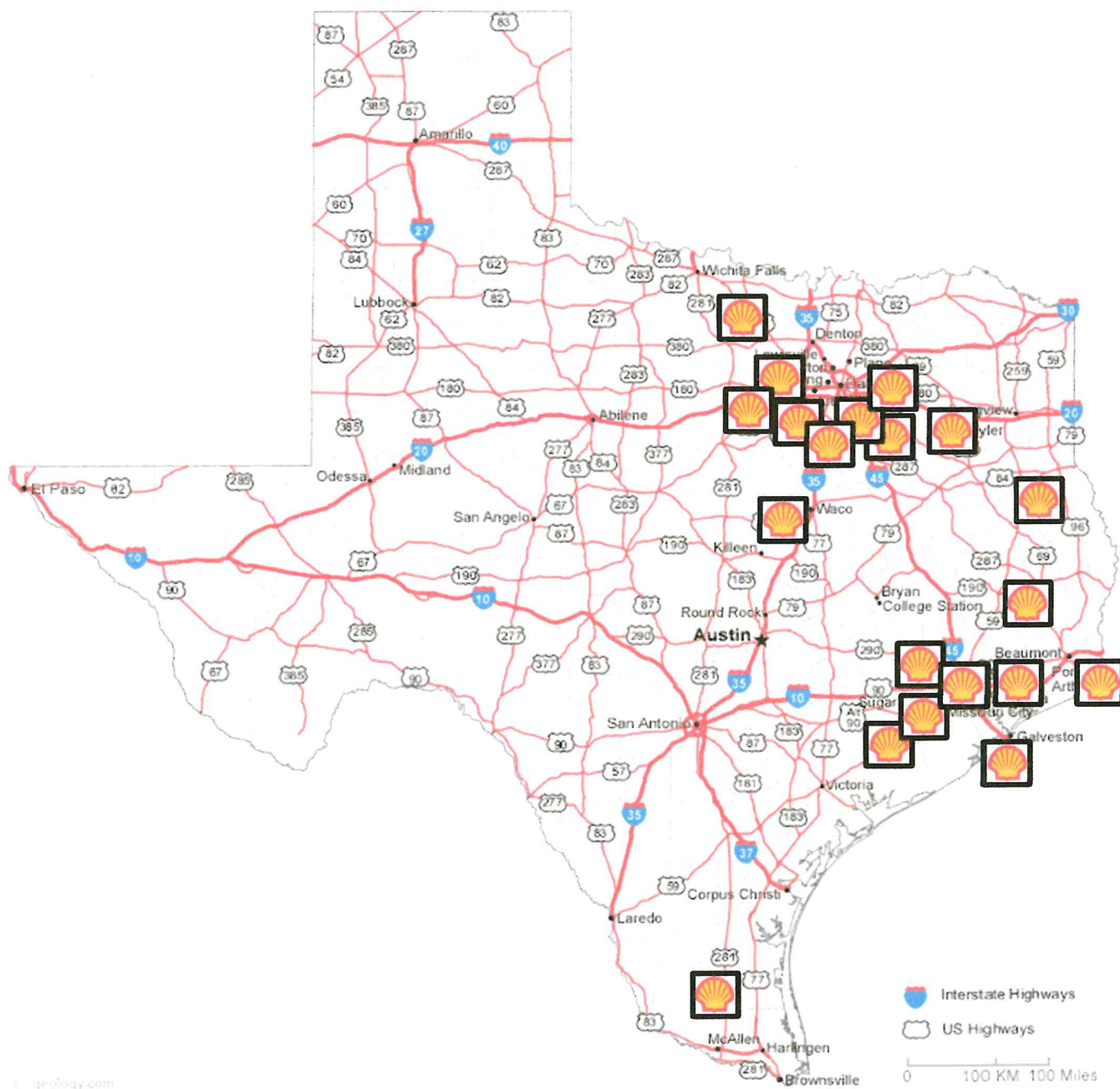


REFERENCES

Name	FBO	Location	Contact Information
Vern Mitchell	Southern Star Aviation	Midlothian, TX	(972) 937-5515 vern@ssaiwy.com
Ron Stroud	Global Select	Sugarland, TX	(281) 275-2428 rstroud@sugarlandtx.gov
Yvonne Chenevert	False River Regional Airport	New Roads, LA	(225) 638-3192 frapla30@bellsouth.net
Eric Pratt	Mesquite Metro Airport	Mesquite, TX	(972) 216-4131 epratt@cityofmesquite.com
Larry Cooper	City of Natchitoches	Natchitoches, LA	(318) 352-0994 lcooper@natchitochesla.gov



MAP OF CURRENT BRANDED CUSTOMERS IN TEXAS





LIST OF CURRENT BRANDED CUSTOMERS IN TEXAS

JASPER, TX	(JAS)	BRAVO AVIATION	
DECATUR, TX	(LUD)	DECATUR JET CENTER	
FORT WORTH, TX	(FTW)	CORNERSTONE AIR CENTER	
FT. WORTH, TX SPINKS	(FWS)	HARRISON AVIATION	
ARLINGTON, TX	(GKY)	HARRISON AVIATION	
LANCASTER, TX	(LNC)	LANCASTER REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
NACOGDOCHES, TX	(OCH)	CITY OF NACOGDOCHES	(MUNICIPAL ACCOUNT)
HUDSON OAKS, TX	(WEA)	PARKER OAKS AIRPORT	
SUGAR LAND, TX	(SGR)	GLOBAL SELECT	(MUNICIPAL ACCOUNT)
EDINBURG, TX	(EBG)	SOUTH TEXAS INTERNATIONAL AIRPORT	(MUNICIPAL ACCOUNT)
MCGREGOR, TX	(PWG)	JAG AVIATION	
BEAUMONT, TX	(BPT)	JACK BROOKS REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
GALVESTON, TX	(GLS)	ISLAND JET CENTER	
WHARTON, TX	(ARM)	CITY OF WHARTON	(MUNICIPAL ACCOUNT)
ORANGE, TX	(ORG)	COUNTY OF ORANGE	(MUNICIPAL ACCOUNT)
TYLER, TX	(TYR)	JET CENTER OF TYLER	
HOUSTON, TX	(HOU)	WILSON AIR CENTER	
MIDLOTHIAN, TX	(JWY)	SOUTHERN STAR AVIATION	
MESQUITE, TX	(HZR)	CITY OF MESQUITE	(MUNICIPAL ACCOUNT)
PEARLAND, TX	(LVJ)	PEARLAND REGIONAL AIRPORT	

***NOTE: DOES NOT INCLUDE UNBRANDED AIRPORTS**



Trey Baker

(252) 361-3026

tbaker@titnafuels.aero

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Addendum No.: 1

January 24, 2020

Notice is hereby given to all prospective respondents for "RFP NO.: 2019-20-10
Aviation Fuel & Service

1. In the "specifications" section, the approximate fuel sales are 35,000 for Avgas and 50,000 for JetA. I am assuming these are annual? **Yes**
2. However, on the "Bid Form" the quantities are listed as 500,000 for JetA and 80,000 for Avgas. Can you clarify the annual volume for each product?

80,000 for Jet A
40,000 for AvGas

3. Revised Bid Form **(next page) and also posted as Exhibit A**

Homer Rhodes,

hrrhodes@weslacotx.gov

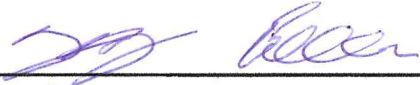
Purchasing Agent

Acknowledged by Firm:

date: 2/13/2020

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10
ANNUAL SUPPLY AVIATION FUEL/SERVICE

Description	Quantity	Unit Price	Total Bid
Jet A Fuel*	80,000	Per gallon	See Page 5
AvGas Fuel*	40,000	Per gallon	See Page 5
Fuel Trucks (with Maintenance program)	1		See Page 6
POS Equipment			See Page 4, 12
Incentive Program			See Page 4
Buyback Program			See Page 14
Insurance			See Page 8
Quality Control			See Page 9
FBO Management Software			See Page 13

Bid Submitted By:	Trey Baker
Company Name:	Titan Aviation Fuels
Address:	601 McCarthy Blvd. New Bern, NC 28562
Telephone No.:	(252) 361-3026
Signature of Authorized Agent:	
Title:	Sales Representative
Date:	2/3/2020

*FUEL DELIVERY REQUIRED WITHIN 24 HOURS AFTER RECEIVING ORDER.

CAN YOU ACCOMMODATE? _____ YES ☒ NO

* Jet A orders placed before noon will be delivered within 48 hours
(excluding holidays and weekends)

* Avgas orders Placed before noon will be delivered within 36 hours
(excluding holidays and weekends)

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Addendum No.: 2

January 29, 2020

Notice is hereby given to all prospective respondents for "RFP NO.: 2019-20-10
Aviation Fuel & Service

1. Pre-Bid Meeting Sing in sheet (next page) also posted as Exhibit B
2. Incentive / POS The City is interested in all incentives-based programs (FBO and Pilot). Also, provide details of the proposed POS system (outside and inside equipment/software).
3. Do you take straight jet? (no FSII additive) No Additive(s)
4. Conflict of interest form states the contact is with Victoria County. I just want to confirm it is the City of Weslaco that a contract will be negotiated. Should state Hidalgo County
5. Do bidders need to complete the form 1295 to bid or only if winner of bid? Yes
6. Would the Airport be open to a 5,000 gallon Jet-A refueler versus a 3,000 gallon unit? Depends on Pricing, a 3,000 gallon will need to be priced.
7. Do you currently own or lease your refuelers? Lease And who provides the maintenance currently? Airport does basic maintenance (belts, tires, battery, oil). Vendor is responsible for all major repairs and annual maintenance requirements. Vendor provides all testing materials for fuel and filter replacement(s).
8. Do you currently order Jet A with or without additive? Without
9. Does Airport wish for signage or to be branded? Yes
10. Current Avfuel contract expires in beginning of May 2020
11. Insurance requirements:

Worker's Compensation	Statutory Limit
Comprehensive General / Liability	\$1,000,000.00
Bodily Injury & Property	\$1,000,000.00
Comprehensive Auto	\$1,000,000.00

Homer Rhodes,

hrhodes@weslacotx.gov

Purchasing Agent

Acknowledged by Firm:

date:

2/3/2020

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

No Conflict

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity		 2/3/2020 Date

Andrew Muñoz

From: Homer Rhodes
Sent: Wednesday, February 12, 2020 1:22 PM
To: Rock@ArrowEnergy.com
Cc: Andrew Muñoz
Subject: RE: Arrow Energy Fuel bid

Thank you!

Homer Rhodes
Purchasing Agent – Finance Department
956.447.2240

From: Rock Lagemann <rock@arrowenergy.com>
Sent: Wednesday, February 12, 2020 11:18 AM
To: Homer Rhodes <hrhodes@weslacotx.gov>
Subject: Arrow Energy Fuel bid

Hello Homer, I hope you are doing well today.

Thank you for allowing Arrow Energy the opportunity to bid for your aviation fuel supply. As far as the update to the QT-M4000, that piece of equipment costs in the neighborhood of \$ 20,000 installed. If Arrow Energy is chosen to be your fuel supplier we could help finance the new point of sale equipment. For now we are going to stand by our bid as Originally submitted.

Thank you for your time, best regards,

Rock Lagemann
(513) 254-6443



Andrew Muñoz

From: Matthews, Matt E. <mmatthews@avfuel.com>
Sent: Wednesday, February 12, 2020 1:44 PM
To: Andrew Muñoz
Subject: RE: Aviation Fuel Bid RFB:2019-20-10

No Sir, we are good with info I sent you.
Thanks for letting me know.
Matt

From: Andrew Muñoz [mailto:amunoz@weslacotx.gov]
Sent: Wednesday, February 12, 2020 12:59 PM
To: Matthews, Matt E. <mmatthews@avfuel.com>
Subject: Re: Aviation Fuel Bid RFB:2019-20-10

Question. We have a Fuel Master pedestal at the fuel farm and I noticed you mention a 3000 model, does this impact your quote/email?

Sent from my iPhone

On Feb 12, 2020, at 12:32 PM, Matthews, Matt E. <mmatthews@avfuel.com> wrote:

Yes Sir. Have a good day

Sent from my iPhone

On Feb 12, 2020, at 12:00 PM, Andrew Muñoz <amunoz@weslacotx.gov> wrote:

Received. Thanks for the prompt response.

-Andrew

Sent from my iPhone

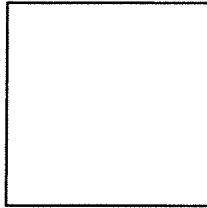
On Feb 12, 2020, at 11:49 AM, Matthews, Matt E.
<mmatthews@avfuel.com> wrote:

Andrew, Please let me know your received this email.

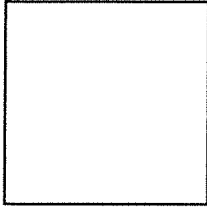
AVIATION FUEL AND SERVICE

Avfuel Corporation will pay for the cost of upgrading the City's current QT POD 3000 to a new QT Pod 4000 unit. We will pay for the cost of the system and installation. Please let me know if you require any more information or have any questions

Thanks Matt



mmatthews@avfuel.com



The contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 29 CFR Section Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, gender, national origin or other protected status. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, gender, national origin, protected veteran status, disability or other protected status.



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3100	
From:			
Subject: Discussion and consideration on possible dates for a joint workshop with the Weslaco School Board. Possible action. (Staffed by City Manager.)			
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 Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2020-3101	
From:			
Subject: Discussion and consideration to approve the submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2020-17 for year 33 (2020) and to accept the allocation of approximately \$285,782 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The City of Weslaco held a public hearing and approved submission of plan for the Urban County Fiscal Year 33 (2020) on October 15, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
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):			
Vidal Roman		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 2020 Work Plan Documents, RESOLUTION NO 2020-17			
Responsibilities upon Approval:			

2020 Weslaco Water/Sewer Improvements Lee Garza/Cantu Street



State	County Name	Code	Census Tract	Block Group	Low/Mod	L/M Universal	L/M %
TX	Hidalgo County	215	022600	2	735	1415	51.94

KEY

■Amendments ■Surplus Funding

■Recaptured ■Forfeited

2020	HIDALGO	\$257,604.00
21A Exempt 58.34(a)(3)	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 704 E. Texano Drive, Hidalgo TX 78557	\$3,000.00
03I Environmental Assessment 58.36	FLOOD DRAIN IMPROVEMENTS Project consists of flood drainage improvements to include the upgrade and expansion of the storm sewer system within the pump house and City Hall areas. Along First Street, Esperanza St, Second St., Dalia Street, to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenses will include professional engineering services, geo-technical and material testing fees, advertisements, etc. Location: Hidalgo, TX 78557. Census Data: 0213.04 BG: 01 National Objective: 51.2% LMA Goal Outcome Indicator: 3125 Beneficiary Type: People	\$263,440.00 254,604.00

HIDALGO URBAN COUNTY
DEC 10 2019 PM 2:25

AVAILABLE FUNDS: \$ 285,782.00

MATRIX	PROJECT NAME	ESTIMATED
CODE	BRIEF DISCRIPTION (INCLUDE AGENCY NAME)	AMOUNT
21A	General Administration	\$ 3,000.00
03J	Water/Sewer Improvements	\$ 277,782.00
05A	Senior Services	\$ 5,000.00
	TOTAL:	\$ 285,782.00

CITY OF WESLACO
WORKPLAN PROJECT SHEET
FY 33 (2020)

Project Name: WATER/SEWER IMPROVEMENTS

Proposed Budget: \$277,782.00

National Objective: LMA

Matrix Code: 03J

(Check One)

☒

Benefits low/moderate income

Prevention/elimination of slum & blight

☒

Meets an urgent need

Project Description: PROJECT CONSIST OF UPGRADING THE WATER LINES TO 8" TO PROVIDE THE
PRESSURE FOR FIRE FIGHTING PURPOSES INCLUSIVE OF FIRE HYDRANTS

Project Location: 1. LEE GARZA ST (So. Bridge Ave to Cantu Street)
2. CANTU ST (Lee Garza and Witmer St)

SECTION II

Primary Purpose: (Check One)

☐	Help the homeless	☐	Helps Persons with HIV/AIDS
☐	Help persons with disabilities	☐	Address public housing needs
☒	Not applicable		

Priority Need Category: (Check One)

☐	Rental Housing	☐	Public facility
☐	Owner Occupied Housing	☒	Infrastructure
☐	Economic Development	☐	Public Service
☐	Planning/Administration	☐	Other

If Public Services: (Number of Beneficiaries)

☐	Youth	<u>250</u>	People (General)
☐	Elderly		

If Housing- No. of Units:

If Facilities No. of Facilities:

SECTION III

Specific Objectives: (Check all that apply)

☐	Improved access to affordable owner housing for minorities
☐	Increase number of homeless persons moving into permanent housing
☐	End chronic homelessness
☒	Improve the services to low/mod income persons
☐	Improve quality/increase quantity of neighborhood facility for low-income persons
☒	Improve quality/increase quantity of public improvements for low-income persons
☐	Remediate and re-develop brownfields
☐	Improve economic opportunities for low income persons

Proposed Outcome: To Provide much needed water services and fire fighting infrastructure to the area
by replacing aged water lines and having infrastructure in place for their safety
and immediate accessibility to fire hydrants.

Will CDBG funds be leveraged?

☒ Yes	☒ No
If yes... list all funding sources and amounts	
1	Amount: _____
2	Amount: _____
3	Amount: _____
4	Amount: _____

SECTION IV (MUST INCLUDE WITH WORKPLAN)

Infrastructure Projects	Public Service (Sub-recipients)
☒ City map	☐ Sub recipient agency letter
☐ Flood Zone map	☐ Beneficiary count
☐ Project site photos	☐ List of minor equip./supplies

SECTION V CERTIFICATION OF COMPLETION

DOES THE PROPOSED PROJECT MEET A NATIONAL OBJECTIVE?

☒ **YES** ☐ **NO**

COMPLETED BY: _____ TITLE: _____

*****FOR UCP STAFF USE ONLY*****
BENEFITS LOW/MODERATE INCOME

CENSUS YEAR: 2015

CENSUS TRACT NUMBERS	BLOCK GROUPS (CIRCLE ALL THAT APPLY)					
<u>226.00</u>	1	<u>2</u>	3	4	5	6
_____	1	2	3	4	5	6
_____	1	2	3	4	5	6
_____	1	2	3	4	5	6
_____	1	2	3	4	5	6
_____	1	2	3	4	5	6
_____	1	2	3	4	5	6

TOTAL NUMBER OF PERSONS BENEFITING 1415

TOTAL NUMBER OF LOW/MOD PERSONS BENEFITING 735

TOTAL LOW/MOD PERCENTAGE 52%

FORMULA: {TOTAL LOW/MOD PERONS / TOTAL NUMBER OF PERSONS= LOW/MOD %

DOES THE PROPOSED PROJECT MEET THE REQUIREMENTS FOR LMA NATIONAL OBJECTIVE?

 X YES NO

PREVENTION / ELIMINATION OF SLUM & BLIGHT

OBVIOUS BLIGHT:

1. ACTIVITY ON AN AREA BASIS:

- A. Meets State/Local Definition (attache co _____ (# of pages attached)
- B. Slum/Blight Designated Ordina _____ DATE: _____
- C. % of total Structures Non Relz _____

2. ACTIVITY ON A SPOT BASIS: LIST LOCATION (NOT LOCATED IN AN IDENTIFIED SLUM/BLIGHT AREA)

3. Activity on an Urban Renewal Ar (LIST LOCATION)

DOES THE PROPOSED PROJECT MEET THE REQUIREMENTS FOR SLUM & BLIGHT NATIONAL OJECTIVE?

 YES X NO

*****FOR UCP STAFF USE ONLY*****

MEETS AN URGENT NEED (ACT OF NATURE)

CERTIFICATION OF SERIOUS / IMMEDIATE THREAT:

DATE OF OCCURANCE: _____

DOCUMENTATION OF DENIAL OF RESOURCES FOR OTHER APPROPRIATE SOURCES:

DOES THE PROPOSED PROJECT MEET AN URGENT NEED NATIONAL OBJECTIVE?

_____ **X** _____ **YES** _____ **NO**

ELIGIBILITY CERTIFICATION

MEETS ALL REQUIREMENTS OF A NATIONAL OBJECTIVE

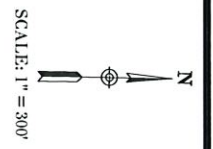
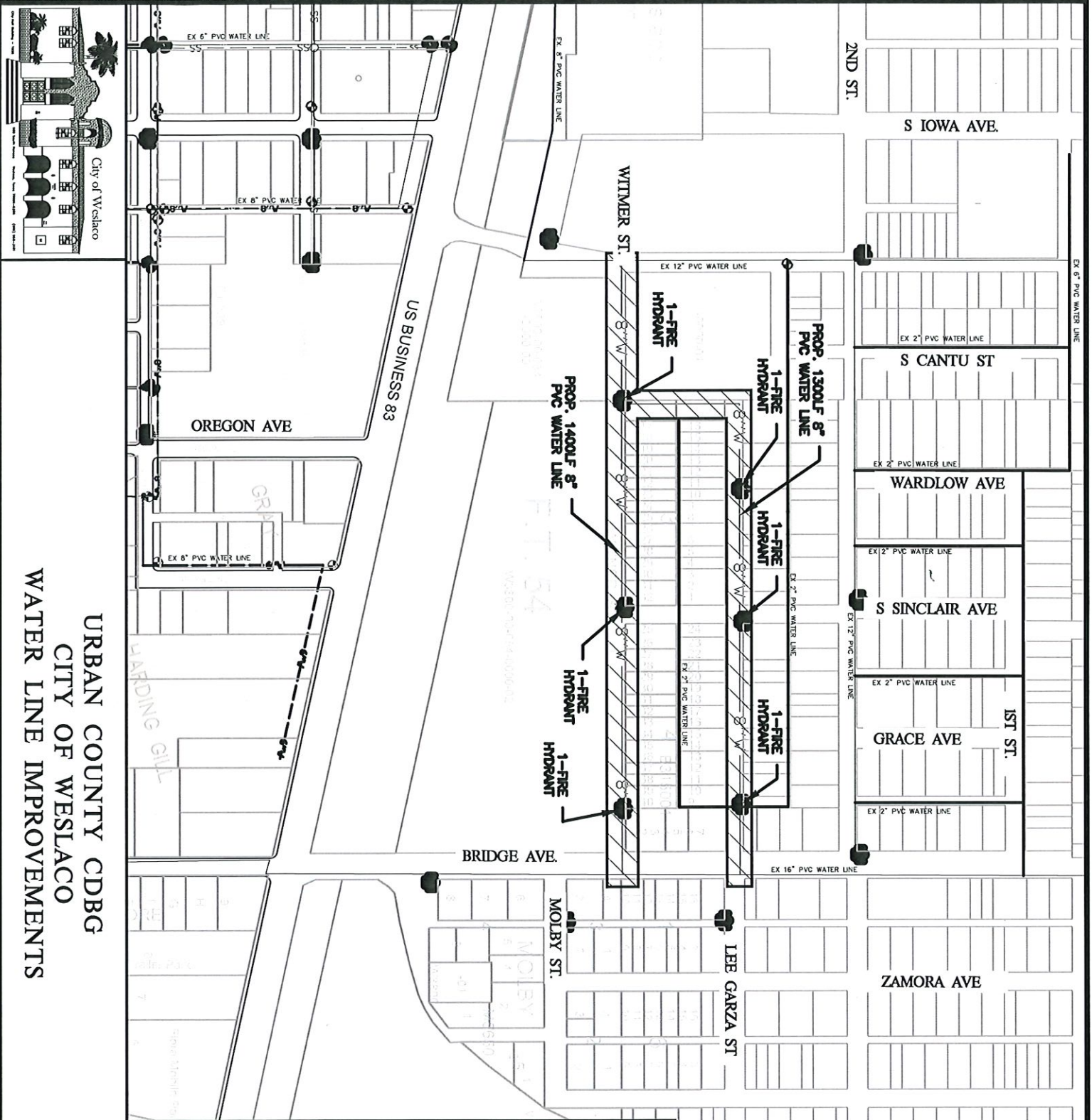
Sandra Regalado

URBAN COUNTY PROGRAM COORDINATOR

1/29/2020

DATE





SHEET QUANTITIES

ITEM	UNIT	QTY
8" WATER LINE	LF	2700
FIRE HYDRANT ASSY.	EA	6

This document is released for the purpose of preliminary review only it is not to be used for bidding, construction, or permit purposes.

LEGEND

EXISTING	PROPOSED
— W —	— W —
	WATER LINE

URBAN COUNTY CDBG
CITY OF WESLACO
WATER LINE IMPROVEMENTS







RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS ADOPTING THE 2020 WORK PLAN AND BUDGET FOR YEAR THIRTY-THIRD (33) URBAN COUNTY PROGRAM

WHEREAS, the City of Weslaco is participating in the Urban County Program; and

WHEREAS, the City of Weslaco conducted a Public Hearing on Tuesday, October 15, 2019 at 6:00 P.M. at the Weslaco City Hall to solicit public input on community needs in compliance with CDBG requirements;

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

The Urban County work plan and budget for Year Thirty-third (33) 2020 is hereby adopted as follows:

Year 33

<u>PROGRAM ACTIVITY</u>	<u>BUDGET</u>
General Administration	\$ 3,000.00
Senior Services	5,000.00
Water/Sewer Improvements	<u>277,782.00</u>
TOTAL	<u>\$285,782.00</u>

PASSED, APPROVED AND ADOPTED THIS THE 18TH DAY OF FEBRUARY, 2020.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 18, 2020		Agenda Item No. (to be assigned by CSO): 2019-2839	
From: Andrew Muñoz			
Subject: Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: City staff received city commission authorization to solicit qualifications for engineering/architectural design services for a new fire station and police station with municipal/judicial court. Qualifications were advertised for thirty (30) consecutive days on the city website and locally in the Advance News. Qualifications were due on December 19, 2019 at 3 pm. The city received 11 responses. Proposals received from: Martinez, Boultinghouse, Milnet, The Warren Group, Alvarado, Gignac, Negrete & Kolar, ERO, Megamorphosis, ARKIIForm, and EGV. Staff (City Manager, Asst. City Manager, Police Chief and Fire Chief) did review the proposals and has short listed the top four firms: Martinez, Boultinghouse, Milnet and Alvarado. All four firms have experience in designing Police and Fire Stations. Staff has attached the following matrix to be used in evaluating qualifications.			
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: November 20: Release Request for Qualifications (RFQ) November 20: First Advertisement of RFQ November 27: Second Advertisement of RFQ December 4: Pre-bid Conference at Purchasing Conference Room December 11: Requests for Clarifications Due December 19: Bids Due			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Andrew Muñoz		Created/Initiated Approved	

Mike Perez	New
City Manager Comments: Approve selection of an Architectural / Engineering Design firm.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Scoring Matrix RFQ 2019-20-07 Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court	
Responsibilities upon Approval: Negotiate a contract with the highest rated firm(s) and/or prepare the top four (4) firms for interviews should the commission select to interview firms.	

City of Weslaco - Fire, PD & Municipal Court
RFQ NO.: 2019-20-07

Criteria and Weight	Alvarado	ArkIIForm	Boultinghouse	EGV	ERO
A. Experience in Fire, Police and Municipal/Judicial Court projects by individuals who would be assigned to this project (maximum 20 points)	#				
B. A suitably sized staff to meet the peak phases of work (maximum 5 points)	#				
C. Project experience by firm and individuals with governmental entities (maximum 15 points)	#				
D. Experience by firm and individuals with Fire, Police and Municipal/Judicial Court design and construction (maximum 20 points)	#				
E. Demonstrable systems and processes in-house for insuring quality and timely performance on projects (maximum 5 points)	#				
F. Familiarity with current MEP certification processes (maximum 5 points)	#				
G. Understanding of City's needs and appropriateness of Team's approach to this project (maximum 10 points)	#				
H. Track record of meeting deadlines and working within a budget, (maximum 10 points)	#				
I. Applicability and quality of references (maximum 10 points)	#				
Total Points	0	0	0	0	0

Gignac	Martinez	Megamorphosis	Negrete & Kolar	Milnet	TWG
0	0	0	0	0	0