



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 19, 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, May 19, 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 behalf of Jamie Gonzalez to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No. 2, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.
- B. To solicit input on behalf of Melden & Hunt, Inc. to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district.

- C. To solicit input on behalf of Edna Salas to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district. Attachment

IV. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on
 - 1.) January 07, 2020;
 - 2.) January 21, 2020; and
 - 3.) Special Meeting of January 28, 2020. (Staffed by City Secretary Department.) Attachment.
- B. Authorization for application to the Patrick Leahy Bulletproof Vest Partnership (BVP) to purchase concealable body armor for officers for an amount not to exceed \$20,000 with a **50% MATCH REQUIRED** and **NO REOCCURRING COSTS** and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- C. Authorization for application to the Criminal Justice Division Coronavirus Emergency Supplemental Funding (CESF) Program Grant 4143201 in an amount not to exceed \$600,000.00 with **NO MATCH REQUIREMENT** and **NO REOCCURRING FEES** and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- D. Authorization to purchase a Two Camera ALPR Message Board trailer from Millenium Products Inc. through the GSA Advantage, a cooperative purchasing program using OPSG grant funding in an amount not to exceed \$49,120.00 with **NO MATCH REQUIRED** and a yearly reoccurring cost of \$525 per camera and authorize the Mayor to sign any related documents. (Staffed by Police Department.) Attachment
- E. Authorization to submit an application to the Texas State Library and Archives Commission CARES Grant program, accept funding of up to \$25,000 upon award, accept additional funding if awarded, and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment

V. OLD BUSINESS

- A. Discussion and approval to negotiate a contract with the lowest and most advantageous vendor to RFB #2019-20-01 Weslaco North Side Sports Complex and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item on May 05, 2020; Staffed by Airport.) Attachment
- B. Discussion and consideration to review status report of FY 2019-2020 Street Improvement Project List and approval of any possible changes and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item on May 05, 2020; Staffed by Public Works Department.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Jaime Gonzalez to approve Ordinance 2020-10 to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No. 2, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-10. Possible action. (This item requires three-fourths vote as a petition with 20% of the property owners has been received. Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc. to approve Ordinance 2020-11 to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-11. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration after public hearing on behalf of Edna Salas to approve Ordinance 2020-12 to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-12. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration for a six month extension of the Final Plat for Pleasantview Heights Subdivision– being a 20.33 acres out of Re- Subdivision of Lots 3 & 4, Rev M. Perez Dream Acres Subdivision, Weslaco, Hidalgo County, Texas located approximately 1500 ft. South of Interstate 2 along Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- E. Discussion and consideration for a six month extension of the Final Plat for Rangila Subdivision– being a 1.878 acres out of Farm Tracts 29, West Tract Subdivision Vol. 2, Weslaco, Hidalgo County, Texas located, approximately 1900 ft. North of West Frontage Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- F. Discussion and consideration on report on Sales Tax status for Fiscal Year 2019-2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- G. Discussion and consideration on amendment to the inter-local agreement between the City of Weslaco and County of Hidalgo Tax Office for the assessment and collection of property taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- H. Discussion and consideration on amendments and extension of May 19, 2020 Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- I. Discussion and consideration of contract award to ERO Architects for Engineering and Design Services for the new Fire and Police Station Projects in an amount not to exceed \$500,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- J. Discussion and consideration to ratify Purchase Order No. 20-3097 to contract Southern Trenchless Solutions, LLC. for emergency repair/pipe bursting of a sewer line located at N. Bridge Ave. & Victory St. in the amount of \$59,311.52 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- K. Discussion and consideration to award the purchase of Grapple Brush Truck, as specified on RFB No. 2019-20-12 to the vendor who offers the best value and most advantageous bid (as allowed in Local Government Code 252.043), and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- L. Discussion and consideration to award the purchase of a Utility Tractor, as specified on RFB No. 2019-20-13 to H & V Equipment for the best value and most advantageous bid in the amount not to exceed \$29,917.77 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Work Department.) Attachment

- M. Discussion and consideration to award the purchase of a Crew Cab Truck, as specified on RFB No. 2019-20-14 to the best value and most advantageous bidder, GUNN Chevrolet, in the amount not to exceed \$29,932.75 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- N. Discussion and consideration to select SWG Engineers and Cruz-Hogan Consultants to assist with Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant applications and subsequent design of two qualifying drainage improvement RDF Projects including Clecker-Heald and the Mayor Pablo Peña Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Attachment

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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. Personnel - Discussion on performance of Interim City Secretary Norma A. Cantu as authorized by §551.074 of the Texas Government Code.

- C. Real Property - Discussion with City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue as authorized by §551.072 of the Texas Local Government Code.
- D. Pending Litigation - Annual Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code.
- E. Contract Negotiations - Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.
- F. 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.
- G. Economic Development Corporation - Discussion and possible action relating to amendment to Project Dock Agreement as authorized by §551.087 of the Texas Government Code.
- H. Attorney Consultation - Saltillo Development v. City of Weslaco as authorized by §551.071 of the Texas Government Code.

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 15th day of May, 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/ Norma A. Cantu, Interim City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 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: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3207	
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):			
Molly Vallejo Aida Vega Mike Perez		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Father Francisco J. Solis from St. Joan of Arc Catholic Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & 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: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3260
From: Rebekah De La Fuente		
Subject: To solicit input on behalf of Jamie Gonzalez to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No. 2, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Twenty-four (24) property owners within 200 feet of the applicant's property were notified by letter on April 24, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on April 20, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request on May 6, 2020		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approved.		
Staff Recommendation: staff recommends approval based on the 2040 Land Use Map.		
Attachments, if any:		
Responsibilities upon Approval: Staff will advise applicant		



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3261	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Melden & Hunt, Inc. to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district.			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary and highway business district. Twenty-four (24) property owners within 200 feet of the applicant's property were notified by letter on April 24, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on April 20, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request on May 6, 2020			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval based on the 2040 Land Use Map			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3262
From: Rebekah De La Fuente		
Subject: To solicit input on behalf of Edna Salas to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Five (5) property owners within 200 feet of the applicant's property were notified by letter on April 24, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on April 20, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request on May 6, 2020		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval based on the 2040 Land Use Map.		
Attachments, if any: O2020-12 920 Dolores Huerta- Ordinance (2)		
Responsibilities upon Approval: Staff will advise applicant.		

ORDINANCE NO. 2020-12

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 920 DOLORES HUERTA ALSO BEING .70 ACRES OUT OF FARM TRACT 31, BLK 143, WEST TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to B-1 Neighborhood business district being 920 Dolores Huerta also being .70 acres out of farm tract 31, BLK 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of May 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3212	
From:			
Subject: Approval of the Minutes of the Regular Meeting on 1.) January 07, 2020; 2.) January 21, 2020; and 3.) Special Meeting of January 28, 2020. (Staffed by City Secretary Department.) Attachment.			
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):			
Molly Vallejo Aida Vega Mike Perez		Created	
City Manager Comments: Approved			
Staff Recommendation:			
Attachments, if any: 200107 minutes, 20-01-21 minutes, 20-01-28 minutes			
Responsibilities upon Approval:			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 7, 2020**

On Tuesday, January 7, 2020, at 5:34 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
ABSENT:	None.	
STAFF:	City Manager	Mike Perez
	City Secretary	Myra L. Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary; Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Jose Martin Vela, Information Technology Director; Robert Lopez, Asst. Police Chief, Jaime Hernandez, Asst. Fire Chief, Pete Garcia, Public Works Director; Arnold Becho, Library Director; Rebekah de la Fuente, Planning and Code Enforcement Director, Rosa Huerta, Court Coordinator and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 3, 2020

B. Invocation.

Pastor Timothy Aguiar, Open Door Baptist Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. ROLL CALL.

Myra Ayala Garza, City Secretary, called the roll noting a quorum present.

II. PUBLIC COMMENTS

Sandra Reyna expressed her concerns on the traffic lights on Texas Blvd and 2nd Street. She would like for the City to install surveillance cameras to control citizens running red lights and prevent a major accident.

Gilbert Vasquez, attorney representative for Elva Alaniz (beauty salon owner of New Dimensions & Spa) spoke about item 4A. He is not in agreement with utility easement request from Vantage Bank.

Mark McCaleb presented an oil painting designed by Andrea Espinosa in celebration of Weslaco 100.

III. CONSENT AGENDA

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

A. Approval of the following:

- 1) Minutes of the regular meeting on December 3, 2019;
- 2) Minutes of the regular meeting on December 17, 2019. (Staffed by City Secretary Department.)

B. Approval on second and final reading of the following:

- 1) Approve Ordinance 2019-51 to rezone 1531 N. International Blvd. also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held December 17, 2019; staffed by Planning and Code Enforcement Department.)

C. Authorization to allow the Weslaco Police Department to accept a weapons (handguns) transfer from the Weslaco Independent School District. No additional paperwork or cost is required for the acceptance of the weapons and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco, Texas by and through the Weslaco Police Department and Office of the Inspector General for Shooting Range Use and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve consent agenda A through D as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IV. OLD BUSINESS

A. Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (This item was tabled November 19, remained tabled December 3 and no action on December 17, 2019; staffed by Planning and Code Enforcement Department.)

Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Commissioner Muñoz, seconded by Commissioner Rodriguez moved to remove the item off the table. The motion carried unanimously; Mayor Suarez was present and voting.

Rebekah de la Fuente stated that Vantage Bank is requesting conversion of the alley for a proposed expansion to their parking lot to the east. Staff is recommending denial due to opposition from property owners.

Humberto Garza with R. Gutierrez Engineering spoke about several options and ideas relating to the access of the alleyway by the salon owner and surrounding businesses.

Gilbert Vasquez, attorney representative for Elva Alaniz (New Dimension Salon owner) spoke about the improvements being proposed by Vantage Bank and the concerns it might interfere with future development.

Since all parties involved did not come into an agreement, Mayor asked for a motion to table this item. Commissioner Pedraza, seconded by Commissioner Rodriguez motioned to table this item. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-44. Possible action. (This item was tabled October 15, 2019; remained tabled December 3 and no action December 17, 2019; staffed by Finance Department.)

Mayor Pro Tem Lopez, seconded by Commissioner Muñoz, moved to remove the item off the table. The motion carried unanimously; Mayor Suarez was present and voting.

Mike Perez, City Manager, recommended approval. The City Manager stated at the workshop recently held, staff presented a rate comparison of charges and proposed rate increase comparison for commercial accounts only; advised that Republic Services submitted their annual CPI adjustment of 3.71% that would have a negative impact to the commercial accounts. The recommendation is to approve Ordinance 2019-44 with a 4% rate increase to commercial accounts.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates

with a 4% increase to commercial accounts only as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration on Inter-local Agreement between City of Weslaco and Hidalgo and Cameron Counties Irrigation District No. Nine to grant Weslaco a license in, over and across the Weslaco designated ditches to access, maintain, operate, expand, and/or repair and authorize the Mayor to execute any related documents. Possible action. (There was no action on December 17, 2019; staffed by City Manager.)

Commissioner Kerr abstained from vote and discussion.

The City Manager stated no action was taken at the previous meeting to allow staff to meet with irrigation district.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve Inter-local Agreement between City of Weslaco and Hidalgo and Cameron Counties Irrigation District No. Nine to grant Weslaco a license in, over and across the Weslaco designated ditches to access, maintain, operate, expand, and/or repair. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

V. NEW BUSINESS

A. Discussion and reconsideration for the Final Plat for Citrus 674 Subdivision– being a 8.46 acre tract being a portion of Farm Tract 674, Blk 164, West Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast Corner of Border Ave and 18th St and authorize the Mayor to execute any related documents. Possible action (Staffed by Planning & Code Enforcement.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated the developer amended plat to reflect a twenty-one-foot access easement and providing a 27 feet access easement around fire hydrant. The front setbacks for lots 27-35 reduced to 35 feet (acceptable) with dedicated drainage area to the City. Developer is requiring the homeowner to pay a monthly fee to be reflected on the utility bill for maintenance of the drainage area. Staff recommended approval and compliance with the ordinance for drainage.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to approve the Final Plat for Citrus 674 Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to select a firm from the Request for Qualifications #2019-20-04 for the Weslaco Mid Valley Airport Hangar Expansion and Infrastructure Development project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Farias and Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Andrew Muñoz, Airport Director/Asst. City Manager stated this is a federal grant awarded to the airport for hangar expansion and related infrastructure development. City advertised for 30 days and received responses/proposals from five (5) firms being KSA, Halff, Architecture Design Management Group, Ark Form and Negrete & Kolar.

Commissioner Pedraza withdrew motion to select firms and enter motion to interview all five (5) firms, seconded by Mayor Pro Tem Lopez, moved to interview respondents as presented. The motion carried; Commissioner Farias and Commissioner Muñoz abstained; Mayor Suarez was present and voting.

C. Discussion and consideration on approval of Change Proposal 13 with Tri-Gen for construction of the entries leading into the City of Weslaco Park for access (outside property entrances) for the North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Andrew Muñoz reported on the entry ways project leading into the North Side Fire Station was scheduled to be done by city staff. However, staff recommends outside vendor to complete this project. Recommendation to have Tri-Gen or another vendor complete the entry ways project and not to exceed \$152,833.19.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve the Change Proposal 13 with Tri-Gen for construction of the entries leading into the City of Weslaco Park for access (outside property entrances) for the North Side Fire Station project as presented. The motion carried; Commissioner Muñoz abstained, Mayor Suarez was present and voting.

D. Discussion and consideration on approval of Change Proposal 14 with Tri-Gen to construct entries leading into the City of Weslaco Park for access (inside property drives) for the North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Andrew Muñoz stated this is another access project from property line leading up to the base from the Fire Station. Due to Staff's paving schedule, recommendation that Tri-Gen complete the project not to exceed \$130,703.33

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve the Change Proposal 14 with Tri-Gen to construct entries leading into the City of Weslaco Park for access (inside property drives) for the North Side Fire Station Project as presented. The motion carried; Commissioner Muñoz abstained, Mayor Suarez was present and voting.

E. 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.)

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to table. The motion carried unanimously; Mayor Suarez was present and voting.

VI. REPORTS

A. Report by Weslaco Chamber of Commerce.

Barbara Jean Garza, CEO, went over advertising expenses for December; visitors for the month totaled 1,006 includes in and out-of-state; twelve facility reservations; Social Media Marketing Workshop scheduled for January 8; Texas Onion Festival date is March 28; working on holding another Job Fair in April; Christmas Parade successful; participated in Centennial Celebrations; fits collected for children and patients at Knapp Medical and the Holiday Lights Contest winners were Chick-fil-a and the Banda family from Weslaco. Thanked the Commission and City Manager for the ongoing support from the City.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, Executive Economic Development Director, reported the lighting project at the underpass at Texas to be completed January 6; working with prospects for expansion in Weslaco that include restaurant and retailer businesses; Alfresco held December 19 with 80 vendors; Christmas tree lighting December 4 well attended, and summary leads totaled 65.

C. Report by Inframark.

George Quilantan, Inframark, reported 154.73 million gallons of water treated for the month; centrifuge repairs being scheduled and no violations; North wastewater plant 63.02 million gallons water treated for the month; rotor bearing replaced and no violations; South Wastewater Plant treated 43.61 million gallons of water treated and solar panel completed and working well and Lift Station 5 located on Bridge Ave between 6th and 8th Street new pump installed.

D. Report by Public Works.

Pete Garcia, Public Works Director, reported on alleyways improvement West of Texas Blvd to completed next week and begin end of January the alleyways North of Business 83; striping of roadways ongoing; continuing with mowing and maintenance of ditches. Marcelo Cosme, Water/Wastewater Operations Supervisor, reported on the manhole rehabilitation consisted of 32 manholes and will be seeking approval to move forward with pipe busting repairs on Pike Blvd.

VII. EXECUTIVE SESSION

At 7:15 p.m. Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:54 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.

No action.

C. Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

No action.

D. 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 §551.072 of the Texas Local Government Code.

Commissioner Rodriguez, seconded by Commissioner Farias, moved to authorize the Mayor, Commissioner Pedraza and City Manager to proceed with negotiations with the property owner as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

E. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 29.08 acre of land consisting of 15.24 acres out of Farm Tract 705 and 13.84 acres out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.

No action.

F. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 0.87 acre tract of land out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.

No action.

G. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Crazy as authorized by §551.087 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to proceed with incentives program for Project Crazy as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Legal Consultation - Consultation with City Attorney on potential lawsuit regarding claim under Texas Unemployment Compensation Act by Gloria Oliva as authorized by Section §551.071 of the Texas Government Code.

No action.

I. Legal Consultation - Seek City Attorney opinion on Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement between Inframark, LLC and the City of Weslaco, Texas dated September 4, 2015 as authorized by §551.071 of the Texas Government Code.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to authorize the City Attorney demand the Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement between Inframark and City be amended to include language for a no clause termination with a 90-day notice as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

J. Legal Consultation - Consultation with City Attorney regarding potential litigation relating to termination of Police Officer Anne Lugo as authorized by Section §551.071 of the Texas Government Code.

No action.

Commissioner Rodriguez abstained from vote and discussion and filed a conflict disclosure statement.

IX. ADJOURNMENT

Commissioner Farias, seconded by Commissioner Muñoz, moved to adjourn the January 7, 2020 meeting at 7:12 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 21, 2020**

On Tuesday, January 21, 2020, at 5:33 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
ABSENT:	Commissioner	J.P. Rodriguez
STAFF:	City Manager	Mike Perez
	City Secretary	Myra L. Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary; Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Jose Martin Vela, Information Technology Director; Robert Lopez, Assistant Police Chief, Antonio Lopez, Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Arnold Becho, Library Director; Rebekah de la Fuente, Planning and Code Enforcement Director, Rosa Huerta, Court Coordinator and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 17, 2020.

B. Invocation.

Pastor Tom Murry, First Episcopal Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Recognition of the Finance Department's award from the Government Finance Officers Association (GFOA).

E. ROLL CALL.

Myra Ayala Garza, City Secretary, called the roll noting the absence of Commissioner Rodriguez quorum present

II. PUBLIC COMMENTS

Edna Salas voiced concerns and objections to the Utility Policy Ordinance as applied to the Saltillo Plaza Subdivision where the developer is requesting property owners to pay a prorated fee to the developer for infrastructure stating the subdivision has been filed and recorded and city ordinances should be complied with.

John D. Pena, President of Weslaco Firefighters Association, requested consideration to table the item related to the VHS Harlingen Hospital Company (Valley Baptist Micro-Hospital) for ambulance transportation services citing union concerns of staffing and other issues the members would like to discuss with the City Manager.

Feliza Taylor, Taylor Construction, and Elva Alaniz voiced their concerns regarding agenda item VI A. relating to Vantage Bank's conversion of the alley. Ms. Taylor is requesting this item be table for further research on the improvements being proposed by the Bank.

III. PUBLIC HEARING

Commissioner Muñoz seconded by Mayor Pro Tem Lopez, moved to open the public hearing. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Tomasita Hernandez requesting a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A, also being Lot 27, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

There we no comments.

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

IV. CONSENT AGENDA

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

A. Approval on second and final reading of the following:

1) Approval on Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining

other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. (First reading held January 7, 2020; staffed by Finance Department.)

B. Approval of the purchase of a Certificate of Deposit from Lone Star National Bank in the amount of \$240,000.00 for a term of 12-months utilizing Booth Endowment Funds. (Staffed by the Library Department.)

C. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the U. S. Customs and Border Protection (U. S. Border Patrol) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Authorization and consideration to renew Clear for Law Enforcement Plus subscription for the Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the City of Mercedes Police Department (MPD) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval on Inter-local Agreement between City of Donna and Weslaco outlining terms and conditions for the use, maintenance and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS" for law enforcement dispatch services and authorize the Mayor to execute and any related documents. (Staffed by Police Department.)

G. Approval on Inter-local Agreement between the City of Donna and Weslaco for lease space at 1912 Joe Stephens for the use, maintenance and operation of the Mid-Valley Regional Communications Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval to authorize staff to solicit bids for CMT services and establish a rotation list for city wide projects. (Staffed by Engineering.)

I. Approval to authorize solicitation of bids for fuel services at Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve consent agenda items A through I as presented; Mayor Suarez requested item H be withheld. The motion carried unanimously; Mayor Suarez was present and voting.

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2020-01 appointing two board members on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Antonio Lopez, Fire Chief, stated the two members have expressed interest in continuing to serve and staff recommended consideration for re-appointment of Sergio Lozano, DDS, and Ted Walensky.

Commissioner Kerr seconded by Commissioner Pedraza, moved to approve Resolution 2020-01 re-appointing Sergio Lozano, DDS and Ted Walensky on the Ambulance Advisory Board. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2020-01

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE AMBULANCE ADVISORY BOARD.

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

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

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT two (2) board members are appointed to serve on the Ambulance Advisory Board.

PASSED AND APPROVED on this 21st day of January 2020.

NAME	TERM ENDING
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Ted Walensky	02/07/2022
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Sergio Lozano	02/16/2022
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VI. OLD BUSINESS

A. Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (This item was tabled November 19, remained tabled December 3; no action on December 17, 2019 and tabled January 7, 2020; staffed by Planning and Code Enforcement Department.)

Commissioner Kerr seconded by Commissioner Pedraza, moved to remove the item off the table. The motion carried unanimously; Mayor Suarez was present and voting.

Rebekah stated the layout that Vantage Bank has proposed complies and staff recommends approval.

Feliza Taylor and Elva Alaniz are not in agreement with the layout and state that it is not accurate and could be problematic for future development.

Humberto Garza, R. Gutierrez Engineering stated the Bank's layout was properly surveyed and added 10 ft to accommodate Elva Alaniz request for proper entrance to her business.

Commissioner Farias seconded by Commissioner Kerr, moved to approve Ordinance 2019-50 to convert the twenty-foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement nixing parking lot 30 & 31. The motion carried with Commissioner Muñoz abstaining; Mayor Suarez was present and voting.

B. 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. (This item was tabled January 7, 2020; staffed by City Manager.)

Commissioner Pedraza seconded by Mayor Pro Tem Lopez, moved to remove the item off the table. The motion carried with Commissioner Muñoz abstaining; Mayor Suarez was present and voting

Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Andrew Muñoz stated City received 11 proposals (Martinez, Boultinghouse, Milnet, The Warren Group, Alvarado, Gignac, Negrete & Kolar, ERO, Megamorphosis, ARKII Form and EGV) for engineering/architectural design services for the new fire station and police station with municipal/judicial court. The committee reviewed the proposals and came up with top five firms: Alvarado, Boultinghouse, Martinez, Milnet, Warren Group and with Gignac being a tie by one (1) vote.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve to select a firm for Request for Qualifications 2019-20-07 for Architectural / Engineering Design Services for New Fire Station and Police Station with Municipal / Judicial Court. The motion carried with Commissioner Muñoz abstaining; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Tomasita Hernandez to approve a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A, also being Lot 27, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated applicant is requesting to obtain a Conditional Use Permit to operate an event center. Thirty-two (32) property owners were notified by letter on December 27, 2019, within 200 feet of the applicants' property. Staff and P&Z are recommending approval.

Commissioner Pedraza seconded by Mayor Pro Tem Lopez moved to approve a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A as presented. The motion carried unanimously; Mayor Suarez was present and voting

B. Discussion and consideration for the Final Plat for San Pedro Subdivision – being 20-acre tract of land out of Farm Tract 647, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 2,964 ft. North of the Intersection of 18th and Milanos Road and authorize

the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated the proposed sixteen (16) lot subdivision outside the City limits will be serviced with water through City of Weslaco with an 8" waterline and sewer by OSSF. The property is within a Flood Zone "X". Developer will be required to enter into a development agreement for the waterline. Developer was granted a variance for OSSF. Staff and P&Z are recommending approval of the final plat for San Pedro Subdivision.

Commissioner Pedraza seconded by Mayor Pro Tem Lopez moved to approve the Final Plat for San Pedro Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting

C. Discussion and consideration for the Final Plat for San Jacinto Estates No10. Phase II Subdivision – being 13.49-acre tract of land out of Farm Tract 94, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately on the Northwest corner of Mile 10 North Road and Mile 4 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated the proposed forty-eight (48) lot subdivision outside the City limits. This subdivision is being served with water by NAWSC through an 8" waterline and sewer serviced by City of Weslaco through an 8" line. The property is within a Flood Zone "X". Developer was granted a variance for off-site drainage. Staff and P&Z are recommending approval of the final plat for San Jacinto Estates No. 10.

Commissioner Kerr, seconded by Commissioner Pedraza moved to approve the San Jacinto Estates No10. Phase II Subdivision on as presented. The motion carried unanimously; Mayor Suarez was present and voting

D. Discussion and consideration on Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Commissioner Muñoz, seconded by Commissioner Pedraza moved to approve to table the Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco as presented. The motion carried unanimously; Mayor Suarez was present and voting

E. Discussion and clarification of the Utility Policy Ordinance as codified under Article II Section 4 (5) (d) Utility Reimbursement Agreement Filing Deadline and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Muñoz, seconded by Commissioner Pedraza moved to table for review by City Attorney and City Manager. The motion carried unanimously; Mayor Suarez was present and voting

F. Discussion and consideration on Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Alim S. Ansari - Horizon Montessori Subdivision to allow fire protection for development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Rebekah De La Fuente stated that Horizon Montessori Elementary Campus has completed the conversion of their outdoor pavilion into an enclosed cafeteria and gym. As part of this improvement, it's required the installation of a fire hydrant and FDC line was completed. North Alamo Water Supply Corporation requires that an interlocal agreement be in place for these improvements. Staff is recommending approval.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Alim S. Ansari - Horizon Montessori Subdivision to allow fire protection as presented. The motion carried unanimously; Mayor Suarez was present and voting

G. Discussion and consideration to approve Resolution 2020-02 declaring intention to reimburse certain expenditures with Certificate of Obligation proceeds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director stated the city proposes a resolution to reimburse the cost associated with the undertaking of these projects.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve Resolution 2020-02 declaring intention to reimburse certain expenditures with Certificate of Obligation as presented. The motion carried unanimously; Mayor Suarez was present and voting

H. Discussion and consideration on agreement with Rolando L. Rios & Associates, PLLC for legal services regarding the US Census 2020 and redistricting the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Commissioner Farias abstained from vote and discussion and filed a conflict disclosure statement.

Mike R. Perez, City Manager stated the agreement with Rolando Rios will be to assist the City with the Census and Redistricting. Juan E. Gonzalez, City Attorney reported that Mr. Rios has experience in this area.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve agreement with Rolando L. Rios & Associates, PLLC for legal services regarding the US Census 2020 and redistricting the City of Weslaco as presented. The motion carried with Commissioner Farias abstaining; Mayor Suarez was present and voting.

I. Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements to the Rio Grande Valley Walk of Fame as part of BorderFest 2020 and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager.)

Mike R. Perez stated this is an annual selection process for new inductees to the Rio Grande Valley Walk of Fame.

Commissioner Farias, seconded by Commissioner Kerr moved to nominate Mark McCaleb as presented. The motion carried unanimously; Mayor Suarez was present and voting

J. Discussion and consideration on Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-01. Possible action. (Staffed by City Manager.)

Commissioner Pedraza, seconded by Commissioner Muñoz moved to approve Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) as presented. The motion carried unanimously; Mayor Suarez was present and voting

K. Discussion and consideration on Ordinance 2020-02 to order a Special Municipal Election for May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)

Commissioner Muñoz, seconded by Commissioner Farias moved to table this item. The motion carried unanimously; Mayor Suarez was present and voting

L. Discussion and consideration on the creation of an exploratory committee dedicated to planning the long-term goals of the Weslaco Library System and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)

Arnold Becho, Library Director stated he would like to engage the public and elected officials in planning the long-term goals for the future of the Library.

Mayor nominated Arnoldo Becho to be the facilitator and appointed Commissioner Farias and Muñoz to the Library Exploratory Committee.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve the creation of an exploratory committee dedicated to planning the long term goals of the Weslaco Library System as presented. The motion carried unanimously; Mayor Suarez was present and voting

M. Discussion and consideration of a Clinical Affiliation Agreement between Texas A&M Engineering Extension Service and the City of Weslaco Fire Department & EMS to provide students training and clinical experience in terms of patient assessment and related instruction for students of the School and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief stated the Clinical Affiliation with Texas A&M, the City and EMS is to provide students with training and clinical experience in terms of patient assessment and related instructions for students of the School in the clinical field.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve the Clinical Affiliation agreement between Texas A&M Engineering Extension Service and Weslaco Fire

Department & EMS as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration on Task Order No. 2 with H2O Partners Inc. for the Hazard Mitigation Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Muñoz, Airport Director/Asst. City Manager stated as part of FEMA and TDEM grant fund requirement, each entity must have an approved Hazard Mitigation Plan. City Commission selected H2O to apply for grant applications and development since the City does have a hazard mitigation plan. Staff is recommending an amount not to exceed \$80,000 for Task Order 2 with H2O Partners.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve Task Order No. 2 with H2O Partners Inc. for the Hazard Mitigation Plan as presented. The motion carried unanimously; Mayor Suarez was present and voting

O. Discussion and consideration on interview and selection from the Request for Qualifications 2019-20-04 for Architectural/Engineering Design Services for the Mid-Valley Airport Hanger Expansion and Infrastructure Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Muñoz and Commissioner Farias abstained from vote and discussion and filed a conflict disclosure statement.

The City Manager stated the firms had drawn numbers to determine order of presentation; those firms not presenting would exit the room until called. Presentations would be limited to 15 minutes, including questions.

David Negrete, Kolar & Negrete, introduced his company who has more than 36 years of experience working on projects such as development of airports and transportation and meet the vision goals of the City. They have offices in Edinburg and Austin making them accessible to city staff and key stakeholders.

Craig H. Phipps, Vice President, KSA Engineers stated his firm specializes in aviation and is a Texas based engineering and planning architectural firm. They've worked with the City's Airport on drainage improvements. They have a strong local team office and have worked on 50 hangar projects.

Charlie Garcia III, ARKII Form, introduced his staff and the level of expertise that makes up the core of his team members. They have experience in aviation and worked with public sector entities in the South Texas region. They also introduced Mike Stanton of McAllen who owns four (4) hangars in McAllen and has many years of experience in aviation.

Jeff Fleming, ADM Group, stated his company has great depth of experience in aviation and infrastructure. They strive on quality assurance / quality control and most important keeping great communication with key staff personnel.

Trey Murray, Halff Associates, Operations Manager gave a brief history of his company and introduced Miles Bullion who would be the Project Manager if awarded the project. Miles Bullion reported on his teams' experience with airport hangars. They are a local company and understands the needs of City of Weslaco.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve to select the firm Halff Associates as the Architectural Engineering/Design Services as presented. The motion carried with Commissioner Muñoz and Commissioner Farias abstaining; Mayor Suarez was present and voting

P. Discussion and consideration on agreement from Brannan Paving Company, LTD, to allow stockpile rock on city property located at 301 S. Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director reported that TxDOT will be working on street improvements projects and has asked the City to allow Brannan Paving Company to stockpile rock at city property located at 301 S. Bridge. Once the road improvements are completed, Brannan Paving Company will clean the stockpile rock area.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve, with added verbiage from City Attorney, the agreement with Brannan Paving Company, LTD, to allow stockpile rock on city property located at 301 S. Bridge as presented. The motion carried unanimously; Mayor Suarez was present and voting

Q. Discussion and consideration to contract Southern Trenchless Solutions, LLC., BuyBoard vendor contract no. 555-18, for pipe bursting repairs of a sewer line located on Pike Boulevard from Dolores Huerta to Utah Avenue, in the amount of \$79,480.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion and filed a conflict disclosure statement.

Pete Garcia stated the sewer line between Dolores Huerta and Utah Avenue is in very bad shape and is in need of pipe bursting. Staff is recommending BuyBoard vendor Southern Trenchless Solutions, LLC to perform the work in the amount of \$79,480.00.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve contract with Southern Trenchless Solutions, LLC., BuyBoard vendor contract no. 555-18, for pipe bursting repairs of a sewer line located on Pike Boulevard from Dolores Huerta to Utah Avenue, in the amount of \$79,480.00 as presented. The motion carried with Commissioner Farias abstaining; Mayor Suarez was present and voting

VIII. EXECUTIVE SESSION

At 8:37 p.m. Commissioner Kerr seconded by Mayor Pro Tem Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 9:19 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.

No action.

C. Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

No action.

D. Legal Consultation - Consultation with City Attorney on potential lawsuit regarding claim under Texas Unemployment Compensation Act by Gloria Oliva as authorized by Section §551.071 of the Texas Government Code.

No action.

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 §551.072 of the Texas Local Government Code.

Commissioner Muñoz, second by Mayor Pro Tem Lopez, moved to approve to proceed as discussed in Executive Session. The motion carried unanimously Mayor Suarez was present and voting.

F. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 29.08 acre of land consisting of 15.24 acres out of Farm Tract 705 and 13.84 acres out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.

No action.

G. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 0.87-acre tract of land out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.

No action.

H. Real Property– Consultation with City Attorney on the sale of real property legally described as Lot 4, Block 143, West Tract Subdivision located in the 2400 Block of N. Texas Boulevard as authorized by §551.072 of the Texas Local Government Code.

No action.

X. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to adjourn the January 21, 2020 meeting at 9:20 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

ABSENT
COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



**MINUTES
SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 28, 2020**

On Tuesday, January 28, 2020, at 5:33 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
	Commissioner	Adrian Farias

ABSENT: None.

STAFF:	City Manager	Mike Perez
	City Secretary	Myra L. Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Vidal Roman, Finance Director, Jose Martin Vela, Information Technology Director; Joel Rivera, Police Chief, Chris Sanchez, Fire Marshall, and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Wednesday, January 22, 2020.

B. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Myra L. Ayala Garza, City Secretary, called the roll, noting perfect attendance.

II. PUBLIC COMMENTS

Lazaro Cardenas Jr. expressed his concerns on citizens' ability to vote in Weslaco elections. He is not in favor of Single Member Districts and feels citizens should have a right to vote at large in every city election.

III. NEW BUSINESS

A. Discussion and consideration on Ordinance 2020-02 to order a Special Municipal Election for May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-02. Possible action. (This item was tabled January 21, 2020; staffed by City Secretary Department.)

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to remove the item off the table. The motion carried unanimously; Mayor Suarez was present and voting.

Mike R. Perez, City Manager, reviewed the documents on the proposed Charter Amendments. Juan E. Gonzalez, City Attorney, recommended that each proposition be reviewed item by item for clarification purposes and motioned for approval separately.

Commissioner Muñoz motioned, seconded by Commissioner Kerr to approve Proposition A as discussed (four (4) single member districts and two (2) at large) to place on ballot as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Muñoz, motioned, seconded by Mayor Pro Tem Lopez to approve Proposition B as discussed (extending 3 years to 4 year terms) and place on ballot as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Muñoz, motion, seconded by Commissioner Kerr to approve Proposition C as discussed (Mayor and City Commission should be limited to 12 consecutive years) to place on ballot as presented. The motion carried with Mayor Pro Tem Lopez opposed; Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Commissioner Kerr, seconded by Commissioner Muñoz, moved to adjourn the January 28, 2020 special meeting at 5:56 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose "J.P." Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3251	
From: Joel Rivera			
Subject: Authorization for application to the Patrick Leahy Bulletproof Vest Partnership (BVP) to purchase concealable body armor for officers for an amount not to exceed \$20,000 with a 50% MATCH REQUIRED and NO REOCCURRING COSTS and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$467 million in federal funds for the purchase of over one million vests (1,395,976) as of February 2020. BVP covers 50% of the vests purchased. For 2020-2021 year it is anticipated that WPD will replace 18 vests. Cost of the City of Weslaco is only \$10,000.00			
Funding Source (budget code, if applicable): BVP			
Amount: \$10,000.00	Term of Impact: 24	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment			
If item previously considered, provide date and action by Commission: BVP approved back in 2018.			
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: Approved.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Patrick Leahy Bulletproof Vest Partnership _ Overview _ Office of Justice Programs			
Responsibilities upon Approval: Police will manage grant and finance will verify expenditures.			



An official website of the United States government, Department of Justice.

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Menu

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Patrick Leahy Bulletproof Vest Partnership

Notice: Critical Program Information (Click here.)

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$467 million in federal funds for the purchase of over one million vests (1,395,976) as of February 2020.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2020 BVP application funding period. **Applications for FY 2020 BVP funds will be accepted beginning April 23, 2020. All applications must be submitted online by 6:00 pm (Eastern Time), June 8, 2020.**

NEW: The Fiscal Year 2019 BVP awards have been announced. See the complete list of [FY 2019 BVP awards](#).

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement- Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to 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 requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, 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.

In addition, a certification section has been added to the 2019 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

[NEW! UPDATED Mandatory Wear FAQs](#)

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a

written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

NIJ Advisory and Safety Notices

[Current National Institute of Justice Body Armor Standard 0101.06](#)

[NIJ Certification Mark](#)

[NIJ Body Armor Standard 0101.06 Vest List](#)

[NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)

1-16-20: NIJ Advisory Notice:

- [Survival Armor, Inc model TKU-FEM-IIIA](#)

1-7-20: NIJ Safety Notice:

- [Hesco Armor, Inc., model 3610](#)

6-18-19: NIJ Advisory Notice:

- [Power Hit S.A. de C.V. model – PHXP](#)

6-3-19: NIJ Advisory Notice:

- [Hesco model - 3610](#)

3-25-19: NIJ Advisory Notice

- [Arsenal Industries Panama Inc. model – GR-102](#)

2-27-19: NIJ Advisory Notice

- [Craig International Ballistics, model CIB-XP-IIIA](#)

12-10-18: NIJ Advisory Notice

- [NIJ Advisory Notice Hardwire, LLC model – HW-LWP-III](#)

11-29-18: NIJ Safety Notice #01-2018:

- [Pacific Safety Products Ballistic Body Armor Model GPAII-2-F4 \(November 29, 2018\)](#)

5-17-16: NIJ Safety Notice #1-2016

- [Pacific Safety Products model – GPBII-3-F2 \(May 17, 2016\)](#)

5-5-17: NIJ Safety Notice

- [Angel Armor Ballistic Body Armor Model Rise, Premium, Female, II](#)

10-13-15: NIJ Safety Notice

- [Paraclete model – LXIIIA-1](#)
- [Gall's model – LXIIIA-1](#)
- [PACA model – LXIIIA-1](#)
- [Protective Products model – LXIIIA-1](#)
- [Point Blank Body Armor model – LXIIIA-1](#)
- [Paraclete model – LXIIIAF-1](#)
- [Gall's model – LXIIIAF-1](#)
- [PACA model – LXIIIAF-1](#)
- [Protective Products model – LXIIIAF-1](#)
- [Point Blank Body Armor model – LXIIIAF-1](#)

Body Armor Labels: When In Doubt Check It Out ([Click here for additional information](#))

[Closed NIJ Advisory Notices and Safety Notices](#)

Previous National Institute of Justice Body Armor Alerts

2-25-16: NIJ Advisory Notice

- [PACA model – CIIIA-2](#)
- [Galls model – CIIIA-2](#)
- [Point Blank Enterprises model – CIIIA-2](#)

9-15-15: NIJ Advisory Notice

- [U.S. Armor Corporation model - 5226](#)

8-27-15: NIJ Advisory Notice

- [Central Lake Express model - SERFG-B-II](#)

10-24-13: NIJ Advisory Notice

- [Safariland, LLC Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [American Body Armor Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [Second Chance Models BA-2000S-HP02F](#)

6-28-13: NIJ Advisory Notice

- [Safariland, model 2220-1](#)

6-13-13: NIJ Advisory Notice

- [Pacific Safety Products Inc. Ballistic Body Armor Model 06UG2A8H](#)

4-17-13: NIJ Safety Notice

- [Point Blank Body Armor, model CB-S2-BII](#)
- [Point Blank Body Armor, model CB-S3-BIIIA-2](#)

[Body Armor Safety Initiative Archive](#)

****All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).**

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

Overview

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Body Armor Resources

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Latest Advisories

1-16-20: NIJ Advisory Notice: [Survival Armor, Inc model TKU-FEM-IIIA](#)

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Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3252	
From: Joel Rivera			
Subject: Authorization for application to the Criminal Justice Division Coronavirus Emergency Supplemental Funding (CESF) Program Grant 4143201 in an amount not to exceed \$600,000.00 with NO MATCH REQUIREMENT and NO REOCCURRING FEES 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 seek to prevent, prepare for, and respond to the coronavirus.			
Funding Source (budget code, if applicable): Coronavirus Grant			
Amount: \$600,000.00		Term of Impact: 12	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: Approved			
Staff Recommendation: Recommend Approval			
Attachments, if any: CV-CESF_Announce_amend w-FAQs-nc_PY21, Grant Coronavirus Resolution, Weslaco Coronavirus Grant #4143201 Resolution			
Responsibilities upon Approval: Police will manage grant and finance will submit FSRs via egrants.			



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***Coronavirus Emergency Supplemental Funding (CESF) Program, FY2020***

Purpose

The purpose of this announcement is to solicit applications for projects that seek to prevent, prepare for, and respond to the coronavirus.

Available Funding

Federal Funds are authorized under Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. CESF funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Texas expects to make approximately \$37.8 million available to local units of government through regionally based allocations using the Regional Councils of Governments boundaries. Please see the Appendix 1 - Regionally Based Allocations at the end of this announcement for more information.

Eligible Organizations

Applications may be submitted by Native American tribes and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

Note: Units of local government eligible for a direct award from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) should first seek funds directly through BJA. The list of local allocations for direct BJA awards to Texas jurisdictions can be found [here](#), and the federal solicitation is available [here](#). Applications are due to BJA by May 29, 2020.

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	04/15/2020
Online System Opening Date	04/15/2020
Final Date to Submit and Certify an Application	06/15/2020 at 5:00pm CST
Earliest Project Start Date	02/01/2020

***Applications will be reviewed and processed as they are received. PSO intends to issue awards in an expeditious manner and encourages applicants to submit prior to the deadline in order to receive notification of an award as soon as reasonable. ***

Project Period

Projects must begin on or after 02/01/2020 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

Funds must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in local and tribal jails and detention centers.

Examples of allowable costs include:

- Personnel Overtime (Peace Officer, Jailer, Correctional Officer, Medical, and other Essential Staff)
- Personnel Protective Equipment (PPE)
- Supplies (i.e. gloves, masks, sanitizer, disinfectant)
- Temporary Staff
- Medical care for inmates that have tested positive for COVID-19
- Any other costs associated with the implementation of the Centers for Disease Control and Prevention (CDC) [COVID-19 Guidance documents](#), specifically:

- [Interim Guidance on Management of Coronavirus Disease 2019 \(COVID-19\) in Correctional and Detention Facilities](#)
- [What Law Enforcement Personnel Need to Know about Coronavirus Disease 2019 \(COVID-19\)](#)
- [Interim Guidance for Emergency Medical Services \(EMS\) Systems and 911 Public Safety Answering Points \(PSAPs\) for COVID-19 in the United States](#)
- [Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#)

Eligibility Requirements

1. Entities receiving funds from PSO 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.

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.

2. 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.
3. 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) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, 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 Criminal Justice Division (CJD).
4. 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.

5. 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. Law enforcement equipment that is standard department issue; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement, to understand the overall demand for the program and to identify significant variations in costs per item. After this review, the Office of the Governor will determine if eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The PSO executive director will consider staff recommendations along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

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

Appendix 1 – Regionally Based Allocations

Texas is divided into 24 regions, each served by a voluntary organization of local governmental entities that coordinate programs and services to address needs that cross jurisdictional boundaries. PSO will use the allocations below as a guide when making funding decisions for applications within each region. Funds remaining within a regionally based allocation after all eligible applications have been selected for award from that region may be reallocated to other regions.

Please visit <https://txregionalcouncil.org/regional-councils/> to determine which Council of Governments region your jurisdiction belongs to.

Region ID	Council of Governments Region	Allocation
100	Panhandle Regional Planning Commission	\$667,179
200	South Plains Association of Governments	\$808,781
300	Nortex Regional Planning Commission	\$303,721
400	North Central Texas Council of Governments	\$9,621,787
500	Ark-Tex Council of Governments	\$425,973
600	East Texas Council of Governments	\$1,208,554
700	West Central Texas Council of Governments	\$568,229
800	Rio Grande Council of Governments	\$1,081,360
900	Permian Basin Regional Planning Commission	\$560,201
1000	Concho Valley Council of Governments	\$208,130
1100	Heart of Texas Council of Governments	\$547,493
1200	Capital Area Council of Governments	\$2,787,712
1300	Brazos Valley Council of Governments	\$546,364
1400	Deep East Texas Council of Governments	\$520,349
1500	South East Texas Regional Planning Commission	\$683,216
1600	Houston-Galveston Area Council	\$10,128,457
1700	Golden Crescent Regional Planning Commission	\$346,150
1800	Alamo Area Council of Governments	\$3,053,904
1900	South Texas Development Council	\$497,798
2000	Coastal Bend Council of Governments	\$721,989
2100	Lower Rio Grande Valley Development Council	\$1,351,751
2200	Texoma Council of Governments	\$274,438
2300	Central Texas Council of Governments	\$555,328
2400	Middle Rio Grande Development Council	\$309,421
Total		\$37,778,284

Appendix 2 – Frequently Asked Questions (FAQs)

Application Questions

1. Do all fields within the eGrants application need to be completed by applicants?

Answer: Applicants need to do their due diligence in completing the application to the best of their ability. With that said, there are sections on the Narrative that would require minimal information.

2. Is the compliance date for the 90% CCH and UCR requirements for the CESF last August?

Answer: Yes.

3. The following requirement may be difficult to meet: “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.” Have any permits or waivers been made available for this requirement?

Answer: CJIS reporting is an important tool for maintaining public safety especially as it relates to information sharing and awareness regarding violent offenders. While the requirement to report data to DPS is not being waived, as far as grant funding decisions are concerned, PSO has broad discretion in implementing this eligibility requirement and would certainly take into consideration the burden COVID19 has placed on all Texas communities when it comes time to make funding decisions.

4. Will SAMs extension apply to this program? SAM registration: 60-day extensions to SAM.gov registrations with expiration dates between 3/19/2020 and 5/17/2020 will automatically be initiated in the federal SAM system by the federal government. This effort is expected to be completed by 3/28/2020.

Answer: Yes, however applicants must still provide within the eGrants application the expiration date noted in SAM.gov.

5. If a jurisdiction were to submit an application that the OOG deems ineligible, will that jurisdiction be allowed to submit another application?

Answer: Agencies should submit applications based on the parameters listed in the RFA. PSO will communicate directly with agencies to identify and fix any discrepancies found in their application.

6. Can the grant application be submitted by the County Judge’s office or does it have to come from the Sheriff’s office?

Answer: The application must be submitted by the city or county. The department/division that submits the application is at the discretion of the unit of local government.

Funding Distribution Questions

7. What role will COGs play in ensuring all jurisdictions within their regions have a fair shot at equitable distribution of the funds?

Answer: PSO will be coordinating closely with COGs prior to issuing awards to ensure a fair distribution of funds between all jurisdictions with their regions.

8. What factors will be used to distribute the funding fairly across a region?

Answer: PSO will be coordinating with the COGS to ensure funds are distributed evenly. PSO asks agencies to submit requests that are reasonable and are an accurate representation of true emergency needs.

9. Since the money was divided by region, will there be another “supplemental allocation” if money is leftover for a region?

Answer: PSO intends to re-allocate any remaining available balance until entirety of funds is expended. PSO is looking at multiple possibilities so cannot guarantee supplemental awards at this time.

Eligible Entity Questions

10. Are only local entities that are a taxing authority who also report UCR and NIBRS eligible to apply or are drainage districts, water districts, municipal utility districts, etc allowed to apply also?

Answer: Only cities and counties are eligible to apply.

11. Are university police departments eligible to apply for the CESF program?

Answer: No, only cities and counties are eligible to apply.

12. Can jurisdictions eligible for direct allocations from BJA’s CESF program funding also apply for funding from the state CESF program?

Answer: Yes. Per RFA, they must seek funds directly from BJA first and may be required to submit additional information related to their BJA application to mitigate any duplication of funds.

13. Are non-criminal justice entities allowed to apply for CESF monies administered by the PSO from the BJA to help “Public Safety Agencies”?

Answer: Only cities and counties are eligible to apply.

14. Are non-profits eligible to apply for this funding?

Answer: No, only cities and counties are eligible to apply.

- 15. The definition of eligible organizations in the RFA would include school districts, community college districts, and various other local governmental entities that levy taxes. Can PSO clarify which entities are eligible to apply for these funds?**

Answer: Only cities and counties are eligible to apply.

- 16. Since the Minimum threshold is set at \$10K, can all the eligible agencies within one county apply under a single application if the County is willing to take the lead?**

Answer: Yes.

- 17. Do the jurisdictions eligible for direct allocations from BJA apply through BJA? Are the only cities and counties eligible the ones listed on the BJA solicitation?**

Answer: Agencies eligible for a direct allocation must apply directly to BJA to receive those funds. Cities and counties not on the direct allocation list may apply through PSOs RFA.

Eligible Expense Questions

- 18. Does the 2/1/20 start date mean expenses incurred for overtime, purchase of PPE, etc. on or after 2/1/20 in response to COVID-19 are eligible under this program?**

Answer: Yes, retroactive expenses dating back to 2/1/20 are eligible.

- 19. Are subscriber units an eligible expenditure for equipment with this funding at the state level through PSO? BJA has determined subscriber units for equipment was an eligible expense for jurisdictions eligible to receive a direct allocation.**

Answer: No. PSO has multiple avenues that agencies can apply for radio interoperability funding. The priority of these funds is to help first responders cope with the immediate impact of the COVID19 pandemic. While BJA may have determined radios as eligible, PSO is targeting CESF funds towards emergency needs i.e. overtime, PPE, jail operations, medical supplies.

- 20. Are sheriff and jail staff salary increases and hazard pay in response to COVID-19 allowable costs under the CESF program? Is hazard pay an eligible expense for police departments?**

Answer: Yes. Prior to seeking reimbursement, the agency will need to develop/establish a policy outlining hazard/differential pay.

- 21. If funds are being requested to assist with personnel hazard pay and the jurisdiction's policies classify all hours worked during this time as hazard pay, can funds be used to cover all hours worked?**

Answer: Yes, but the agency will still be required to draw the connection between the hazard pay and the agency's response to COVID19.

22. Do public works personnel qualify as "other essential staff" under personnel overtime as an allowable cost?

Answer: Priority will go to first responders and jail operations. PSO will revisit that decision if funds are remaining at a later date.

23. The examples provided of what is eligible is all reimbursable by FEMA. What types of projects does the OOG envision funding?

Answer: PSO recognizes that there are multiple sources of federal funds available. Applicants will have to determine their agency needs and apply accordingly. Examples of allowable costs/activities are listed in the RFA.

24. Can this funding be used to upgrade vehicle fleets or purchase command centers? Will PSO stick to the definition of equipment as "including law enforcement and medical personal protective equipment?"

Answer: PSO has other avenues that agencies can apply for patrol vehicles and command centers. The priority of these funds is to help first responders cope with the immediate impact of the COVID19 pandemic. PSO is targeting CESF funds towards emergency needs i.e. overtime, PPE, jail operations, medical supplies.

25. The RFA states that "Equipment (including law enforcement and medical personal protective equipment)" is eligible. Does that mean the LE agency can procure PPE for the EMS and hospital staff within their jurisdiction?

Answer: Yes, this is eligible.

26. When purchasing PPE, will the grant application be scrutinized over the reasonability of costs. For example, N95 masks normally cost about \$1/mask but are currently going for as much as \$10/mask. If a jurisdiction finds masks for \$7/mask, will that cost be eligible for reimbursement?

Answer: PSO utilizes the 2 CFR 200 Cost Principles when reviewing grant applications which include reasonability of cost as a component. PSO will consider the increased current market value of items when applying this standard.

RESOLUTION No. _____

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, at the Weslaco Coronavirus Supplemental Funding Grant be operated for the 2020; and

WHEREAS, City of Weslaco agrees to provide applicable matching funds for the said project as required by the CV-Coronavirus Emergency Supplemental Funding Program grant application; and

WHEREAS, 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, 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 City of Weslaco approves submission of the grant application for the Weslaco Coronavirus Supplemental Funding Grant to the Office of the Governor.

Grant Number: 4143201

Passed and Approved this 5th day of April 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma Cantu, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO.2020-__

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Weslaco Coronavirus Supplemental Funding 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 CV-Coronavirus Emergency Supplemental Funding 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 CV-Coronavirus Emergency Supplemental Funding Program to the Office of the Governor.

Grant Number: **4143201**

Passed and Approved this 19th, day of May 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3276	
From: Joel Rivera			
Subject: Authorization to purchase a Two Camera ALPR Message Board trailer from Millenium Products Inc. through the GSA Advantage, a cooperative purchasing program using OPSG grant funding in an amount not to exceed \$49,120.00 with NO MATCH REQUIRED and a yearly reoccurring cost of \$525 per camera and authorize the Mayor to sign any related documents. (Staffed by Police Department.)			
Background: OPSG Governor's Office has authorize the purchase of an Automatic License Plate Reader. The trailer carries two ALPR cameras which captures license plate reads that can be used for detection of stolen plates, vehicles, monitor gang and drug activity, and/or involved in other crimes. The cameras have a reoccurring fee of \$525 per year for each camera.			
Funding Source (budget code, if applicable): OPSG Grant Funding			
Amount: \$49,120.00	Term of Impact:	Identified in Current Budget: No	
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: Approved			
Staff Recommendation:			
Attachments, if any: Vigilant Enterprise Service Agreement with City of Weslaco, ALPR Grant Summary			
Responsibilities upon Approval: Finance will submit FSRs. Police will manage grant progress reports.			



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 5th Day of May, 2020 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and Weslaco Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at City of Weslaco ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice,



civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the



Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a



commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.



XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

☐ Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)



- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule	
Tier	ILP Annual Fee
ILP Tier 1 (Option #2)	\$14,995.00
ILP Tier 2 (Option #2)	\$34,495.00
ILP Tier 3 (Option #2)	\$59,995.00
ILP Tier 4 (Option #2)	\$89,995.00
ILP Tier 5 (Options #2)	\$119,995.00
ILP Tier 6 (Option #2)	\$154,995.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)	
5,000 Images	\$750.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).



Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and



shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.



Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Affiliate Organization: City of Weslaco c/o Weslaco Police Department

Authorized Agent: Joel Rivera

Title: Chief of Police

Date: May 5, 2020

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		City of Weslaco	
Company / Agency Type:			
Address:	901 N. Airport Dr.		
	Weslaco, Texas 78599		
Primary Contact			
Name:	Robert E. Lopez		
Title:	Assistant Chief of Police	Phone:	956-451-8037
Email:	rlopez@weslacotx.gov		
Supervisor Information			
Name:	Joel Rivera		
Title:	Chief of Police	Phone:	956-968-8591 ext. 2000
Email:	Joel>Rivera@weslacotx.gov		
Financial Contact (Accounts Payable)			
Name:	Vidal Roman		
Title:	Finance Director	Phone:	956-968-3181 ext. 1200
Email:	vroman@weslacotx.gov		
Technical Support Contact # 1			
Name:	J.Martin Vela		
Title:	IT Director	Phone:	956-968-3181 ext. 1300
Email:	jvela@weslacotx.gov		
Technical Support Contact # 2			
Name:	Jonathan L. Gallegos		
Title:	IT Tech	Phone:	956-968-3181 ext. 1303
Email:	jgallegos@weslacotx.gov		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Item Description

ILP Bundle for Agencies of Up to 100 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- One (1) 3-Camera Mobile LPR System
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 5,000 images

ILP Bundle for Agencies of 101 to 200 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Two (2) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 20,000 images

ILP Bundle for Agencies of 201 to 500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Three (3) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 50,000 images

ILP Bundle for Agencies of 501 to 1,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 75,000 images

ILP Bundle for Agencies of 1,001 to 1,500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 100,000 images

ILP Bundle for Agencies of 1,501 to 2,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Five (5) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 200,000 images

Exhibit B: CJIS Requirements



Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

This should work. Let me know if you need anything else. DPS is on the account already so they contribute and receive reads as well and they can share directly with you.

How APLR cameras are used for Law Enforcement:

Police officers still cruise through motel and truck stop parking lots running license plate numbers to find stolen cars and wanted persons. And they still go to crime scenes the day after to write down license plate numbers of cars that may have routinely passed by and observed a crash or assault during their daily travels. And they conduct surveillance on suspect vehicles. [Automatic license plate readers](#) can transform those simple investigative tasks into force multipliers that generate information to solve – or even prevent – crimes yet to be committed.

The greatest boon to accessing vehicle license plate information since the marriage of radio and computer technology is the addition of optics to the formula. Rather than a dispatcher or police officer entering license plate alpha-numeric information into a computer terminal to access a database, a camera using optical character recognition (OCR) scanning does the gathering and entry of the plate number. Obviously, the speed and efficiency of automatic license plate readers (ALPR) adds tremendous utility to the information-gathering process.

According to a 2012 U.S. Department of Justice [report](#), ALPRs can capture nearly 2,000 plates per minutes at speeds up to 160 mph. Because of the variety of license plate configurations, angles of view, reflectivity and debris obstruction, the [technology](#) incorporates sophisticated optical character recognition software, high resolution digital cameras and infrared illumination.

REAL-TIME BENEFITS

The success of [Amber Alert](#), the system of getting as many eyes as possible watching for a wanted vehicle, is just a small illustration of how valuable efficient searching for vehicles used in criminal activity can be in stopping crimes and saving lives. ALPR technology multiples capacity for scanning license plates both on a mobile platform mounted on cars, and on stationary platforms such as parking lot entrances and freeway toll booths.

Detection of stolen plates, plates associated with wanted persons, or plates associated with vehicles used in other crimes can result in immediate law enforcement action to impound vehicles and apprehend suspects. Successful discovery of at-risk and missing persons is also a result of real-time plate analysis.

ARCHIVE BENEFITS

Some jurisdictions have limits on the time that ALPR-derived data can be retained; others do not allow the retention at all unless it is associated with a crime. Driven by privacy concerns, laws or policies requiring the purging of gathered data exist in some jurisdictions. These restrictions allow the real-time benefits of ALPRs, but fail to provide

the public with the crime-reducing benefit of historical data. Retaining ALPR data, along with the location coding of the places a license plate was recorded, can provide critical information for investigators.

Examining locations for the presences of suspects, particularly in multiple offenses with similar *modus operandi*, can link offenders with criminal events over time. Without the specificity required for a GPS surveillance warrant, investigators using ALPR data can track movement from one stationary reading to another to provide a strong indicator of a suspect's movement and whereabouts at a given time. Victim and witness information might also be gleaned from archived ALPR data.

Coordinating vehicle time and location information with other evidence, including suspect statements, cell phone data, and social media posts, can support alibis and refute false claims.

PREDICTIVE POLICING

Perhaps the most exciting use that proves the value of archived ALPR data is in the field of intelligence-led, predictive policing. ALPR results, triangulated with other statistical data, can reveal patterns of activity associated with criminal events that analysts can use to establish probabilities of crimes and their locations. Preventive measures, [community policing efforts](#) and investigative resources can then be concentrated on the most likely to be affected areas.

One medium-sized city in the southwest struggles with one of the highest auto theft rates in the nation. It has turned to ALPRs to help a regional task force focus resources on locating offenders. A detective assigned to the task force stated that knowing where a car is stolen and knowing where it is recovered is not as valuable as where the vehicle is used in between. In concert with the agency's crime analyst, the ALPR data is used to identify areas where stolen vehicles frequent often uncovering where known drug dealers, parolees and criminal actors live. This led to recognizing that a significant number of car thefts are related to trade and use by drug users in a temporary underground economy. The task force was then able to target resources to deal with both the thieves and the drug sellers that attract them.

Just like the satisfaction that comes from finding just the right piece when putting together a 1,000 piece jigsaw puzzle, ALPR data can fill the information gaps when constructing a crime-fighting strategy or solving a crime.



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3283	
From: Arnold Becho			
Subject: Authorization to submit an application to the Texas State Library and Archives Commission CARES Grant program, accept funding of up to \$25,000 upon award, accept additional funding if awarded, and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The TSLAC CARES Grant Program funds community needs identified by Texas libraries in areas of digital access and inclusion to include programs, training, and tools necessary to increase community access to vital digital technologies and services. Additionally, funds may be utilized for library initiatives that support prevention, preparation, and response to the COVID-19 emergency. This is a competitive grant and funds are limited. Institutions may apply for up to \$25,000 in funding for the first fiscal year. This reimbursement grant program will fund operating expenditures such as library supplies and materials, technology, furniture, and contractual services. All grant expenses must be designed to respond directly to the COVID-19 emergency. The Texas State Library and Archives Commission (TSLAC) will begin accepting grant applications on May 8, 2020. Applications will be assessed by community need, program purpose, budget, and sustainability. Communities will be asked to continue funding initiatives with recurring cost after August 2021. Deadline: Completed applications and all required documents must be submitted by 11:59 p.m. Central Time, Sunday, May 31, 2020.			
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: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	

Vidal Roman Mike Perez	New
City Manager Comments: Approved	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: memo - Request to participate in the TSLAC CARES Grant Program, 2020 LDN Application for TSLAC CARES Grant ENABLED FORM	
Responsibilities upon Approval: Library staff will need to submit application and solicit signatures as appropriate.	

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

May 8, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman
Fr: Arnoldo Becho, Library Director
Re: Authorization to participate in the TSLAC CARES Grant Program

The TSLAC CARES Grant Program funds community needs identified by Texas libraries in areas of digital access and inclusion to include programs, training, and tools necessary to increase community access to vital digital technologies and services. Additionally, funds may be utilized for library initiatives that support prevention, preparation, and response to the COVID-19 emergency. This is a competitive grant and funds are limited. Institutions may apply for up to \$25,000 in funding for the first fiscal year.

This reimbursement grant program will fund operating expenditures such as library supplies and materials, technology, furniture, and contractual services. All grant expenses must be designed to respond directly to the COVID-19 emergency.

The Texas State Library and Archives Commission (TSLAC) will begin accepting grant applications on May 8, 2020.

Applications will be assessed by community need, program purpose, budget, and sustainability. Communities will be asked to continue funding initiatives with recurring cost after August 2021. Deadline: Completed applications and all required documents must be submitted by 11:59 p.m. Central Time, Sunday, May 31, 2020.

The library recommends approval. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION

Application for TSLAC CARES Grant – Cycle 1



Name of Library

Project Manager

Phone Number

Email Address

Name of Legal Entity

DUNS #

TINS #

Grant Proposal:

1. **Needs Assessment** (50 points): Describe identified community needs arising from or highlighted by the COVID-19 emergency. *(Please limit answer to 5000 characters, including spaces.)*

2. **Grant Request** (25 points): Describe how your program or service can meet identified community need arising from or highlighted by the COVID-19 emergency. *(Please limit answer to 5000 characters, including spaces.)*

3. **Budget** (15 points): Please indicate what items the library will purchase, as well as a cost per unit, where indicated. If exact quantity and/or cost is unavailable, please provide an estimate. *(Please limit answer to 5000 characters, including spaces.)*

4. **Sustainability** (10 points): Describe the resources that will be used to support the program or service developed through the grant in the future. *(Please limit answer to 5000 characters, including spaces.)*

This grant program will fund expansion of digital access in areas of Texas where such access is lacking, including the purchase of internet-enabled devices and provisions for technical support services in response to the disruption of schooling and other community services during the COVID-19 emergency. Additionally, funding may be used to address efforts that prevent, prepare for, and respond to situations arising from the COVID-19 emergency.

Suggested supplies, materials, and services are listed below. This list is not exhaustive and is provided to aid your planning process. Provide a detailed budget indicating what items the library will purchase, as well as a cost per unit, where indicated. If exact quantity and/or cost information is unavailable, please provide an estimate.

a. *Supplies/Materials*

- Camera/video equipment/accessories
- Computers - network
- Computer hardware, software, and accessories
- Consumables (paper, toner, cleaning supplies, etc.)
- E-books/books related to program
- Furniture
- Mobile devices and related apps
- Printers/scanners
- Wi-Fi hotspots (including service through August 31, 2021)

b. *Services*

- Databases (dissimilar to TexShare or TexQuest offerings)
- Postage, printing, signage
- Software as a Service (SaaS)
- IT support (computer/web)
- Training - patrons and/or staff
- Venue fees (room rental, etc.)
- Contract temporary help
- Equipment rental
- Professional services (workshop speakers, graphic design, etc.)
- Promotion

c. *Indirect costs*

CERTIFICATION: I certify, to the best of my ability, that the statements made in this application are true, that the information provided is correct, and that I am authorized to enter into legally binding commitments on behalf of the applicant organization.

Name & Title

Signature

Date

Submit a completed application, application certification form, and CIPA form via e-mail or mail. By email, please send attention: TSLAC CARES Grant to grants@tsl.texas.gov or mail to:

TSLAC CARES Grant

Texas State Library and Archives Commission
 Library Development & Networking Division
 PO Box 12927
 Austin, TX 78701

If mailing the application, only submit one original packet. Do not staple or bind the packet. Total application packet is limited to the application certification form, the grant proposal, and the CIPA form.

BUDGET: TSLAC CARES Grant Program

Supplies/Materials

Quantity

Per Unit Cost

Total Line Item

Services

Indirect Costs

TOTAL AMOUNT REQUESTED

**Children's Internet Protection Act (CIPA)
Certification for Federally Funded
Texas State Library and Archives Commission (TSLAC)
Competitive Grants**

(April 21, 2020 - August 31, 2021)

As the duly authorized representative of the applicant/subrecipient, I hereby certify that the following is true for the proposed project submitted under the _____ grant program*:

(Select only **one** of the following options):

- ☐ The applicant/subrecipient public library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act (LSTA).
- ☐ The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant/subrecipient library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public elementary school or secondary school library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.
- ☐ The applicant/subrecipient is not a public library.

I further certify that **one** of the following is true:

- ☐ No LSTA funds from the grant award will be used by the subrecipient to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public elementary school or secondary school library served by the applicant/subrecipient; or,
- ☐ If any LSTA grant funds are used for such purposes, the subrecipient will obtain the appropriate certifications from libraries receiving such purchases or payments.

**One form must be completed for each grant program for which you are applying.*

Library Director

Printed Name

Date

Library Name

Grant Program



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3259
From:		
Subject: Discussion and approval to negotiate a contract with the lowest and most advantageous vendor to RFB #2019-20-01 Weslaco North Side Sports Complex and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item on May 05, 2020; Staffed by Airport.)		
Background: UPDATE: After speaking with the design team, it has been determined that the Scope would change significantly in order to reach the proposed budget. Staff is seeking authorization to reject all bids, begin the redesign and re-advertise the park project to meet project budget.		
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 bids have not gone before the Parks & Recreation Advisory Board.		
Molly Vallejo	Created/Initiated	
Andrew Muñoz	Approved	
Andrew Muñoz	Approved	
Mike Perez	New	
City Manager Comments: Receive opinion from City Attorney and possible re-bid.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Bid Sheet		
Responsibilities upon Approval:		



18.51 Weslaco North Side Park

TUESDAY, APRIL 28, 2020 10:00 AM
C.S.T.GIGNAC
ARCHITECTS
ARCHITECTURE CONSTRUCTION MANAGEMENT

GENERAL CONTRACTOR	D Wilson Construction Company	Holchemont	Gomez Construction, Inc.	RG Enterprises (G&G Contractors)	Tri-Gen	E-Con	NM Contracting
Bid Bond	✓	✓	✓	✓	✓	✓	✓
BASE BID	\$2,086,000	\$2,649,000	\$2,373,429	\$2,516,032	\$2,189,000	\$2,300,000	\$2,073,500
<u>CALENDAR DAYS</u> to complete BASE BID	183	150	250	270	240	280	210
ALTERNATE 1	\$204,000	\$306,000	\$237,260	\$210,675	\$230,000	\$211,000	\$247,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 1							
ALTERNATE 2	\$307,000	\$302,000	\$300,967.83	\$265,789	\$204,285	\$305,000	\$273,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 2							
ALTERNATE 3	\$40,000	\$42,000	\$32,087.41	\$134,111	\$38,300	\$30,000	\$41,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 3							
ALTERNATE 4	\$23,000	\$21,000	\$65,552.87	\$41,470	\$30,950	\$12,000	\$104,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 4							
ALTERNATE 5	\$8,000	\$10,000	\$16,360.30	\$9,826	\$44,600	\$5,000	\$31,500
<u>CALENDAR DAYS</u> to complete ALTERNATE 5							
ALTERNATE 6	\$504,000	\$504,000	\$684,903.16	\$470,400	\$489,000	\$690,000	\$501,500
<u>CALENDAR DAYS</u> to complete ALTERNATE 6							
ALTERNATE 7	\$68,000	\$35,000	\$72,011.27	\$64,337	\$90,000	\$60,000	\$67,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 7							
* Notes provided by Bidder							
TOTAL	\$3,240,000	\$3,869,000	\$3,782,572	\$3,712,640	\$3,316,135	\$3,613,000	\$3,338,500
Addenda							
1	✓	✓	✓	✓	✓	✓	✓
2	✓	✓	✓	✓	✓	✓	✓
3	✓	✓	✓	✓	✓	✓	✓
4	✓	✓	✓	✓	✓	✓	✓
5	✓	✓	✓	✓	✓	✓	✓



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3254	
From:			
Subject: Discussion and consideration to review status report of FY 2019-2020 Street Improvement Project List and approval of any possible changes and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item on May 05, 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):			
Molly Vallejo Pete Garcia Mike Perez		Created	
City Manager Comments: Discuss re-arranging street improvement list.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 19.20, Paving Exhibit			
Responsibilities upon Approval:			

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
 PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 2019/2020

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Linear Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$63.78	Caliche (Tons)	Cost \$13.00	MC30 Oil (Gal)	Cost \$5.25	Total Cost	Date of Completion
1	Texas Blvd. (Alleyways)	E. 2nd St.	E. 6th St.	Reconstruction	0.30	22,120	307	\$ 19,580.46	311	\$ 4,043.00	332	\$ 1,743.00	\$ 25,366.46	10/23/2019
2	Texas Blvd. (Alleyways)*	W. 2nd St.	W. 6th St.	Reconstruction	0.26	19,320	207	\$ 13,202.46	209	\$ 2,717.00	224	\$ 1,176.00	\$ 17,095.46	1/23/2020
3	Los Torritos St.	Texas Blvd.	Illinois Ave.	Reconstruction	0.12	21,350	297	\$ 18,942.66	599	\$ 7,787.00	214	\$ 1,123.50	\$ 27,853.16	3/11/2020
	Los Torritos St.- SECTION B	Illinois Ave.	Iowa Ave.	Reconstruction	0.07	12,960	180	\$ 11,480.40	364	\$ 4,732.00	130	\$ 682.50	\$ 16,894.90	3/11/2020
4	Pike Blvd.	Airport Dr.	Old Chamber Building	Reconstruction	0.05	10,140	141	\$ 8,992.98	284	\$ 3,692.00	101	\$ 530.25	\$ 13,215.23	2/24/2020
5	2nd Street	Airport Dr.	Padre Ave.	Overlay	0.18	36,100	501	\$ 31,953.78	0	\$ -	361	\$ 1,895.25	\$ 33,849.03	
6	2nd Street	Padre Ave.	Paseo Del Norte	Overlay	0.31	25,900	360	\$ 22,960.80	0	\$ -	259	\$ 1,359.75	\$ 24,320.55	
7	Iowa Ave.	8th St.	City Cemetery	Overlay	0.12	17,640	245	\$ 15,626.10	0	\$ -	176	\$ 924.00	\$ 16,550.10	3/19/2020
8	Huisache Ave.	Illinois Ave.	Iowa Ave.	Overlay	0.07	4,900	68	\$ 4,337.04	0	\$ -	49	\$ 257.25	\$ 4,594.29	3/19/2020
9	Louisiana Ave.	6th St.	7th St.	Reconstruction	0.12	17,220	239	\$ 15,243.42	483	\$ 6,279.00	172	\$ 903.00	\$ 22,425.42	4/15/2020
10	Republic St.	Pike Blvd.	Frontage Rd.	Overlay	0.18	35,335	491	\$ 31,315.98	0	\$ -	353	\$ 1,853.25	\$ 33,169.23	3/26/2020
11	Frost Proof Dr.	Texas Blvd.	Oklahoma Ave.	Reconstruction	0.24	35,980	500	\$ 31,890.00	1009	\$ 13,117.00	360	\$ 1,890.00	\$ 46,897.00	
12	Clifton St.	Padre Ave.	Nevada Ave.	Reconstruction	0.05	7,560	105	\$ 6,696.90	212	\$ 2,756.00	76	\$ 399.00	\$ 9,851.90	3/24/2020
13	Meadow Wood Dr.	Spicewood	Woodland	Overlay	0.11	16,800	233	\$ 14,860.74	0	\$ -	168	\$ 882.00	\$ 15,742.74	
14	Tanglewood Dr.	Spicewood	Woodland	Overlay	0.11	22,800	317	\$ 20,218.26	0	\$ -	228	\$ 1,197.00	\$ 21,415.26	
15	Vo-Tech	Sugarcane Dr.	Sugar Sweet	Reconstruction	0.24	48,450	673	\$ 42,923.94	906	\$ 11,778.00	485	\$ 2,546.25	\$ 57,248.19	
18	Vo-Tech	Joe Stephens Ave.	Pike Blvd.	Reconstruction	0.48	95,950	1333	\$ 85,018.74	2692	\$ 34,996.00	960	\$ 5,040.00	\$ 125,054.74	
19	Joe Stephens Ave.	Sugarcane Dr.	Vo-Tech Dr.	Overlay	0.88	176,206	2447	\$ 156,069.66	0	\$ -	1762	\$ 9,250.50	\$ 165,320.16	
20	Tierra Santa St.**	Texas Blvd.	Tierra Santa Gate Entrance	Reconstruction	0.03	9,632	134	\$ 8,546.52	0	\$ -	96	\$ 504.00	\$ 9,050.52	
21	Mile 2 1/2 West***	Frontage Rd.	Railroad Tracks	Reconstruction	0.26	29,920	416	\$ 26,532.48	420	\$ 5,460.00	449	\$ 2,357.25	\$ 34,349.73	
TOTALS:					4.18	666,283	9,194	\$ 586,393.32	7,489	\$ 97,357.00	6,955	\$ 36,513.75	\$ 720,264.07	

GRAND TOTAL: \$ 720,264.07

*Texas Blvd. (Alleyway) from W. 4th St. to W. 5th St. funded by EDC

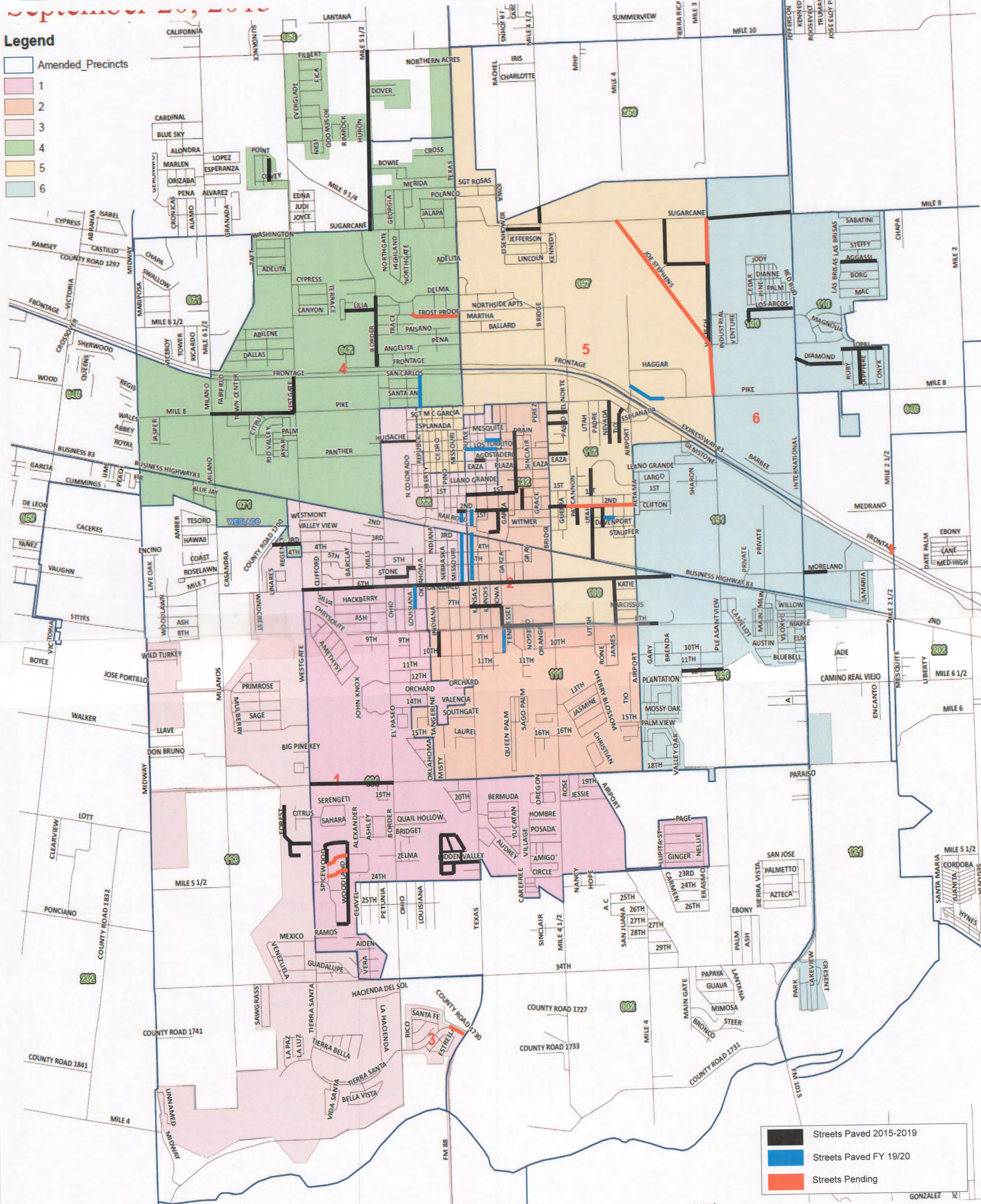
**Tierra Santa St.: Cost for reconstruction of two sections of street

***Mile 2 1/2 West is 50% owned by City of Mercedes

***** Currently working on project

Legend

- Amended_Precincts
- 1
- 2
- 3
- 4
- 5
- 6



- Streets Paved 2015-2019
- Streets Paved FY 19/20
- Streets Pending



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3263	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Jaime Gonzalez to approve Ordinance 2020-10 to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No. 2, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-10. Possible action. (This item requires three-fourths vote as a petition with 20% of the property owners has been received. Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Twenty-four (24) property owners within 200 feet of the applicant's property were notified by letter on April 24, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on April 20, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request on May 6, 2020			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval based on the 2040 Land Use Map.			
Attachments, if any: Petition, 1500 Katie St- Attachments, 1500 Katie Street- Aerial, O2020-10 1500 Katie- Ordinance (1)			

Responsibilities upon Approval:

Staff will advise applicant.

Fernando Osorio
(956) 684-8735
RECEIVED

To: Planning and Zoning Dept of The City Of Weslaco

MAY 05 2020

Planning &
Code Enforcement Dept.

This letter is in regarding the rezoning of the property on 1500 Katie st in Weslaco, Tx. We the residents of Katie st and Seventh st are against the rezoning of this property, and would like for this property to stay as a family residential property. Due to Covid-19 and most of the residents being elder And retired we have talked about this situation and are unable to assist the hearing on 05-06-2020. We have spoken with someone from the Planning Dept over the phone and they suggested we write this letter and have residents who are against this to sign, print, and write their physical address below.

We would like to thank you for your time

-
- ✓ 1) Maria Guadalupe Perez de Osorio Mi Guadalupe Osorio
1502 Katie St Weslaco TX 78596 - 956-998-2910
-
- ✓ 2) Maria Guim Maria Ginez 1508 Katie St ⁽⁹⁵⁶⁾ 373-4987
- ✓ 3) Therese Norma Vera 1507 E. Katie St - 680-0285
-
- 4) Felicitas Soriano Felicitas Soriano
1513 Katie St Weslaco, TX 78596 (956) 975-1795
-
- ✓ 5) David F. Brizuela
1505 E Katie St Weslaco TX 956-975-1454
-
- Matamoros
1503 Katie Pedro & Manuela - called 874-9291
-
-



APPLICATION FOR REZONING

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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned: James M Black NO.2 BLK 6

Lot 12 Block 6

Subdivision Name N/A

Street Address 1500 Katie St Weslaco TX

Existing Zoning Residential Existing Land Use Vacant

Proposed Zoning Commercial Proposed Land Use Business

- ☒ \$305.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Jaime Gonzalez Phone 956) 478-5743

Address 1301 Cedar St Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: gearheadsbarbershop@gmail.com

OWNER

Name Jaime Gonzalez Phone 956) 478-5743

Address 1301 Cedar St Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: gearheadsbarbershop@gmail.com

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); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature _____ Date _____
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published Date _____

Presented to P & Z Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

CITY OF WESLACO

956-968-3181

***** R E P R I N T R E C E I P T *****

REC#: 02606134 2/19/2020 11:43 AM

OPER: NV TERM: 039

REF#:

PAID BY:

TRAN: 204.0000 REZONING APPL FEE

1500 KATIE ST

JAIME GONZALEZ

101-400-1027

REZONING APPLICATIO 305.00CR

TENDERED: 400.00 CASH

APPLIED: 305.00-

CHANGE: 95.00

DISCRIPTION:

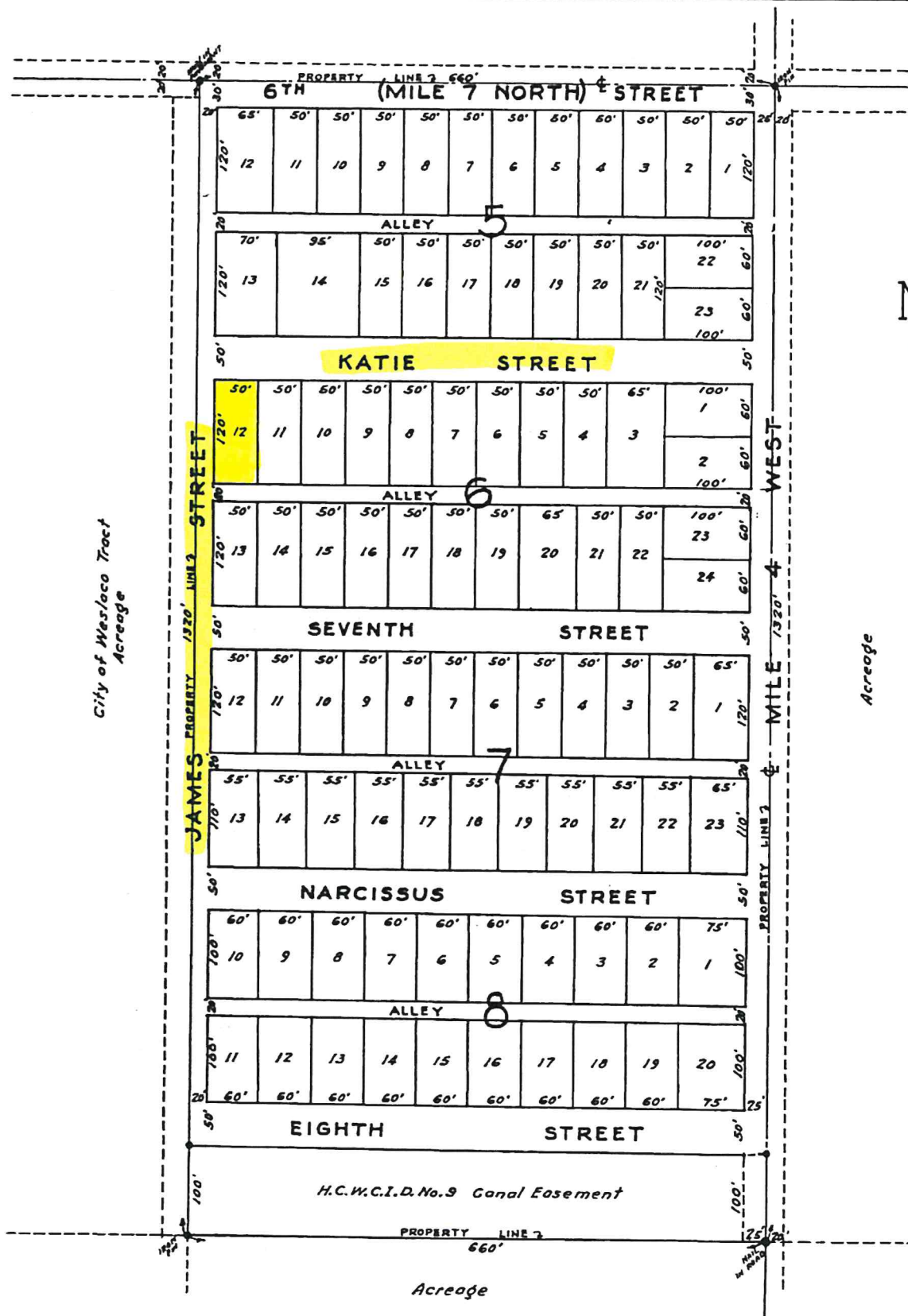
VACANT LOT

James M Black NO.2 BLOCK 6 LOT 12
CORNER LOT OF JAMES ST AND KATIE ST
ACROSS KNAPP MEDICAL CENTER

OUR VISION AND GOAL:

We plan on putting 3 permanent food trucks, that pass city inspection, while making a family environment place for people of Weslaco can enjoy a meal weather its lunch or dinner. We plan on making this small food park a very nice upscale park, nothing like the ones in Hidalgo or South Mcallen. Just on our patio that we plan on making we are looking to spend roughly around \$10,000, put some real nice restrooms for the people that will be dining in with us we got a quote around \$7,000 for restroom designs, and we will have around 13 parking spaces for people to park. Our vision is to give Weslaco more character in the food business and give Weslaco residence a chance to establish their own business and create more jobs here in Weslaco. We already have the 3 vendors that are ready to move their food trucks in, once city approves the commercial zoning in which 2 of the 3 food trailers have already passed inspection, 1 in the city of Mcallen and 1 in the city of Weslaco and the other is a brand new food truck with all the safety and is ready to pass inspection as well. We will have a variety of foods such as BBQ, TACOS, WINGS, HOTDOGS, DESSERTS, AGUAS FRESCAS, RASPAS for our city to enjoy. I hope you give us the opportunity to create jobs in Weslaco and help the local economy grow. I appreciate your time learning about our goal and vision, hopefully Weslaco will jump on board and help us make Weslaco even better!

Jaime Gonzalez (956)478-5743



STATE OF TEXAS
COUNTY OF HARRIS
THAT I, _____
land, do hereby
foregoing and
all the streets
and reserving

STATE OF TEXAS
COUNTY OF HARRIS
Before me,
appeared JAMES M. BLACK
name is subscribed
to me that he
therein set forth
Given under my hand and
seal this _____ day of _____ 1906

This is a true and correct
copy of the original
made by me.

STATE OF TEXAS
COUNTY OF HARRIS
Subscribed and sworn to before me this _____ day of _____ 1906

This is a true and correct
copy of the original
made by me.

1906

FILED FOR RECORD TO
At _____ o'clock

NOV 26 1906

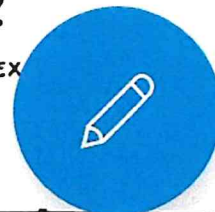
WED. L. ANDERSON
County Clerk, Harris County
By _____

JAMES M. BLACK SUBDIVISION NO. 2

BEING THE ENTIRE 20.0 ACRES OF FARM TRACT NO. 693 OUT OF
THE WEST TRACT SUBDIVISION OF THE A.R.G.L. & CO., HIDALGO COUNTY, TEX.
SCALE - 1 IN. = 100 FT.

JUNE 17, 1955

BREWER F. WITMER, CIVIL ENGINEER
HOUSTON, TEXAS.



TAX RECEIPT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:

VI REF LLC
PO BOX 6079
MCALLEN, TX 78502-6079

Legal Description:

JAMES M. BLACK NO. 2 BLK 6 LOT 12

Parcel Address: 1500 KATIE ST

Legal Acres: 0.1377

Deposit No: MC20027130A
Validation No: 900000057319621

Account No: **B3150-02-006-0012-00**
Operator Code: DULCE130

Remit Seq No: 43177797
Receipt Date: 01/27/2020
Deposit Date: 01/27/2020
Print Date: 01/27/2020 10:07 AM
Printed By: DULCE130
Appr. Dist. No.: 126069

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2019	Hidalgo County	TL	9,912	0.575000	56.99	0.00	0.00	56.99
2019	Drainage Dist #1	TL	9,912	0.105100	10.42	0.00	0.00	10.42
2019	City Of Weslaco	TL	9,912	0.696700	69.06	0.00	0.00	69.06
2019	Weslaco Isd	TL	9,912	1.068700	105.93	0.00	0.00	105.93
2019	South Texas Isd	TL	9,912	0.049200	4.88	0.00	0.00	4.88
2019	South Texas College	TL	9,912	0.173300	17.18	0.00	0.00	17.18
					<u>\$264.46</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$264.46</u>

> - -

- - <

Check Number(s):

1013

PAYMENT TYPE:

Checks: #1013 BqA

\$264.46

Exemptions on this property:

PRORATED

Total Applied: \$264.46
Total Tendered: \$264.46
(for accounts paid on 01/27/2020)
Change Paid: \$0.00

PAYER: 28012293
HAROLD FORAKER
PO BOX 4487
MCALLEN, TX 78502

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

PLANNING DEPARTMENT

April 24, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 6, 2020, for the Planning and Zoning Commission and on or before May 19, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Jaime Gonzalez is requesting to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No.2, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



Existing zoning:	R-1
Existing land use:	Vacant
Proposed zoning:	B-1
Proposed land use:	Business

24

City of Weslaco Code Enforcement Dept.

MAR 25, 2020

RAIDER EYE LLC 1519 E SIXTH ST WESLACO TX 78596-6605	B3150-02-005-0010-00 JAMES M. BLACK NO. 2 BLK 5 LOTS 10 THRU 12 1504 E 6TH ST	L: 108900 B: 267544
DE LA ROSA HECTOR & TERRI 1500 E 6TH ST WESLACO TX 78596-6606	B3150-02-005-0011-00 JAMES M. BLACK NO. 2 BLK 5 LOTS 11 & 12 1500 E 6TH ST	L: 75900 B: 242228
RAIDER EYE LLC 1519 E SIXTH ST WESLACO TX 78596-6605	B3150-02-005-0013-00 JAMES M. BLACK NO. 2 BLK 5 LOT 1 3 1501 KATIE ST	L: 25200 B: 17731
MATAMOROS, MANUELA M 1503 KATIE ST WESLACO TX 78596-6624	B3150-02-005-0014-00 JAMES M. BLACK NO. 2 BLK 5 W45' LOT 14 1503 KATIE ST	L: 18090 B: 12939
BRIONES PATRICIO & RACHEL C ET 1505 KATIE ST WESLACO TX 78596-6624	B3150-02-005-0014-20 JAMES M. BLACK NO. 2 BLK 5 E50' LOT 14 1505 KATIE ST	L: 18000 B: 14907
ALVAREZ HOMERO & BERTHA 613 FERGUSON RD DONNA TX 78537-4385	B3150-02-005-0015-00 JAMES M. BLACK NO. 2 BLK 5 LOT 1 5 1507 KATIE ST	L: 18000 B: 20701
GARZA MARIA ANNA 2885 RHONE CT TULARE CA 93274-7706	B3150-02-005-0016-00 JAMES M. BLACK NO. 2 BLK 5 LOT 1 6 1509 KATIE ST	L: 18000 B: 0
SAENZ, EMILIO & MARIA LUIS 1510 KATIE ST WESLACO TX 78596-6625	B3150-02-006-0007-00 JAMES M. BLACK NO. 2 BLK 6 LOT 7 1510 KATIE ST	L: 18000 B: 24729
GINEZ, MARIA DE JESUS 1508 KATIE ST WESLACO TX 78596-6625	B3150-02-006-0008-00 JAMES M. BLACK NO. 2 BLK 6 LOT 8 1508 KATIE ST	L: 18000 B: 25205
MONTALVO, MARGARITA M 1506 KATIE WESLACO TX 78596-6625	B3150-02-006-0009-00 JAMES M. BLACK NO. 2 BLK 6 LOT 9 1506 KATIE ST	L: 18000 B: 11924
CHARLES, MARTHA 1504 KATIE ST WESLACO TX 78596-6625	B3150-02-006-0010-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 0 1504 KATIE ST	L: 18000 B: 30859
OSORIO ARNULFO & MARIA GUADALUPE OSORIO 1502 KATIE ST WESLACO TX 78596-6625	B3150-02-006-0011-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 1 1502 KATIE ST	L: 18000 B: 15842

City of Weslaco Code Enforcement Dept.

MAR 25, 2020

FORAKER MARIA E & HAROLD K PO BOX 4487 MCALLEN, TX 78502	B3150-02-006-0012-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 2 1500 KATIE ST	L: 18000 B: 0
MORENO CARLOS & SANDRA 16568 GARRETT RD HARLINGEN TX 78552-4229	B3150-02-006-0013-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 3 1501 E 7TH ST	L: 18000 B: 0
MILLER ALLEN & DIANA E BUENO 1503 E 7TH ST WESLACO, TX 78596	B3150-02-006-0014-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 4 1503 E 7TH ST	L: 18000 B: 66584
RAMIREZ CHRISTIAN L 1505 E 7TH ST WESLACO TX 78596-6611	B3150-02-006-0015-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 5 1505 E 7TH ST	L: 18000 B: 15534
TAPIA ELIZABETH R 1507 E 7TH ST WESLACO TX 78596-6611	B3150-02-006-0016-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 6 1507 E 7TH ST	L: 18000 B: 10617
MARROQUIN ABEL JR PO BOX 553 WESLACO TX 78599-0553	B3150-02-006-0017-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 7 1509 E 7TH ST	L: 18000 B: 13712
CORTEZ, JOSE A, ELIDA D & 1511 E 7TH ST WESLACO TX 78596-6611	B3150-02-006-0018-00 JAMES M. BLACK NO. 2 BLK 6 LOT 1 8 1511 E 7TH ST	L: 18000 B: 22267
LOPEZ, OSCAR 1504 E 7TH ST WESLACO TX 78596-6612	B3150-02-007-0010-00 JAMES M. BLACK NO. 2 BLK 7 LOT 1 0 1504 E 7TH ST	L: 18000 B: 22215
GONZALEZ, FORTINO 1502 E 7TH ST WESLACO TX 78596-6612	B3150-02-007-0011-00 JAMES M. BLACK NO. 2 BLK 7 LOT 1 1 1502 E 7TH ST	L: 18000 B: 10086
GARCIA MARIA DEL CARMEN 2201 S WESTGATE DR WESLACO TX 78596-9413	B3150-02-007-0012-00 JAMES M. BLACK NO. 2 BLK 7 LOT 1 2 1500 E 7TH ST	L: 18000 B: 27321
KNAPP MEDICAL CENTER 1330 E 6TH ST WESLACO TX 78596-4204	W3800-00-692-0000-01 WEST TRACT FT 692 15.40AC OUT OF SE PART EXC 1.43AC-W250'-E450'- 1401 E 8TH ST	L: 1217066 B: 41481897
KNAPP MEDICAL CENTER 1330 E 6TH ST WESLACO TX 78596-4204	W3800-00-692-0000-84 WEST TRACT N230'-W300'-E340' OF FT 692 1.58 ACRE NET 1402 E 6TH ST	L: 137648 B: 524576

Rezone

1500 Katie Street- R-1 to B-1

Legend

 1500 Katie

 1500 Katie Street

Google Earth

© 2020 Google

500 ft



ORDINANCE NO. 2020-10

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1500 KATIE ST. ALSO BEING BLOCK 6, LOT 12, JAMES M. BLACK NO.2, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to B-1 Neighborhood business district being 1500 Katie St. also being Block 6, Lot 12, James M. Black No.2, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of May 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3264
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc. to approve Ordinance 2020-11 to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-11. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary and highway business district. Twenty-four (24) property owners within 200 feet of the applicant's property were notified by letter on April 24, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on April 20, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request on May 6, 2020		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval based on 2040 land use map.		
Attachments, if any: 2732 E BUSINESS 83- ATTACHMENTS, 2723 E Business 83- Aerial, O2020-11 2732 E Business 83- Ordinance		

Responsibilities upon Approval:

Staff is advise applicant



APPLICATION FOR REZONING

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

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot FT 710 Block 136

Subdivision Name WEST AND ADAMS TRACT SUBDIVISION

Street Address N/A 2732 E Business 83

Existing Zoning R-1 Existing Land Use OPEN

Proposed Zoning B-2 Proposed Land Use COMMERCIAL

- ☒ \$305.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name MELDEN & HUNT, INC. C/O MARIO A. REYNA Phone (956) 381-0981

Address 115 W. MCINTYRE STREET Fax: (956) 381-1839

City EDINBURG State TX Zip Code 78541 E-Mail: mario@meldenandhunt.com

OWNER

Name 3BU FAMILY LIMITED PARTNERSHIP Phone C/O (956) 381-0981

Address 3120 CENTER POINTE DR Fax: C/O (956) 381-1839

City EDINBURG State TX Zip Code 78539 E-Mail: c/o mario@meldenandhunt.com

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); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature _____ Date _____
Owner

Signature _____ Date _____
Applicant

Signature [Signature] Date 3-26-20
Authorized Agent

	2612	Hole	W3800-66-710 0000-85	2222 Hawkins
		2016		

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published Date _____

Presented to P & Z Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02620527 3/30/2020 1:04 PM
OPER: NV TERM: 039
REF#: 3317
PAID BY:

TRAN: 204.0000 REZONING APPL FEE
MELDEN & HUNT
101-400-1027
REZONING APPLICATIO 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 005.00-

CHANGE: 0.00

OWNER'S AUTHORIZATION

I/We, **3BU FAMILY LIMITED PARTNERSHIP** HEREBY AUTHORIZE MARIO A. REYNA, P.E., VICE PRESIDENT OF MELDEN & HUNT, INC. TO SIGN AND SUBMIT ALL THE NECESSARY APPLICATIONS AND RELATED PAPERWORK FOR A TRACT OF LAND CONTAINING APPROXIMATELY 2.394 +/- ACRES OUT OF FARM TRACT 710, BLOCK 136, WEST AND ADAMS TRACT SUBDIVISION, VOLUME 2, PAGES 34-37, H.C.M.R., HIDALGO COUNTY, TEXAS



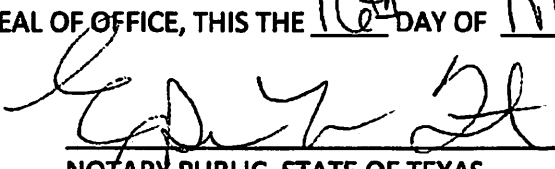
3BU FAMILY LIMITED PARTNERSHIP
3120 CENTER POINTE DR
EDINBURG, TEXAS 78539

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Arturo Ortega KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF March, 2020.





NOTARY PUBLIC, STATE OF TEXAS



CENTERLINE SURVEYING

Victor Banuelos, R.P.L.S.
1205 W Jackson Ave, Suite B
P.O. Box 1148
Harlingen, Tx 78551
(956) 778-9391

METES AND BOUNDS:

A 2.394 acre tract of land, more or less, out of Farm Tract Seven Hundred Ten (710), Block One Hundred Thirty Six (136), West and Adams Tract Subdivision, City of Weslaco, Hidalgo County, Texas as recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, said 2.394 acre tract of land being more particularly described as follows:

COMMENCING at the Northwest corner of Block 136, said corner being on the intersection of the South right of way line of Highway Business 83, and Centerline of Pleasantview Drive;

THENCE, South 77 degrees 37 minutes 30 seconds East, with the contiguous North line of Block 136, and South right of way line of Highway Business 83, a distance of 806.42 feet (806.17 Ft.-deed) to an "X" mark chiseled on a concrete drive for the Northwest corner and POINT OF BEGINNING of the tract of land herein described, said corner being the Northeast corner of Dan and Tina Patel Subdivision as recorded in Instrument no. 2011759 of the Hidalgo County Map Records;

THENCE, continuing South 77 degrees 37 minutes 30 seconds East, with the North line of Block 138 and South right of way line of Highway Business 83, a distance of 167.93 feet to a 1/2 inch steel rod set for the Northeast corner of this tract;

THENCE, South 00 degrees 45 minutes 52 West (S. 00 deg. 33 min. W.-deed), at a distance of 468.1 feet passing a cotton picker's spindle found at the Northwest corner of Magic Valley Trailer Park as recorded in Volume 31, Page 159 of the Hidalgo County Map Records, a total distance of 634.02 feet to a point for the Southeast corner of this tract, said corner being referenced by a one inch steel rod found at 0.3 foot south;

THENCE, West, a distance of 155.57 feet (157.94 Ft.-deed) to a 1/2 inch steel rod found for the Southwest corner of this tract, said corner being the Southeast corner of Dan and Tina Patel Subdivision;

THENCE, North, with the East line of Dan and Tina Patel Subdivision, a distance of 669.98 feet to the POINT OF BEGINNING and containing 2.394 acres of land, more or less,

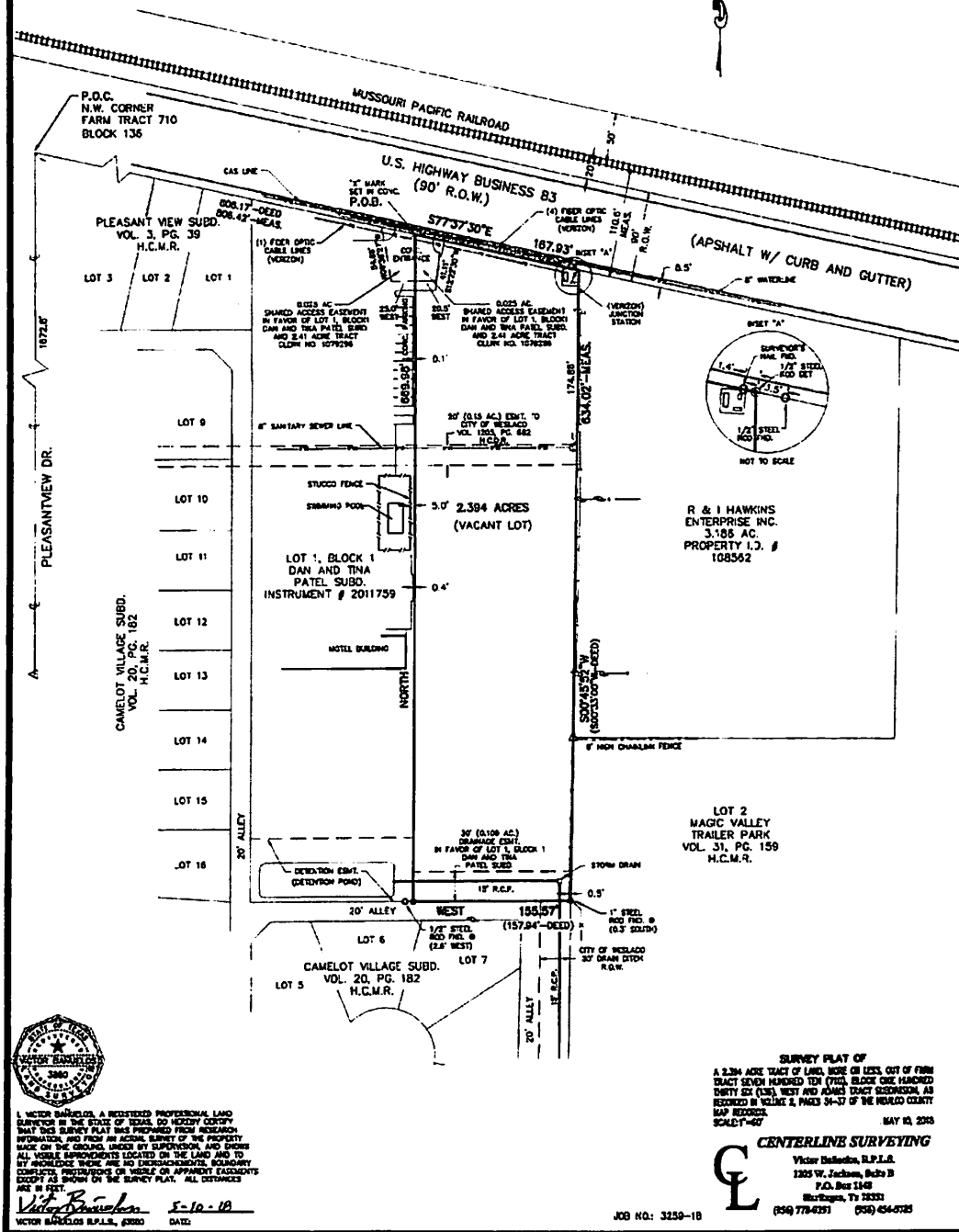

Victor Banuelos, R.P.L.S.
Reg. No. 3880

Job No. 3259-18



May 25, 2018

NOTE:
WATER AND SANITARY SEWER LINE LOCATION
AND DEEP AS PER CITY OF WESLACO PUBLIC
WORKS.
UNDERGROUND UTILITIES LOCATED BY TEXAS 821



Thursday, March 26, 2020

Property Tax Balance[Begin a New Search](#) [Go to Your Portfolio](#)

Shopping Cart: For your convenience you may pay several accounts at once if you pay by eCheck. Click the 'Pay by eCheck' button to add this account to the shopping cart. Additional accounts can be clicking 'Begin a New Search' or 'Find Another Account', then doing a search again and, for each account, clicking the 'Pay by eCheck Now' button. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you begin entering payment information.

Scheduling Payments: If you are paying by eCheck, you may choose to pay now or in the future. You may schedule one payment in the future or recurring payments. To do this, select 'Schedule E-Check Payment' after adding account(s) to the shopping cart.

Unless otherwise noted, all data refers to tax information for 2019. All amounts due include penalty, interest, and attorney fees when applicable.

Account Number: W380000710000085**Pending Credit Card or eCheck Payments:**

No Payment Pending

Appraisal District Number: 555305**Pay by Credit Card****Address:**3BU FAMILY LIMITED PARTNERSHIP
3120 CENTER POINTE DR
EDINBURG, TX 78539-4804

Credit/debit card payments will take 4-5 business days to post. A convenience fee will be added if you pay by credit card.

Property Site Address:

E BUS 83 DR

Pay by eCheck

(Pay single or multiple accounts by eCheck. Pay now or schedule future payments without a convenience fee.)

Legal Description:WEST TRACT 2.41AC AN IRR
TR-E167.98'-N669.98' LYING S OF OLD 83
FT 710**Print Current Statement****Current Tax Levy: \$4,411.35****Print Delinquent Statement****Current Amount Due: \$0.00**[Register for Certified Statements by E-mail](#)**Prior Year Amount Due: \$0.00****Gross Value: \$165,343****Total Amount Due: \$0.00****Land Value: \$165,343****Last Payment Amount for Current Year Taxes:**
\$4,411.35**Improvement Value: \$0****Last Payer for Current Year Taxes:**
3BU FAMILY DBA ORTEGA VENTURES**Capped Value: \$0****Last Payment Date for Current Year Taxes:**
01/31/2020**Agricultural Value: \$0****Active Lawsuits: None****Exemptions:**
None[Exemption and Tax Rate Information](#)[Taxes Due Detail by Year and Jurisdiction](#)[Payment Information](#)[Print a Current Tax Statement](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

[Terms of Use](#) [Privacy Policy](#)

The Tax Office makes no representations as to the accuracy or reliability of any information accessed from its computer data base. The Tax Office, its officers, agents, employees and representatives shall not be liable for the information posted on the Tax Office Website in connection with any actions losses, damages, claims or liability in any way related to use of, distribution of or reliance upon such

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2015 02669990

Instrument Number: 2015-2669990

As

Recorded On: December 15, 2015

Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: ASSUMP WARR DEED 903779

**** Examined and Charged as Follows: ****

Recording 30.00

Total Recording: 30.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-2669990

Receipt Number: 1568735

Recorded Date/Time: December 15, 2015 01:50P

Record and Return To:

EDWARDS ABSTRACT

RETURNED ORIGINAL TO CUSTOMER

TX

User / Station: P Diaz - Cash Superstation 08



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSUMPTION WARRANTY DEED

Conforms to State Bar of Texas Form

Date: December 2, 2015

2669990

Grantor: ARTURO ORTEGA, a single person
 Grantor's Mailing Address (including county): 201 S. Bales Rd., Unit 10, McAllen, Hidalgo County, Texas 78503

Grantee: 3BU FAMILY LIMITED PARTNERSHIP
 Grantee's Mailing Address (including county): 201 S. Bales Rd., Unit 10, McAllen, Hidalgo County, Texas 78503

Consideration: Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of \$650,000.00 dated July 25, 2013, executed by Arturo Ortega and payable to the order of INTERNATIONAL BANK OF COMMERCE and secured by Deed of Trust of even date therewith, and recorded in the Office of the County Clerk of Hidalgo County, Texas as Document No. 2436130. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. As further consideration Grantee promises to keep and perform all of the covenants and obligations of the grantor named in that deed of trust and to indemnify Grantor against any damages caused by Grantee's breach of its obligations under this assumption.

Property (including any improvements): ALL OF GRANTOR'S RIGHTS, TITLE, AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

A tract of land containing 2.41 acres of land, more or less, out of Farm Tract Seven Hundred Ten (710), Block One Hundred Thirty-Six (136), West and Adams Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said 2.41 acres being more particularly described by metes and bounds as follows:

BEGINNING at a set ½ inch rebar South 77 degrees 37 minutes 30 seconds East, a distance of 806.175 feet from the Northwest corner of Farm Tract 710, Block 136, West & Adams Tract Subdivision;

THENCE, South 77 degrees 37 minutes 30 seconds East, a distance of 167.925 feet to a found ½ inch pipe for the Northeast corner of this tract, also being the Northeast corner of Farm Tract 710, Block 136, West and Adams Tract Subdivision.

THENCE, South 0 degrees 33 minutes West, a distance of 634.02 feet to a found ½ inch rebar for the Southeast corner of this tract;

THENCE, West, a distance of 157.94 feet to a set ½ inch rebar for the Southwest corner of this tract;

THENCE, North, a distance of 669.98 feet to a set ½ inch rebar for the Northwest corner of this tract, also being the POINT OF BEGINNING, and containing 2.41 acres of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

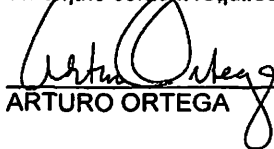
Standby fees, taxes and assessments by any taxing authority for the year 2015 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

All terms, conditions, limitations, covenants, assessment liens, easements, rights-of-way, restrictions and leases of record; all visible easements, all prescriptive easements, whether of record or not; all presently recorded instruments, other than liens and conveyances that affect the property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with

all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.


ARTURO ORTEGA

As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to the breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

3BU FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP

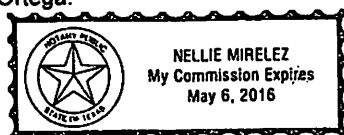
BY: 3BU, L.L.C., A TEXAS LIMITED LIABILITY
COMPANY, GENERAL PARTNER

BY: 
ARTURO ORTEGA, PRESIDENT

(Acknowledgment)

State of TEXAS
County of HIDALGO

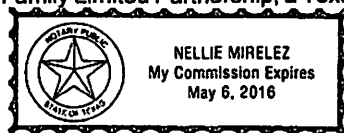
This instrument was acknowledged before me on the 2nd day of December, 2015 by
Arturo Ortega.

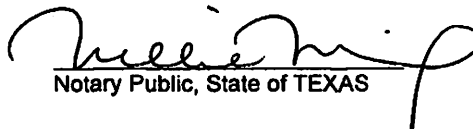



Notary Public, State of TEXAS

State of TEXAS
County of HIDALGO

This instrument was acknowledged before me on the 2nd day of December, 2015 by
Arturo Ortega, President of 3BU, L.L.C., a Texas limited liability company, General Partner
of 3BU Family Limited Partnership, a Texas limited partnership, on behalf of said partnership.




Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

Mr. Arturo Ortega
3BU Family Limited Partnership
201 S. Bales Rd., Unit 10
McAllen, Texas 78503

PREPARED BY:
THE LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2nd ST., SUITE 370
P. O. BOX 4313
MCALLEN, TEXAS 78502
File No. 115-6706

C:\Users\Nellie Mirelez\Desktop\NOVEMBER 2015\UBC - 3BU FAMILY - AWD 1 \$3.8 M.wpd

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

PLANNING DEPARTMENT

April 24, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 6, 2020, for the Planning and Zoning Commission and on or before May 19, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Melden & Hunt, Inc. is requesting to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district. Possible Action.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

APR 22, 2020

R & I HAWKINS ENTERPRISES I 1001 HACIENDA DEL SOL WESLACO TX 78596-8540	A0800-00-000-1095-06 ADAMS TRACT AN IRR TR S468.58'-N 529.88'-W325 FT 1095 3.19AC NET 2810 E BUS HWY 83	L: 358895 B: 259084
R & I HAWKINS ENTERPRISES INC 1001 HACIENDA DEL SOL WESLACO TX 78596	A0800-00-000-1095-10 ADAMS TRACT W162.5'-S468.58'-N52 9.88' OF FT 1095 1.67AC NET 0	L: 345539 B: 0
STATE OF TEXAS 2415 E US HIGHWAY 83 WESLACO TX 78596-8344	A0800-00-000-1096-00 ADAMS TRACT FT 1096 BLK 136 18.1 0AC 2301 S INTERNATIONAL BLVD	L: 633500 B: 1664000
PERALES ROBERT M 2612 E BUSINESS 83 STE A WESLACO TX 78596-8674	C0600-00-003-0009-00 CAMELOT VILLAGE LOT 9 BLK 3 2615 LANCELOT DR	L: 22878 B: 42458
HERNANDEZ ESMERALDA 17010 HIDDEN TREASURE CIR FRIENDSWOOD TX 77546-3460	C0600-00-003-0010-00 CAMELOT VILLAGE LOT 10 BLK 3 701 LANCELOT DR	L: 18042 B: 0
DIAZ, WALTER & DEYSA 703 LANCELOT DR WESLACO TX 78596-8604	C0600-00-003-0011-00 CAMELOT VILLAGE LOT 11 BLK 3 703 LANCELOT DR	L: 18000 B: 0
DIAZ, WALTER & DEYSA 703 LANCELOT DR WESLACO TX 78596-8604	C0600-00-003-0012-00 CAMELOT VILLAGE LOT 12 BLK 3 705 LANCELOT DR	L: 18000 B: 0
B&E MENDEZ RENTALS LLC 2729 ARTHUR CIRCLE WESLACO TX 78596-8609	C0600-00-003-0013-00 CAMELOT VILLAGE LOT 13 BLK 3 707 LANCELOT DR	L: 18000 B: 43069
VALENCIA JOE E & BLANCA Y 709 LANCELOT DR WESLACO TX 78596	C0600-00-003-0014-00 CAMELOT VILLAGE LOT 14 BLK 3 709 LANCELOT DR	L: 18000 B: 62660
MERCADO ISABEL PO BOX 8251 WESLACO TX 78599-8251	C0600-00-003-0015-00 CAMELOT VILLAGE LOT 15 BLK 3 711 LANCELOT DR	L: 18000 B: 48247
PEREZ YADIRA 713 LANCELOT DR WESLACO TX 78596-8604	C0600-00-003-0016-00 CAMELOT VILLAGE LOT 16 BLK 3 713 LANCELOT DR	L: 19674 B: 58097
RODIGUEZ YOLANDA 715 LANCELOT DR WESLACO TX 78596-8604	C0600-00-003-0017-00 CAMELOT VILLAGE LOT 17 BLK 3 715 LANCELOT DR	L: 20739 B: 39573

APR 22, 2020

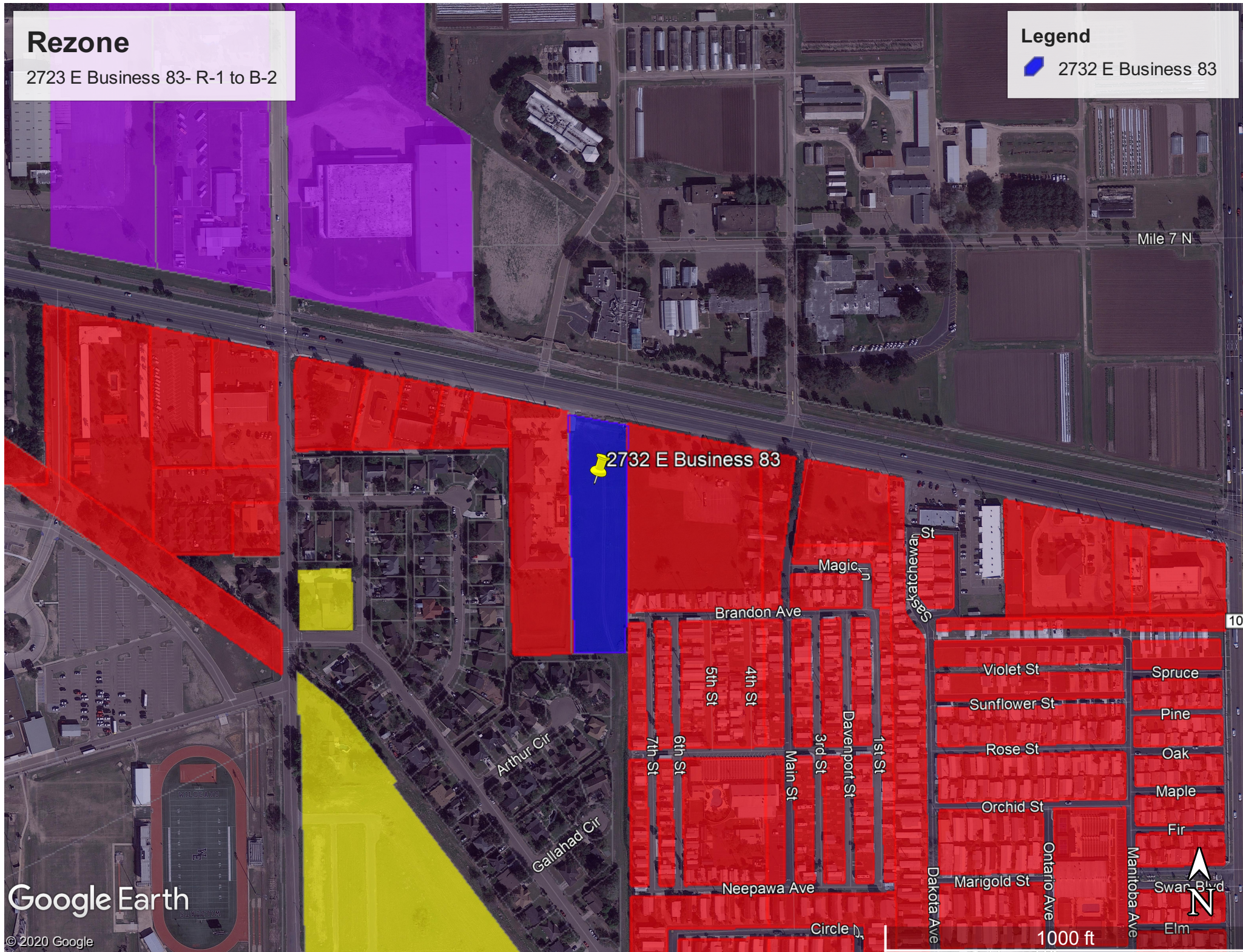
MARTINEZ JOSE JOAQUIN PO BOX 89 WESLACO TX 78599-0089	C0600-00-003-0018-00 CAMELOT VILLAGE LOT 18 BLK 3 717 LANCELOT DR	L: 24342 B: 23788
ORTIZ RAQUEL H 2717 ARTHUR CIR WESLACO TX 78596-8609	C0600-00-004-0004-00 CAMELOT VILLAGE LOT 4 BLK 4 2717 ARTHUR CIR	L: 22818 B: 48211
MARTINEZ GILBERTO & GUADALUPE 2725 ARTHUR CIR WESLACO TX 78596-8609	C0600-00-004-0005-00 CAMELOT VILLAGE LOT 5 BLK 4 2725 ARTHUR CIR	L: 28593 B: 61281
MENDEZ BALDEMAR & ERIKA R 2729 ARTHUR CIR WESLACO TX 78596-8609	C0600-00-004-0006-00 CAMELOT VILLAGE LOT 6 BLK 4 2729 ARTHUR CIR	L: 19704 B: 55307
SAN MIGUEL MAURO & EMMA A 2732 ARTHUR CIR WESLACO TX 78596-8609	C0600-00-004-0007-00 CAMELOT VILLAGE LOTS 7 & 8 BLK 4 2732 ARTHUR CIR	L: 38857 B: 118467
ZEPEDA LAURO & ROSA 2601 WILDWOOD DR WESLACO TX 78596	C0600-00-004-0009-05 CAMELOT VILLAGE LOT 9 BLK 4 2728 ARTHUR CIR	L: 20283 B: 67284
CASTILLO RAUL & CONNIE Z 1204 PALM PARKWAY DR WESLACO TX 78596-0949	C0600-00-004-0010-00 CAMELOT VILLAGE LOT 10 BLK 4 2724 ARTHUR CIR	L: 18000 B: 81490
MAGIC VALLEY PARK LLC 1325 DIXIELAND RD OFFICE HARLINGEN TX 78552-3342	M0505-00-000-0002-00 MAGIC VALLEY TRAILER PARK LOT 2 2300	L: 1091918 B: 2937849
CYGAR LP 2612 E BUSINESS 83 STE A WESLACO TX 78596-8674	P7700-00-000-0001-00 PLEASANT VIEW LOTS 1 & 2 2612 E BUS HWY 83	L: 78000 B: 227738
BOARD OF REGENTS OF TEXAS A & 301 TARROW ST 6TH FL COLLEGE STATION TX 77840-7896	W3800-00-024-0000-10 WEST TRACT 3.16AC IRR TR-E432'-W 975.4'-S324.44' FT 24 3.16AC 2611 E BUS HWY 83	L: 208560 B: 90689
3BU FAMILY LIMITED PARTNERSHIP 3120 CENTER POINTE DR EDINBURG TX 78539	W3800-00-710-0000-85 WEST TRACT 2.41AC AN IRR TR-E167 .98'-N669.98' LYING S OF OLD 83 0 E BUS HWY 83	L: 137786 B: 0
JAY KUBER LLC 2716 E BUSINESS 83 WESLACO TX 78596-8394	D0688-00-001-0001-00 DAN AND TINA PATEL LOT 1 BLK 1 2716 E BUS HWY 83	L: 493840 B: 356160

Rezone

2723 E Business 83- R-1 to B-2

Legend

 2732 E Business 83



Google Earth

© 2020 Google

ORDINANCE NO. 2020-11

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2732 E. BUSINESS 83. ALSO BEING 2.394 OUT OF FARM TRACT 710, BLOCK 136, WEST AND ADAMS TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to B-2 Secondary and highway business district being 2732 E. Business 83 also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of May 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3265
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing on behalf of Edna Salas to approve Ordinance 2020-12 to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-12. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on April 20, 2020. Five (5) property owners within 200 feet of the applicant's property were notified by letter on April 24, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on April 20, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request on May 6, 2020		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval based on 2040 land use map.		
Attachments, if any:		

920 DOLORES HUERTA - ATTACHMENTS, 920 Dolores Huerta- Aerial, O2020-12
920 Dolores Huerta- Ordinance (2)

Responsibilities upon Approval:

Staff will advise applicant



APPLICATION FOR REZONING

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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot TRACT 31 Block 143

Subdivision Name WEST TRACT SUBDIVISION

Street Address 920 Dolores Huerta Avenue

Existing Zoning R1 Existing Land Use VACANT

Proposed Zoning B1- Neighborhood Bus. Dist. Proposed Land Use COMMERCIAL

_____ \$305.00 non-refundable filing fee.

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name EDNA SACAS Phone 956-975-1617

Address 613 E. JEFFERSON Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: _____

OWNER

Name EDNA SACAS Phone 956-975-1617

Address 613 E. JEFFERSON Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: _____

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); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature Edna Sacas Date 4/15/2020
Owner

Signature Edna Sacas Date 4/15/2020
Applicant

Signature Paula Coto Date 4/15/2020
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published Date _____

Presented to P & Z Commission
Approved _____ Disapproved _____ Tabled _____ Date _____

Presented to City Commission
Approved _____ Disapproved _____ Tabled _____ Date _____

Ordinance No. _____

2 **BASIS OF BEARINGS:**
WEST LINE OF
F.T. 31

SC: 1"- 30'

FND. $\frac{3}{8}$ "
IRON ROD

257.26'

**FND. $\frac{5}{8}$ "
IRON ROD**

40.0° R.O.W.

118.93:

118.93.

10.0' UTILITY EASEMENT
SALTILLO PLAZA SUBDIVISION
DOC. - 3065735

SOUTH

WEST

257.26'

FND. 5/8"
IRON ROD

0.70 AC.

LOWES HOME CENTERS INC
DOC. • 1868605

P.O.C.
S.W. COR.
F.T. 31

P.O.B.
FND. 5/8" -
IRON ROD

METES AND BOUNDS

BEING 0.70 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 31, BLOCK 143, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 0.70 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF FARM TRACT 31, THENCE, EAST, 25.00 TO A $\frac{5}{8}$ " IRON ROD FOUND ON THE EAST R.O.W. LINE OF N. BRIDGE AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING

THENCE: NORTH, ALONG THE EAST R.O.W. LINE OF N. BRIDGE AVENUE, A DISTANCE OF 118.93 FEET TO A $\frac{5}{8}$ " IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, ALONG THE SOUTH R.O.W. LINE OF DOLORES HUERTA AVENUE, A DISTANCE OF 257.26 FEET TO A $\frac{5}{8}$ " IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, A DISTANCE OF 118.93 FEET TO A $\frac{5}{8}$ " IRON ROD FOUND ON THE SOUTH LINE OF FARM TRACT 31, FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST, ALONG THE SOUTH LINE OF FARM TRACT 31, A DISTANCE OF 257.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.70 OF AN ACRE OF LAND MORE OR LESS.

**** Electronically Filed Document ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

Document Number: 2014-2534269

Recorded As : RECORDING ELECTRONIC

Recorded On: July 28, 2014

Recorded At: 01:37:55 pm

Number of Pages: 5

Recording Fee: \$38.00

Parties:

**Direct-
Indirect-**

Receipt Number: 1457580

Processed By: Imelda Leal

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

**Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX**

WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: July 15, 2014

Grantor: Coggins & Mahan, Ltd., a Texas limited partnership

Grantor's Mailing Address (including county): 6212 N. Cynthia
McAllen, Texas 78504
Hidalgo County, Texas

Grantee: Edna Salas, a single person

Grantee's Mailing Address (including county): 613 E. Jefferson
P. O. Box 146
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of \$53,543.00, and is executed by Grantee, payable to the order of Texas Regional Bank. The note is secured by a vendor's lien retained in favor of Texas Regional Bank in this deed and by a deed of trust of even date from Grantee to Michael K. Lamon, Trustee.

Property (including any improvements):

A tract of land being 0.70 acres (30,595.38 square feet) out of Farm Tract No. 31, West Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-36, Map Records, Hidalgo County, Texas and being part of a 5.85 acre tract of land called 6.30 tract of land described in a Special Warranty Deed dated October 22, 2009, from Steve Mahan and Mike Coggins to Coggins & Mahan, Ltd., a Texas Limited Partnership, recorded in instrument Number 2009-2045750 of the Official Public Records of Hidalgo County, Texas. Said 0.70 acres (30,595.38 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Farm Tract No. 31, THENCE; along the South boundary line of Farm Tract No. 31, North 88 degrees 49 minutes 00 seconds East, a distance of 25.0 feet to a found 5/8 inch iron rod with aluminum cap lying on the East right-of-way

of Mile 4 1/2 West (Bridge Avenue 55 foot right-of-way at this point) and the POINT OF BEGINNING of this herein described tract;

THENCE, North 01 degrees 11 minutes 02 seconds West, along the West line of said Farm Tract 31 and the existing East right-of-way of said Mile 4 1/2 West (Bridge Avenue), a distance of 118.93 feet to a found 5/8 inch iron rod with aluminum cap for the Northwest corner of this tract of land;

THENCE, North 88 degrees 49 minutes 04 seconds East along the South right-of-way line of Delta Drive (Dolores Huerta Avenue) described in Warranty Deed dated January 8, 2003 from Mike Coggins and Steve Mahan to the City of Weslaco, Texas and recorded in Document No. 1203959, Official Public Records of Hidalgo County, Texas, a distance of 257.26 feet to a set 1/2 inch iron rod for the Northeast corner of this tract of land;

THENCE, South 01 degrees 11 minutes 02 seconds East, a distance of 118.93 feet to a set 1/2 inch iron rod for the Southeast corner of this tract of land;

THENCE, South 88 degrees 49 minutes 04 seconds West, along the South boundary line of Farm Tract No. 31 a distance of 257.26 feet to a found 5/8 inch iron rod with aluminum cap to the POINT OF BEGINNING and CONTAINING 0.70 ACRES (30,595.38 square feet) of land, more or less.

SAVE AND EXCEPT all oil, gas, and other minerals in, on, under, or that may be produced from the above described land which have been reserved or conveyed by prior owners in documents recorded in the office of the Hidalgo County Clerk.

Reservations from and Exceptions to Conveyance and Warranty:

1. All leases and options for leases of oil, gas, and other minerals and geophysical permits shown of record in Hidalgo County, Texas, but only to the extent that same are still in effect.
2. Easements and/or other rights, if any, as set forth in untitled instrument dated July 18, 1963, recorded in Volume 1068, Page 213, Deed Records, Hidalgo County, Texas.
3. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.
4. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
5. Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

Texas Regional Bank, at Grantee's request, has paid in cash to Grantor \$53,543.00 which is part of the purchase price of the property and is evidenced by the note described. The vendor's lien and the superior title to the property are retained for the benefit of Texas Regional Bank to secure the \$53,543.00 and are transferred to Texas Regional Bank without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

Coggins & Mahan, Ltd.

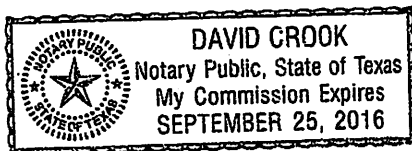
By: The Steve Mahan Management Trust
Its: General Partner

By: Steve Mahan
Steve Mahan, Trustee

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 21, 2014, by Steve Mahan, Trustee of The Steve Mahan Management Trust, sole general partner of Coggins & Mahan, Ltd., a Texas limited partnership, on behalf of said trust and limited partnership.



David Crook
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**Edna Salas
613 E. Jefferson
P. O. Box 146
Weslaco, Texas 78596**

PREPARED BY:

**David Crook
Attorney At Law
100 Savannah, Suite 380
McAllen, Texas 78503**

File/GF Number: 794539

S:\WORK\FILES\Coggins & Mahan\Salas\Warranty Deed with Vendor's Lien.wpd

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

PLANNING DEPARTMENT

April 24, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 6, 2020, for the Planning and Zoning Commission and on or before May 19, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Edna Salas is requesting to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

APR 22, 2020

TEXAS REGIONAL BANK PO BOX 5555 MCALLEN TX 78502-5555	W3800-00-031-0000-05 WEST TRACT W650.3'-S422.39' FT 3 1 EXC W282.26'-S118.93' EXC N80' 1800 N BRIDGE AVE	L: 220860 B: 0
LOWE'S HOME CENTERS INC 1000 LOWES BLVD MOORESVILLE NC 28117-8520	W3800-00-034-0000-00 WEST TRACT N791'-W629' FT 34 11. 42AC GR 10.88AC NET 1402 N BRIDGE	L: 2065800 B: 0
HIDALGO CO R/O/W DEPT 902 N DOOLITTLE RD EDINBURG TX 78542-7470	W3800-00-035-0000-01 WEST TRACT N442' FT 35 13.39AC G R 12.50AC NET 1711 N BRIDGE AVE	L: 756250 B: 2252438
SALAS EDNA PO BOX 146 WESLACO TX 78599-0146	W3800-00-031-0000-07 WEST TRACT E257.26'-W282.26'-S11 8.93' FT 31 0.70AC NET 1700 N BRIDGE AVE	L: 75084 B: 0

Hidalgo CAD

Property Search > 1239505 SALTILLO DEVELOPERS Tax Year: 2020
LLC for Year 2020

Property

Account

Property ID:	1239505	Legal Description:	SALTILLO PLAZA LOT 1
Geographic ID:	S0167-00-000-0001-00	Zoning:	CO
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1320 DOLORES HUERTA WESLACO, TX	Mapsco:	
Neighborhood:	SALTILLO PLAZA	Map ID:	CWL DOC# 3065735
Neighborhood CD:	S016700		

Owner

Name:	SALTILLO DEVELOPERS LLC	Owner ID:	1119457
Mailing Address:	1804 N 23RD ST MCALLEN, TX 78501-6122	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$693,253	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$119,740	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$812,993	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$812,993	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$812,993	

Taxing Jurisdiction

Owner:	SALTILLO DEVELOPERS LLC
% Ownership:	100.000000000000%

Total Value: \$812,993

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$812,993	\$812,993	\$0.00
CWL	CITY OF WESLACO	0.696700	\$812,993	\$812,993	\$5,664.12
DR1	DRAINAGE DISTRICT #1	0.105100	\$812,993	\$812,993	\$854.46
GHD	HIDALGO COUNTY	0.575000	\$812,993	\$812,993	\$4,674.71
JCC	SOUTH TEXAS COLLEGE	0.173300	\$812,993	\$812,993	\$1,408.92
R02	ROAD DIST 02	0.000000	\$812,993	\$812,993	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$812,993	\$812,993	\$399.99
SWL	WESLACO ISD	1.068700	\$812,993	\$812,993	\$8,688.46
Total Tax Rate:		2.668000			
Taxes w/Current Exemptions:					\$21,690.66
Taxes w/o Exemptions:					\$21,690.65

Improvement / Building

Improvement #1: **COMMERCIAL** State Code: **F1** Living Area: **9942.0 sqft** Value: **\$693,253**

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
DAY	DAY CARE	53 - CGD	CSTU	2019	8970.0
DAY	DAY CARE	53 - CGD	CSTU	2019	972.0
CAN	CANOPY	*		2019	64.0
CAN	CANOPY	*		2019	68.0
CAN	CANOPY	*		2019	1115.0
CAN	CANOPY	*		2019	30.0
CAN	CANOPY	*		2019	189.0
CON3	CONCRETE 3	* - CGD		2019	22620.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.9479	41289.52	0.00	0.00	\$119,740	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$693,253	\$119,740	0	812,993	\$0	\$812,993

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Tax Due

Property Tax Information as of 04/22/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes	Base Tax	Discount / Penalty &	Attorney Fees	Amount Due
------	---------------------	---------------	----------	------------	----------	----------------------	---------------	------------

Paid	Due	Interest
------	-----	----------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.

Rezone

920 Dolores Huerta- R-1 to B-1

Legend

 920 Dolores Huerta

Google Earth

© 2020 Google

N Bridge Ave

 920 Dolores Huerta



600 ft

ORDINANCE NO. 2020-12

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 920 DOLORES HUERTA ALSO BEING .70 ACRES OUT OF FARM TRACT 31, BLK 143, WEST TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to B-1 Neighborhood business district being 920 Dolores Huerta also being .70 acres out of farm tract 31, BLK 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of May 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3266	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for a six month extension of the Final Plat for Pleasantview Heights Subdivision– being a 20.33 acres out of Re- Subdivision of Lots 3 & 4, Rev M. Perez Dream Acres Subdivision, Weslaco, Hidalgo County, Texas located approximately 1500 ft. South of Interstate 2 along Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The proposed twenty-five (25) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through an 8” waterline and sewer by the City of Weslaco services through an 8” sewer line. The property is within a Flood Zone “X”. Subdivision is currently under construction.			
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: The City Commission approved the Final Plat on April 23, 2019.			
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 six month extension on May 6, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval of the six-month extension			
Attachments, if any: pleasant view sub- attachments, Pleasantview Heights- Aerial			
Responsibilities upon Approval: Staff will advise applicant.			

Memo

To: City of Weslaco, Planning Department (Via Email Only 04/22/20)
From: David Omar Salinas, P.E., R.P.L.S. 
CC: n:\subdivisionplats\pleasantviewheights\rebecca.memo.004.042220
Date: 4/22/2020
Re: Pleasant View Heights Subd.

Please accept this memo as a request to grant the developer an extension for the City approvals of Pleasant View Heights Subd. An extension of six (6) months would be acceptable. Thank-you.

2221 Daffodil Ave., McAllen, Texas 78501
(956) 682-9081/(956) 686-1489 Facsimile
(956) 648-8899 Cell
dsalinas@salinasengineering.com

Six Month Extension

Pleasantview Heights

Legend

 Pleasantview Heights

Google Earth

© 2020 Google



1000 ft



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3267	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for a six month extension of the Final Plat for Rangila Subdivision– being a 1.878 acres out of Farm Tracts 29, West Tract Subdivision Vol. 2, Weslaco, Hidalgo County, Texas located, approximately 1900 ft. North of West Frontage Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is inside city limits. This subdivision is being serviced with water by the City of Weslaco through a 20" waterline and sewer by the City of Weslaco services through an 8" 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: The City Commission approved the Final Plat on October 16, 2018 and a six month extension on October 15, 2019.			
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 six month extension on May 6, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval of the six month extension.			
Attachments, if any: Rangila- Extension request email, Rangila Subdivision- Aerial			
Responsibilities upon Approval: Staff will advise applicant.			



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

April 22, 2020

Rebekah de la Fuente, CFM
Assistant Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

Re: P891 - Rangila Subdivision Plat

Dear Ms. De la Fuente:

The purpose of this letter is to request a 6 months extension for the Rangila Subdivision project as per your email dated April 22, 2020. Thank you for your notice and concern. Please provide us with the new expiration date.

If you have any questions, or require additional information, please do not hesitate to contact us.

Sincerely,

Jose L. Munoz
Sr. Project Manager
Guzman & Muñoz Engineering and Surveying, Inc.

Six Month Extension

Rangila Subdivision

Legend
Rangila



Google Earth

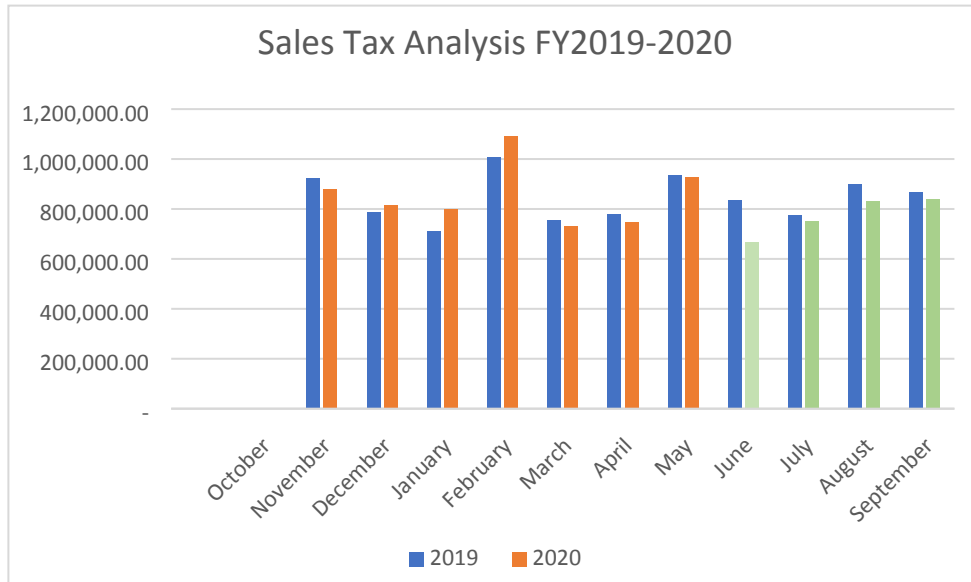
© 2020 Google





Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3277	
From:			
Subject: Discussion and consideration on report on Sales Tax status for Fiscal Year 2019-2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Covid 19 has created a financial impact whereas retail, food and service sectors has decreased dramatically. City Commission requested a report as to how the Sales tax collection been affected. A report will be given as to the latest number on the most recent receipt and projection to the end of the fiscal year.			
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 Vidal Roman Mike Perez		Created	
City Manager Comments: Approve. Accept and File Sales Tax Report.			
Staff Recommendation: No action required.			
Attachments, if any: sales tax			
Responsibilities upon Approval:			



	Fiscal Year 2019	Fiscal Year 2020	% Change	Collection Month
October	-	-	(1.00)	August
November	923,403.62	877,757.88	(0.05)	September
December	788,445.17	815,063.95	0.03	October
January	712,800.38	797,933.69	0.12	November
February	1,008,581.93	1,089,790.45	0.08	December
March	756,825.30	732,593.77	(0.03)	January
April	780,566.13	746,386.50	(0.04)	February
May	934,722.00	928,487.25	(0.01)	March
June	835,761.83	665,889.84	(0.14)	April
July	776,564.98	749,433.84	(0.17)	May
August	900,252.61	831,990.46	(0.04)	June
September	865,597.60	840,567.68	(0.91)	July
	9,283,521.55	9,075,895.31		

Projection Data for months of
June through September
Prior two years

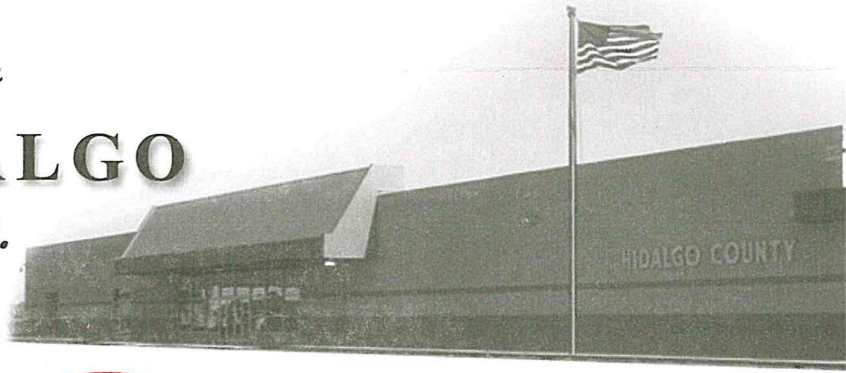
June	July	August	September	
1,035,420.00	1,200,337.00	1,154,130.00	1,154,130.00	FY2018
982,428.00	971,935.00	1,133,129.00	1,133,129.00	FY2019
2,017,848.00	2,172,272.00	2,287,259.00	2,287,259.00	
1,008,924.00	1,086,136.00	1,143,629.50	1,143,629.50	Two year Average
0.88	0.92	0.97	0.98	Projected % collection
887,853.12	999,245.12	1,109,320.62	1,120,756.91	
0.75	0.75	0.75	0.75	City %
665,889.84	749,433.84	831,990.46	840,567.68	City Share



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3288
From:		
Subject: Discussion and consideration on amendment to the inter-local agreement between the City of Weslaco and County of Hidalgo Tax Office for the assessment and collection of property taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: The City of Weslaco has had an inter-local agreement with the County since September, 1994 to collect taxes through the office of the Hidalgo County Tax Assessor Collector. There will be no increase in the fee for next fiscal year and will remain at \$48,564.		
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):		
Molly Vallejo	Created/Initiated	
Vidal Roman	Approved	
Mike Perez	New	
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Correspondence from Tax Assessor Office re Collection of Tax Contract, 2020 City Amendment HC Tax AC		
Responsibilities upon Approval: Submit original executed agreement to County with letter.		

Office of Tax Assessor-Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. PCC.



April 22, 2020

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



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Dear Mr. Perez:

As per Clause VI, consideration of our Collection of Taxes Contract be advised that the fee for the taxable year 2020 will remain at **\$48,564**. Effective September 1, 2020

Please sign, date and return this letter to us as soon as possible.

Sincerely,

Pablo (Paul) Villarreal, Jr. PCC
Hidalgo County Tax Assessor-Collector

XC: Hon. Richard F. Cortez
Hidalgo County Judge

Mrs. Arcilia Duran CPA
Hidalgo County Auditor

Accepted & Agreed:

By: _____
Signature

Title

Date



STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF WESLACO**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 1, 1994, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:
 1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of \$48,564.00 of all current and delinquent base taxes collected from October 1st, 2020 through September 30, 2021. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.
 2. COUNTY will be paid by deducting the fee at the rate of \$4,047.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.
2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF WESLACO

BY: _____
David Suarez
City Mayor

ATTEST:

Secretary, City of Weslaco

HIDALGO COUNTY

By: _____
Richard F. Cortez
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Hidalgo County Clerk



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3193	
From:			
Subject: Discussion and consideration on amendments and extension of May 19, 2020 Disaster Declaration (COVID-19) and any reports related to such executive orders 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):			
Molly Vallejo Mike Perez		Created	
City Manager Comments: Approve. We will make recommendation based on Governor Abbott's comments on May 18, 2020.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3281
From:		
Subject: Discussion and consideration of contract award to ERO Architects for Engineering and Design Services for the new Fire and Police Station Projects in an amount not to exceed \$500,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)		
Background: As authorized by the City Commission, staff has negotiated a lump sum fee of \$485,000 with a \$15,000 Supplemental Fee for Detention Design Services for a total contract price not to exceed \$500,000.00 for Engineering and Design Services for the New Fire and Police Station projects.		
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):		
Andrew Muñoz	Created/Initiated	
Andrew Muñoz	Approved	
Mike Perez	New	
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: B101-2017 - Working Draft - Fire & Police_ERO Arch ver 2		
Responsibilities upon Approval:		

DRAFT

AIA[®] Document B101[™] – 2020

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

«City of Weslaco, Texas»
«255 S. Kansas Ave.
Weslaco, TX 78596-6285»
«Telephone Number: 956-968-3151»

and the Architect:

(Name, legal status, address and other information)

« ERO Architects »
« 300 South 8th Street McAllen, Texas 78501 »
« Telephone Number: 956-661-0400 »
« Fax Number: 956-661-0401 »

for the following Project:

(Name, location and detailed description) (Andrew will send updated description of the project)

«~~New Request for Proposals for A~~ Fire Station and Police Station with Municipal
/Judicial Court Court (RFP No. 2019-20-07)»
« 302 South Bridge Ave.,
Weslaco, TX 78596-6285»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

«TBD »

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«TBD»

§ 1.1.2 The Project's physical characteristics: Andrew will send us this language

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«TBD »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.) \$6,700,000 for the entire project (consists of two free standing buildings).

Building 1: \$2,500,000 for the new fire station.

«TBD »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«TBD »

.2 Construction commencement date:

«TBD »

.3 Substantial Completion date or dates:

«TBD »

.4 Other milestone dates:

«TBD »

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§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive Sealed Proposal »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

« Mike R. Perez »

« 255 S. Kansas Ave.

Weslaco, TX 78596-6285 »

« Telephone Number: 956-968-3151 »

« Email Address: mrperez@weslacotx.gov »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« Andrew Munoz »

« [255 S. Kansas Ave.](#)

[Weslaco, TX 78596-6285](#) »

« [Telephone Number: 956-968-3151](#) »

« [Email Address: amunoz@weslacotx.gov](#) »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« TBD »

« TBD »

.2 Civil Engineer: Topographic, Boundary and Utility Survey:

« TBD »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« FF&E »

« TBD »

« Commissioning »

« TBD »

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§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« ERO Architects »
« 300 South 8th Street, McAllen, TX 78501 »
« Telephone Number: 956-661-0400 »
« goero.com »
Brian Godinez
bgodinez@goero.com »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« ERO Architects »
« Jody Galindo, PE »
« 300 S. 8th Street »
« McAllen, TX 78501 »
« Telephone Number: 956-661-0400 »
« Email: jgalindo@goero.com »

.2 MEP / ITS / ITS Security Engineering:

« Halff Associates »
« Trey Murray, PE »
« Halff Associates »
« 5000 W. Military Hwy #100, McAllen, TX 78503 »
« Telephone Number: 956-664-0286 »
« Email: tmurray@halff.com »

.3 Civil Engineer:

« Meldon & Hunt, Inc. »
« Mario Reyna, PE »
« 115 West McIntyer, Edinburg, TX 78541 »
« Telephone Number: 956-381-0981 »
« Email: mario@meldenandhunt.com »

~~.3 HDR Detention Consultant:~~

« Halden Tally, AIA »
« 17111 Preston Rd, #300 »
« Dallas, TX 75248 »
« Telephone Number: 972-960-4049 »
« Email: halden.tally@hdrinc.com »

~~.4 Civil Engineer:~~

« Meldon & Hunt, Inc. »
« Mario Reyna, PE »
« 115 West McIntyer Edinburg, TX 78541 »
« Telephone Number: 956-381-0981 »
« Email: mario@meldenandhunt.com »

.4 Landscape Design

« TBD »

.5 Food Services Design

« TBD »

.6 Specifications Consultant

« TBD »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« - »

.1 Detention, Safety and Security Consultant:

« HDR »
« Halden Tally, AIA »
« 17111 Preston Rd, #300 »
« Dallas, TX 75248 »
« Telephone Number: 972-960-4049 »
« Email: halden.tally@hdrinc.com »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« - »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») for each occurrence and «One Million Dollars and Zero Cents» (\$ «1,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») each accident, «One Million Dollars and Zero Cents» (\$ «1,000,000.00») each employee, and «One Million Dollars and Zero Cents» (\$ «1,000,000.00») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») per claim and «Three Million Dollars and Zero Cents» (\$ «3,000,000.00») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional / Reimbursable Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Procurement of Construction Services

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not

have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	«Owner-/Architect-Basic Services»
§ 4.1.1.2 Multiple preliminary designs (3)	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.3 Measured drawings	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.4 Existing facilities surveys	Owner or Architect – Additional Service
§ 4.1.1.5 Site evaluation and planning	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.9 Landscape design	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.10 Architectural interior design	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.11 Value analysis	<u>Architect – Listed under Basic Services</u> Architect –Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Architect – Listed under Basic Services</u> Architect –Reimbursable
§ 4.1.1.13 On-site project representation	<u>Architect – Listed under Basic Services</u> Architect –Basic Services (normal const. admin.)
§ 4.1.1.14 Conformed documents for construction	<u>Architect – Listed under Basic Services</u> Architect –Basic Services

§ 4.1.1.15	As-designed record drawings	Architect – Listed under Basic Services Architect – Basic Services
§ 4.1.1.16	As-constructed record drawings	Contractor Contractor
§ 4.1.1.17	Post-occupancy evaluation	Not Provided Not Required
§ 4.1.1.18	Facility support services	Not Provided Not Required
§ 4.1.1.19	Tenant-related services	Not Provided Not Required
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided Not Required
§ 4.1.1.21	Telecommunications/data design	Architect – Listed under Basic Services Owner or Architect – Basic Services
§ 4.1.1.22	Detention, Safety and Security Service evaluation and planning	Supplemental Service Architect – Basic Services
§ 4.1.1.23	Commissioning	Owner Architect – Additional Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided Architect – Additional Service
§ 4.1.1.25	Fast-track design services	Not Provided Architect – Additional Service (if required)
§ 4.1.1.26	Multiple bid packages (1 bid package)	Architect – Listed under Basic Services Architect – Basic Services
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect – Basic Services (Design/Selection Procurement Additional Service if required) Owner
§ 4.1.1.29	Other services provided by specialty Consultants	Architect – Listed under Basic Services Architect – Reimbursable/Additional Service
§ 4.1.1.30	Other Supplemental Services	
§ 4.1.1.31	Geotechnical Report	Owner
§ 4.1.1.32	Topography Survey	Owner
§ 4.1.1.33	Document Reproduction (SEE §11.8.1.12)	Architect – Reimbursed Architect – Reimbursable
§ 4.1.1.34	TDLR / ADA (SEE §11.8.1.12)	Architect – Reimbursed Owner or Architect – Reimbursable
§ 4.1.1.35	Food Service Consultant	Architect – Listed under Basic Services Architect – Reimbursable/Additional Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

~~« Detention, Safety and Security Consultant »~~

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

- .1 Programming
- .2 Geotechnical Engineering
- .3 Topographic, Boundary and Utility Survey
- .4 FF&E
- .5 Commissioning

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The scope of any additional service shall be determined by agreement of the Owner and Architect prior to the Architect providing such additional service.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Construction Documents;
- .3 Changing or editing previously prepared Construction Documents necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Construction Documents when those Construction Documents were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; except for required attendance at City of Weslaco Commissioner's meetings to report on the status of the progress of the Project.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Construction Documents;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Construction Documents resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Once a week» («1/week») visits to the site by the Architect during construction
- .3 «Two» («2») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Two» («2») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «twenty-four» («24») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Construction Documents.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Construction Documents, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Construction Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Construction Documents solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Construction Documents, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Construction Documents without retaining the authors of the Construction Documents, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Construction Documents under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Construction Documents shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 No Mediation

§ 8.2.1 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[☐] Arbitration pursuant to Section 8.3 of this Agreement

[☒] Litigation in a court of competent jurisdiction

[☐] Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«TBD»

.2 Licensing Fee if the Owner intends to continue using the Architect's Construction Documents:

«TBD»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« Four Hundred Eighty Five Thousand Dollars and No Cents » « \$485,000 »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«TBD-\$15,000 for Detention, Security and Safety Consultant»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«TBD »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten » percent («10»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Fifteen »	percent (	«15 »	%)
Design Development Phase	«Twenty »	percent (	«20 »	%)
Construction Documents Phase	«Forty »	percent (	«40 »	%)
Procurement Phase	«Five »	percent (	«5 »	%)
Construction Phase	«Twenty »	percent (	«20 »	%)
« »				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Attachment "A" »

Employee or Category**Rate (\$0.00)**

«ERO Architects	
Principal/Partner	-\$225.00
Principal/Project Manager	\$200.00
Principal/Project Engineer	\$200.00
Senior Project Manager	\$175.00
Interior Designer	\$165.00
Senior Structural Drafter/Designer	\$155.00
Senior Architectural Drafter/Designer	\$155.00
Contract Administrator	\$145.00
Architectural Intern	\$125.00
Production/Drafter	\$120.00
Graphic Designer	\$110.00
Copy Writer	\$ 90.00
Clerical ->>	\$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

Texas Commission Jail Standards submission and review

TDLR – ADA submission and review

Documentation reproduction

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten» percent («10» %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of «Zero» (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «Zero» (\$ «0») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«Prevailing interest in Hidalgo County» % «»

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2
« »

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »]

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

«City of Weslaco, TX »

OWNER (Signature)

« David Suarez » « Mayor »

(Printed name and title)

«ERO Architects »

ARCHITECT (Signature)

« ~~Brian Godínez~~ Eli R. Ochoa, AIA, PE » « Principal »

(Printed name, title, and license number, if required)

D
R
A
F
T



P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southern-trenchless.com

Quote Issued: 5/6/2020

Quote: 9401

Invoice Issued: _____

Invoice: _____

Purchase Order # 20-3097

Buyboard Invoice

Project: City of Weslaco - Bridge St. Pipebursting

Buyboard Proposal Code No: 555-18

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	377	Mobilization	1	EA	\$ 5,500.00	\$ 5,500.00
2	358	Premium Manhole Frame & Cover	2	EA	\$ 1,650.00	\$ 3,300.00
3	360	Manhole Rehabilitation - Cementitious	276	Sq Ft	\$ 15.00	\$ 4,140.00
4	361	Manhole Rehabilitation - Epoxy	276	Sq Ft	\$ 15.00	\$ 4,140.00
5	366	Manhole Bench Rebuild	2	EA	\$ 375.00	\$ 750.00
6	41	Burst Existing 10" or 12" to 12"	240	LF	\$ 88.00	\$21,120.00
7	48	8"-12" Pipe Pipeburst set up hours	240	LF	\$ 11.00	\$ 2,640.00
8	77	12" Clean & Televiser Sanitary	240	EA	\$ 6.60	\$ 1,584.00
9	130	Access Pit 8'-12' deep	1	EA	\$ 4,400.00	\$ 4,400.00
10	144	Flowable Fill (Backfill)	25	CY	\$ 110.00	\$ 2,750.00
11	165	Traffic Control	5	DAY	\$ 1,100.00	\$ 5,500.00
12	167	Flagman	40	HR	\$ 44.00	\$ 1,760.00
		Payment & Performance Bonds	1	EA	\$ 1,727.52	\$ 1,727.52
Total						\$59,311.52
Exclusion:						
1 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.						
2 Waste site to be provided by City of Weslaco.						
3 Does not Include any Asphalt Repairs.						
Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.						
Signature: <u>Mike R. Perez</u> Print Name: <u>Mike R. Perez</u>						
Title: <u>City Manager</u>						

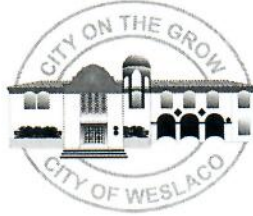
*** Please Make Checks Payable To:
Southern Trenchless Solutions, LLC.
P.O. Box 8084
Weslaco, Texas 78599



We Appreciate Your Business!!!!

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

DATE: May 7, 2020

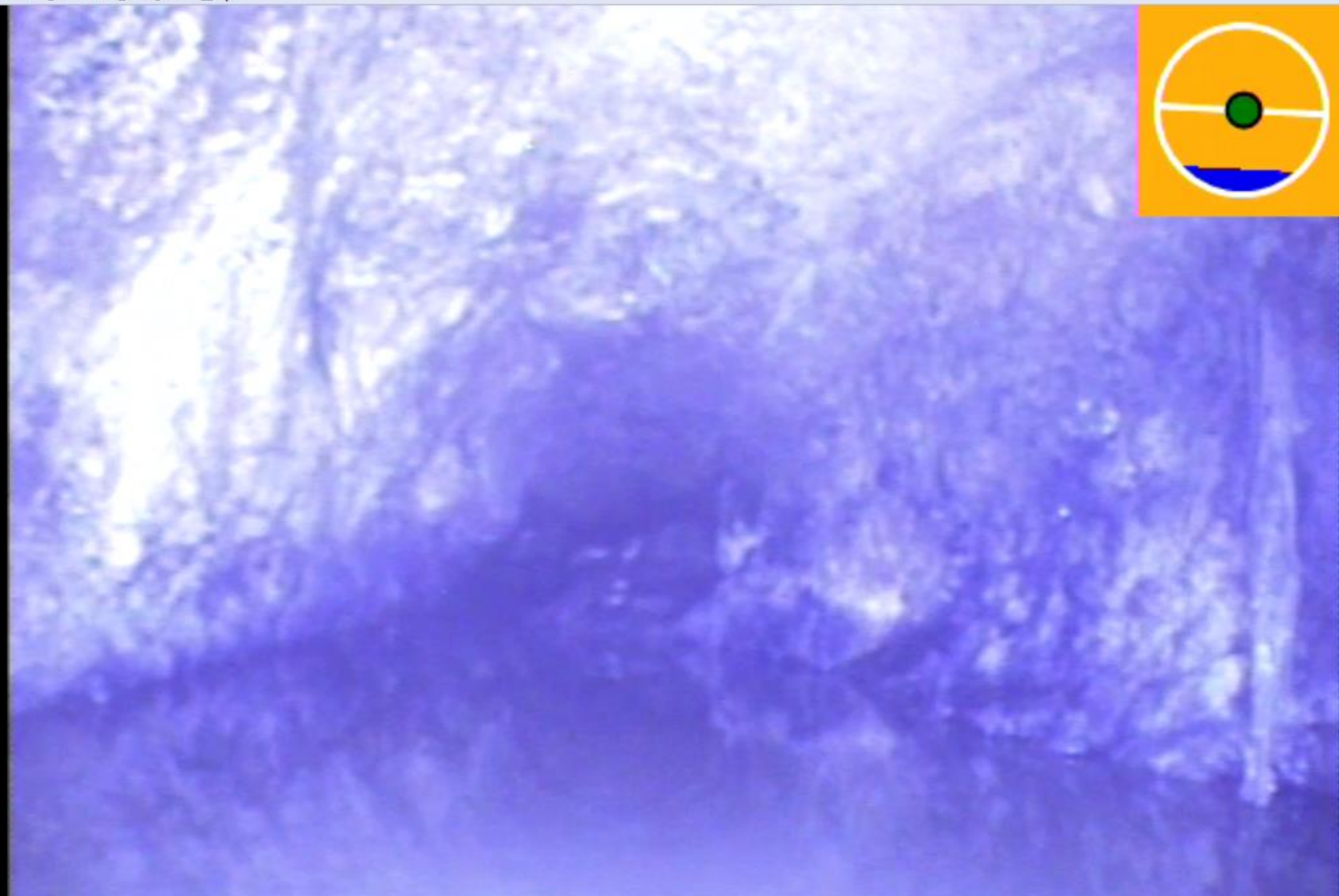
TO: Mike R. Perez, City Manager

From: Marcelo Cosme, Water/Wastewater Superintendent 

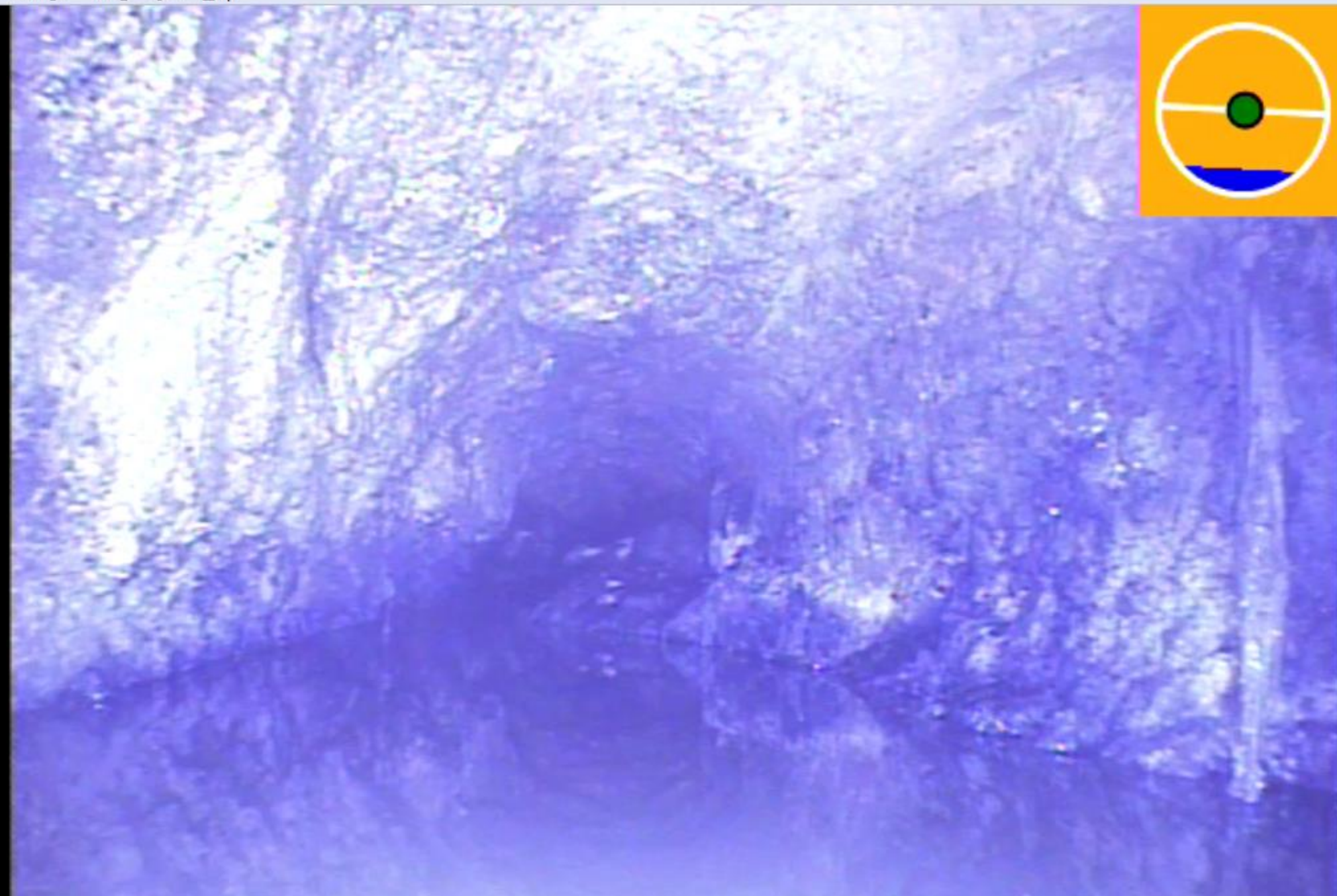
SUBJECT: Emergency Repair of Sewer Line on Bridge

Cc: Pete Garcia, Public Works Director
Olga Garza, Assistant Public Works Director

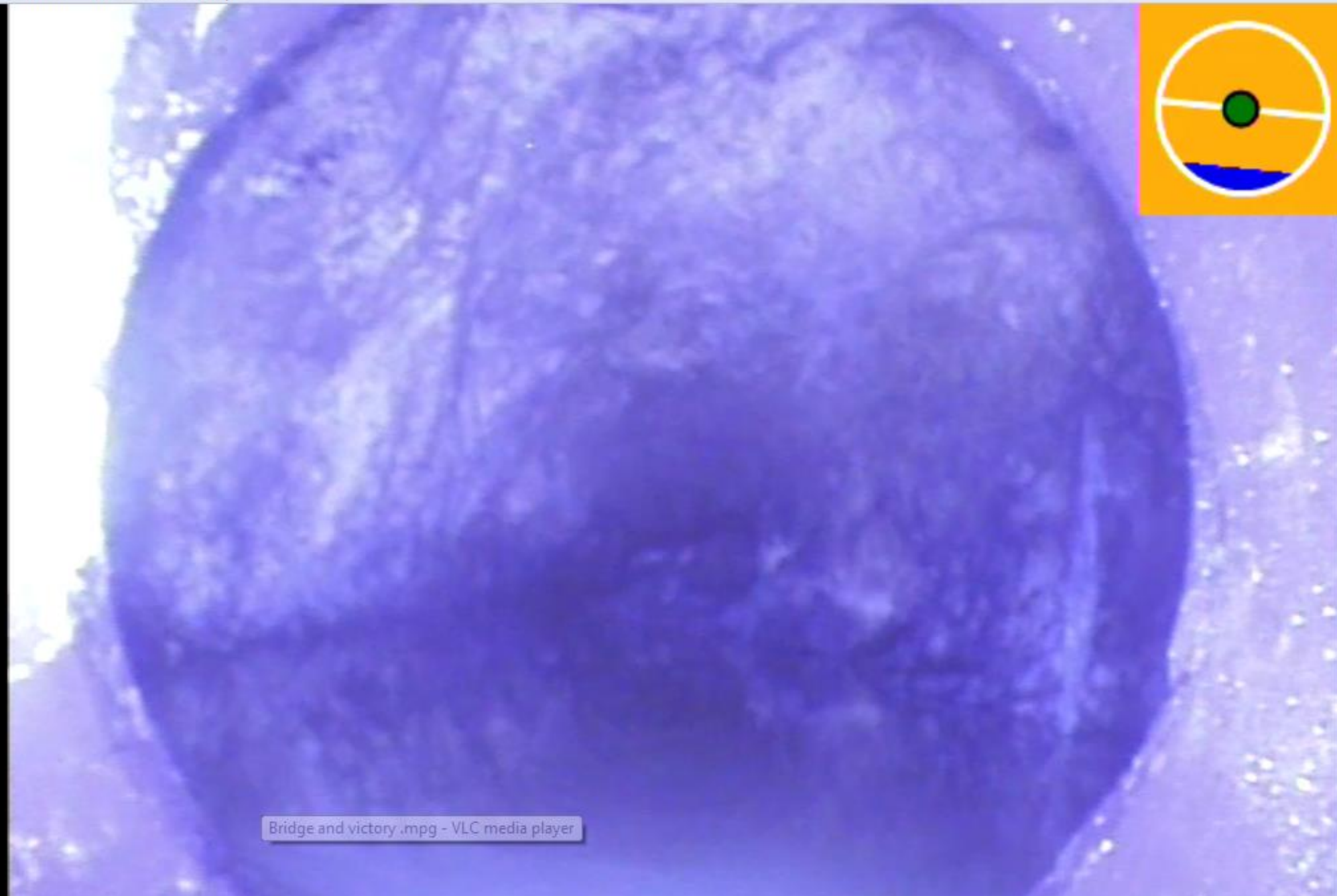
I would like to request approval of the attached Buy Board Proposal for a Pipe Bursting of a 12" sewer line on N. Bridge between Victory St. and Water St. The line has a 15-foot section missing and a cavity measuring about 15 feet long and about 2.5 feet in diameter. At this point the contractor can perform the pipe bursting. However, if we wait any longer there might be a possibility of the cavity collapsing and causing sewer overflows on the north side of the bridge creating a health hazard for the public and the cost for repair would be increased due to the contractor not being able to perform a pipe bursting but instead perform an open cut job. It is my recommendation to approve the quote for the pipe bursting and allow the contractor to order the material and perform the job as soon as possible. Upon your approval I will submit an agenda item for city commission approval to ratify the purchase of this emergency repair.



22.04.20 10:58 AM LZ1:142.4ft FZ:1
Speed: 0cm/s
0:07:48

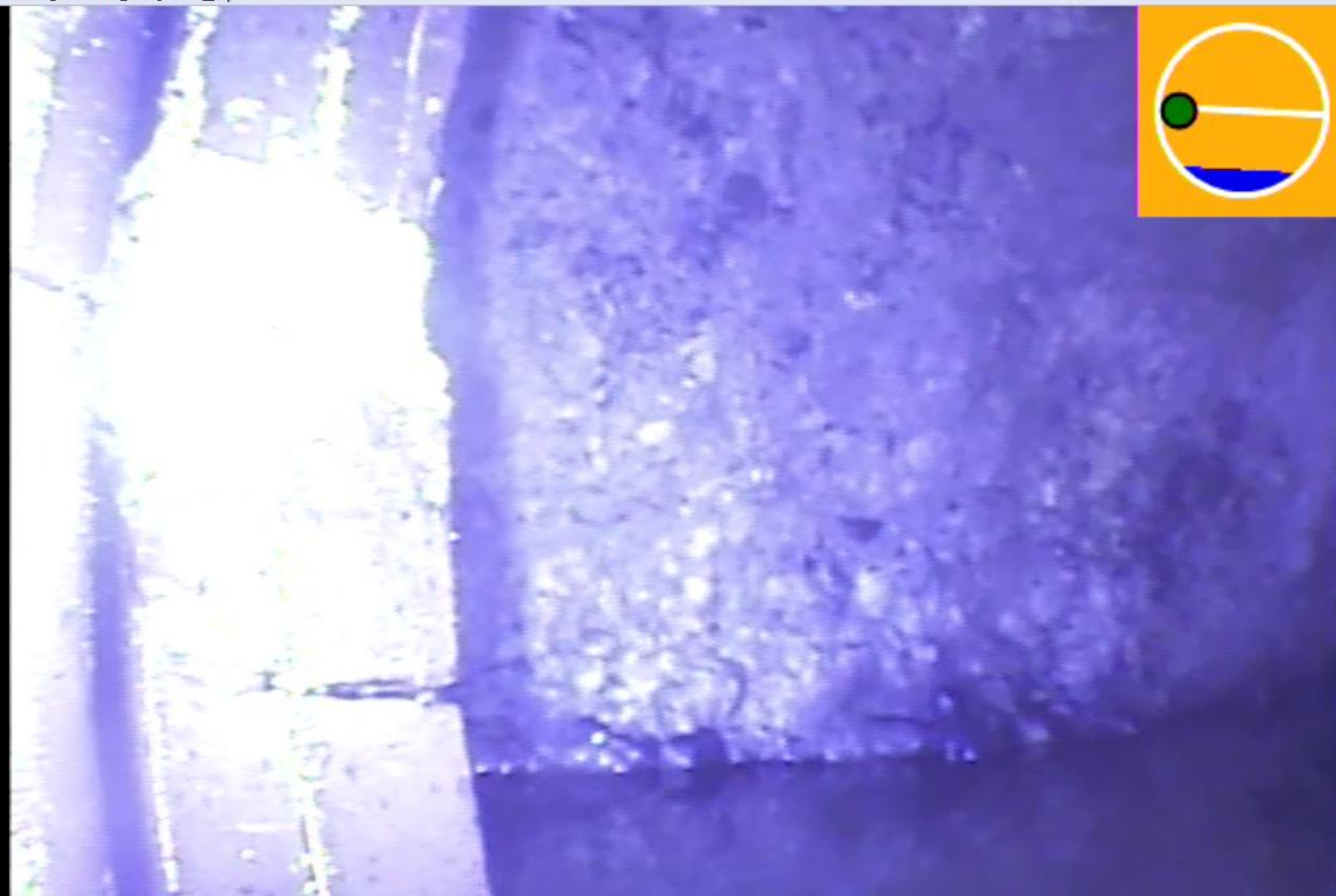


22.04.20 10:59 AM LZ1:145.0ft FZ:1
Speed: 0cm/s
0:08:47



Bridge and victory .mpg - VLC media player

22.04.20 10:56 AM LZ1:139.8ft FZ:1
Speed:14cm/s
0:06:18



22.04.20 10:57 AM LZ1:142.4ft FZ:1
Speed: 2cm/s
0:07:22



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3284	
From: Olga Garza			
Subject: Discussion and consideration to award the purchase of Grapple Brush Truck, as specified on RFB No. 2019-20-12 to the vendor who offers the best value and most advantageous bid (as allowed in Local Government Code 252.043), and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Bid opening was held May 8, 2020.			
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: 1st advertisement 4/22/2020 2nd advertisement 4/29/2020			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: Tabulation RFB 2019-20-12 Grapple Brush Trucks 30yd, Tabulation RFB 2019-20-12 Grapple Brush Trucks 36yd, Memo-Grapple Brush Trucks			
Responsibilities upon Approval:			

CITY OF WESLACO
RFB NO.: 2019-20-12 THREE (3) 30 OR 36 YARD GRAPPLE BRUSH TRUCKS
TABULATION

Opening Date: 5/8/2020

Time: 3:00 PM

30 YD GRAPPLE BRUSH TRUCK

DOGGETT FREIGHTLINER OF SOUTH TEXAS
3103 N CAGE BLVD PHARR, TX 78577

RICHARD RAMIREZ
956-962-5383

ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE	RANK	NOTES
1	2021 FREIGHTLINER M2 W/ROTOBEC ELITE 915 30 YD 260 HP	A	120-150 Days	3	\$ 180,726.00		\$ 542,178.00	20	
2	2021 FREIGHTLINER M2 W/ROTOBEC ELITE 915 30 YD 300 HP	A	120-150 Days	3	\$ 181,816.00		\$ 545,448.00	22	
3	2021 FREIGHTLINER M2 W/BRUSH HAWG C 30 YD 260 HP	STAND UP	120-150 Days	3	\$ 158,032.00		\$ 474,096.00	4	Pending
4	2021 FREIGHTLINER M2 W/BRUSH HAWG C 30 YD 300 HP	STAND UP	120-150 Days	3	\$ 159,122.00		\$ 477,366.00	7	Pending
5	2021 FREIGHTLINER M2 W/PETERSEN TL-3 30 YD 260 HP	STAND UP	120-150 Days	3	\$ 156,672.00	\$ 8,356.00	\$ 495,084.00	10	Meets specs
6	2021 FREIGHTLINER M2 W/PETERSEN DL-3 30 YD 260 HP	A	120-150 Days	3	\$ 159,491.00	\$ 8,356.00	\$ 503,541.00	11	A Frame
7	2021 FREIGHTLINER W/PETERSEN TL-3 30 YD 300 HP	STAND UP	120-150 Days	3	\$ 156,663.00	\$ 8,356.00	\$ 495,057.00	9	Meets specs but ETA
8	2021 FREIGHTLINER M2 W/PETERSEN DL-3 30 YD 300 HP	A	120-150 Days	3	\$ 160,582.00	\$ 8,356.00	\$ 506,814.00	12	A Frame
9	2021 FREIGHTLINER M2 W/ROTOBEC ELITE 910 30 YD 200 HP	A	60-90 DAYS	3	\$ 143,436.00		\$ 430,308.00	1	Does not meet specs (200HP)
10	2021 FREIGHTLINER M2 W/PALFINGER M100 L72 27 YD 260 HP	A	150-195 DAYS	3	\$ 174,790.00		\$ 524,370.00	17	
11	2021 FREIGHTLINER M2 W/PALFINGER M100 L72 27 YD 300 HP	STAND UP	150-195 DAYS	3	\$ 175,881.00		\$ 527,643.00	18	

RUSH TRUCK CENTERS

4700 N CAGE BLVD. PHARR, TX

JOE L. GONZALEZ

956-566-8100

ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE	RANK	NOTES
12	2021 PETERBILT 337 W/PALFINGER M100L72 / 27 YD 280 HP	STAND UP	210-240 DAYS	3	\$ 179,392.90		\$ 538,178.70	19	
13	2021 PETERBILT 337 W/PETERSEN DL3 / 30 YD 280 HP	A	180-240 DAYS	3	\$ 164,656.47	\$ 8,356.00	\$ 519,037.41	16	
14	2021 PETERBILT 337 W/PETERSEN TL3 / 30 YD 280 HP	STAND UP	180-240 DAYS	3	\$ 160,728.02	\$ 8,356.00	\$ 507,252.06	14	
15	2020 PETERBILT 337 W/PETERSEN TL3 / 30 YD 280 HP	STAND UP	IN STOCK	3	\$ 170,211.46		\$ 510,634.38	15	
16	2021 HINO L7 W/PETERSEN DL3 / 30 YD 260 HP	A	270-300 DAYS	3	\$ 158,550.84		\$ 475,652.52	5	A Frame
17	2021 HINO L7 W/PETERSEN TL3 / 30 YD 260 HP	STAND UP	270-300 DAYS	3	\$ 154,572.27	\$ 8,356.00	\$ 488,784.81	8	Meets specs but ETA

CUSTOM TRUCK ONE SOURCE

7200 JACK NEWELL BLVD. FORT WORTH, TX 76118

BRIAN MCCORMICK

979-229-7187

ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE	RANK	NOTES
18	2021 FREIGHTLINER M2 106 / FASSI F14AZ.0.22 24 YD 250 HP	A	IN STOCK	3	\$ 146,170.00		\$ 438,510.00	2	Does not meet specs (250HP)

SOUTHWEST INTERNATIONAL TRUCKS					TANNER BRAGG				
2401 E PIONEER PKWY, ARLINGTON, TX 76010					817-664-2900				
ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE	RANK	NOTES
19	2021 INTERNATIONAL HV607 W/BRUSH HAWG C 30 YD 300 HP	STAND UP	6-8 MONTHS	3	\$ 158,568.08		\$ 475,704.24	6	Pending
20	2021 INTERNATIONAL HV607 W/ROTOBEC ELITE 915 30 YD 260 HP	A	6-8 MONTHS	3	\$ 180,862.88		\$ 542,588.64	21	

KYRISH TRUCK CENTERS					B.J. MCKINNEY				
4911 N CAGE BLVD., PHARR, TX 78557					956-223-4149				
ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE	RANK	NOTES
21	2021 INTERNATIONAL MV607 W/BRUSH HAWG C 30 YD 260 HP	STAND UP	180-210 DAYS	3	\$ 147,800.00		\$ 443,400.00	3	Pending
22	2021 HV507 SFA W/ROTOBEC ELITE 915 A 30 YD 260 HP (ALT BID)	A	180-210 DAYS	3	\$ 169,000.00		\$ 507,000.00	13	

RECOMMENDATION:

CITY OF WESLACO
RFB NO.: 2019-20-12 THREE (3) 30 OR 36 YARD GRAPPLE BRUSH TRUCKS
TABULATION

Opening Date: 5/8/2020
Time: 3:00 PM

36 YD GRAPPLE BRUSH TRUCK

DOGGETT FREIGHTLINER OF SOUTH TEXAS 3103 N CAGE BLVD PHARR, TX 78577	RICHARD RAMIREZ 956-962-5383
--	--

ITEM	MODEL	FRAME	ETA	QTY	UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE
1	2021 FREIGHTLINER M2 W/ROTOBEC ELITE 915 36 YD 260 HP	A	120-150 DAYS	3	\$ 188,026.00		\$ 564,078.00
2	2021 FREIGHTLINER M2 W/ROTOBEC ELITE 915 36 YD 300 HP	A	120-150 DAYS	3	\$ 189,116.00		\$ 567,348.00
3	2021 FREIGHTLINER M2 W/BRUSH HAWG C 36 YD 260 HP	STAND UP	120-150 DAYS	3	\$ 176,298.00		\$ 528,894.00
4	2021 FREIGHTLINER M2 W/BRUSH HAWG C 36 YD 300 HP	STAND UP	120-150 DAYS	3	\$ 177,388.00		\$ 532,164.00
5	2021 FREIGHTLINER M2 W/PETERSON ATLAS AL1 DWT 36 YD 300 HP	STAND UP	120-150 DAYS	3	\$ 188,431.00		\$ 565,293.00
6	2021 FREIGHTLINER M2 W/PETERSEN ATLAS AL1 36 YD 300 HP	A	120-150 DAYS	3	\$ 190,304.00		\$ 570,912.00
7	2021 FREIGHTLINER M2 W/PETERSEN TL-3 36 YD 260 HP	STAND UP	120-150 DAYS	3	\$ 163,947.00	\$ 8,356.00	\$ 516,909.00
8	2021 FREIGHTLINER M2 W/PETERSEN DL-3 36 YD 260 HP	A	120-150 DAYS	3	\$ 167,866.00	\$ 8,356.00	\$ 528,666.00
9	2021 FREIGHTLINER M2 W/PETERSEN TL-3 36 YD 300 HP	STAND UP	120-150 DAYS	3	\$ 165,038.00	\$ 8,356.00	\$ 520,182.00
10	2021 FREIGHTLINER M2 W/PETERSEN DL-3 36 YD 300 HP	A	120-150 DAYS	3	\$ 168,957.00	\$ 8,356.00	\$ 531,939.00
11	2021 FREIGHTLINER M2 W/ROTOBEC ELITE 910 36 YD 200 HP	A	60-90 DAYS	3	\$ 144,436.00		\$ 433,308.00
12	2021 FREIGHTLINER M2 W/PALFINGER M100 L72 37 YD 300 HP	STAND UP	150-195 DAYS	3	\$ 201,874.00		\$ 605,622.00

RUSH TRUCK CENTERS 4700 N CAGE BLVD. PHARR, TX	JOE L. GONZALEZ 956-566-8100
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ITEM	MODEL	FRAME	ETA	QTY	UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE
13	2021 PETERBUILT 348 W/PALFINGER M100L72 / 37 YD 350 HP TANDEM	STAND UP	210-240 DAYS	3	\$ 220,649.35		\$ 661,948.05
14	2021 PETERBUILT 348 W/ATLAS AL1 / 36 YD 300 HP	A	240-270 DAYS	3	\$ 201,624.61	\$ 8,356.00	\$ 629,941.83
15	2021 PETERBUILT 348 W/ATLAS AL-1 / 36 YD 300 HP	STAND UP	240-270 DAYS	3	\$ 197,742.28	\$ 8,356.00	\$ 593,226.84

CUSTOM TRUCK ONE SOURCE 7200 JACK NEWELL BLVD. FORT WORTH, TX 76118	BRIAN MCCORMICK 979-229-7187
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ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE
16	2021 FREIGHTLINER M2 106 W/ROTOBEC ELITE 910 51.56 YD 3 AXLE	A	12-14 WEEKS	3	\$ 221,145.00		\$ 663,435.00

SOUTHWEST INTERNATIONAL TRUCKS 2401 E PIONEER PKWY, ARLINGTON, TX 76010	TANNER BRAGG 817-664-2900
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ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE
17	2021 INTERNATIONAL HV607 W/BRUSH HAWG C 36 YD	STAND UP	6-8 MONTHS	3	\$ 176,834.08		\$ 530,502.24
18	2021 INTERNATIONAL HV607 W/ROTOBEC ELITE 915 36 YD	A	6-8 MONTHS	3	\$ 189,297.28		\$ 567,891.84

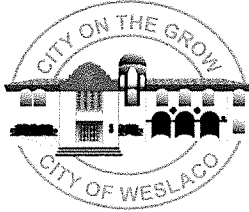
KYRISH TRUCK CENTERS 4911 N CAGE BLVD., PHARR, TX 78557	B.J. MCKINNEY 956-223-4149
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ITEM	MODEL	FRAME	ETA	QTY	BASE UNIT PRICE	OPTIONAL ITEMS	TOTAL PRICE
19	2021 INTERNATIONAL MV607 W/BRUSH HAWG C 36 YD 300 HP	STAND UP	180-210 DAYS	3	\$ 168,000.00		\$ 504,000.00
20	2021 HV507 SFA W/ROTOBEC ELITE 915 36 YD 300 HP (ALT BID)	A	180-210 DAYS	3	\$ 178,700.00		\$ 536,100.00

RECOMMENDATION:

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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: May 15, 2020

To: Mayor and City Commission

From: Olga Garza, Assistant Public Works Director 

Subject: Grapple Brush Trucks RFB No.: 2019-20-12

CC: Mike Perez, City Manager

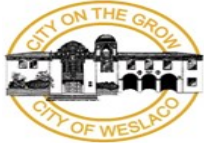
Final recommendation for RFB No.: 2019-20-12 is still pending. Some of the lowest bids do not meet specifications. We are also verifying information on the other bids regarding the availability of parts and the reliability of the equipment since we have not found any south of the San Antonio, TX area. Finally, an analysis is also being prepared based on the ETA of the equipment and if it will benefit the City financially.



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3286	
From: Olga Garza			
Subject: Discussion and consideration to award the purchase of a Utility Tractor, as specified on RFB No. 2019-20-13 to H & V Equipment for the best value and most advantageous bid in the amount not to exceed \$29,917.77 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Work Department.)			
Background: Bid opening was held May 8, 2020.			
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: 1st advertisement 4/22/2020 2nd advertisement 4/29/2020			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: Tabulation RFB 2019-20-13 Utility Tractor			
Responsibilities upon Approval:			

CITY OF WESLACO
RFB No.: 2019-20-13 UTILITY TRACTOR
TABULATION



Date: 5/8/2020

DESCRIPTION	QTY	<u>Total Price</u>	<u>Total Price</u>	<u>Total Price</u>	<u>Total Price</u>	<u>Total Price</u>	<u>Total Price</u>	<u>Total Price</u>
One (1) Utility Tractor	1	\$32,280.73	\$31,690.00	\$39,139.66	\$31,625.00	\$29,917.77	\$31,500.00	\$28,425.60
		Kubota L3560 HSTC-LE, 35 HP, Enclosed Cab	Kioti CK3510SE Tractor, KL4030QA66 Front Loader, 35 HP	John Deere 3033R Compact Utility Tractor, 33 HP, Enclosed Cab	Massey Ferguson 1835M, 36.2 HP, Enclosed Cab	Zetor M40HTC Tractor, 38 HP, Enclosed Cab	New Holland Boomer 40 T4B, 40HP, Enclosed Cab	Bobcat CT 2535 HST 35 HP, Enclosed Cab
		ETA: 5/27/2020	ETA: 30 Days	ETA: 60 Days	ETA: August 2020	ETA: 2 Weeks	ETA: 3 Weeks	ETA: 45-60 Days
		\$32,280.73	\$31,690.00	\$39,139.66	\$31,625.00	\$29,917.77	\$31,500.00	\$28,425.60
		Elliff Motors	Mercaterra Atlantic, LLC	Ag-Pro/John Deere	Seiver Implement Co.	H&V Equipment	Wylie Implement	Bobcat of the RGV

RECOMMENDATION:

Staff recommends approval of the best value and most advantageous bid, H&V Equipment in the amount not to exceed \$29,917.77.

The lowest bid, Bobcat of the RGV, does not meet specs.

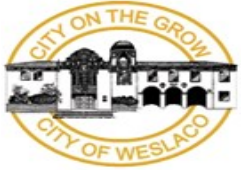
Tabulation created by: Olga Garza



Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3289	
From: Olga Garza			
Subject: Discussion and consideration to award the purchase of a Crew Cab Truck, as specified on RFB No. 2019-20-14 to the best value and most advantageous bidder, GUNN Chevrolet, in the amount not to exceed \$29,932.75 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Bid opening was held May 8,2020.			
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: 1st advertisement 4/22/2020 2nd advertisement 4/29/2020			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: Tabulation RFB 2019-20-14 Crew Cab Truck, GUNN Chevrolet Bid			
Responsibilities upon Approval:			

CITY OF WESLACO
RFB No.: 2019-20-14 CREW CAB TRUCK
TABULATION



Date: 5/8/2020

DESCRIPTION
CREW CAB TRUCK

QTY
1

BOGGUS FORD Steve Hollon 2521 S. Expwy 83 Harlingen, TX 78550 Ph No.: 956.423.2580 Office No.: 866.423.2580 shollon@boggusford.com	Caldwell Country Chevrolet Averyt Knapp P.O. Box 27 Caldwell, TX 77836 Ph No.: 956.567.6116 Office No.: 956.567.0853 aknapp@caldwellcountry.com	GUNN Buick GMC LTD Danny Mireles 16440/H35N Selma, TX 78154 Ph No.: 210.599.5000 Office No.: 210.599.4251 dmireles@gunnauto.com
Total Price \$31,302.00 2020 Ford F-150 Supercrew 1/ 2 Ton V-8 4X4 ETA: IN STOCK \$31,302.00 Boggus Ford	Total Price \$29,975.00 2020 Chevrolet 1500 Silverado Crew Cab V-8 4X4, Z71 PACKAGE ETA: 120-150 DAYS \$29,975.00 Caldwell Country Chevrolet	Total Price \$29,932.75 2021 GMC Sierra 1500 Crew Cab 4X4 ETA: 120-150 DAYS \$29,932.75 Gunn Chevrolet

RECOMMENDATION:

Staff recommends approval of the best value and most advantageous bid, GUNN Chevrolet in the amount not to exceed \$29,932.75.

Tabulation created by: Olga Garza

CITY OF WESLACO

ONE (1) HALF TON "UNLEADED GASOLINE" CREW CAB TRUCK
RFB No.: 2019-20-14

REVISED BID FORM

The GUNN BUICK GMC LTD (bidder), having read the specifications, proposes to furnish **ONE (1) HALF TON "UNLEADED GASOLINE" CREW CAB TRUCK**, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Unit: F.O.B. City of Weslaco, Finance Department, 255 S. Kansas Ave.,
Weslaco, Texas 78596 / Attn: Homer Rhodes

Respectfully submitted this 1 day of MAY, 2020.

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

Description

ONE (1) HALF TON "UNLEADED GASOLINE" CREW CAB TRUCK

Make/Model

2021
4x4 GMC 1500 SHORT BOX CREW CAB - TK10543

Grand Total: \$ \$29932⁷⁵

Estimated Delivery Time Frame upon issuance of Purchase Order: 120+ DAYS

Company: GUNN BUICK GMC LTD

Address: 16440 IH35N City/State/Zip: SELMA, TEXAS 78154

Phone Number: 210-599-5000 x2059 Fax Number: 210-599-4251

Authorized Signature: Danny Mireles Date: 5/1/2020

Title: GOVERNMENT FLEET SALES REP E-mail: dmireles@gunnauto.com

DANNY MIRELES
Please print above signature

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

ONE (1) HALF TON "UNLEADED GASOLINE" CREW CAB TRUCK

REVISED Minimum Specifications

A. Engine

1. V8 engine - Gas

Comply

☒ Yes ☐ No

B. Transmission

1. Automatic

☒ Comply
☐ Yes ☐ No

C. Axle

1. Electronic locking

☒ Comply
☐ Yes ☐ No

D. Wheels / Tires

1. Standard equipped

☒ Comply
☐ Yes ☐ No

E. Seats & Trim

1. HD Vinyl 40/20/40 Split Bench Seat w/center armrest.

☒ Comply
☐ Yes ☐ No

F. Warranty

- | | |
|--------------------------|--------------------------------------|
| 1. Basic | 100,000 miles / 60 months |
| 2. Powertrain | 60,000 miles / 60 months |
| 3. Corrosion Perforation | Unlimited / 60 months |
| 4. Roadside Assistance | 60,000 miles / 60 months |

3YR OR 36,000K
5YR OR 100,000K (FLEET)
100,000K

Comply

☐ Yes ☒ No

G. Interior & Exterior

1. Medium ~~earth gray~~ / Oxford white.

BLACK / WHITE

Comply

 Yes No

H. Other Options

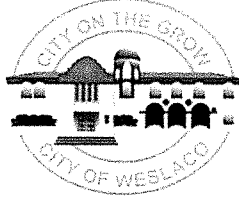
1. 4 x 4
2. ~~157" Wheelbase~~ *SHORT BOX 147" WHEEL BASE*
3. Air Condition
4. Radio AM/FM Stereo w/ standard speakers
5. Power windows / Power locks
6. Remote keyless entry
7. Steering Wheel-Mounted Cruise Control
8. Heavy Service Front Suspension Package
9. Rear vision camera
10. 5.5 Short Bed - *SHORT BOX*
11. Trailer Tow Package

Comply

 Yes No

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

April 27, 2020

Notice is hereby given to all prospective respondents for "RFB NO.: 2019-20-14"
ONE (1) HALF TON "UNLEADED GASOLINE" CREW CAB TRUCK

- 1 The city has revised the minimum specifications and decided to bid out a half ton unleaded gasoline truck... see following: Revised specifications and Revised bid form henceforth

Homer Rhodes,

hrhodes@weslacotx.gov

Purchasing Agent

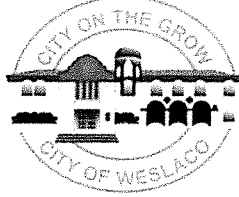
Acknowledged by Firm:

date:

5/1/2020

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

April 24, 2020

Notice is hereby given to all prospective respondents for "RFB NO.: 2019-20-14"
ONE (1) HALF TON "DIESEL" CREW CAB TRUCK

- 1 Is the truck a 2 wheel drive or 4x4? 4 X 4

Homer Rhodes,

hrhodes@weslacotx.gov

Purchasing Agent

Acknowledged by Firm:

date:

5-1-2020



Gunn Buick,GMC,LTD

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

City of Weslaco RFB#2019-20-14

Prepared For: Homer Rhodes 2020 GMC Crew Cab 147' Short Box

956-968-3181

hrrhodes@weslacotx.gov

Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147"



Gunn Buick,GMC,LTD

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147"

MSRP:\$39,200.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
TK10543	[Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147"	\$39,200.00
OPTIONS		
1SA	Work Truck Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional keys for single key system	\$45.00
A52	Seats, front 40/20/40 split-bench.	\$0.00
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Differential, heavy-duty locking rear	\$395.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
K34	Cruise control, steering wheel-mounted	Inc.
KNP	Cooling, auxiliary external transmission oil cooler	Inc.
L82	Engine, 5.3L EcoTec3 V8 with Active Fuel Management	\$1,395.00

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Data Version: 10849. Data Updated: Apr 26, 2020 9:47:00 PM PDT.



Gunn Buick,GMC,LTD

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" (✔ Complete)

MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
PCI	Convenience Package	Inc.	
PEB	Sierra Value Package		\$1,640.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
UF2	LED Cargo Area Lighting	Inc.	
Z82	Trailer Package	Inc.	
—	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free	Inc.	
—	Option/Package Discount		(\$500.00)
SUBTOTAL			\$42,175.00
Adjustments Total			\$0.00
Destination Charge			\$1,595.00
TOTAL PRICE			\$43,770.00

FUEL ECONOMY

Est City:15 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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Data Version: 10849. Data Updated: Apr 26, 2020 9:47:00 PM PDT.



Gunn Buick,GMC,LTD

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" (✔ Complete)

Standard Equipment

Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, 4.3L EcoTec3 V6 with Active Fuel Management (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (Requires (MYC) 6-speed automatic transmission.) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (LV3) 4.3L EcoTec3 V6 engine or (L82) 5.3L EcoTec3 V8 engine.) (STD)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (LV3) 4.3L EcoTec3 V6 engine. Requires Double Cab 4WD model and (L82) 5.3L EcoTec3 V8 engine. Requires 4WD Crew Cab or Double Cab models with (L3B) 2.7L Turbo engine.) (STD)

Transfer case, single speed, electronic Autotrac with push button control (4WD models only)

Four wheel drive

Cooling, external engine oil cooler (Not available with (L3B) 2.7L Turbo engine.)

Alternator, 170 amps

Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included on 2WD models with (PQA) 1SA Driver Alert Package I. Available on 2WD models as a free flow option.)

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

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Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" (✔ Complete)

Exterior

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome surround with Black mesh.)

Headlamps, LED reflector with incandescent turn signals and LED signature Daytime Running Lamps

Taillamps, LED tail and stop light with incandescent reverse light

Mirrors, outside manual, Black

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door

Door handles, Black grained

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench. (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

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Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" (✓ Complete)

Interior

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Interior

Daytime Running Lamps LED signature lighting

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2020 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" (👍 Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Standardized Agenda Request Form

Date of Meeting: May 19, 2020		Agenda Item No. (to be assigned by CSO): 2020-3290	
From:			
Subject: Discussion and consideration to select SWG Engineers and Cruz-Hogan Consultants to assist with Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant applications and subsequent design of two qualifying drainage improvement RDF Projects including Clecker-Heald and the Mayor Pablo Peña Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: TWDB Flood Infrastructure Fund Program is accepting grant applications for flood control, flood mitigation, and drainage projects. The City of Weslaco is eligible to receive a zero interest (0%) loan. There are two qualifying funding candidates that we propose including the Clecker-Heald RDF Project (#2 Ph 1B) and the Mayor Pablo Peña Park RDF Project (#3 Ph 1). Additionally, two local consultants, SWG Engineers and Cruz-Hogan Consultants are available to help with the funding applications, which are due by June 15th, and the subsequent design of these projects.			
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):			
Alberto Aldana		Created/Initiated	
Alberto Aldana		Approved	
Mike Perez		New	
City Manager Comments: Approved two firms to draw for the two RDF projects: Mayor Pablo Pena (City) park and Cleckler-Heald.			
Staff Recommendation: Recommend that SWG Engineers be selected for Project 2 PH 1B and that Cruz-Hogan be selected for Project 3 PH 1 work on funding applications and possible design services.			
Attachments, if any: Flood Infrastructure Fund (FIF) _ Texas Water Development Board, Drainage Projects for Funding			

Responsibilities upon Approval:
--

Flood Infrastructure Fund (FIF)

NOTE: FIF Abridged Applications are due at 5:00pm on June 15, 2020. [Download a copy of the Abridged Application here.](#)

[Flood mitigation funding and resource on-demand presentations](#)

Passed by the Legislature and approved by Texas voters through a constitutional amendment, the FIF program provides financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects. [The Flood Intended Use Plan \(Flood IUP\)](#) details the structure of each funding cycle.

In addition to its administration of the FIF, the TWDB is working collaboratively with the Texas General Land office and Texas Division of Emergency Management to assist communities in determining which of the available funding sources for flood-related projects is the best fit for them. The Flood Information Clearinghouse Committee (FLICC) represents an ongoing multi-agency effort to maximize the effective utilization of public funding resources and help communities identify the source they would like to pursue.

1. What activities are eligible for FIF assistance?

FIF rules allow for a wide range of flood projects, including structural and nonstructural projects as well as nature-based solutions. Examples include:

Planning Phase Activities

- Preliminary engineering
- Project design
- Feasibility assessments
- Coordination and development of regional projects
- Obtaining regulatory approvals
- Hydraulic and hydrologic studies

Construction/Rehabilitation Phase Activities

- Drainage infrastructure (channels, ditches, ponds, pipes, etc.)
- Flood control infrastructure
- Flood mitigation infrastructure
- Retention basins
- Detention ponds
- Sustainable infrastructure
- Nonstructural flood mitigation
- Development of or amendments to flood related codes
- Permeable pavement
- Erosion control
- Levees
- Pump stations

- Rehabilitation of existing infrastructure taking into consideration implementation of improved resiliency, not including costs associated with current or future operations and maintenance activities
- Property acquisitions determined to be the best solution for highest-risk properties
- Restoration of riparian corridors, floodplains, coastal areas, wetlands, etc.
- Natural erosion and runoff control
- Reasonable amount of improvements to ancillary systems directly related to the project as determined by TWDB

Other Eligible Activities

The assistance is also able to support activities that may not traditionally be thought of as flood projects. These include:

- Warning systems
- Stream gages
- Educational campaigns
- Crossing barriers

Project Categories

As outlined in the Flood IUP, eligible projects will fall into one of four categories:

- Category 1 – Flood Protection Planning for Watersheds
- Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation.
- Category 3 – Federal Award Matching Funds
- Category 4 – Measures Immediately Effective in Protecting Life and Property

2. Who is eligible to receive FIF assistance?

Political subdivisions are eligible to apply for financial assistance for flood mitigation projects. This includes cities, counties, and any district or authority created under Article III, Section 52 or Article XVI, Section 59 of the Texas Constitution.

Specific to Category 1, "Flood Protection Planning for Watersheds" only, eligible political subdivision applicants includes a city, county, district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, any other political subdivision of the state, any interstate compact commission to which the state is a party, and any nonprofit water supply corporation created and operating under Chapter 67.

3. What type of assistance is available?

The FIF program provides opportunities for loans with an interest rate of 0% and grants, with the methodology for determining the eligible grant amount based on the category in which the project falls:

Category 1 – Flood Protection Planning for Watersheds:

1. Income and federal disaster declaration: If the AMHI of the study area $\leq$ 50% of the state-wide AMHI and the project area was the subject of a flood-related federal disaster declaration within the past 5 years – 100% grant; or
2. Income only:
 - If the AMHI of the study area $\leq$ 75% of the state-wide AMHI - 90% grant with 10% local share of the total cost to political subdivisions; or
 - If the AMHI of the study area $>$ 75% and $\leq$ 125% of the state-wide AMHI - 75% grant with 25% local share of the total cost to political subdivisions; or
 - If the AMHI of the study area $>$ 125% of the state-wide AMHI - 50% grant with 50% local share of the total cost to political subdivisions.

In-kind services may be substituted for any part of the local share, if such services are directly in support of the planning effort, are fully explained and documented in the complete application, and approved as part of the TWDB commitment.

Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation

Loans with interest rate of 0% or grants based on the following method. The sum of all qualifying grant percentages below will represent the overall grant allocation. The remainder of funds requested will be provided in the form of a zero interest (0%) loan.

1. Outside of [Metropolitan Statistical Area \(MSA\)](#): If the project is entirely located outside of an MSA, then 10% grant.
2. Income:
 - AMHI $\leq$ 85% of the state-wide AMHI are eligible to receive 10% grant, or
 - AMHI $\leq$ 75% of the state-wide AMHI are eligible to receive 25% grant, or
 - AMHI $\leq$ 65% of the state-wide AMHI are eligible to receive 30% grant, or
 - AMHI $\leq$ 50% of the state-wide AMHI are eligible to receive 40% grant.
3. Unemployment Rate: If the unemployment rate exceeds the state-wide rate, then calculate as the unemployment rate / state-wide unemployment rate X 2.5%, then round up to nearest integer (Up to 5% maximum grant).
4. Population Decline %: If the population has declined, then calculate as Prior population less Current population / Prior Population as a percentage, then round up to nearest integer (Up to 5% maximum grant).
5. Rural Applicant: 5% grant if
 - All entities within the project benefit area are outside MSAs and have populations $<$ 10,000; or
 - a district or municipality with a service area of 10,000 or less in population; or
 - a county in which no urban area exceeds 50,000 in population.
6. Green / Nature-Based: If 30% of total project costs are considered Green or Nature-Based, then 5% grant, provided either the project is located outside of an MSA or it meets one of the income, unemployment rate, population decline, or rural applicant qualifiers above.

Note: It is not necessary to meet one of the AMHI thresholds to obtain the grant funding. Applicants are eligible for grant funding for any of the qualifiers the project meets. (Note: To qualify for the Green / Nature-Based option, the project must be located outside of an MSA or meet one of the income, unemployment rate, declining population, or rural applicant qualifiers).

Category 3 – Federal Award Matching Funds

Loans with interest rate of 0% or grants for a portion of the applicant's required federal match amount based on the following method. The sum of all qualifying grant percentages below will represent the overall grant allocation. However, regardless of the number of grant qualifiers, the total grant % may not exceed 90% grant, with 10% local share.

1. Outside of MSA: If the project is entirely located outside of an MSA, then 10% grant.
2. Income:
 - AMHI $\leq$ 85% of the state-wide AMHI are eligible to receive 40% grant, or
 - AMHI $\leq$ 75% of the state-wide AMHI are eligible to receive 55% grant, or
 - AMHI $\leq$ 65% of the state-wide AMHI are eligible to receive 60% grant, or
 - AMHI $\leq$ 50% of the state-wide AMHI are eligible to receive 70% grant.
3. Unemployment Rate: If the unemployment rate exceeds the state-wide rate, then calculate as the unemployment rate / state-wide unemployment rate X 2.5%, then round up to nearest integer (Up to 5% maximum grant).
4. Population decline %: If the population has declined, then calculate as Prior population less Current population / Prior Population as a percentage, then round up to nearest integer (Up to 5% maximum grant).
5. Rural Applicant: 5% grant if
 - All entities within the project benefit area are outside MSAs and have populations <10,000; or
 - a district or municipality with a service area of 10,000 or less in population; or
 - a county in which no urban area exceeds 50,000 in population.
6. Green / Nature-Based: if 30% of total project costs are considered Green or Nature-Based, then 5% grant, provided either the project is located outside of an MSA or it meets one of the income, unemployment rate, population decline, or rural applicant qualifiers above.

Note: It is not necessary to meet one of the AMHI thresholds to obtain the grant funding. Applicants are eligible for grant funding for any of the qualifiers the project meets. (Note: To qualify for the Green / Nature-Based option, the project must be located outside of an MSA or meet one of the income, unemployment rate, population decline or rural applicant qualifiers).

Category 4 – Measures Immediately Effective in Protecting Life and Property

Loans with interest rate of 0% or grants based on the following method. The sum of all qualifying grant percentages below will represent the overall grant allocation. The remainder of funds requested will be provided in the form of a zero interest (0%) loan. Regardless of the number of grant qualifiers, the total grant % may not exceed 90% grant.

1. Outside of MSA: If the project is entirely located outside of an MSA, then 10% grant.
2. Income:
 - AMHI $\leq$ 85% of the state-wide AMHI are eligible to receive 40% grant, or
 - AMHI $\leq$ 75% of the state-wide AMHI are eligible to receive 55% grant, or
 - AMHI $\leq$ 65% of the state-wide AMHI are eligible to receive 60% grant, or
 - AMHI $\leq$ 50% of the state-wide AMHI are eligible to receive 70% grant.
3. Unemployment Rate: If the unemployment rate exceeds the state-wide rate, then calculate as the unemployment rate / state-wide unemployment rate X 2.5%, then round up to nearest integer (Up to 5%

maximum grant).

4. Population decline %: If the population has declined, then calculate as Prior population less Current population / Prior Population as a percentage, then round up to nearest integer (Up to 5% maximum grant).
5. Rural Applicant: 5% grant if
 - All entities within the project benefit area are outside MSAs and have populations <10,000; or
 - a district or municipality with a service area of 10,000 or less in population; or
 - a county in which no urban area exceeds 50,000 in population.
6. Green / Nature- Based: If 30% of total project costs are considered Green or Nature-Based, then 5% grant, provided either the project is located outside of an MSA or it meets one of the income, unemployment rate, population decline, or rural applicant qualifiers above.

Note: It is not necessary to meet one of the AMHI thresholds to obtain the grant funding. Applicants are eligible for grant funding for any of the qualifiers the project meets. (Note: To qualify for the Green / Nature-Based option, the project must be located outside of an MSA or meet one of the income, unemployment rate, population decline or rural applicant qualifiers).

4. Are there requirements unique to FIF that existing TWDB customers should be aware of?

All projects seeking funding consideration are subject to specific Minimum Standards, described in detail in the Flood IUP.

1. **Benefit/Cost Ratio Analysis:** both the costs and the benefits of proposed projects must be quantified and reported. The benefits may include a variety of items including, but not limited to, property losses avoided risk of injuries or fatalities prevented, and economic disruption or environmental losses avoided. Additional guidance and suggested methodologies are provided in the Flood IUP.
2. **Memoranda of Understanding:** If the project is a flood control project, as defined by 31 TAC § 363.402(3), and the project watershed is partially located outside the political subdivision that is filing the application, the applicant must submit a memorandum of understanding (MOU) relating to management of the project watershed. The MOU must be approved and signed by all governing bodies of eligible political subdivisions located in the project watershed. For the Abridged Application, the applicant must submit a list of all eligible political subdivisions that will be required to approve and sign an MOU and a certification that it has provided a copy of the proposed MOU and an adequately detailed description of the proposed project to all eligible political subdivisions on the list.
3. **An affidavit** that the applicant has acted cooperatively with other political subdivisions (as defined in 31 TAC § 363.402(2)) to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions (as defined in 31 TAC § 363.402(2)) substantially affected by the proposed flood project have participated in the process of developing the proposed flood project, recognizing that providing adequate notice and ample opportunity to any such eligible political subdivision that elects not to participate further would fulfill this requirement, provided evidence of notification is included in the application. The affidavit must be provided with the complete application, not the abridged application.

4. The funding request must not include redundant funding for activities already performed and/or funded through another source.
 5. The area to be served by the proposed project must have floodplain ordinances or orders, as applicable, in place and the appropriate entity must certify that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but may exceed the NFIP minimum standard. The only exception to the certification is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program.
 6. The proposed project must be developed using the best/most recent available data.
 7. Applicants for construction funds must be able to document that they:
 1. planned for operations and maintenance costs associated with the proposed facilities, (note: operations and maintenance are not eligible costs under this program) and
 2. considered possible floodwater capture techniques that could be associated with the proposed project for water supply purposes.
-

5. How does the application and selection process work?

The FIF application is a two-step process: Abridged Applications provide the TWDB with information needed to prioritize projects according to criteria described in further detail in the Flood IUP:

- Priority projects: points for Category 1 projects
- Priority projects: points for Category 4 projects
- Rural applicants
- Emergency need due to recent or imminent failure, or recent flood-related disaster declarations
- Distributed benefits (i.e. projects that are expected to directly benefit or include the active participation of other political subdivisions)
- Timely completion
- Water supply benefits associated with construction projects
- Floodplain impacts: structures anticipated to no longer be located in a floodplain due to the proposed project's impact on floodplain characteristics
- Points for projects consisting of planning, acquisition, and design only (no construction/rehabilitation funds requested)
- Points for non-structural flood mitigation elements constituting at least 20% of total project costs
- Tiebreaker: social vulnerability index (SVI), using the SVI metric developed by the U.S. Centers for Disease Control and Prevention (CDC).

Applicants whose projects rank within the program's available capacity are invited to submit [full financial assistance applications](#), which provide more detailed financial, legal, engineering, and other information. Once the technical review process has been completed, the project is presented to the Board for funding consideration.

6. How may I determine if other sources of flood mitigation financing are available?

Information from a submitted abridged application will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

7. Where can I get more information?

In order to provide you with a single point of contact at the TWDB, our project implementation staff is organized into seven regional project implementation teams. Each team is led by a manager that serves as the primary point of contact for both our existing and future customers. For assistance with the application or any questions related to your project, please look up [contact information for your Regional Team](#).

How to Apply

1. Download a copy of the [Abridged Application \(Word document\)](#).
2. Email the completed Abridged Application and applicable attachments to FIF@twdb.texas.gov by **5:00pm on Monday, June 15**. Or send a hard copy Abridged Application and applicable attachments to:

Texas Water Development Board
ATTN: FIF Abridged Application
P.O. Box 13231
Austin, Texas 78711-3231

Please feel free to contact Tom Entsminger at (512) 936-0802 or send an email to FIF@twdb.texas.gov for assistance if you encounter any problems while completing the abridged application.

Schedule

- March 16, 2020 - Abridged application period begins
- June 15, 2020 - Abridged applications due
- Summer 2020
 - Board considers prioritization of abridged applications and Invitations extended to submit complete financial applications
- Summer/Fall 2020
 - Applications due
- Winter 2020
 - Financial assistance commitments begin
- Late 2020/Early 2021
 - Borrower closings begin (six-month commitment expiration period)

Resources

U.S. Census Bureau American Community Survey (ACS) Data

- [U.S. Census Bureau 2014-2018 ACS 5-year estimates and U.S. Census Bureau 2010-2014 ACS 5-year estimates](#)

Metropolitan Statistical Area (MSA) Information

- [Excel worksheet of current MSAs in Texas](#)
- [Map of the US showing current MSAs](#)



Project Summary Information

Project Area: 2

Project Phase: 1B

Project Name: Westgate to Texas Blvd, North of I-2

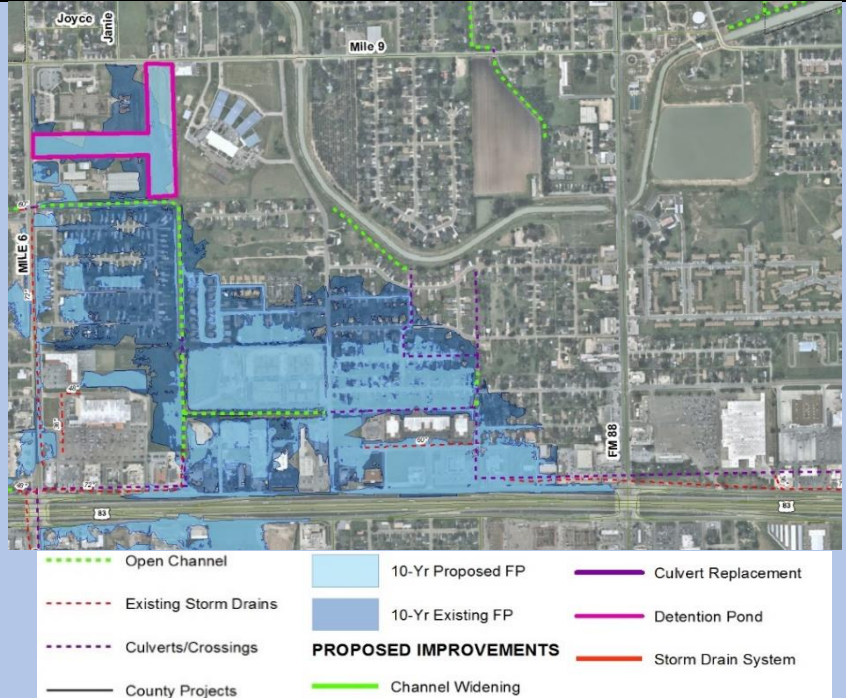
Project Type: Detention Pond

Problem Description:

Project area 2 is located in Northwest Weslaco between Westgate and Texas Blvd, north of Interstate 2. An existing storm drain system moves the storm water from the surrounding neighborhoods and commercial properties into a channel that outfalls into an existing undersized storm drain system. The current system cannot contain the runoff from the storm drain system for a 10-year event, and the model shows 449 houses in the surrounding floodplain. A 50-year event shows 510 houses in the floodplain. The channel does not appear to be adequately connected to the drainage system to move the storm water out of the neighborhoods and commercial properties and into the floodway.

Proposed Improvements:

The proposed project for this phase includes the development of an 11 - Acre detention pond in the open space behind the Clecker-Heald Elementary School. The detention pond will store a portion of storm runoff to allow the downstream channel and storm drain system time to move more water out of the area before channels and storm drains begin flooding. This will remove 209 houses from the 10-year floodplain and 4 houses from the 50-year floodplain.



Proposed Project Schedule:

Project Costs:			
Phase Cost			
\$2,422,000			
Cumulative Cost			
\$2,422,000			
	Short Term	Project 7	\$ 82,000
		Flap gates	\$ 500,000
		Project 8	\$ 1,386,000
		Project 2 Phase 1B	\$ 2,422,000
		Project 6	\$ 4,775,000
	Intermediate Term	Flap gates	\$ 500,000
		Project 4 Phase 1	\$ 4,866,000
		Project 1	\$ 3,882,000
		Project 5 Phase 1	\$ 4,784,000
	Long Term	Project 3 Phase 1	\$ 9,167,000
		Project 3 Phase 2	\$ 11,910,000
		Project 2 Phase 1A	\$ 1,655,000
		Project 2 Phase 2	\$ 489,000
		Project 2 Phase 3	\$ 5,136,000
		Project 4 Phase 2	\$ 6,754,000
		Project 4 Phase 3	\$ 16,388,000
		Project 4 Phase 4	\$ 4,602,000
		Project 5 Phase 2	\$ 4,180,000
		Project 5 Phase 3B	\$ 6,267,000
		*Project 5 Phase 3	\$ 23,217,000



Project Summary Information

Project Area: 3

Project Phase: 1

Project Name: Kansas & Los Torritos to Weslaco City Park

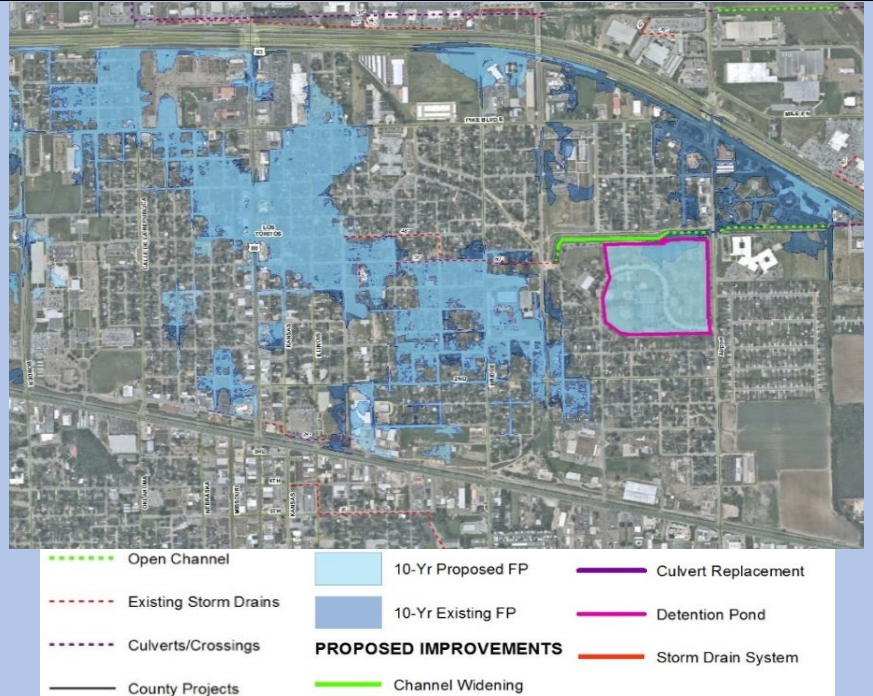
Project Type: Detention Pond and Channel Widening

Problem Description:

Project area 3 is located south of Interstate 2, north of BUS 83, and centered along Texas Blvd. An existing storm drain system that moves the storm water from the surrounding neighborhoods into a channel near Mayor Pablo Peña Park. The current system cannot contain the runoff through the storm drain system for a 10-year event, and the model shows 849 houses in the surrounding floodplain. A 50-year event shows in 1,417 houses in the floodplain.

Proposed Improvements:

Phase 1 includes the development of a new 30 - Acre detention pond system located at the Mayor Pablo Peña Park, and channel widening and improvements on the channel alongside the park. The improved channel will provide additional storage and will improve conveyance of the storm water. The pond will store increased storm water runoff from the addition of Project 3 Phase 2. Phase 1 will remove 61 houses from the 10-year floodplain and 90 houses from the 50-year floodplain.



Proposed Project Schedule:

Project Costs:

Phase Cost

\$9,167,000

Cumulative Cost

\$9,167,000

Short Term	Project 7	\$ 82,000
	Flap gates	\$ 500,000
Intermediate Term	Project 8	\$ 1,386,000
	Project 2 Phase 1B	\$ 2,422,000
Long Term	Project 6	\$ 4,775,000
	Flap gates	\$ 500,000
Intermediate Term	Project 4 Phase 1	\$ 4,866,000
	Project 1	\$ 3,882,000
Long Term	Project 5 Phase 1	\$ 4,784,000
	Project 3 Phase 1	\$ 9,167,000
Long Term	Project 3 Phase 2	\$ 11,910,000
	Project 2 Phase 1A	\$ 1,655,000
Long Term	Project 2 Phase 2	\$ 489,000
	Project 2 Phase 3	\$ 5,136,000
Long Term	Project 4 Phase 2	\$ 6,754,000
	Project 4 Phase 3	\$ 16,388,000
Long Term	Project 4 Phase 4	\$ 4,602,000
	Project 5 Phase 2	\$ 4,180,000
Long Term	Project 5 Phase 3B	\$ 6,267,000
	*Project 5 Phase 3	\$ 23,217,000