



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 21, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting on Tuesday, July 21, 2020 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

This meeting will be closed to in person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 890 2125 2400.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on July 21, 2020. A staff member will contact you with instructions via phone call to address your public comment.

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. 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 July 7, 2020 (Staffed by City Secretary Department.) Attachment
- B. Approval on second and final reading of the following:
 - 1) Approve Ordinance 2020-15 adopting a midyear budget amendment and authorize the Mayor to execute any related documents. (First reading held July 7, 2020; staffed by Finance Department.) Attachment
 - 2) Approve Ordinance 2020-17 a budget amendment in the amount not to exceed \$233,206.00 and authorize the Mayor to execute any related documents. (First reading held July 7, 2020; staffed by Public Works Department.) Attachment
 - 3) Approve Ordinance 2020-18 for dis-annexation request from the property owner of 5000 S. Border Avenue also being the West 22.0 acres of Farm Tract 799 excluding the W3.68 acres for improvements 18.32 acres gross, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. (First reading held July 7, 2020; staffed by Planning and Code Enforcement Department.) Attachment
- C. Authorization to purchase Faro Laser Scanner (with tripod and training) for an amount not to exceed \$70,000 with no reoccurring costs and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- D. Approval to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner, Jr. for Hangar W-26 and approval of a Mid Valley Airport Ground Lease Agreement with Tenant Johnathan Job Latham Enterprises, LLC., for Hangar W-26, and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment
- E. Approve AARP Foundation Senior Company Service Employment Program Host Agency Agreement Renewal and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration on Resolution 2020-25 to appoint Parks and Recreation

Board two members and sanctioning of terms to expire August 1st of each year in compliance with Ordinance 83-15 Section 98-86 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment

V. **OLD BUSINESS**

- A. Discussion and consideration on purchasing equipment, vehicles and approving proposed improvements to city facilities relating to COVID-19 (CARES Act.) prioritized as follows:

POLICE

Unmarked SUV w/ emergency lighting and universal storage unit box (1) \$52,458

AIRPORT

Building skin-to store PPE delivered by State (1) \$500,000

...

BUILDING MAINTENANCE

Ion Generator for HVAC System for disinfection of duct system:

1. Weslaco PD \$9,215.83 (*)
2. Weslaco Public Library \$8,294.25 (*)
3. Weslaco Auditorium \$2,764.75
4. Porter Doss \$1,843.17
5. Station 1 North \$1,843.17 (*)
6. Station 2 Downtown \$2,464.42 (*)
7. Station 3 18th Street \$1,843.17 (*)
8. Fire Admin Office \$1,843.17 (*)
9. Fire Marshall Office \$921.58 (*)
10. Weslaco City Hall \$4,870.33 (*)
11. Old City Hall \$921.58
12. Weslaco PD Substation \$1,843.17
13. Service Center & Old Park Ofc \$4,307.58
14. Tower Theatre \$1,843.17
15. Weslaco Nature Center \$6,451.08
16. Weslaco Public Works \$5,850.42 (*)
17. Weslaco Airport/CBP Bldg \$3,686.33 (*)

Total Price \$60,807.17 (*\$40,832.67)

ALL DEPARTMENTS

Surface pro Directors/Assistant Dir./Chief/Assistant Chief/EOC

Mayor and Commissioners/City Manager (15) not to exceed \$23,000

Name Department

Albert Aldana Engineering

Omar Rodriguez Parks

Pete Garcia Public Works

Chief Joel Rivera Police

Asst Chief Robert Lopez Police

Chief Antonio Lopez Fire

Asst Chief James Hdz Fire
Rebekah De La Fuente Planning
Joe Pedraza Code Enforcement
Sonia Flores Finance
Arnold Becho Library
Mayor
Norma Cantu City Secretary
Vidal Roman Finance
Staff EOC
Staff IT

and authorize the Mayor to execute any related documents. Possible action. (These items were tabled July 7, 2020; staffed by City Manager.) Attachment

- B. Discussion and consideration to adopt Ordinance 2020-16 amending the Utility Extension Ordinance Codified as Article III Section 5 regarding the approval of a Utility Reimbursement Agreement and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-16. Possible action. (This item was tabled July 7, 2020; staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration to amend the City of Weslaco's Drug and Alcohol Policy and authorize the Mayor to execute any related documents. Possible action (This item was tabled July 7, 2020; staffed by Human Resources Department.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration on Ordinance 2020-19 first and final reading approving a negotiated resolution between the City of Weslaco and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing declaring an effective date and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2020-19. Possible action. (Staffed by Finance Department.) Attachment
- B. Discussion and consideration to approve Ordinance 2020-20 for dis-annexation request from the property owner of Mira Vista Phase II also being a 3.63 acre tract of land out of Farm Tract 1020, and out of Lots 11 and 12, Block 113, West and Adams Tracts Subdivision, Hidalgo County, Texas, and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-20. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration for a six-month extension of the Final Plat for Lockheart Subdivision— being a 2.12 acre tract of land being a portion of Farm Tract 284 a West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 310 ft. South of Orlando Tijerina Rd. along Martin Morales Rd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment

- D. Discussion and consideration to accept GIGNAC's Cost Estimate for the North Side Sports Project, solicit Requests for Bids and authorize the Mayor to execute any related documents. Possible action (Staffed by City Manager.) Attachment
- E. Discussion and consideration to appoint a Health Authority for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- F. Discussion and consideration on amendments to the Disaster Declaration Order (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.)
- G. Discussion and consideration on utility reimbursement agreement for Total Commitment for the sewer line improvements on Pleasantview Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- H. Discussion and consideration on final payment to Total Commitment for the sewer line improvements on Pleasantview Drive in the amount of \$21,074.50 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- I. Discussion and consideration on Business Associate Agreement between the City of Weslaco and Weslaco Independent School District relating to sharing of Hidalgo County Health Department information and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

(a)(2) that:

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation - Consultation with City Attorney regarding Felix Sanchez as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney regarding Steven Sosa as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding Saltillo v. City of Weslaco as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 17th day of July 2020 at 3:30 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, 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: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3236	
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		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Commissioner Rodriguez 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: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3241	
From:			
Subject: Approval of the Minutes of the Regular Meeting on July 7, 2020 (Staffed by City Secretary Department.) Attachment			
Background: Record of commission action on July 07, 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:			
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	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 20-07-07 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING OF
THE WESLACO CITY COMMISSION
JULY 07, 2020**

On Tuesday, July 07, 2020, at 5:35 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting via videoconference with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro-Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
	Commissioner	J.P. Rodriguez

ABSENT: None.

City Manager	Mike R. Perez
City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Assistant City Manager/Aviation Director, Vidal Roman, Finance Director, Martin Vela, Information Technology Director; Rebekah De La Fuente, Planning Director; Pete Garcia, Public Works Director, Joe Pedraza, Asst. Planning Code Enforcement Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, Albert Aldana, City Engineer, Pete Garcia, Public Works Director, Arnold Becho, Library Director and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Thursday, July 2, 2020.

B. Invocation.

Commissioner Pedraza led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll, noting at the time of roll call a quorum present.

II. PUBLIC COMMENTS

Jaime Castaneda commented on his recent events of incarceration by the Weslaco Police Department; communicated staff was not wearing face mask, transported when he felt not necessary and commented he was in an unhealthy environment.

Barbara Jean Garza, CEO Chamber, reported on ongoing activities that included marketing, advertising, campaign efforts “Shop Local” and “Weslaco We Got This” and was a member of the Regional Tourism and Travel Advisory Committee that promotes regional events and hoped funding for small businesses is considered under the CARES Act.

Jennifer Cardenas, 600 S. Border, thanked the employees of Weslaco for efforts in keeping the community nice and running smoothly; praised the commission for their service to the community; grateful for the park improvements done; asked the parks continue to remain open and hoped library services would open soon.

Edward Mejia hoped testing sites for COVID-19 in Weslaco will continue; thanked the commission for public forum during these circumstances.

III. 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.) June 16, 2020;

2.) Special Meeting of June 22, 2020; and;

3.) Special Meeting of July 1, 2020 (Staffed by City Secretary Department.)

B. Authorization to receive Department of Justice Office of Justice Programs Coronavirus Emergency Supplemental Funding Program Grant #2020-VD-BX-1579 in the amount of \$38,412.00 with NO MATCH REQUIRED and NO REOCCURRING COSTS and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Commissioner Rodriguez seconded by Commissioner Muñoz moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2020-24 appointing three members to expired terms on the Weslaco Drainage Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering).

Norma A. Cantu, City Secretary, advised Randy Hall, Mark Garza and David Menchaca expressed interest in re-appointment. Staff recommended approval.

Commissioner Pedraza, seconded by Commissioner Muñoz moved to approve Resolution 2020-24 re-appointing David Menchaca, Marco Garza and Randy Hall to the Drainage Advisory Board as presented. The motion carried unanimously; Mayor was present and voting.

Following is the resolution for the record.

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY OF WESLACO, TEXAS APPOINTING MEMBERS TO THE CITIZENS DRAINAGE ADVISORY BOARD

WHEREAS, the City Commission passed and approved Ordinance 2019-23 an ordinance amending Part II-Code of Ordinances, Chapter 2 Administration by providing a new article; establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board;

WHEREAS, Section 2-281 outlines the composition of the Citizens Drainage Advisory Board which shall be composed of nine (9) members appointed by the City Commission, with the advice of the City Manager; and,

WHEREAS, Section 2-282 states the terms of members shall be for no more than two (2) three (3) year staggered terms for a total of no more than six (6) years. The staggered terms shall be determined at the first regularly scheduled meeting of Citizens Drainage Advisory Board. The City Commission will have the ability to waive the term limit; and,

WHEREAS, Members of the board shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following individuals are appointed to serve on the Citizens Drainage Advisory Board.

PASSED AND APPROVED on this 7th day of July 2020.

<u>NAME</u>	<u>TERM ENDING</u>
Randy L. Hall	7/25/2023
Mark Garza	7/25/2023
David Menchaca	7/25/2023

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

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

V. OLD BUSINESS

A. Discussion and consideration on amendment to Republic Services waste collection contract to include debris removal during a natural disaster and authorize the Mayor to execute any related documents. Possible action. (This item was tabled June 16, 2020; staffed by Weslaco Office of Emergency Management.)

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

Mike Perez, City Manager, recommended approval stating a fee of \$691.00 per load was agreed to. This is currently the commercial rates for a 30-yard roll-off container.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve amendment to Republic Services for waste collection contract as presented. The motion was carried unanimously; Mayor was present and voting.

B. Discussion and consideration on purchasing equipment, vehicles and approving proposed improvements to city facilities relating to COVID-19 (CARES Act.) prioritized as follows and authorize the Mayor to execute any related documents. Possible action. (this item was tabled July 1, 2020; staffed by City Manager.)

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

The City Manager recommended the items be considered individually recommending each department present their request.

Each department director merited to the commission the need, use and cost. Staff stated the primary use was COVID-19 activities and upon cessation of the pandemic equipment could be used in other city related business to include disaster declarations and assistance to other entities. The City Manager stated once submitted for reimbursement an item not eligible could be expensed out of the General Fund if directed by the commission.

FIRE/EMS

Total Cost

Infectious disease response unit (IDRU ambulance) (1) \$450,000

Commissioner Muñoz seconded by Commissioner Rodriguez moved to approve. The motion carried unanimously.

Auto- pulse CPR machine (hands free CPR) (3) 42,660

Commissioner Pedraza seconded by Commissioner Muñoz moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

CAPR Systems - system/filters/covers/cuffs/batteries/ replacement parts..... (20) 32,177

Commissioner Pedraza seconded by Commissioner Muñoz moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

POLICE

COVID Special OPS vehicle/response unit for public management/control (1) 62,509

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

4X4 unmarked pickup Crew Cab - transport / store PPE and equipment (1) 51,931

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

Unmarked SUV w/ emergency lighting and universal storage unit box (1) 52,458

No action vendor unable to commit a quote.

4X4 pickup crew cab w/partition for suspected COVID prisoners (1) 63,721

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

Transit passenger van XL for transport of prisoners/patients (1) 68,980

The City Manager stated to withdraw from consideration and revisit at a later date.

Big Tex tandem axle trailer to carry barricades, cones and stop signs (1) 5,200

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

INFORMATION TECHNOLOGY

ZOOM 12 month subscription(1) 11,000

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

AIRPORT

Building skin-to store PPE delivered by State (1) 500,000

Commissioner Muñoz seconded by Commissioner Pedraza moved to table. The motion carried unanimously. Mayor Suarez was present and voting.

Forklift-for use to upload PPE delivered by State (1) 28,000

Commissioner Rodriguez seconded by Mayor Pro Tem Lopez moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

EOC

EOC communication dispatch radio (2) 20,000

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

RGIFS - OCE Systems (1) 10,000

Commissioner Pedraza seconded by Commissioner Muñoz moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

Servers for COVID data storage (1) 10,000

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

WESLACO ECONOMIC DEVELOPMENT CORPORATION

Incentive Plan 300,000

Commissioner Pedraza seconded by Commissioner Farias moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

LIBRARY

Glass barriers at service points (1) 3,500

Wireless outdoor access point (1) 1,800

Commissioner Muñoz seconded by Commissioner Rodriguez moved to table. The motion carried unanimously. Mayor Suarez was present and voting.

PLANNING

EOC software solution: VEOCI emergency & operations management (1) 11,500

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

INFORMATION TECHNOLOGY

Network Monitoring switches - professional services (60) .. 9,000

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

Cloud1) computing services - infrastructure as a service (1) 21,000

Withdrawn from consideration.

BUILDING MAINTENANCE

Electrostatic disinfectant sprayers (Library and City Hall)(2) 3,000

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve. The motion carried unanimously. Mayor Suarez was present and voting.

Ion Generator for HVAC System for disinfection of duct system (1) 4,900

Commissioner Munoz seconded by Commissioner Pedraza moved to table. The motion carried unanimously. Mayor Suarez was present and voting.

FINANCE

Drive thru pay station Building; Utility Billing/Library (1) 300,000

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

PARKS

20' Trailer for Barriers and perimeter fence (1) 3,000

Withdrawn from consideration.

ALL DEPARTMENTS

Surface pro Directors/Assistant Dir./Chief/Assistant Chief/EOC
Mayor and Commissioners/City Manager (31) 46,500

Commissioner Munoz seconded by Commissioner Rodriguez moved to table. The motion carried unanimously. Mayor Suarez was present and voting.

BUILDING MAINTENANCE

Automated doors; outer doors, lobby, Legislative Chamber(1) 35,000

Withdrawn from consideration. No action.

VI. NEW BUSINESS

A. Discussion and consideration to adopt Ordinance 2020-16 amending the Utility Extension Ordinance Codified as Article III Section 5 regarding the approval of a Utility Reimbursement Agreement and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-16. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated the existing ordinance was adopted in 1993; a section of ordinance vague dealing with the appropriate period to file a reimbursement agreement period nor does it outline the procedures of a fee schedule. Staff recommended approval to adopt Ordinance 2020-16 that would outline the appropriate time to request a reimbursement agreement.

Juan E. Gonzalez, City Attorney, recommended to table.

Commissioner Munoz, seconded by Commissioner Pedraza, moved to table Ordinance 2020-16 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration of Ordinance 2020-18 for dis-annexation request from the property owner of 5000 S. Border Avenue also being the West 22.0 acres of Farm Tract 799 excluding the W3.68 acres for improvements 18.32 acres gross, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-18. Possible action. (Staffed by Planning and Code Enforcement Department.)

The City Manager stated the property owner requested dis-annexation of his property; annexed in 2014; municipal services have not been fulfilled within the specified allotted time; has water, police, fire and EMS services but no sewer. The City Manager recommended approval of Ordinance 2020-18.

Commissioner Munoz, seconded by Commissioner Pedraza, moved to approve Ordinance 2020-18 for dis-annexation from property owner at 5000 S. Border Avenue as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration on presentation of the financials for the General, Water/Wastewater and Solid Waste funds as of June 30, 2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department).

Vidal Roman, Finance Director, presented the financials ending June 30, 2020 for the General Fund; Water/Wastewater, and Solid Waste Fund; noting the General Fund days in working capital was healthy; Water/Wastewater expenses are minimal, and the Solid Waste Fund had decreased but should improve. The City Manager recommended approval to accept and file as presented.

Commissioner Munoz, seconded by Mayor Pro Tem Lopez moved to accept and file financials for General, Water/Wastewater and Solid Waste Funds as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Ordinance 2020-15 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-15. Possible action. (Staffed by Finance.)

Vidal Roman, presented the budget amendments for the departments that were necessary as a result of emergency expenditures, overage in line items and COVID-19 expenditures (offset with grant funding.) Impact to the General Fund was \$447,276 less; Water/Wastewater Fund \$514,614 less and Solid Waste Fund \$52,846 less and noted a transfer to Weslaco Economic Development Incentive project not originally budgeted was included. Staff recommended approval.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-15 adopting mid-year budget amendment as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration of a Memorandum of Understanding (MOU) between the City of Weslaco and Hidalgo County Drainage District No. 1, Phase I Flood Control Project and authorize the Mayor to execute and related documents. Possible action. (Staffed by Engineering Department.)

Commissioner Kerr abstained from vote and discussion.

Albert Aldana, City Engineer, stated Hidalgo County Drainage District No. 1 is applying for funding to the Texas Water Development Board's Infrastructure Funding Program for flood control. The project, if funded, has a portion of their watershed in the city's jurisdiction. A requirement for funding will be a Memorandum of Understanding be executed relating to the management of the watershed. Staff recommended approval.

In response to Commissioner Muñoz, staff stated the request for funding is just over \$31million for drainage improvements and no financial obligation from the City.

Commissioner Rodriguez, seconded by Commissioner Munoz, moved to approve Memorandum of Understanding with Hidalgo County Drainage District No. 1 as presented. The motion carried Commissioner Kerr abstained; Mayor Suarez was present and voting.

F. Discussion and consideration to approve Allowance Expenditure Authorization No.5 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action (Staffed by Airport.)

Andrew Munoz, Asst. City Manager/Airport Director, recommended approval stating this was a final credit to the contingency fund in the amount of \$576.00.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to approve Allowance Expenditure Authorization No. 5 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve Change Order No.3 - Final Change Order for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action (Staffed by Airport.)

Andrew Munoz recommended approval stating the Change Order provides a credit back of funds not used from the contingency allowance and will close out the project in the amount of \$1,620,105.87.

Commissioner Rodriguez, seconded by Commissioner Muñoz, moved to approve Change Order No. 3 – Final Change Order as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve final payment for North Fire Station Project to Tri-Gen Construction for an amount not to exceed \$162,010.59 and authorize Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Munoz stated this was final payment to include retainage for the waterline project for the North Fire Station Project. Staff recommended approval in an amount not to exceed \$162,010.59.

Commissioner Munoz, seconded by Pedraza, moved to approve final payment to Tri-Gen Construction as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve final payment for North Fire Station Project to Alvarado Architects for an amount not to exceed \$18,288.43 and authorize Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Munoz stated this was final payment to Alvarado Architects for services rendered for the North Fire Station Project. Staff recommended approval in an amount not to exceed \$18,288.43.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to approve final payment to Alvarado Architects as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to amend the City of Weslaco's Drug and Alcohol Policy and authorize the Mayor to execute any related documents. Possible action (Staffed by Human Resources.)

Commissioner Farias seconded by Commissioner Muñoz moved to discuss.

Andrew Munoz advised the amendment to policy would include non DOT employees to be tested yearly; DOT employees tested twice a year; includes disciplinary actions for violators to include test refusals; sets standards for specific drugs and expends requirements for return to duty.

In response to Commissioner Pedraza, a zero tolerance was included.

City Attorney recommended to table for review dealing with policy of refusal by an employee.

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

K. Discussion and consideration to adopt the City of Weslaco's Criminal History Record Information (CHRI) Proper Access, Use and Dissemination Procedures and authorize the Mayor to execute any related documents. Possible action (Staffed by Human Resources.)

Andrew Munoz recommended approval stating in order to have access to the Texas Department of Public Safety data base an access policy is required.

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez, moved to adopt City of Weslaco's Criminal History Record Information (CHRI) Proper Access as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration on amendments and extension of July 10, 2020 to August 7, 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.)

The City Manager recommended to extend the Disaster Declaration until August 7, 2020.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved approve amendments and extension to Disaster Declaration (COVID-19) to August 7, 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to purchase a 2020 Volvo EC300EL Track Excavator in an amount not to exceed \$233,206.00 from ROMCO Equipment Co., through Buyboard Contract #597-19, authorize a budget amendment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

The City Manager recommended approval.

In response to Commissioner Muñoz and Pedraza; the city had purchased a used excavator about 3 years ago; monies are available for a new one and staffing for operation is in place.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve purchase of a 2020 Volvo EC300EL Track Excavator as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

N. Discussion and consideration to approve Ordinance 2020-17 a budget amendment in the amount not to exceed \$233,206.00 and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-17. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

The City Manager recommended approval.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-17 budget amendment as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 8:05 p.m. Commissioner Pedraza, seconded by Commissioner Munoz, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:46 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. 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 section §551.072 of the Texas Government Code.

No action.

C. Real Property - Discussion of possible purchase of Vantage Bank property located at 501 S. Kansas Avenue as authorized by §551.072 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Munoz moved to authorize the City Manager accept counteroffer from Vantage Bank as discussed in Executive Session. The motion carried unanimously; Mayor was present and voting.

D. Legal Consultation - Consultation with City Attorney regarding claim by Jaime Castaneda as authorized by section §551.071 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to authorize the City Attorney to proceed with Motion of Disclaimer as discussed in executive session. The motion carried unanimously; Mayor was present and voting.

E. Legal Consultation - Consultation with City Attorney regarding Felix Sanchez as authorized by section §551.071 of the Texas Government Code.

No action.

F. Legal Consultation - Consultation with City Attorney regarding Steven Sosa as authorized by section §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with City Attorney regarding Saltillo v. City of Weslaco as authorized by section §551.071 of the Texas Government Code.

City Manager abstained from discussion on this item.

Commissioner Munoz seconded by Mayor Pro Tem Lopez moved to authorize the City Attorney proceed with counteroffer as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

Commissioner Pedraza seconded by Mayor Pro Tem Lopez moved to authorize the City Attorney to proceed with temporary order as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Munoz, seconded by Commissioner Rodriguez, moved to adjourn the meeting at 8:48 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, 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: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3318	
From:			
Subject: Approve Ordinance 2020-15 adopting a mid year budget amendment and authorize the Mayor to execute any related documents. (First reading held July 7, 2020; staffed by Finance Department.)			
Background: A mid year budget amendment is typically done to take into consideration previous City Commission actions that addressed emergency expenditures, overage in line items that were not anticipated during the budget process which will be funded from fund balance(s). This year there was a disaster declaration for COVID 19 pandemic which caused over expenditures in critical functions that were necessary to protect the health of the community. This expenditures will be offset with grant funding. A transfer for Economic Incentive that was not initially budgeted amounted to 52% of the net amount.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: General Fund Budget Amendment Form, Mid Year Budget Amendment - G.F -			

RECAP BY DEPTS, Mid Yr Bdgt Amendment Form & Detail - Enterprise Funds, O2020-15 mid-year budget amendment

Responsibilities upon Approval:
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CITY OF WESLACO BUDGET AMENDMENT FISCAL YEAR 2020

FUND: GENERAL FUND
DEPARTMENT: VARIOUS
DATE: July 1, 2020

BUDGET AMENDMENT # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE DB</u>	<u>DECREASE CR</u>	<u>REVISED BUDGET</u>
101	- 4000 -	VARIOUS ACCOUNT	\$ -	\$ 1,182,220		\$ -
101	- 5000	VARIOUS ACCOUNT	\$ -		\$ 1,625,496	\$ -
101		FUND BALANCE	\$ 7,166,503		\$ 443,276	\$ 6,723,227
						\$ -
						\$ -
			<u>\$ 7,166,503</u>	<u>\$ 1,182,220</u>	<u>\$ 2,068,772</u>	<u>\$ 6,723,227</u>

(Round up all amounts to the nearest dollar)

Justification:

SEE ATTACHEMENT

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

City of Weslaco
Mid Year Budget Amendment
Fiscal Year 2019-2020

RECAP BY DEPARTMENTS		Expenses	Revenue
Revenue	General Fund - all sources		1,182,220
Expenses			
City Commission		10,000	
City Manager		19,366	
City Secretary		(20,000)	
Finance		(4,500)	
Human Resources		10,900	
Building Mntnce		12,500	
Information Tech		(5,000)	
Law		(11,000)	
Police		954,330	
Fire		310,000	
Emerg. Med Svcs		(2,000)	
Emerg. Mgmnt		112,000	
Public Works Admin		(1,100)	
Streets		40,000	
Drain Ditch		39,000	
Parks		(35,000)	
Library		(49,000)	
Planng/Code Enf		5,000	
Transfers	Ordinance 2020-01 (Fire Repl. Fund)	(126,000)	
Transfers	Economic 380 Incentives	366,000	
		1,625,496	1,182,220
		Net Effect:	(443,276)

Detail Listing

Account Number:pt / Function	Description	Expenditure	Revenue
			Over/(Under)
101-4000-41320	Alcoholic Beverage Tax - Pandamic Adj		(23,000)
101-4000-413220	Bingo Tax		3,000
101-4000-414020	Franchise - Magic Valley		5,000
101-4000-414200	Franchise - GTE/Verizon		(14,000)
101-4000-422030	Electrical/Plumbing Permits		40,000
101-4000-422050	Police/Fire Alarm Permits		(6,000)
101-4000-422100	Health Permits		(21,000)
101-4000-432610	Ambulance Fees		(400,000)
101-4000-435240	Demolition/Weedy lot		5,000
101-4000-441100	Corporation Court Fines		(111,000)
101-4000-441203	City Judicial Support Fine		(1,200)
101-4000-441204	Local Omni Base Fee		(2,000)
101-4000-441205	Time Payment Revenue		(1,600)
101-4000-441207	Special Expense Fee		(36,000)
	Covid 19 Interlocal w/ Hidalgo county		949,141
101-4000-441210	Court Fines (Warrants)		(35,000)
101-4000-471100	Property Rental		(8,000)
101-4000-471430	Park Facility Rental		(24,000)
101-4000-473810	Insurance Claims Payment		40,000
101-4000-478910	Miscellaneous Income		15,000
	EXPENSES		
101-5100-5330: City Commission	Professional Services	10,000	
101-5101-5100: City Manager	Exempt Wages - Public Info Officer	21,200	
101-5101-511100	Health Insurance	1,299	
101-5101-511120	Pension Contribution	371	
101-5101-511140	FICA Tax	329	
101-5101-511150	Medicare Tax	77	
101-5101-511160	Workers Comp	29	
101-5101-511180	Unemployment	63	
101-5101-522043	Travel and Training	(4,000)	
101-5103-5100: City Secretary	Non-Exempt Wages	(20,000)	
101-5103-522043	Travel and Training	(4,000)	
101-5103-522810	Other Services	9,000	
101-5103-533010	Professional Services	(5,000)	
101-5106-5100: Finance	Non-Exempt Wages	(11,000)	
101-5106-522810	Other Services	12,000	
101-5106-533010	Professional Services	(5,500)	
101-4000-450010	Ambulance Fees -Stimulus Grant		30,227
101-5109-5100: Human Resources	Exempt Wages	(2,100)	
101-5109-510080	Overtime	3,000	
101-5109-533010	Professional Services	3,000	
101-5109-544026	Educational Supplies	(3,000)	
101-5109-550110	Office Furniture	10,000	
101-5110-5226: Building Mntnce	Maintenance - Building	6,000	
101-5110-522629	Maintenance - Parks	1,500	
101-5110-522641	Maintenance - HVAC	5,000	

(cont)

Account Number	Description	Expenditure	Revenue
101-5111-5100: Information Tech	Exempt	67,362	
101-5111-510020	Non-Exempt Wages	(67,362)	
101-5111-522043	Travel and Training	(5,000)	
101-5125-5220: Law	Travel and Training	(1,000)	
101-5125-533027	Special cases	(10,000)	
101-5202-5100: Police	Overtime	160,000	
101-4000-450010	Intergovernmental Revenue		49,120
101-4000-450010	" " "		33,984
101-4000-450010	" " " - HSGP		19,000
101-4000-450010	" " " - NIBRS		300,000
101-4000-450010	" " " - DOJ Grant		149,890
101-4000-450010	City of Mercedes Communication Cntr		2,000
101-4000-450010	Intergov. Revenue - Ed Bryne Grant		72,640
101-4000-450010	Evident Collection Vehicle		80,000
101-5202-550100	License Plate Reader	19,000	
101-5202-550100	Message Board Trailer	149,890	
101-5202-550100	Extended Service Plan - 8 workstations	19,800	
101-5202-550100	Weslaco PD evidence vehicle	72,640	
101-5202-550100	Capital outlay	533,000	
101-5202-5100: Fire	Overtime	310,000	
101-4000-476310	Hidalgo Co. Emergency		10,000
101-4000-450010	Fire Department Deployment		61,018
101-5208-5220: Emerg. Med Svcs	Travel and Training	(3,000)	
101-5208-550110	Capital outlay	1,000	
101-5209-5100: Emerg. Mgmnt	Overtime	2,000	
101-5209-544045	Other Supplies - COVID 19	110,000	
101-5300-5100: Public Works Admin	Other Supplies	400	
101-5300-522043	Travel and Training	(1,500)	
101-5304-5100: Streets	Overtime	5,000	
101-5304-522080	Ins.& Bonds - Claims	15,000	
101-5304-522636	Maintenance - Machinery	20,000	
101-5307-5100: Drain Ditch	Non exempt	(10,000)	
101-5307-510080	Overtime	3,000	
101-5307-533634	Maintenance - Machinery	22,000	
101-5307-533034	Storm Water Project	16,000	
101-5307-544016	Motor fuel & lube	8,000	
101-5404-5100: Parks	Non exempt	(20,000)	
101-5404-522043	Travel and Training	(3,000)	
101-5404-522634	Maintenance - Machinery	10,000	
101-5404-522643	Maintenance - Pools	(7,000)	
101-5404-527510	Fireworks Display	(15,000)	
101-5410-5100: Library	Non exempt	(4,000)	
101-5410-522043	Travel and Training	(4,000)	
101-5410-522636	Maintenance - Vehicles	(1,000)	
101-5410-544101	Grant Expenditures	(40,000)	
101-5511-510020	Non exempt	(15,000)	
101-5511-510080	Overtime	10,000	
101-5511-550100	Capital outlay	5,000	
101-5511-550110	Equipment/Office Furniture	5,000	
	Transfer to Fire Eqpt Repl Fund	(126,000)	
	Transfer to Economic 380 Agreement	366,000	
		1,625,496	1,182,220
	Fund Balance		(443,276)



**CITY OF WESLACO
BUDGET AMENDMENT
FISCAL YEAR 2020**

FUND: _____ Water/Wastewater _____
DEPARTMENT: _____ VARIOUS _____ BUDGET AMENDMENT # _____
DATE: _____ July 1, 2020 _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE DB</u>	<u>DECREASE CR</u>	<u>REVISED BUDGET</u>
501	- 4000 -	VARIOUS ACCOUNT	\$ 8,149,434	\$ -	\$ 165,000	\$ 7,984,434
501	- 5000	VARIOUS ACCOUNT	\$ 7,010,481	\$ 74,870	\$ -	\$ 7,085,351
508		VARIOUS ACCOUNT	\$ 5,878,810		\$ 190,000	\$ 5,688,810
508		VARIOUS ACCOUNT	\$ 6,710,421	\$ 84,740		\$ 6,795,161
501-508		FUND BALANCE (DON'T POST)	\$ 160,685		\$ 514,610	\$ (353,925)
						-
			<u>\$ 27,909,831</u>	<u>\$ 159,610</u>	<u>\$ 869,610</u>	<u>\$ 27,199,831</u>

(Round up all amounts to the nearest dollar)

Justification:

SEE ATTACHEMENT

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

Account	Department	Description	Expenditure	Revenue
<u>Water Fund</u>				
501-4000-433300	Revenue	Water Sales	\$ -	\$ (120,000)
501-4000-433310	Revenue	Water Tapping Fees		(30,000)
501-4000-433320	Revenue	Utility Billing Penalties		(15,000)
501-5312-522380	Water Treatment	Utilities	(15,000)	
501-5312-550100		Vehicles for Inframark	20,870	-
501-5315-510020	Meter Division	Wages	(5,000)	
501-5315-511100		Health Insurance	(1,000)	-
501-5315-522840		Unanticipated additional meters	75,000	
			74,870	(165,000)
		Impact on Fund Balance	\$ (239,870)	

<u>WasteWater Fund</u>				
508-4000-433400	WW Treatment	Wastewater Sales		\$ (90,000)
508-4000-433450		Capital Improvement Fees		(90,000)
508-4000-433720		Billing Penalties		\$ (10,000)
508-5322-522380	WW Treatment Dept	Utilities -	\$ (15,000)	
508-5322-550100		Capital Outlay	10,000	-
508-5322-550100		Vehicles - Inframark	41,740	
508-5324-510020	WW Collection	Wages	(40,000)	
508-5324-511100		Health Insurance	(5,000)	
508-5324-522634		Mntnce - Machinery	8,000	
508-5324-522650		Mntnce - Collection Lines	25,000	
508-5324-522810		Other Services - unforeseen breakage	60,000	
			84,740	(190,000)
		Impact on Fund Balance	\$ (274,740)	



**CITY OF WESLACO
BUDGET AMENDMENT
FISCAL YEAR 2020**

FUND: Solid Waste
DEPARTMENT: VARIOUS
DATE: July 1, 2020

BUDGET AMENDMENT # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REVISED BUDGET</u>
540	- 4000 -	VARIOUS ACCOUNT	\$ 5,590,800	\$ -	\$ (786,331)	\$ 6,377,131
540	- 5000	VARIOUS ACCOUNT	5,160,048	733,485	-	5,893,533
540		FUND BALANCE (DON'T POST)	2,620,310	52,846	-	2,673,156
						-
						-
						-
			<u>\$ 13,371,158</u>	<u>\$ 786,331</u>	<u>\$ (786,331)</u>	<u>\$ 14,943,820</u>

(Round up all amounts to the nearest dollar)

Justification:

SEE ATTACHEMENT

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

<u>Solid Waste Fund</u>			
540-4000-433660	Commercial Rates Increase	\$ -	\$ 215,846
540-4000-433660	Other financing sources		\$ 570,485
540-5330-533100	Contractual Services - Solid Waste	123,000	
540-5332-510080	Recycling - Overtime	2,000	
540-5334-522845	Monitoring - Landfill	3,000	
540-5336-533100	Contractual Services - Brush	35,000	
540-5336-550100	Grapple Trks,	570,485	
		733,485	786,331
	Impact on Fund Balance	\$ 52,846	

ORDINANCE 2020-15

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, \$443,276 LESS; WATER/WASTEWATER COMBINED, \$514,610 LESS; AND SOLID WASTE FUND BY \$52,846 PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of July 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of July 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3456
From:		
Subject: Approve Ordinance 2020-17 a budget amendment in the amount not to exceed \$233,206.00 and authorize the Mayor to execute any related documents. (First reading held July 7, 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 Budget Amendment Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Vidal Roman Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: exhibit to Ordinance Budget Amend 7.1.20 (002), O2020-17 budget amendment 2020 Volvo excavator		
Responsibilities upon Approval:		



CITY OF WESLACO BUDGET AMENDMENT FISCAL YEAR 2020

FUND: 01
DEPARTMENT: VARIOUS
DATE: 4 July 1, 2020

BUDGET AMENDMENT # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE DB</u>	<u>DECREASE CR</u>	<u>REVISED BUDGET</u>
101	- 4000 -	VARIOUS ACCOUNT	\$ -	\$ 1,182,220		\$ -
101	- 5000	VARIOUS ACCOUNT	\$ -		\$ 1,625,496	\$ -
101		FUND BALANCE	\$ 7,166,503		\$ 443,276	\$ 6,723,227
						\$ -
						\$ -
			<u>\$ 7,166,503</u>	<u>\$ 1,182,220</u>	<u>\$ 2,068,772</u>	<u>\$ 6,723,227</u>

(Round up all amounts to the nearest dollar)

Justification:

SEE ATTACHEMENT

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date



CITY OF WESLACO BUDGET AMENDMENT FISCAL YEAR 2020

FUND: 01
DEPARTMENT: Public Works
DATE: 4 July 1, 2020

BUDGET AMENDMENT # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE DB</u>	<u>DECREASE CR</u>	<u>REVISED BUDGET</u>
101	- 5307 - 550100	Capital Outlay	\$ 18,200	\$ 233,206		\$ 251,406
		FUND BALANCE (DON'T POST)	\$ 6,721,914		\$ 233,206	\$ 6,488,708
						\$ -
						\$ -
			<u>\$ 6,740,114</u>	<u>\$ 233,206</u>	<u>\$ 233,206</u>	<u>\$ 6,740,114</u>

(Round up all amounts to the nearest dollar)

Justification:

As approved by City Commission on July 7, 2020
for the purchase of a 2020 EC300EL Crawler Excavator.

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

ORDINANCE 2020-17

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET; TO WIT; \$233,206 IN THE GENERAL FUND, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved in the amount not to exceed \$233,206.00 as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of July 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of July 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3423
From: Rebekah De La Fuente		
Subject: Approve Ordinance 2020-18 for dis-annexation request from the property owner of 5000 S. Border Avenue also being the West 22.0 acres of Farm Tract 799 excluding the W3.68 acres for improvements 18.32 acres gross, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. (First reading held July 7, 2020; staffed by Planning and Code Enforcement Department.)		
Background: The property owner of 5000 S Border Avenue has requested the dis-annexation of his property from the Weslaco City Limits. The property was annexed on April 1, 2014 as part of Ordinance 2014-02. A service plan was created in order to extend sanitary sewer to the property. The extension of sanitary sewer service to this area had not been constructed at this time.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Correspondence from Ezequiel Reyna, Jr. re de-annexation of property located at 5000 S. Border, Annexation Service Plan - Tract 17, 5000 S Border- Utility Map, O2020-18 disannexatio-5000 S. Border		
Responsibilities upon Approval:		

Staff will advise property owner.



LAW OFFICES
OF

EZEQUIEL REYNA, JR., P.C.

EZEQUIEL REYNA, JR.
GRACIELA MARROQUIN

702 W. EXPRESSWAY 83, STE. 100
WESLACO, TEXAS 78599
TELEPHONE: (956) 968-9556
TELECOPIER: (956) 969-0492

EDWARD L. CICCONE
ZACHARY A. ZAPATA
ROEL GUTIERREZ

Ezequiel Reyna Jr.
5000 S. Border
Weslaco, TX 78596

June 7, 2020

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

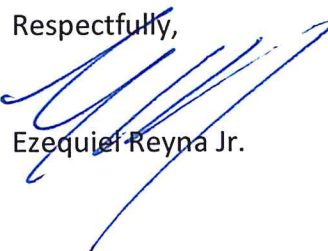


Dear Mike Perez:

This letter is to request that my property be de-annexed. I am the owner of the property located at 5000 S. Border, Weslaco, TX 78596. Seven years ago, my property was annexed by the City of Weslaco. As required by state law, within 2 ½ years of annexation, the City of Weslaco was required to provide "full municipal services" to my property. "Full municipal services" includes water, wastewater, roads and drainage as provided to all residences within city boundaries. I had previously notified the city that it had failed to provide any necessary services within the required timeframe. And while I am a proud tax paying member of my community, it is my belief that this annexation was done inappropriately and without the required and necessary planning. While I have remained patient, I have suffered damages to my vehicles and during the latest rain events, accessibility to my house has become increasingly difficult due to the unattended road improvements.

For these reasons, I am respectfully requesting for the city to de-annex my property so that I may make the street improvements to the property myself. At your request, I will provide any necessary information for the de-annexation. I can be reached at 956-968-9556, as well.

Respectfully,


Ezequiel Reyna Jr.

Z&L ENTERPRISES

June 8, 2020
Weslaco Economic Development Corporation
Marie McDermott
Executive Director
275 S Kansas Avenue, Suite A
Weslaco, TX 78596

Re: Tierra Santa Golf Course EDC Request

Ms. McDermott,

Tierra Santa Golf Course has been a destination location in Weslaco for over 23 years. In those years, our company has been a proud member of the Weslaco business community by providing jobs, working with our local school districts and has hosted thousands of events. We are very privileged to have been a part of countless corporate outings, weddings, anniversaries, and other special events. In addition, Tierra Santa has been host to many charitable tournaments and events that have raised millions of dollars for underprivileged organizations and community outreach programs. We are honored to be the host venue for all these special occasions.

What we have discovered is that our area is in need of an event center that can host events ranging from 100-400 people in what we consider to be one of the most beautiful venues in all of south Texas. We are proposing to invest \$4,000,000 in a brand-new event center facility and golf center. This new building will be flexible enough to host a multiple of small and large events simultaneously and will expand our golf operations to include new services. Our building will be approximately 22,000 square feet of new vertical construction.

We are requesting the Economic Development Corporation to assist us with ten percent of the project cost. This assistance will enable us to secure the necessary financing for the new construction. This request will be used to assist with necessary infrastructure to make the building fully accessible to the public. Our plan includes moving existing gates to provide public access to the event center and a dedication of those roads to the City of Weslaco as well as expanding and improving the infrastructure to accommodate the new building and increased capacity. We also would like to propose that the City of Weslaco

and the EDC consider acquiring the naming rights of the new event center. We propose \$10,000 per month. In exchange for this, our consideration would be the following: advertising for the EDC/City on our two sided billboard located along the expressway, use of the naming of the event center by the City of Weslaco and/or EDC on the building (i.e., "Weslaco EDC Event Center at Tierra Santa"), and use of the building for an event as designated by the City/EDC. We are hopeful that our finance package can be secured in the next sixty days and that construction will begin shortly thereafter.

Our family has, over the years, invested millions of dollars on the Tierra Santa project. We need to continue to invest for the success of Tierra Santa so that we may continue to compete with the rest of the cities in the Rio Grande Valley. Even though our Weslaco market is somewhat smaller, we continue to have faith and feel this investment will attract other worthy projects to our area.

We appreciate your consideration and look forward to working together to continue to make Weslaco a destination for all the Rio Grande Valley. We are confident that this event center will attract visitors from all across the Rio Grande Valley as well as many national and international travelers. These improvements will help us compete in attracting more of our friends from Mexico and Canada to our city. Tierra Santa continues to be the premiere destination that attracts visitors from our neighboring countries. We want to continue to expand the facility to create greater opportunities to remain at the forefront of attracting visitors and new business to Weslaco. Your assistance is a key component to creating that synergy for our great city.

Sincerely,



Ezequiel Reyna Jr.
President, Tierra Santa Golf Club

Cc:
Mike Perez, City Manager, City of Weslaco
David Suarez, Mayor, City of Weslaco

702 W Expressway 83
Suite 116
Weslaco, TX 78596

PHONE (956) 447-3962
FAX (956) 973-8655
WEB SITE <http://www.reynaprop.com>



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

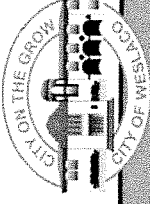
- TRACT NO.
- - - - - PROP FORCEMAIN
- . - . - PROP 8-IN SANITARY SEWER
- PROP 12-IN SANITARY SEWER

CITY OF WESLACO ANNEXATION PLAN 2013

TRACT 17



Annexation 2013
Tract 17
30-Aug-13



Opinion of Probable Cost						
PLANNING AND CODE ENFORCEMENT DEPARTMENT						
Item	Description	Unit	Estimated Quantity	Price per Unit	Estimated Amount	Basis of Pricing
TRACT 17						
ACQUISITION PHASE						
Land Acquisition	Acquire Easements thru Property	AC	0.5	\$ 20,000.00	\$ 10,000.00	Estimation
SURVEY						
Survey 1	Survey Project Area for Design	LS	1	\$ 3,000.00	\$ 3,000.00	RS Means 022113130400
Survey 2	Construction Staking	LS	1	\$ 2,000.00	\$ 2,000.00	RS Means 017123131200
GEOTECHNICAL						
Geotechnical Study	Report and Borelogs	LS	1	\$ 5,000.00	\$ 5,000.00	RS Means 023213100010
ENGINEERING						
Engineering	Fees	LS	1	8%	\$ 13,123.44	RS Means 011131301100
CONSTRUCTION COST						
Silt Fence	SW3P (Material Only)	LF	5980	\$ 1.35	\$ 8,073.00	RS Means 312514161100
Construction Exits	SW3P	SY	80	\$ 22.00	\$ 1,760.00	TxDOT Pharr
8" PVC SDR 26	Sewer Line	LF	2990	\$ 44.00	\$ 131,560.00	RS Means 221113743430
48" FG Manhole	Sewer Routing	EA	5	\$ 4,400.00	\$ 22,000.00	TxDOT Pharr
Service Connections	Stubouts for Homes	EA	1	\$ 650.00	\$ 650.00	Engineer's Estimate
					20 % CONTINGENCY	\$ 39,433.29
					TOTAL COST	\$ 236,599.73

5000 S Border

Utility Map



ORDINANCE NO. 2020-18

AN ORDINANCE AMENDING ORDINANCE NO. 2014-02 TO PROVIDE FOR THE DISANNEXATION OF CERTAIN UNIMPROVED AREA FROM THE TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAIN OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I: Section 1 of the Ordinance No. 2014-02 is hereby amended to delete a tract of land from Section 2 of the following territory being annexed by Ordinance No. 2014-02:

A TRACT OF LAND CONTAINING 21.53 AC SITUATED IN THE CITY OF WESLACO IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OR PART OF FARM TRACT 799, WEST TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, ACCORDING TO THE PLAT RECORDED AT THE HIDALGO COUNTY MAP RECORDS.

SECTION II: This Ordinance becomes effective on the Second and Final Reading

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of July, 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of July 2020.

CITY OF WESLACO

David Suarez,
MAYOR

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3455	
From:			
Subject: Authorization to purchase Faro Laser Scanner (with tripod and training) for an amount not to exceed \$70,000 with no reoccurring costs and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Capture all the evidence at crash and crime scenes 50% faster with a FARO® Laser Scanner and FARO software. Accurately document everything you need to analyze the event and create compelling courtroom presentations.			
Funding Source (budget code, if applicable): Capital			
Amount: \$70,000.00		Term of Impact: 12	Identified in Current Budget: Yes
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: Item budgeted for 2019-2020 fiscal year.			
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		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Weslaco Police Department - 20349139_GSA - System - 6262020 \$54,031.69			
Responsibilities upon Approval:			



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: (844)307-4975
Fax No: (407)562-5255
Email: Rico.Holder@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20349139
Quote Date: 06/16/2020
Expiration Date: 06/30/2020
Regional Manager: Paul Gregory
Account Manager: Richard Britt
Sales Support: Rico Holder
Ship: Standard/Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW Origin
Delivery Date: 4-6 Weeks

Bill To :
Weslaco Police Department
901 N Airport Dr
Weslaco TX 78599-5001
US

Ship To :
Weslaco Police Department
Robert Lopez
901 N Airport Dr
Weslaco TX 78599-5001
US

Pricing and Terms & Conditions of this quote are per GSA MAS Contract GS-07F-197GA. By accepting this quote, you acknowledge that you are eligible for and may purchase via the GSA Schedule/Contract above. For questions regarding GSA eligibility please refer to <https://www.gsa.gov/buying-selling/purchasing-programs/overview/eligibility-to-use-gsa-sources>.

***List Total Unit Price for comparison: \$74,479**

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-350	3D_HW_LS_FocusS 350	48,052.91	0.00	48,052.91
		Laser Scanner Focus S 350 ships with: 1x Focus S 350, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide.			

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc ** Open Market Item ** "Available only at point of FARO system sale. Includes training for 2 Trainees. #Three day course at a training facility provided by FARO that discusses FARO Laser Scanner with FARO Software, setup, and basic measurements. Classroom trainings are scheduled on a first come, first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Training days must be taken together on consecutive days, and cannot be split into individual days."	0.00	0.00	0.00
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	775.78	0.00	775.78
1	TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite ** Open Market Item ** Available only at point of FARO system sale. Customer Site Upgrade - three day course that discusses FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	5,203.00	0.00	5,203.00

Order Total: 54,031.69
**Freight, packaging and
handling Total:** 0.00

Total in USD: 54,031.69

Additional Information

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:2017 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing,
and the option to create an electronic delivery order are available through GSA
Advantage!®, a menu-driven database system. The INTERNET address for GSA
Advantage!® is: GSAAdvantage.gov.

MAS: MULTIPLE AWARD SCHEDULE

SPECIAL ITEM NUMBER

NEW - INTRODUCTION OF NEW SUPPLIES AND SERVICES

OLM - ORDER-LEVEL MATERIALS (OLM)

325412 - CRIMINAL INVESTIGATIVE EQUIPMENT AND SUPPLIES

FSC/PSC Codes: 6550, 0000

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
325412/STLOC	Criminal Investigative Equipment and Supplies	Page 4 and 5
NEW/STLOC	Introduction of New Supplies and Services	Page 6
OLM/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
325412/STLOC	SMA51000	59.84
NEW/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable

2. Maximum Order: \$250,000

3. Minimum Order: \$500

4. Geographic Coverage: Domestic Delivery Only

5. Points of Production: U.S.A., Germany, Italy, Sweden

6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items: Germany, Italy, Sweden

11a. Time of Delivery: 30 - 45 Days ARO

11b. Expedited Delivery: Contact Contractor

11c. Overnight and Two-Day Delivery: Contact Contractor

11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.

12. F.O.B. Point: Origin - Prepaid by Seller

13a. Ordering Address:

FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368

15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.

16. Export Packing Charges (if applicable): N/A

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A

20a. Terms and Conditions for Any Other Services: N/A

21. List of Service and Distribution Points: N/A

22. List of Participating Dealers: N/A

23. Preventative Maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) Number: 617308929

26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3469	
From:			
Subject: Approval to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner, Jr. for Hangar W-26 and approval of a Mid Valley Airport Ground Lease Agreement with Tenant Johnathan Job Latham Enterprises, LLC., for Hangar W-26, and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: Tenant Clifford Robert Gardner, Jr. has sold his hangar W-26 to Mr. Jonathan Latham. All ground lease agreements are brought before the City Commission for termination and approvals. The hangar is located on the west side of the airport. The ground lease agreement is for a base five years with a one five year option.			
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):			
Joanna Fernandez		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Johnathan Latham Lease agreement			
Responsibilities upon Approval:			

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Jonathan Job Latham Enterprises, LLC., hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

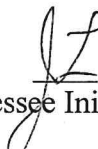
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,344 sq. ft.** (W26) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W26, measuring 42' feet x 32' feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


Lessee Initials

B) Surrender and Holding Over. Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement. Thereafter, the Lessor shall have the right to enter and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Term or extension shall not be construed to be the granting or exercise of any extension.

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of \$28.00 for an annual sum of \$336.00. The first month's payment is to be made on the 1st day of June. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.

D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any


Lessee Initials

personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.


Lessee/Initials

- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this lease agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any

personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to

Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

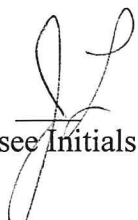
Section 12. Rights and Remedies

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.**

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.


Lessee Initials

B) Notice to Lessor is to be sent to:

Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Jonathan Job Latham Enterprises, LLC
Address: 4301 N. Shary
Palmhurst, TX 78573


Lessee Initials

- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,


Lessee Initials

PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation

against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.


Lessee Initials

EXECUTED this _____ day of _____, 2020.

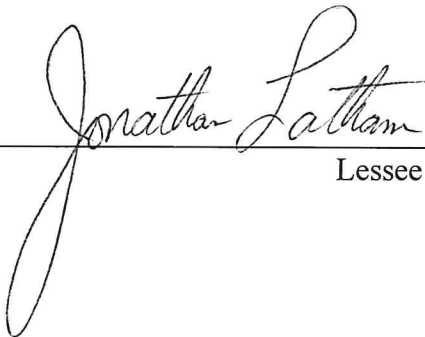
City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W26
42' x 32'




Lessee Initials



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3471
From: Christine Lucio		
Subject: Approve AARP Foundation Senior Company Service Employment Program Host Agency Agreement Renewal and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)		
Background: This is an annual agreement with the local AARP Senior Program to offer, at no expense to the city, employment opportunities for individuals over the age of 55. The program is intended to assist seniors entering or reentering the workforce providing them with recent job experience and on-the-job training.		
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):		
Christine Lucio	Created/Initiated	
Andrew Muñoz	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: AARP REMINDER NOTICE		
Responsibilities upon Approval: Execute the agreement and distribute copies to both parties.		

SCSEP Host Agency Agreement Renewal Reminder Notice

TO: City of Weslaco

Account:206-64

Attention: David Suarez

255 South Kansas, Weslaco, TX - 78596

Dear David Suarez,

Thank you for participating as a Host Agency in the AARP Foundation's Senior Community Service Employment Program (SCSEP). Your efforts help us restore opportunity to people 55+ who need job training and assistance in finding a job. As you know, through the training process SCSEP participants' community service makes a difference for millions of people in communities around the country. As part of your participation in the SCSEP, the Department of Labor requires that we renew the Host Agency (HA) Agreement that we maintain between your organization and the AARP Foundation SCSEP program.

We want to make this as effortless as we can for you, so we developed an automated Host Agency Agreement Renewal System (HARS). This system is accessible from our Host Agency website which is located at www.aarpworksearchha.org. This web site also contains link to training videos, manuals, timesheet information and more; please take a few moments to explore this site developed for our Host Agencies.

The HA Agreement Renewal System offers a very simple interface where you can renew your agreement in 5 easy steps:

1. To access the HARS open your internet browser and type the URL below in the address line:
<https://www.scsep.org/HostAgency/HAUserRenewalHome.aspx>
2. Log in using your account number: **206-64** ; click the Next button
3. Enter your **5-digit zip code** ; click the Next button
4. Check the appropriate box designating your Agency as Profit or Non-Profit
5. Check the appropriate box designating your supervisor funding as Federal or Non-Federal ; click the Next button
6. You will automatically be taken to the Agreement Renewal screen
7. Review and electronically sign the agreement by entering your **full name and title** and then re-enter your **5-digit zip code** and click the "**Sign and Submit**" button

NOTE: If you have trouble using the above link simply go to the www.aarpworksearchha.org site and access the renewal system from there.

Please read the entire HA Agreement form before signing.. This is important because the agreement has changed and now includes clauses emphasizing the importance of safety in the workplace and maintenance of effort.

All agreements must be renewed by September 30, 2020. We hope that you will find this process easy and quick. However, if you are unable to access the Internet, have difficulties signing the agreement or have any other questions, please contact your local AARP Foundation SCSEP Project Director and they will be happy to assist you through this process..

To learn more about the AARP Foundation, SCSEP and how we assist qualified individuals, here is the link <http://www.aarp.org/aarp-foundation/our-work/income/scsep/>.

As always we thank you for your support and participation in this program.

Devin Hearn, MBA, CPA

AARP Foundation

National Director, Senior Community Service Employment Program (SCSEP)



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3461	
From:			
Subject: Discussion and consideration on Resolution 2020-25 to appoint Parks and Recreation Board two members and sanctioning of terms to expire August 1st of each year in compliance with Ordinance 83-15 Section 98-86 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: Article IV, Section 98-86 Parks and Recreation Board states members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of his term, such appointment shall be for the remainder of the term of the predecessor. Upon the expiration of each term of each of these seven members, a like number of those whose terms shall expire shall be appointed to serve for a term of three years from August 1st of each year until their successors are appointed and shall qualify.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Omar Rodriguez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: Parks & Recreation Advisory Board - 071520, Parks and Recreation Applicants as of 070920, R2020-25 Parks and Rec re-appt and sanction term date			
Responsibilities upon Approval:			

PARKS & RECREATION ADVISORY BOARD

FIRST NAME	LAST NAME	TERM EXPIRES
*Alejandro	Livas	08/01/2020
Lupe	Garcia	09/20/2020
Ismael	Quiroz	03/05/2021
Oscar	Caballero	10/09/2022
Johnny	Cavazos	10/16/2022
Nina	Torkelson	10/22/2022
Enrique "Rick"	Rodriguez	11/18/2022

APPLICANTS PARKS AND RECREATION BOARD

FIRST NAME	LAST NAME	APPLICATION DATE
Javier	Villa	10/3/2019
Juan M.	González	10/25/2019
Edward	Mejia	02/11/2020
Almadelia	Gonzalez	03/03/2020

As 070920 mv

RESOLUTION NO. 2020-25

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBER(S) TO THE PARKS & RECREATION BOARD AND SANCTIONING TERMS TO EXPIRE AUGUST FIRST OF EACH YEAR

WHEREAS, the City of Weslaco established the Parks & Recreation Board pursuant to the Weslaco Municipal Code of Ordinance codified as Part II Chapter 98 – Parks and Recreation; and

WHEREAS, The Parks and Recreation board shall be an advisory board and make recommendations to the city commission. The city commission shall have final approval of all goals and objectives that will be implemented within the parks and playgrounds of the city; and

WHEREAS, Article IV, Section 98-86 Parks and Recreation Board states members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of his term, such appointment shall be for the remainder of the term of the predecessor. Upon the expiration of each term of each of these seven members, a like number of those whose terms shall expire shall be appointed to serve for a term of three years from **August 1st of each year** until their successors are appointed and shall qualify.

WHEREAS, the Parks & Recreation Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following members are appointed with terms to expire on the first (1st) day of August 2023 and sanctioning terms for unexpired terms to expire on the first (1st) day of August of each year in compliance with Ordinance 83-15, Section 98-86 for the Parks & Recreation Board.

<u>NAME</u>	<u>TERM EXPIRES</u>
_____	08/01/2023
_____	08/01/2023
Ismael Quiroz	08/01/2021
Oscar Caballero	08/01/2022
Johnny Cavazos	08/01/2022
Nina Torkelson	08/01/2022
Enrique “Ricky” Rodriguez	08/01/2022

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

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 21, 2020	Agenda Item No. (to be assigned by CSO): 2020-3458
From:	
Subject: Discussion and consideration on purchasing equipment, vehicles and approving proposed improvements to city facilities relating to COVID-19 (CARES Act.) prioritized as follows: <u>POLICE</u> Unmarked SUV w/ emergency lighting and universal storage unit box (1) \$52,458 <u>AIRPORT</u> Building skin-to store PPE delivered by State (1) \$500,000 <u>BUILDING MAINTENANCE</u> Ion Generator for HVAC System for disinfection of duct system: 1. Weslaco PD \$9,215.83 (*) 2. Weslaco Public Library \$8,294.25 (*) 3. Weslaco Auditorium \$2,764.75 4. Porter Doss \$1,843.17 5. Station 1 North \$1,843.17 (*) 6. Station 2 Downtown \$2,464.42 (*) 7. Station 3 18th Street \$1,843.17 (*) 8. Fire Admin Office \$1,843.17 (*) 9. Fire Marshall Office \$921.58 (*) 10. Weslaco City Hall \$4,870.33 (*) 11. Old City Hall \$921.58 12. Weslaco PD Substation \$1,843.17 13. Service Center & Old Park Ofc \$4,307.58 14. Tower Theatre \$1,843.17 15. Weslaco Nature Center \$6,451.08 16. Weslaco Public Works \$5,850.42 (*) 17. Weslaco Airport/CBP Bldg \$3,686.33 (*) Total Price \$60,807.17 (*\$40,832.67) <u>ALL DEPARTMENTS</u> Surface pro Directors/Assistant Dir./Chief/Assistant Chief/EOC /Mayor and Commissioners/City Manager (15) not to exceed \$23,000 <u>Name Department</u> Albert Aldana Engineering Omar Rodriguez Parks Pete Garcia Public Works Chief Joel Rivera Police Asst Chief Robert Lopez Police	

Chief Antonio Lopez Fire Asst Chief James Hdz Fire Rebekah De La Fuente Planning Joe Pedraza Code Enforcement Sonia Flores Finance Arnold Becho Library Mayor Norma Cantu City Secretary Vidal Roman Finance Staff EOC Staff IT and authorize the Mayor to execute any related documents. Possible action. (These items were tabled July 7, 2020; staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Mike Perez	Final Approval	
City Manager Comments: Police approve; Airport disapprove; Building Maintenance recommend approval of \$40,832.67 (see attached pricing list) and All Departments Surface Pro tablets approve.		
Staff Recommendation:		
Attachments, if any: picture Durango CID vehicle police department, Quote Durango CID Covid vehicle police department, CITY HVAC ION QUOTE		
Responsibilities upon Approval:		

Here is the quote for the Durango CID COVID vehicle that was placed on the agenda for this next Tuesday. The vehicle will be in white color and a final amount of \$44,906.15.





PRODUCT PRICING SUMMARY

GOODBUY 20-8F000 VEHICLES

VENDOR--MOORE Chrysler Dodge Jeep Ram

End User: CITY OF WESLACO

Prepared by: MICHAEL WILEY

Contact: _____

Phone: 254-541-9061

Email: _____

Email: mwiley.silsbeefleet@gmail.com

Product Description: DODGE DURANGO

Date: July 17, 2020

A. Bid Item: 7.3 ALT

A. Base Price: \$ 36,850.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -			
		\$ -			
WEE75	PURSUIT AWD	INCL			
	5.7L HEMI V8; 8SPD AUTOMATIC	INCL			
	CLOTH SEATS' CARPET FLOORS	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CRUISE CONTROL	INCL			
AHX	TRAILER TOW PACKAGE	INCL			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%]

\$= -8.7 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR	END OF MODEL YEAR DISCOUNT	\$ (3,195.00)
STOCK UNITS TO ARRIVE TO THIS SPEC IN	DELIVERY		
SEPTEMBER			

Total of C. Unpublished Options: \$ (3,195.00)

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Subcontractor Equipment Price: DANA SAFETY Q#346563-D PKG

\$ 10,188.15

G. Additional Delivery Charge: 436 miles

\$ 763.00

H. Subtotal:

\$ 44,606.15

I. Quantity Ordered 1 x K =

\$ 44,606.15

J. Trade in: _____

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 44,906.15

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	346563-D
Customer No.	MOORECHR

Bill To

MOORE CHRYSLER DODGE JEEP RAM
 PO BOX 905
 SILSBEE, TX 77656

Ship To

MOORE CHRYSLER DODGE JEEP RAM
 1305 HWY 96 BYPASS
 SILSBEE, TX 77656

Contact:
Telephone: 254-541-9061
E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Contact:
Telephone: 254-541-9061
E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
07/06/20	Ground		FOB DESTINATION		net30
Entered By		Salesperson		Ordered By	Resale Number
Maria Rivera		Maria Rivera-Laferia		MICHAEL WILEY/LT NOVAK	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO WESLACO DURANGO Warehouse: LAFE Vin #:	0.0000	0.00
1	1	Y	EVP EMERGENCY VEHICLE PACKAGE Warehouse: LAFE Vin #: RED/BLUE WITH FULL TAKE DOWN	9,688.1500	9,688.15
1	1	Y	MISC FED SIFM-3363145 Warehouse: LAFE Vin #:	0.0000	0.00
1	1	Y	FED-PF200H PATHFINDER,100/200W,HANDHELD Warehouse: LAFE Vin #:	0.0000	0.00
1	1	Y	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: LAFE Vin #: VEHICLE SPECIFIC MOUNTING BRACKETS ARE SOLD SEPERATELY *****	0.0000	0.00
1	1	Y	ESB-U FED DYNAMAX/ES100C UNIVERSAL SPEAKER BRACKET Warehouse: LAFE Vin #:	0.0000	0.00

Print Date	07/16/20
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Printed By: Maria Rivera

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	346563-D
Customer No.	MOORECHR

Bill To

MOORE CHRYSLER DODGE JEEP RAM
 PO BOX 905
 SILSBEE, TX 77656

Ship To

MOORE CHRYSLER DODGE JEEP RAM
 1305 HWY 96 BYPASS
 SILSBEE, TX 77656

Contact:
Telephone: 254-541-9061
E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Contact:
Telephone: 254-541-9061
E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
07/06/20		Ground		FOB DESTINATION				net30			
Entered By			Salesperson			Ordered By			Resale Number		
Maria Rivera			Maria Rivera-Laferia			MICHAEL WILEY/LT NOVAK					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
1	1	Y	ULF44 WEC 4-OUTLET, 4 CHANNEL 60W LED FLASHER Warehouse: LAFE Vin #: OVER 60 FLASH PATTERNS, ALLOWING FOR ALTERNATING, SIMULTANEOUS & SYNCHRONIZED FLASHING LIGHTHEADS. *****					0.0000	0.00		
2	2	Y	MPS620U-BR FED Micro Pulse Ultra 6 Dual Color Surface Mount Warehouse: LAFE Vin #: 12-24 VDC 12 LED Lighthouse Blue/Red					0.0000	0.00		
2	2	Y	LICENSE PLATE XSM2-BRW FED Blue/Red/White DUAL HEAD MOUNT Warehouse: LAFE Vin #:					0.0000	0.00		
1	1	Y	REAR SIDE WINDOW 7126-7611 BOSS STRONGBOX Pull Out Weapon Locker- 7611 Warehouse: LAFE Vin #:					0.0000	0.00		

Print Date 07/16/20
Print Time 02:07:14 PM
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	346563-D
Customer No.	MOORECHR

Bill To

MOORE CHRYSLER DODGE JEEP RAM
 PO BOX 905
 SILSBEE, TX 77656

Ship To

MOORE CHRYSLER DODGE JEEP RAM
 1305 HWY 96 BYPASS
 SILSBEE, TX 77656

Contact:

Telephone: 254-541-9061

E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Contact:

Telephone: 254-541-9061

E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
07/06/20		Ground		FOB DESTINATION				net30			
Entered By			Salesperson			Ordered By			Resale Number		
Maria Rivera			Maria Rivera-Laferia			MICHAEL WILEY/LT NOVAK					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
1	1	Y	MISC CF-YCZC3318M Warehouse: LAFE Vin #: CF-33, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0 QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:dGPS), 4G LTE (EM7455+GPS), dGPS, Infrared WebCam, 8MP Cam					0.0000	0.00		
1	1	Y	MISC AMAZON KFZMAN Warehouse: LAFE Vin #: Car Laptop Desk Heavy Duty, KFZMAN Automotive Foldable Laptop Mount Tray for Steering Wheel and Backseat, with 2 Extendable Hidden Drawer, Perfect for Dinner, Study, Food/Drink Holder, Travel, Black					0.0000	0.00		
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LAFE Vin #:					0.0000	0.00		
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LAFE Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****					0.0000	0.00		

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	346563-D
Customer No.	MOORECHR

Bill To

MOORE CHRYSLER DODGE JEEP RAM
 PO BOX 905
 SILSBEE, TX 77656

Ship To

MOORE CHRYSLER DODGE JEEP RAM
 1305 HWY 96 BYPASS
 SILSBEE, TX 77656

Contact:

Telephone: 254-541-9061

E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Contact:

Telephone: 254-541-9061

E-mail: MWILEY@SILSBEEFLEET@GMAIL.COM

Phone: 813-255-0000 Fax: 813-255-0001 E-mail: MWILEY@SLESBEEFLEET.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/06/20	Ground	FOB DESTINATION		net30	
Entered By		Salesperson	Ordered By	Resale Number	
Maria Rivera		Maria Rivera-Laferia	MICHAEL WILEY/LT NOVAK		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		

Print Date	07/16/20
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Subtotal	9,688.15
Freight	500.00
Order Total	10,188.15

Printed By: Maria Rivera

PRICING AND ACCEPTANCE

Building Name	HVAC Unit Count	Approx. Total Tons	Total Price/Bldg.
Weslaco PD	10	52	\$ 9,215.83 ✓
Weslaco Public Library	9	48	\$ 8,294.25 ✓
Weslaco Auditorium	3	15	\$ 2,764.75
Potter Dodge	2	10	\$ 1,843.17
Station 1 North	2	10	\$ 1,843.17 ✓
Station 2 Downtown	3	13	\$ 2,464.42 ✓
Station 3 18th Street	2	8	\$ 1,843.17 ✓
Fire Admin Office	2	13	\$ 1,843.17 ✓
Fire Marshall Office	1	4	\$ 921.58 ✓
Weslaco City Hall	2	64	\$ 4,870.33 ✓
Old City Hall	1	5	\$ 921.58
Weslaco PD Substation & Mujere Unidas	2	10	\$ 1,843.17
Service Center & Old park Office	5	24	\$ 4,307.58
Tower Theatre	2	8	\$ 1,843.17
Weslaco Nature Center	7	35	\$ 6,451.08
Weslaco Public Works	7	38	\$ 5,850.42 ✓
Weslaco Airport/CBP Building	4	20	\$ 3,686.33 ✓

CM
RECOMMENDED
9,215.83
8,294.25

1,843.17
2,464.42
1,843.17
1,843.17
921.58
4,870.33

TOTAL PRICE:.....60,807.17 USD

40,832.67

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 15, 2020.



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3429	
From: Rebekah De La Fuente			
Subject: Discussion and consideration to adopt Ordinance 2020-16 amending the Utility Extension Ordinance Codified as Article III Section 5 regarding the approval of a Utility Reimbursement Agreement and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-16. Possible action. (This item was tabled July 7, 2020; staffed by Planning and Code Enforcement Department.)			
Background: The current Utility Extension Ordinance was adopted by City Commission in August of 1993. However the section of the ordinance pertaining to the developers right to a Utility Reimbursement Agreement does not properly identify the appropriate filing deadline for an agreement to be approved by the City Commission. The ordinance also does not appropriately outline the process in which a fee schedule is to be developed.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Existing- Utility Extension Ordinance- Utility Reimbursements, O2020-16 final amend Utility reimbursement			
Responsibilities upon Approval: Staff will enforce the newly adopted ordinance and regulations.			

Section 4. - Extension of utilities to developments or properties shall be in the manner herein prescribed.

(A) The cost to the developer or the person requesting the extension:

- (1) The developer shall be responsible for extending utilities from existing utilities in accordance with the City of Weslaco master plan including all costs of right-of-way acquisition and fire hydrants both off-site and on-site and other necessary appurtenances.
- (2) It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as set forth above. The location, width and cost of such right-of-way, shall be subject to approval of the city. Should the developer be unable to acquire the needed right-of-way, the city may, at its option, assist in acquiring same.
- (3) The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, for the developer's share of the utility extensions as determined by the city. Such guarantee shall be filed with the city engineer in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvement which the developer is required to provide. This payment or guarantee must be filed with the city engineer prior to final plat approval.
- (4) However, the developer may request of the city to participate in the cost of such utilities. The city may elect to participate in the cost of such utilities either by paying for the difference in oversizing, when such oversizing is required, or by [participating] jointly in such venture when in the opinion of the city commission that such utilities are in the best interest of the city and are needed to facilitate other city projects. However, the city's participation shall be limited to no more than fifty (50) percent of the cost of the off-site utilities.
- (5) Developers may be eligible for reimbursement fee for any off-site utility extension from properties determined to be within the service area of such utilities, provided that:
 - (a) The developers request must receive approval from the city commission.
 - (b) The reimbursement schedule is to be prepared by the city engineer.
 - (c) Pro rata share for off-site water and sanitary sewer lines shall be calculated in accordance with the attached Schedule I. Lift stations and forcemains pro rata costs shall be calculated on acreage only.

Editor's note— Schedule I is not set out herein, but is on file and available for inspection in the office of

the city secretary and the engineering department.

- (d) Reimbursement fees are to be collected by the city from the property in the service area at the time of subdivision approval of such properties or at the time of permit application for construction in the properties in the service area.
- (e) The city will disburse such reimbursement fees collected to the developer in the same percentage as construction contribution by the developer of subject utilities.
- (f) The reimbursement schedule shall be based on actual construction cost to be submitted to the city engineer.
- (g) The developer shall be eligible to receive reimbursement fee for a period of ten (10) years from the time of completion of subject utilities.
- (h) The city shall notify the developer when a subdivision is approved or when a building permit is issued if reimbursement fees are due and the city shall not be held responsible for failure to collect reimbursement fees from the properties where reimbursement fees were due unless the developer gives notice in writing to the city of such requirements within thirty (30) days of the commencement of construction of utilities.

(B) The cost to property owners where utilities are made available by the extension:

- (1) A pro rata charge shall be assessed to each property where utilities are made available. The charge will be made according to the terms of the attached Schedule I.

Editor's note— Schedule I is not set out at length herein, but is on file and available for inspection in the offices of the city secretary and the engineering department.

- (2) The city may connect any future customer reasonably served from the utility extension, provided the customer has paid the pro rata charge and tapping fee.
- (3) Any customer not contributing the pro rata charge at the time of installation of the utility extension who requests service at a later date, must pay the pro rata charge in full plus an additional fifteen percent (15%), plus the tapping fee before service will be installed. The fifteen percent (15%) surcharge will be retained by the city to defray the cost of bookkeeping for the utility extension and will be excluded from the computations for refunds.
- (4) Any condition not covered by these regulations or of such a nature that would result in an inequitable pro rata charge to any customer, will be negotiated by the city commission at the time of installation of a proposed line extension.

(Ord. No. 93-11, § 4, 8-19-1993)

ORDINANCE 2020-16

AN ORDINANCE AMENDING ORDINANCE NUMBER 1993-11, THE CITY OF WESLACO UTILITY EXTENSION ORDINANCE; CODIFIED AS APPENDIX B, ARTICLE III, OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance Number 1993-11 passed and approved on August 19, 1993 as "Utility Extension Ordinance" and Codified as Appendix B, Article III, of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new Utility Extension ordinance will be adopted and codified as Appendix B, Article III of the Weslaco Code of Ordinances and said Chapter shall read as follows:

APPENDIX B- SUBDIVISION REGULATIONS & POLICIES ARTICLE III- UTILITY EXTENSION

SECTION 4. – EXTENSION OF UTILITIES TO DEVELOPMENTS OR PROPERTIES SHALL BE IN THE MANNER HEREIN PRESCRIBED

(A) (5) Developers may be eligible for reimbursement fee for any off-site utility extension from properties determined to be within the service area of such utilities, provided that:

- a) The developer's request must receive approval for a utility reimbursement agreement from the city commission.
- b) The utility reimbursement agreement must be submitted for consideration by the city commission prior to the submission of a subdivision review application from a property within the service area.
- c) The reimbursement schedule is to be prepared by the city engineer and shall be based on actual construction cost.
- d) Pro rata shares for off-site water and sanitary sewer lines, forcemains and lift stations shall be calculated in accordance with actual construction cost as provided by the developer after the construction and acceptance of the subdivision and approved by the City Engineer.
- e) Properties within the services area shall be responsible for a pro rate share of the utility extension based on the totally linear feet and fixtures constructed adjacent to the property. Lift stations and forcemains pro rata costs shall be calculated on acreage only.
- f) Reimbursement fees are to be collected by the city from the property in the service area at the time of subdivision approval prior to the recording of the subdivision with Hidalgo County Land Records for properties within the service area.

- g) The city will disburse such reimbursement fees collected to the developer in the same percentage as construction contribution by the developer of subject utilities.
- h) The developer shall be eligible to receive reimbursement fee for a period of ten (10) years from the time of completion of subject utilities.
- i) The city shall notify the developer when a subdivision is approved within the service area, the developer shall have thirty (30) days to notify the city in writing if the subdivision is required to pay reimbursement fees. The city shall not be held responsible for failure to collect reimbursement fees from the property owner if written notice of required reimbursement has not been provided to the City prior to recordation of the subdivision.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of July 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, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3434
From:		
Subject: Discussion and consideration to amend the City of Weslaco's Drug and Alcohol Policy and authorize the Mayor to execute any related documents. Possible action (This item was tabled July 7, 2020; staffed by Human Resources Department.)		
Background: Amend the City of Weslaco's Drug and Alcohol Policy. Policy to include safety sensitive and non-safety sensitive employees, employee violations, specific drug(s) and amounts and test refusals.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Drug and Alcohol Policy Draft 6-25-20		
Responsibilities upon Approval:		

	Personal Policies CITY OF WESLACO, TEXAS	DRUG AND ALCOHOL-FREE WORKPLACE	
		Originally Approved:	
		Amended:	
		Page:	1 of 14

I. PURPOSE

The City of Weslaco has a responsibility to attempt to provide and maintain a safe and healthy workplace free from the influence of alcohol and drugs for its employees. The City will comply with the requirements of the Drug Free Workplace Act of 1988 and all drug testing regulations issued by the Department of Transportation (DOT).

Drug and alcohol abuse by City employees endanger the health and safety of themselves, their fellow employees, and the citizens we serve. Eliminating such abuse will reduce accidents and injuries to persons and property and reduce absenteeism and tardiness. The City of Weslaco hereby establishes this policy with the intent to eliminate drug, alcohol, and/or inhalant abuse while on the job and hereby mandates a zero tolerance for such behavior.

The City recognizes alcohol and drug abuse as a potential health, safety and security problem. If employees need help in dealing with such problems, they are encouraged to use our health insurance plans, as appropriate. Conscientious efforts to seek help for an alcohol or substance abuse problem will not jeopardize their job and will not be noted in their personal records. (Prior to Drug and Alcohol Testing. These services will not “save” employment if a positive test.)

II. SCOPE

This policy applies to all City employees, including but not limited to full time, part time and temporary regardless of pay status or level in the organization, except for sworn Police Officers and Firefighters who are covered by another city policy or collective bargaining agreement. Applicants for employment are also subject to applicable provisions of this policy and may be regulate by other policy(ies).

In addition, employees who are covered by this policy may be subject to provisions of the Department of Transportation's (DOT) federal drug and alcohol testing programs as set out in City Policies which apply to employees who hold positions who are required to drive, or may be called upon to drive, a vehicle which requires a Commercial Driver's License.

The City recognizes that some positions require the handling of substances, containers, and/or paraphernalia that is prohibited by this policy. Performance of such duties, in the course and scope of employment is not considered a violation of this policy.

III. DEFINITIONS

ACCIDENT - a collision or incident involving a motor driven vehicle or motor driven equipment, resulting in any property damage or personal injury.

ADULTERATION - The addition of any substance to a sample that may mask or falsify test results. This includes, but is not limited to, substitution or dilution of urine with water or additives.

ALCOHOL - The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

ALCOHOL CONCENTRATION (OR CONTENT) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under 49 CFR, Part 382.

BEING UNDER THE INFLUENCE OF ALCOHOL - having a breath alcohol concentration of 0.04 or greater.

DRUG PARAPHERNALIA - The definition of "Drug Paraphernalia" contained in Section 481.002 of the Texas Health and Safety Code is hereby adopted for this policy. Examples of drug paraphernalia will include, but are not limited to, the following:

A scale or balance used or intended for use in weighing or measuring a controlled substance. A capsule, balloon, envelope, or other container used or intended for use in packaging small quantities of a controlled substance. An object used or intended for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body.

CITY INVESTIGATION - a fact finding review, conducted by a representative of the Human Resources Department of the accident and/or accident site and the circumstances leading up to and resulting in the accident.

CITY PREMISES OR WORKSITES - includes all property, buildings, structures, job sites, parking lots, means of transportation, motor vehicles, equipment, and machinery owned, leased, or otherwise used for City business. An employee's personal vehicle is also included in this definition when being used to conduct City business or when parked on City premises or worksites during an employee's working hours, including lunch and break times.

CONTROLLED SUBSTANCES - includes all substances covered by the Federal Drug Abuse Prevention and Control Act (21 U.S.C. 801 et. seq.) or the Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code). Controlled substances include, but are not limited to, amphetamines, marijuana, barbiturates, methadone, benzodiazepines, methaqualone, morphine, codeine, and anabolic steroids. A controlled substance is "unauthorized" if the employee does not have a valid prescription for that substance at the time of its use or possession.

DETECTABLE LEVEL - a quantity of a drug or drug metabolite equal to or greater than the detection level for that substance as established by this policy.

ILLEGAL DRUGS - any unauthorized controlled substances including, but not limited to, heroin, cocaine, crack cocaine, cannabinoids (Marijuana, hashish, THC), PCP (phencyclidine), and LSD (lysergic acid diethylamide).

NEGATIVE DRUG RESULT - The result reported by the certified laboratory to the MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

POSTITIVE DRUG RESULT - the result reported by the certified laboratory to the MRO when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

SPLIT SPECIMEN - a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

SUBSTANCE ABUSE PROFESSIONAL - A person who evaluates employees who have violated a drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

SUBSTITUTED SPECIMEN - a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

VERIFIED POSITIVE DRUG TEST - a drug test result or validity testing result from an HHS certified laboratory that has undergone review and final determination by the MRO.

IV. CONDITION OF EMPLOYMENT

1. APPLICANTS

During pre-employment screening, applicants will be advised that they are subject to drug testing. Any job offer will be contingent on passing a drug test. Applicants will be required to sign a consent form acknowledging this policy as a condition of employment. Consent is indicated by signing any form required by the City's Specimen Collection and Drug and Alcohol Testing Service Provider for laboratory collection of the specimen for testing.

Applicants who fail the drug test will not be allowed to reapply for twelve (12) months after the date of the test. However, he/she can be eligible to reapply during this twelve (12) month period, if he/she presents evidence of his or her completion of a physician-approved rehabilitation program and consents to random testing for twelve (12) months after the effective date of his/her employment.

2. EMPLOYEES

Employees who fail a drug test as confirmed by the MRO and subsequently terminated as a result of the verified positive drug test, will not be considered for rehire for twelve (12) months after the date of the verified positive drug test. However, as an applicant, he/she can be eligible for rehire during this twelve (12) month period, if he/she presents proof of a SAP's evaluation, and evidence of his or her completion of a physician-approved rehabilitation program, if required by the evaluation, and consents to random testing for twelve (12) months after the effective date of his/her employment.

V. ACKNOWLEDGEMENT OF COMPLIANCE WITH POLICY

Compliance with the City of Weslaco's Alcohol and Drug Policy is a condition of employment for all employees covered by this policy. Covered employees will be required to sign an acknowledgement of understanding which will become part of each employee's Human Resources file.

VI. TESTING ADMINISTRATOR

The Director of Human Resources, or designee, is the Testing Administrator of this policy, with full authority to order that employees comply with its provisions, to oversee the integrity of the drug testing, procedures, and general administration of this policy.

VII. DRUG AND/OR ALCOHOL TESTING

The following drug and/or alcohol testing will be conducted under this policy:

Pre-employment - All job offers are contingent upon selected applicant passing a drug and alcohol test. Applicants cannot begin employment until a verified negative drug test has been received by the City. Applicants may not contest positive test results.

Reasonable Suspicion - If individualized reasonable suspicion exists that an employee is under the influence of alcohol or has used or possessed any illegal drug or controlled substance, absent a valid prescription, in violation of this policy, the employee will be required to submit a urine specimen for drug testing and/or breath sample for alcohol testing immediately or as soon as practicable but no later than 2 hours.

Post-Accident - Whenever a City investigation determines that a driver/operator employed by the City, while on City business, was involved in an accident/incident, involving a motor driven vehicle or motor driven equipment, regardless of fault, which involves a fatality, bodily injury which requires emergency medical care in a clinic or emergency room, or damage to property, an employee will be required to submit a urine specimen for drug and a breath sample for alcohol testing immediately after the accident or as soon as practicable.

However, if a driver/operator, while operating a motor driven vehicle or motor driven equipment, damages an underground cable or pipeline the operator will be required to submit a urine specimen for drug testing and a breath sample for alcohol testing only if the Director of Human Resources, or designee, determines that it meets the criteria for testing, based upon the facts presented by the department representative following his/her investigation of the event.

Specific to damaging an underground cable or pipeline, the following will apply:

1. If work was commenced without the guidance of a line locator and the employee damages the underground cable or pipeline, testing will be mandatory, unless the service provider refused a request for a line locator.
2. If a line locator accurately identifies the line location and the operator damages the underground cable or pipeline, testing will be mandatory.
3. If the operator accurately avoids the location identified by the line locator and damages the line, finding that the line was not accurately marked by the line locator, the employee will not be tested.

Return-to-Duty - A City employee who returns from leave taken for any reason for longer than thirty (30) calendar days, who is covered by this policy, is required to undergo a drug and alcohol test before the employee may return to work.

An employee absent due to leave associated with self-referral under the policy will be required to pass return-to-work drug and alcohol testing before returning to duty in addition to other drug testing required by this policy, upon returning to duty from alcohol and/or drug rehabilitation treatment which was entered into as a result of an employee's self-disclosure of a prohibited drug or alcohol related problem, an employee will be subject to follow-up drug and alcohol testing without prior notice for up to twelve (12) months from the date of return.

Random Testing - Employees are subject to random testing especially safety sensitive positions. A safety sensitive position means an employment position involving job duties which if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, co-workers, and/or the public. This applies to safety sensitive positions at the time an employee reports to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive positions subject to random testing under this policy are identified by title in the attached addendum. Employees in safety sensitive positions will be selected for testing on a random basis in a manner to ensure that each covered employee has a substantially equal chance of selection.

1. Regular full-time employees – Except as provided in 49CFR¹, paragraphs (b) through (d) of this section, the minimal annual percentage rate for random drug and alcohol testing shall be 50 percent of covered employees; the random alcohol testing rate shall be 10 percent. As provided in paragraph b of said section, this rate is subjected to annual review by the administrator. full-time employees in safety sensitive positions will be drug tested every twelve (12) months.
2. Part-time and/or Temporary employees - a minimum of five percent (5%) of part-time and/or temporary employees in safety sensitive positions will be drug tested every twelve (12) months.

In addition, employees who are covered by this policy may be subject to provisions of the Department of Transportation's (DOT) federal drug and alcohol testing programs as set out in City Policies which apply to employees who hold positions who are required to drive, or may be called upon to drive, a vehicle which requires a Commercial Driver's License.

Employees to be tested will be selected by a computer based random number generator. Each employee shall have an equal chance of being tested each time a random drug testing list is generated. Random tests will be unannounced and the dates for administering random tests will be spread reasonably throughout the calendar year.

Upon notification, a randomly selected employee must proceed to the testing site immediately, or, if the employee is performing a safety sensitive function at the time of notification, the employee shall be directed by the Department Director or designee, to cease the performance of the function and proceed to the testing site as soon as possible.

Alcohol Testing - An employee who has a breath alcohol content of 0.04% or greater during working hours, including lunch and break times will be presumed to be under the influence of alcohol and in violation of this policy. Alcohol testing will be conducted in the event of reasonable suspicion, return to work or post-accident.

¹ The Department of Transportation's (DOT) rule, 49 CFR Part 40, describes required procedures for conducting workplace drug and alcohol testing for the Federally regulated transportation industry.

An employee who was tested and had an alcohol concentration of 0.02 or greater, but less than 0.04, or used alcohol within 8 hours of an accident, or consumed alcohol within four hours prior to duty, shall not be permitted to return to duty requiring the performance of a safety sensitive function until the employee has undergone a return to duty alcohol test with a result which indicates an alcohol concentration of less than 0.00.

VIII. TESTING PROCEDURES

Drug testing will be conducted using a laboratory certified by the United States Department of Health and Human Services (SAMHSA/CAP FUDTP). Chain-of-custody procedures will be followed to account for the integrity of each urine sample by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

Each specimen submitted for testing under the testing provision of this policy, will be analyzed for the presence of the following compounds which include, but are not limited to.

DRUG CLASS	EMIT SCREEN DETECTION LEVEL *ng/ml	GC-MS CONFIRMATION Detection Level ** *ng/ml
6 – Acetylmorphine	10	10
Amphetamines/Methamphetamine	300	250
Barbiturates	300	100
Benzodiazapines	300	100
Benzoylcegonine Cocaine Metabolites	300	100
Hydrocodone/Hyrdomorphone	300	100
MDMA/MDA	300	250
Methqualone	300	200
Methadone	300	100
Codeine/Morphine	2000	2000
Oxycodone/Oxymorphone	100	100
Phencyclidine	25	25
Propoxyphene	300	200
Marijuana Metabolite (Including THC found in Cannabidiol)***	20	10

*nanograms/milliliter

**confirmation detection levels are subject to change

***Cannabidiol derived from the Hemp plant can contain up to 0.3% THC. If an employee is currently taking or is thinking about taking a Cannabidiol product, it is possible that if screened, they can test positive for THC. Under this Policy, THC is prohibited. A positive drug screen for any prohibited substance will result in automatic termination.

Employee's consent for testing is indicated by signing any form required by the Specimen Collection and Drug and Alcohol Testing Service Provider or laboratory collecting the specimen for testing.

An employee reasonably suspected of the use or possession of illegal drugs, and/or being under the influence of alcohol, or in the event post-accident testing is required, or in the event of self-referral for a drug or alcohol related problem, will be taken to the City Specimen Collection and Drug and Alcohol Testing Service Provider for testing. **For safety purposes, the employee will not be allowed to drive him/herself for specimen collection or alcohol and/or drug testing or to drive him/herself home or back to work.** The Department Director, at his/her discretion, may have the employee taken home and paid for the time required to get test results.

The Medical Review Officer (MRO) for the City of Weslaco will be the designated City Medical Advisor or any physician designated by the City's Director of Human Resources, or designee, who is a licensed physician with knowledge of drug abuse disorders.

The MRO shall review the results of drug testing before they are reported to the Director of Human Resources and will interpret confirmed positive test results to determine if there is an alternative medical explanation for the confirmed positive result. After review, the MRO shall deliver test results directly to the Director of Human Resources, or designee.

If the test result of the primary specimen is positive, the applicant or employee may request that the MRO direct that the split sample be tested in a different certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result. Upon receipt of the test result of the split specimen which reaffirms the test results of the primary specimen, the employee and the Director of Human Resources, or designee shall be notified within one business day. Upon receipt of the test result of a split specimen which fails to reconfirm the presence of the drug(s) or drug metabolites found in the primary specimen, the MRO shall cancel the test, and report the cancellation and the reasons for it to the City and the employee. The fee for transferring and retesting a split specimen by another certified laboratory is to be prepaid by credit/debit card, by the requesting applicant or employee, directly to _____. The laboratory used for split specimen testing is _____. The fee for retesting and transferring a split specimen is determined by the collection facility.

Upon a confirmed positive drug test result, or a breath alcohol concentration of 0.04 or greater, the employee shall be placed on administrative leave with pay and taken home, pending disciplinary review.

Upon a test result of an alcohol concentration of 0.02 or greater, but less than 0.04, an employee shall be removed from duty, and, if it is the first occurrence, will be allowed to use leave under existing leave policies, if applicable, (Family and Medical Leave Act, sick leave, personal leave, vacation, or special leave requests without pay). In the event of a second occurrence of an alcohol concentration of 0.02 or greater, but less than 0.04, the employee shall be placed on administrative leave with pay, pending disciplinary review.

If the MRO's review indicates a legitimate medical explanation for the confirmed positive test result, no further action will be taken against the employee and an applicant will be eligible for hire.

If the MRO's review determines there is no legitimate medical explanation for the positive test result, the employee tested will be subject to disciplinary action up to and including termination upon the first offense or if an applicant for employment, the applicant will not be eligible for hire for the position applied for.

IX. DRUG-FREE AWARENESS PROGRAM

A Drug-Free Awareness Program will provide an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. This program will inform employees about:

- The dangers of alcohol and drug abuse in the workplace;
- This City's Alcohol and Drug Policy;
- The availability of treatment and counseling for employees who voluntarily seek such assistance through the Employee Assistance Program; and
- The discipline which will be imposed for violations of this policy.

X. EMPLOYEE ASSISTANCE PROGRAM (EAP)

It is recognized that drug and alcohol problems can be treated. The City of Weslaco believes it has a responsibility to offer assistance to City employees through the Employee Assistance program, (EAP) but that the initiative in asking for and obtaining such help is the responsibility of the employee.

Employees who first seek help through their Department Director, or designee, or Director of Human Resources or designee, for a prohibited drug and/or alcohol related problem before it is discovered through reasonable suspicion, employee conduct, or testing authorized under this policy, shall be allowed to participate in a rehabilitation program as recommended by the Employee Assistance Program counselor who is a Substance Abuse Professional, and as otherwise agreed to in writing by the Department Director, or designee, or Director of Human Resources, or designee, and the employee.

Note: The employee must have sought help before the employee's city identification number is pulled in the process of generating the random test list and/or before being directed to submit to testing in the event of a reasonable suspicion.

The employee will consent to disclosure of medical or other information related to treatment to the Director of Human Resources or designee, and other city management personnel as deemed necessary by the Director of Human Resources or designee, or the city's designated physician. Failure to authorize such release of information will result in the denial of the employee's request for assistance, and subsequent termination of employment. It is the employee's responsibility to provide to the Director of Human Resources or designee proof of a substance abuse professional's evaluation, treatment plan, and evidence of completion of the rehabilitation program.

The Director of Human Resources or designee will:

1. Ensure the SAP, in writing, has released the employee to return to work after completing required rehabilitation set forth by the SAP.
2. Ensure that an employee, upon completing rehabilitation, passes a return-to-work drug and alcohol test, and,
3. Determine a schedule of unannounced follow-up drug/alcohol testing for an employee who had returned to duty after rehabilitation to confirm his/her continuing drug free status.

Upon returning to duty from alcohol and/or drug rehabilitation treatment which was entered into as a result of an employee's self-disclosure of a prohibited drug-related problem or alcohol problem, an employee will be subject to follow-up drug testing without prior notice for up to twelve (12) months from the date of return, with the frequency being determined by the Director of Human Resources or designee.

An employee who is returned to work under the above provisions must fully comply with all provisions of this policy and the terms of any follow-up or related self-referral agreements with the City and/or any support the SAP identified in the rehabilitation and/or treatment plan.

While medical costs of rehabilitation are the sole responsibility of the employee, medical plan insurance may be used to the extent provided under the individual's health insurance coverage. Existing leave policies (Family and Medical Leave Act, sick leave, personal leave, vacation, or special leave requests without pay) may be requested for use during rehabilitation periods.

An employee on leave under this policy shall be required to report biweekly on his/her status and intent to return to work by contacting the employee's Department Director, or designee.

XI. PROHIBITED ACTIVITIES

The following activities are prohibited for covered employees:

1. Use, possession, manufacture, distribution, or sale of illegal drugs or drug paraphernalia, at any time.
2. Distribution or sale of authorized controlled substances, at any time.
3. Having an illegal drug present in his/her body, at any time.
4. Unauthorized use or possession of alcohol while on any City premises or worksite and/or during working hours, including lunch, break times and while scheduled on-call.
5. Being under the influence of alcohol while on any City premises or worksite and/or during working hours, including lunch, break times and while scheduled on-call.
6. Unauthorized storing of any illegal drug, drug paraphernalia, or alcohol in a locker, desk, vehicle, equipment, or any other City premises or worksites.
7. Use of alcohol off City premises or worksites during off duty hours which affects the employee's ability to safely and fully perform assigned job duties, renders the employee a danger to self or others at work, or which brings discredit upon the City or the public service.
8. Switching or adulterating any breath or urine specimen submitted for testing.
9. Failing to submit or refusing to submit a specimen for testing when required under this policy. Consent is indicated by signing any form required by the City's designated Specimen Collection and Alcohol Testing Service Provider, or laboratory collecting the specimen for testing.
10. Refusal to submit to an inspection of any desk, locker, or other City property, premises, or worksites under an employee's control when asked to do so by a supervisor, department Director, or designee, or City investigator.
11. Conviction under any criminal drug statute.
12. Public conduct at any time involving alcohol or illegal drugs under circumstances which bring discredit upon the City or the public service.

13. Failure to notify the Department Director or Director of Human Resources in writing of any arrest, conviction, probation, deferred adjudication or pre-trial diversion under any criminal drug statute at the beginning of the next work shift after such event or finding.
14. Failure to report to the supervisor the use of a prescription drug or over the counter medication which may impair the employee's behavior or physical ability to safely and fully perform assigned duties, and failure to provide written pharmaceutical information on the prescription drug or over the counter medications used, or failure to provide a written statement by the employee's physician that the prescription drug or over the counter medication is safe to use while performing his/her assigned job functions. Employees are prohibited to sharing, exchanging and passing to/from one another prescription and/or non-prescription and or medication.
15. Failure to keep prescribed medicine in its original container or to provide other proof of identification of drug prescription and prescribing physician.
16. Taking, using or being under the influence of a prescribed medication in a manner or dosage other than as prescribed.
17. Refusing to sign a statement agreeing to comply with the City's Alcohol and Drug Policy.
18. Failure of a City employee to report the use or possession on City premises or worksites, and/or during working hours, including lunch and break times, of an illegal drug or unauthorized alcoholic beverage by another City employee
19. Failure of a City employee to report the existence of an unauthorized alcoholic beverage or illegal drug on City premises or worksites.
20. Reporting for duty while on "on call" status under the influence of alcohol or with an illegal drug present in his/her body and/or the inability to report to work as required in a condition to safely and fully perform assigned duties due to alcohol or drug use.
21. Failing to adhere to provisions of any agreement executed by the employee which requires treatment or counseling for alcohol or drug abuse.
22. Having a verified positive drug test administered under this or any other City policy.
23. Knowingly or intentionally use or possess any substance or device designed to mask or falsify a controlled substance test.
24. Use, possess or have within their control a controlled substance, absent a valid, personal prescription.

XII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

A. The following violations of this policy will result in automatic and mandatory termination upon first offense:

1. Use, possession, manufacture, distribution, or sale of any illegal drug, or drug paraphernalia, while on city premises or worksites and/or during working hours, including lunch and break times.
2. Knowingly or intentionally use or possess any substance or device designed to mask or falsify a controlled substance test.
3. Use, possess or have within their control a controlled substance, absent a valid, personal prescription.
4. Distribution or sale of any authorized controlled substance while on City premises or worksites and/or during working hours, including lunch and break times.
5. Driving or operating a personal vehicle while on City business, or any City motor driven vehicle, motor driven equipment at any time while having an illegal drug present in his/her body.

6. Unauthorized use or possession of alcohol during working hours on any City premises or worksites including lunch or other break periods.
7. Driving or operating any City motor driven vehicle, motor driven equipment, or a personal vehicle while on city business, including lunch and break times, while under the influence of alcohol.
8. Failing to take a test or refusing to take a test and/or refusal to submit a specimen for alcohol and/or drug testing when required under this policy.
9. Having a verified positive drug test administered under this or any other City policy.
10. Having a breath alcohol content of 0.04% or greater during working hours, including lunch and break times, as determined by a breath alcohol test administered under this policy.
11. Failing to participate in and/or to comply with any alcohol or drug rehabilitation and/or follow-up testing program, whether mandatory or self-referral.
12. Having a second occurrence of a test result of an alcohol concentration of at least 0.02, but less than 0.04.

B. Violations of other provisions of this policy will result in discipline up to and including termination.

1. Failure to report to the supervisor, or designee the use of a prescription drug or over the counter medication which may impair the employee's behavior or physical ability to safely and fully perform assigned duties, or failure to provide a written statement by the employee's physician that the prescription drug or over the counter medication is safe to use while performing his/her assigned job function.
2. On the first occurrence of a test result of an alcohol concentration of at least 0.02, but less than 0.04, a letter of reprimand will be placed in the employee's official personnel file and the employee will not be allowed to resume job duties until:
 - I. the Substance Abuse Professional has evaluated and released the employee to return to duty; and
 - II. the employee has taken an alcohol test with a resulting alcohol concentration of less than 0.02; and
 - III. the employee has passed a drug test, if determined by the Substance Abuse Professional that a drug test is necessary for the employee; and
 - IV. the employee has complied with any recommended rehabilitation based on the Substance Abuse Professional's assessment or the provisions of any disciplinary agreement between the department Director and the employee regarding rehabilitation

Failure of the employee to participate in and/or comply with the procedures outlined in items one through four (1-4) outlined in Section XII.2 will result in automatic and mandatory termination.

XIII. RECORDS PROCEDURES

RELEASE OF INFORMATION - Requests for employment verification or references for an individual terminated under this policy shall be forwarded to the Human Resources Department for response.

REPORTING CONVICTIONS TO FEDERAL AGENCY - In compliance with the Drug Free Workplace Act, the Human Resources Department will notify the appropriate federal agency within ten (10) days after receiving notice from the employee of a conviction under criminal drug statutes.

Employees are required to notify their Department Director or Director of Human Resources in writing of any arrest, conviction, probation, deferred adjudication or pre-trial diversion under any criminal drug statute at the beginning of the next work shift after such event or finding.

XIV. QUESTIONS REGARDING THIS POLICY

Questions regarding this policy shall be directed to the Director of Human Resources, or designee, who may be contacted at 956-968-3181.

DRAFT

**EMPLOYEEACKNOWLEDGEMENTFORM
ALCOHOL AND DRUG ABUSE POLICY**

I have received a copy of the City of Weslaco's Alcohol and Drug Abuse Policy, as revised **May 1, 2020**. I understand that compliance with this policy is a condition of employment.

I have carefully heard and/or read this policy and understand its content. I have been given an opportunity to ask questions about this policy and to receive explanations.

I agree to comply with this policy. I understand that failure to do so will result in my being in violation of this policy and will subject me to disciplinary action up to and including termination on the first offense.

I understand that employees who first seek help through their Department Director, or designee, or Director of Human Resources or designee, for a prohibited drug and/or alcohol related problem **before it is discovered through reasonable suspicion, employee conduct, or testing authorized under this policy**, shall be allowed to participate in a rehabilitation program as recommended by the Employee Assistance Program counselor who is a Substance Abuse Professional, and as otherwise agreed to in writing by the Department Director, or designee, or Director of Human Resources, or designee, and the employee. *I acknowledge that I must seek help before my city employee identification number is pulled in the process of generating the random test list and/or before being directed to submit to testing in the event of a reasonable suspicion.*

I understand that in addition to the Citywide Alcohol and Drug Abuse Policy, that I may also be subject to the provisions of Department of Transportation's (DOT) federal drug and alcohol testing programs as set out in City Policies which apply to employees who are required to drive, or may be called upon to drive, a City commercial vehicle which requires a Commercial Driver's License (COL). If I am covered by more than one City Alcohol and Drug Abuse Policy, I understand that I must remain in compliance with each policy which applies to the position I hold as a condition of employment.

(PRINT) Employee's Name

Employee's ID#

Employee's Signature

Date

Department Name

Please return to: Human Resources Department, Employee Personnel File

SAFETY SENSITIVE POSITIONS BY JOB TITLE

*** As of 10/1/2019 - Subject to change.

Heavy equipment operators

City Manager

Public Works Director

Public Works Assistant Directors

Fleet Supervisor

Mechanic Forman

Mechanic

Drain Ditch Maintenance Supervisor

Streets Supervisor

Water/Wastewater Superintendent

Wastewater Collection Operator

Water Distribution Operator

Medium Equipment Operator (certain ones and some Equipment Operators

Police Chief

Jailers

Case Managers First Offender Program

Fire Chief

I.T. Director

Airport Ramp Agents

Parks and Recreation Director

Parks Working Supervisor

Building Maintenance Supervisor

Meter Readers

Ramp Service Supervisor

City Engineer

Engineering Technician III

Planning Director

Assistant Planning Director

Chief Building Official/Arson Investigator

Building Inspector

Code Enforcement Inspector

Content Clerk

Human Resources Director



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3460	
From:			
Subject: Discussion and consideration on Ordinance 2020-19 first and final reading approving a negotiated resolution between the City of Weslaco and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing declaring an effective date and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2020-19. Possible action. (Staffed by Finance Department.)			
Background: Texas Gas Service (TGS) has a clause in their Rio Grande Valley Service Area (RGVSA) contract that provides for a Cost of Service Adjustment (COSA) as an expedited limited rate increase. TGS filed their proposed COSA on April 30. Attorney Thomas Brocato authorized by the RGVSA cities negotiated a final settlement and we believe it to be fair and reasonable to all parties as well as our citizens. The rate adjustment is effective for meters read on or after the first billing cycle in August. Excess revenue realized by TGS caused by the reduction in federal income tax rate in 2017 under the Tax Cuts and Jobs Act, TGS proposes to amortize and return to customers a one time credit refund typically for residential customers in the amount \$17.09			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Vidal Roman Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:

2020 Model Staff Report in Support of TGS COSA Rate Increase Ordin, O2020-19
RGV COSA settlement

Responsibilities upon Approval:

Model Staff Report in Support of TGS COSA Rate Increase Ordinance

Background

On April 30, 2020, Texas Gas Service Company (“TGS” or “Company”) filed for a rate increase pursuant to the Cost of Service Adjustment (“COSA”) tariff adopted by the Rio Grande Valley Service Area (“RGVSA”) Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of \$1,924,585 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the city coalition to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of \$1,893,252 on a system-wide basis.

Purpose of the COSA

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

Resolution of the 2020 Filing

Cities’ consultant found that TGS’ cost of service calculations were consistent with the terms of the COSA tariff and the costs reflected in the COSA filing were reasonable with two exceptions. TGS has agreed to remove these costs resulting in a reduction to its requested revenue requirement increase.

In addition, in its 2020 COSA filing, TGS is addressing excess revenues caused by the reduction in the federal income tax rate in 2017 under the Tax Cuts and Jobs Act. TGS proposes to amortize and return to customers approximately \$5.9 million over a 4-year period.

TGS estimates a first-year customer refund of \$1,854,150. The refund will be made as a one-time bill credit distributed as follows:

<u>Class</u>	<u>Per Customer</u>
Residential	\$17.09
Commercial	\$158.59
Public Authority	\$162.85
Industrial	\$1,388.38

TGS will make annual filings to calculate subsequent bill credits until the entire amount is refunded.

In summary, these recommendations result in a total revenue requirement adjustment of \$31,333 off of the Company's original request of \$1,924,585. The agreed reductions to the revenue requirement results in a total increase of \$1,893,252. The first-year refund will essentially offset the increase in rates (\$1,854,150 refund vs. \$1,893,252 rate increase), however, subsequent year refunds will be lower.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS IN THE ORDINANCE

- Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.
- Section 2. This paragraph authorizes TGS to collect an additional \$1,893,252 in revenue.
- Section 3. This paragraph authorizes TGS to refund approximately \$5.9 million related to excess tax revenues.
- Section 4. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.
- Section 5. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 6. This paragraph recites compliance with the Open Meetings Act.
- Section 7. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 8. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 29, 2020.
- Section 9. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and outside counsel to the City.

RECOMMENDATION

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

ORDINANCE NO. 2020-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESLACO, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S APRIL 30, 2020 COST OF SERVICE ADJUSTMENT (“COSA”) FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY’S AND TGS’ REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY’S AND THE CITY’S LEGAL COUNSEL.

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

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

WHEREAS, on or about April 30, 2020, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company has requested a system-wide increase of \$1,924,585; and

WHEREAS, the Company’s COSA filing proposes an approximately \$5.9 million refund to customers for funds over-collected in past rates related to the excess accumulated deferred income tax (“EDIT”);

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

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

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

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of \$1,893,252 on a system-wide basis and approve TGS' proposed tax refund of approximately \$5.9 million; and

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

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

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

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

Section 2. That a rate increase of \$1,893,252 on a system-wide basis is reasonable.

Section 3. That a tax refund of approximately \$5.9 million is reasonable.

Section 4. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 5. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 6. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 29, 2020 consistent with the COSA tariff.

Section 9. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on first and final reading this 21st day of July 2020.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



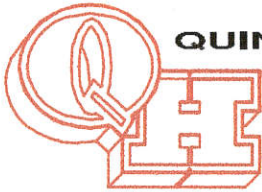
Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3467
From: Rebekah De La Fuente		
Subject: Discussion and consideration to approve Ordinance 2020-20 for dis-annexation request from the property owner of Mira Vista Phase II also being a 3.63 acre tract of land out of Farm Tract 1020, and out of Lots 11 and 12, Block 113, West and Adams Tracts Subdivision, Hidalgo County, Texas, and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-20. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The proposed development is currently within Weslaco city limits, Precinct #1 and Mercedes ETJ jurisdiction. The development will be service with water and sanitary sewer by the City of Weslaco. However the majority of the development is within Mercedes ETJ. The issue of response times by emergency personnel as a result of the multiple jurisdictions in this area have been expressed by Weslaco Police Department and 911 Addressing Department. At this time in order to mitigate any conflict in emergency response time staff is requesting that the development be dis-annexed so it will be under the sole jurisdiction of the County		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission will make recommendation on this item at the special meeting to be held July 20, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any:		

Request for Disannexation, MIRA VISTA No 2 PLAT, O2020-20 .disannexatio. Mira Vista II

Responsibilities upon Approval:

Staff will advise the developer.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

June 29, 2020

Ms. Rebekah de la Fuente
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Mira Vista No.2

Dear Ms. de la Fuente,

Based on our telephone conversation earlier today regarding your staff's recommendation to consider the deannexation of the western portion of this subdivision (3.63 acres) from the City of Weslaco city limits for the proper emergency services to the future residents of this subdivision.

The eastern 9.86 acres are in the City of Mercedes Extra-Territorial Jurisdiction (ETJ).

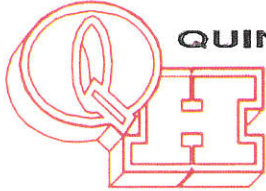
On behalf of the developer Red Rock Real Estate Development Group, Ltd., I am respectfully requesting that the portion inside the City of Weslaco be deannexed (see attached survey plat and metes and bounds description).

Please present this request to the Planning and Zoning Commission and the City Commission.

Should you have any questions, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E.
President



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

A 3.63 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, AND OUT OF LOTS 11 AND 12, BLOCK 113, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125 AND CORRECTED WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817664, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH RIGHT OF WAY LINE OF CAMINO REAL VIEJO ROAD FOR THE NORTHEAST CORNER OF MIRA VISTA SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 3108623, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER THIS TRACT, SAID ROD BEARS SOUTH, 519.00 FEET AND S 89°58'50" E, 1,150.00 FEET FROM THE NORTHWEST CORNER OF LOT 12.

THENCE; S 89°58'50" E, ALONG THE SOUTH RIGHT OF WAY LINE OF CAMINO REAL VIEJO ROAD, A DISTANCE OF 216.70 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF FARM TRACT 1024.

THENCE; S 42°02'57" E (DEED RECORD: S 42°04' E), ALONG THE WEST LINE OF FARM TRACT 1024, A DISTANCE OF 40.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 17°12'37" W, A DISTANCE OF 242.80 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°00'41" E, A DISTANCE OF 649.36 FEET TO A POINT ON THE SOUTH LINE OF FARM TRACT 1020 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 60°03'00" W, ALONG THE SOUTH LINE OF FARM TRACT 1020, A DISTANCE OF 198.36 FEET TO A POINT FOR THE SOUTHEAST CORNER OF MIRA VISTA SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF MIRA VISTA SUBDIVISION, A DISTANCE OF 812.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.63 ACRES OF LAND MORE OR LESS.

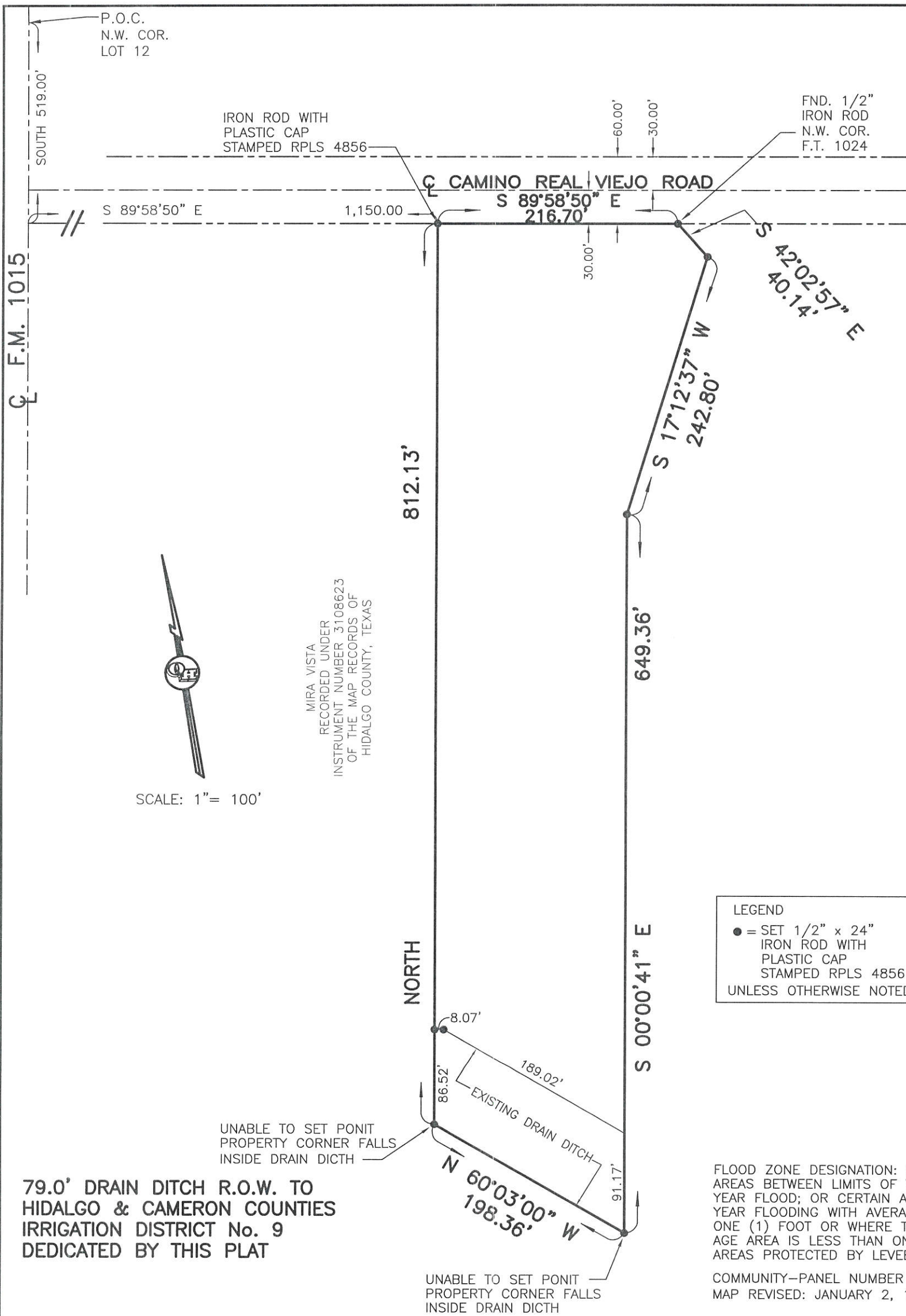
BEARINGS ARE IN ACCORDANCE WITH MIRA VISTA, RECORDED IN INSTRUMENT NUMBER 3108623, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JUNE 29, 2020


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856





MIRA VISTA No. 2

A 3.63 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, AND OUT OF LOTS 11 AND 12, BLOCK 113, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125 AND CORRECTED WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817664, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 2 PAGE 34-37
SURVEYED JUNE 29, 2020
ADDRESS _____
OWNER _____
JOB No. _____
BOOK No. _____ PAGE _____
F:\DATA\SUBD\MIRA VISTA 2

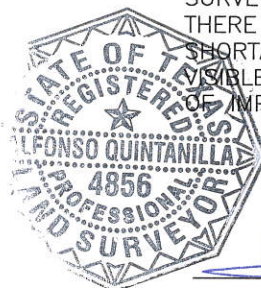
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513 ALFONSOQ@QHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LLANO GRANDE SUBDIVISION RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

MIRA VISTA No. 2

A 13.49 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, AND OUT OF LOTS 11 AND 12, BLOCK 113, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125 AND CORRECTED WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817664, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 13.49 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, AND OUT OF LOTS 11 AND 12, BLOCK 113, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125 AND CORRECTED WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817664, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH RIGHT OF WAY LINE OF CAMINO REAL VIEJO ROAD FOR THE NORTHEAST CORNER OF MIRA VISTA SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 0000000, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER THIS TRACT, SAID ROD BEARS SOUTH, 519.00 FEET AND S 89°58'50" E, 1,150.00 FEET FROM THE NORTHWEST CORNER OF LOT 12.

THENCE: S 89°58'50" E, ALONG THE SOUTH RIGHT OF WAY LINE OF CAMINO REAL VIEJO ROAD, A DISTANCE OF 216.70 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF FARM TRACT 1024.

THENCE: S 42°02'57" E (DEED RECORD: S 42°04' E), ALONG THE WEST LINE OF FARM TRACT 1024, A DISTANCE OF 1,005.05 FEET (DEED RECORD: 1,005.00 FEET) TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 25°08'57" E (DEED RECORD: S 25°08' E), ALONG THE WEST LINE OF FARM TRACT 1024, A DISTANCE OF 60.57 FEET (DEED RECORD: 60.60 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF LOT 11 AND THE NORTH LINE OF LOT 14 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: WEST, ALONG THE SOUTH LINE OF LOT 11 AND THE NORTH LINE OF LOT 14, A DISTANCE OF 331.55 FEET (DEED RECORD: 331.30 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE EAST LINE OF FARM TRACT 1020 FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 25°04'21" E, ALONG THE EAST LINE OF FARM TRACT 1020, A DISTANCE OF 337.59 FEET TO A POINT FOR THE SOUTHEAST CORNER OF FARM TRACT 1020 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: WEST, ALONG THE SOUTH LINE OF FARM TRACT 1020, A DISTANCE OF 215.34 FEET (DEED RECORD: 216.97 FEET) TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT.

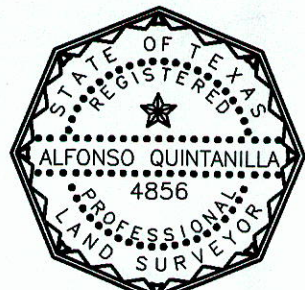
THENCE: N 60°03'00" W, ALONG THE SOUTH LINE OF FARM TRACT 1020, A DISTANCE OF 613.71 FEET (DEED RECORD: 612.50 FEET) TO A POINT FOR THE SOUTHEAST CORNER OF MIRA VISTA SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: NORTH, ALONG THE EAST LINE OF MIRA VISTA SUBDIVISION, A DISTANCE OF 812.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.49 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SOUTH PALM GARDENS ESTATES UNIT No.1, RECORDED IN VOLUME 20, PAGE 100, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.



ALFONSO QUINTANILLA
R.P.L.S. No. 4856

11-12-19

SUBDIVISION AREA

PORTION INSIDE OF WESLACO
CITY LIMITS 3.63 AC.PORTION INSIDE CITY OF
MERCEDES E.T.J. 9.86 AC.WESLACO CITY LIMITS LINE
AND MERCEDES E.T.J. LINE

PLAT NOTES AND RESTRICTIONS:

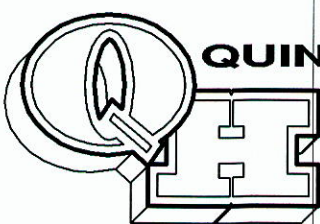
- 1.- FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0525 B
MAP REVISED: JANUARY 2, 1981
- 2.- LEGEND ● - DENOTES 1/2" x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.
- 3.- SETBACKS:
FRONT 20.00 FEET
FRONT-CUL-DE-SAC 20.00 FEET
REAR 15.00 FEET
SIDE 5.00 FEET
SIDE CORNER 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
- 4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET, TOP OF CURB, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- 5.- BENCHMARK NOTE:
B.M. No. 1 ELEV.=69.70 TOP OF TYPE "A" INLET LOCATED ON THE NORTH CORNER OF LOT 28. N.A.V.D. 88 DATUM.
B.M. No. 2 ELEV.=69.00 TOP OF TYPE "A" INLET LOCATED ON THE SOUTH CORNER OF LOT 30. N.A.V.D. 88 DATUM.
- 6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 100,696.427 CUBIC FEET (2.31 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.
- 7.- NO ACCESS SHALL BE PERMITTED ONTO CAMINO REAL VIEJO ROAD FOR LOTS 18 & 52. DEVELOPER SHALL PROVIDE LOTS WITH BUFFER FENCE ABUTTING CAMINO REAL VIEJO TO DENY ACCESS ONTO THE LOTS.
- 8.- NO STRUCTURE SHALL BE PERMITTED UNDER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- 9.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- 10.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- 11.- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.
- 12.- A 6.00 FOOT BUFFER FENCE ABIDING TO CITY ORDINANCES, ON DRAIN DITCH SIDE SHALL BE CONSTRUCTED AT TIME OF SUBDIVISION CONSTRUCTION.
- 13.- A 4.00 FOOT SIDEWALK ABIDING TO CITY ORDINANCES, IS REQUIRED ON BOTH SIDES OF INTERIOR STREETS AT BUILDING PERMIT STAGE, AS PER CITY OF WESLACO. A 5.00 FOOT SIDEWALK ALONG CAMINO REAL VIEJO ROAD SHALL BE CONSTRUCTED AT SUBDIVISION STAGE.
- 14.- U&D.E. DENOTES UTILITY & DRAINAGE EASEMENT
D.E. DENOTES DRAINAGE EASEMENT
- 15.- FOR LOTS LOCATED INSIDE THE CITY LIMITS OF WESLACO, CORNER LOTS DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- 16.- FOR LOTS LOCATED INSIDE THE CITY LIMITS OF WESLACO, LANDSCAPING IS REQUIRED PER CITY ORDINANCE
- 17.- FOR LOTS LOCATED INSIDE THE CITY LIMITS OF WESLACO, SITE PLAN AND DETENTION PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUANCE OF BUILDING PERMITS.
- 18.- THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION.
STREETLIGHT MUST BE EVERY 300 FEET.
- 19.- GENERAL NOTE FOR MULTIFAMILY
ALL LOTS SHALL BE FOR MULTIFAMILY USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN MULTIFAMILY. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG ALONG CAMINO REAL ROAD TO DENY ACCESS ONTO LOT FOR LOTS LOCATED IN THE E.T.J. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT, HIDALGO COUNTY HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- 20.- FOR LOTS LOCATED INSIDE THE E.T.J. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. WATER OR LIGHTING CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- 21.- ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERMITTER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY AND REPAIR.
- 22.- AFTER THE RECORDING OF THE PLAT'S CONDITIONS, COVENANTS AND RESTRICTIONS (CCR's) TO THIS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC. A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHALL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.
- 23.- THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS, HARMLESS AND INDEMNIFY SAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, PRIVATE STREET LIGHTING AND ANY OTHER PRIVATE IMPROVEMENT IN THE PRIVATE STREET AREA.
- 24.- THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.
- 25.- THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENT ON A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MIRA VISTA No. 2, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge _____ Date _____

ATTEST: Hidalgo County Clerk _____ Date _____



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
REGISTRATION NUMBER F-1513 ALFONSO@QHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE
MIRA VISTA No. 2
DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE USE OF THE STREETS, ALLEYS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD., A TEXAS LIMITED PARTNERSHIP _____ DATE
BY: RED ROCK, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

ITS: GENERAL PARTNER
BY: MANUEL N. CANTU, JR., MANAGER
2912 S. JACKSON ROAD
MCALLEN, TEXAS 78503
PH. (956) 821-8180

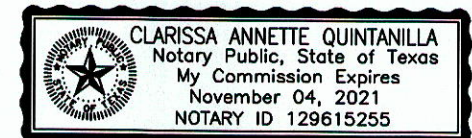
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared

MANUEL N. CANTU, JR., MANAGER

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.



CLARISSA ANNETTE QUINTANILLA - NOTARY PUBLIC

STATE OF TEXAS
CITY OF WESLACO

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

CITY MAYOR _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____

STATE OF TEXAS
CITY OF WESLACO

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

CHAIRMAN PLANNING COMMISSION _____

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9, DATED THIS _____ DAY OF _____, 20____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

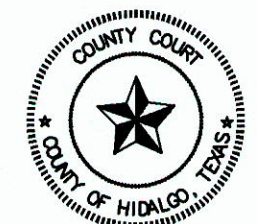
GENERAL MANAGER _____ DATE _____
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

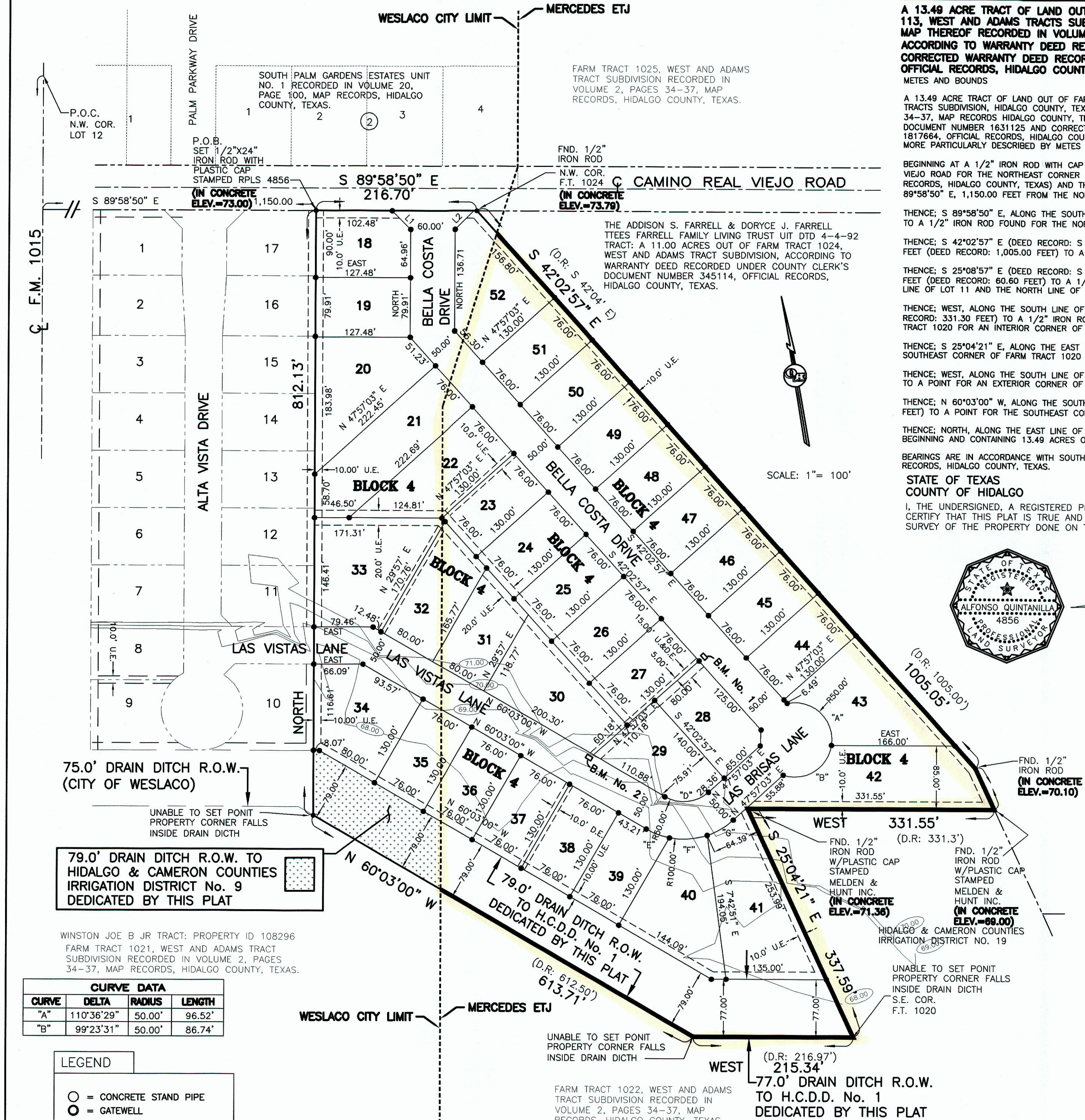
ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

DATE OF PREPARATION: Nov. 12th 2019

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVIS\WESLACO\MIRA VISTA\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11-12-19	M.G.		
DATE REVISED				
	REVISED BY	CHECKED BY	APPROVED BY	



CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	110°36'29"	50.00'	96.52'
"B"	99°23'31"	50.00'	86.74'

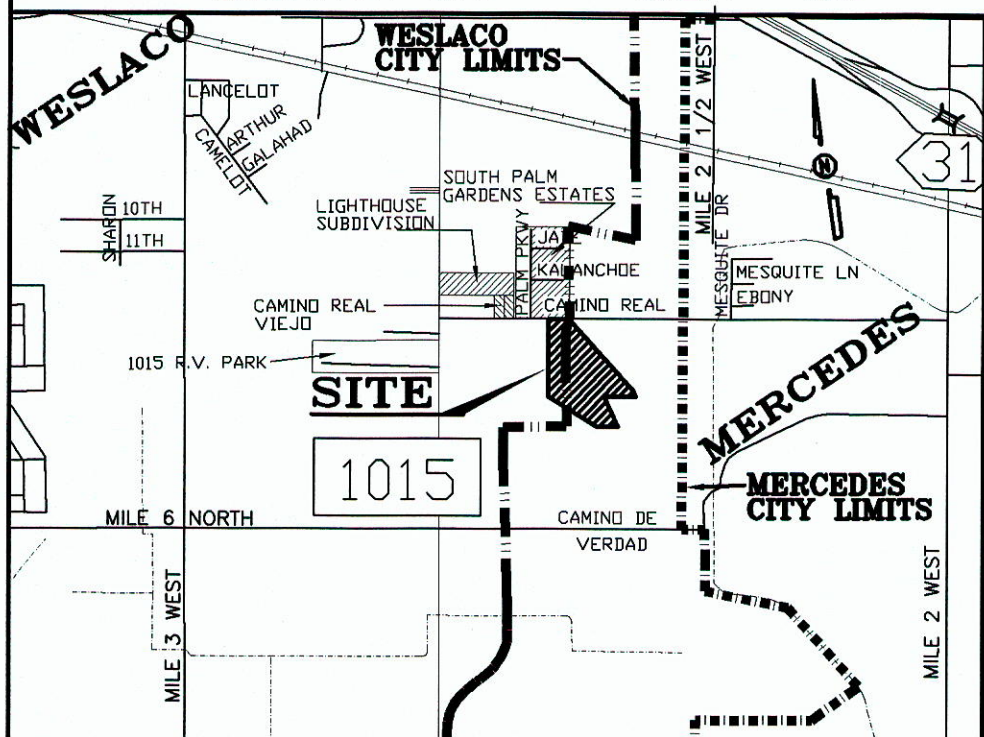
LEGEND

- = CONCRETE STAND PIPE
- = GATEWELL
- = 1/2" x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



MARCO A. GONZALEZ
P.E. 120016

6-4-20
DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL
JURISDICTION OF A MUNICIPALITY:

MIRA VISTA No. 2 IS LOCATED SOUTHEAST HIDALGO COUNTY ON THE SOUTHSIDE OF CAMINO REAL VIEJO ROAD, APPROXIMATELY 1.150 FEET EAST OF F.M. 1015. THE NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,797). SAN JACINTO ESTATES No. 10 PHASE I, LIES PARTLY INSIDE WESLACO CITY LIMITS AND IT IS WITHIN THE CITY OF MERCEDES THREE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: MANUEL N. CANTU, JR., MANAGER	2912 S. JACKSON ROAD	MCALLEN, TX 78503	(956)821-8180	
ENGINEER: MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

ORDINANCE NO. 2020-20

AN ORDINANCE AMENDING ORDINANCE NO. 2014-02 TO PROVIDE FOR THE DISANNEXATION OF CERTAIN UNIMPROVED AREA FROM THE TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAIN OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I: Section 1 of the Ordinance No. 2014-02 is hereby amended to delete a tract of land from Section 2 of the following territory being annexed by Ordinance No. 2014-02:

A 3.63 acre tract of land out of Farm Tract 1020, and out of Lots 11 and 12, Block 113, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the plat or map thereof recorded in Volume 2, Pages 34-37, map records Hidalgo County, Texas, and according to Warranty Deed recorded under County Clerk's Document Number 1631125 and Corrected Warranty Deed recorded under County Clerk's Document Number 1817664, official records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

Beginning at a 1/2" iron rod with cap stamped RPLS 4856 found on the south right of way line of Camino Real Viejo road for the northeast corner Of Mira Vista Subdivision (recorded in instrument number 3108623, map records, Hidalgo County, Texas) and the northwest corner this tract, said rod bears south, 519.00 feet and S 89°58'50" E, 1,150.00 feet from the northwest corner of lot 12.

Thence; S 89°58'50" E, along the south right of way line of Camino Real Viejo Road, a distance of 216.70 feet to a 1/2" iron rod found for the northwest corner of Farm Tract 1024.

Thence; S 42°02'57" E (deed record: s 42°04' e), along the west line of Farm Tract 1024, a distance of 40.14 feet to a 1/2" iron rod with cap stamped RPLS 4856 set for an exterior corner of this tract.

Thence; S 17°12'37" W, a distance of 242.80 feet to a 1/2" iron rod with cap stamped RPLS 4856 set for an interior corner of this tract.

Thence; S 00°00'41" E, a distance of 649.36 feet to a point on the south line of FARM TRACT 1020 for the southeast corner of this tract.

Thence; N 60°03'00"W, along the south line of farm tract 1020, a distance of 198.36 feet to a point for the southeast corner of Mira Vista Subdivision and the southwest corner of this tract.

Thence; north, along the east line of Mira Vista Subdivision, a distance of 812.13 feet to the point of beginning and containing 3.63 acres of land more or less.

SECTION II: This Ordinance becomes effective on the Second and Final Reading

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of July 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, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3468	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for a six-month extension of the Final Plat for Lockheart Subdivision– being a 2.12 acre tract of land being a portion of Farm Tract 284 a West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 310 ft. South of Orlando Tijerina Rd. along Martin Morales Rd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by North Alamo Water Supply Co. through a 4" waterline and sewer by OSSF. The property is within a Flood Zone "X". Owner was granted variance for OSSF and drainage. The developer is requesting a six (6) month extension in order to complete the process with County for approval and to route the mylar for recording.			
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 August 20, 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 will make recommendation on this item at the special meeting to be held July 20, 2020.			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: EXTENSION REQUEST LOCKHEART			
Responsibilities upon Approval:			

Staff will advise developer

R. E. Garcia



Associates

July 10, 2020

Ms Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: Lockheart Subdivision
Request for Extension of Approval

On behalf of the owners of the Lockheart Subdivision development, R. E. Garcia & Associates does hereby request an extension of the approval of the subject subdivision that was granted on August 20, 2019.

Please let me know if you have any questions.

Respectfully,

Raul E. Garcia, P.E., R.P.L.S., C.F.M.
Proprietor

July 10, 2020

Mr. Andrew Muñoz
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

RE: 18.51 Weslaco North Side Sports Complex – Weslaco, TX

Mr. Muñoz:

At your request and after discussing the North Side Sports Complex, we offer this recommendation for the possible re-bid of this project.

The Design team has reviewed our documents and have attached potential design cost savings items that would bring the bid amount closer to the Owner's estimated budget of \$1.4M.

Please note that we are still concerned that given the uncertainty of the market, even these revisions may not render the net reductions we believe may occur.

As we understand, the options attached leave the grant underwriter's requirements in the scope albeit some have been reduced in size or scope. There is also the chance that the City of Weslaco's building official may take exception with the reduction of the restroom facility. It is our hope that the items removed from the scope now can be added by the City in the future.

We would recommend that the City consider re-bidding this project with the noted revisions/reductions in an effort to get closer to the estimated budget.

Please review attachments and advise.

Thank You

A handwritten signature in dark ink, appearing to read 'JM' or similar initials, followed by a small flourish.

Juan Mujica, Jr.
Gignac | Architects



18.51 Weslaco North Side Sports Complex
Potential Design Cost Savings

07/07/20

CIVIL

Water improvement revisions					\$	54,000
Sanitary Sewer revisions					\$	-
Drainage revisions					\$	13,320
Downsize detention pond	2900	CY	\$	2.40	\$	6,960
					\$	74,280

ARCHITECTURAL

Downsize the restroom/concession facility	310	SF	\$	200	\$	62,000
Remove (3) plumbing fixtures from each						
Modify Roof geometry						
Remove Maintenance Facility	400	SF	\$	140	\$	56,000
Reduce sand section cut at Volleyball Court	445	SY	\$	45	\$	20,025
Remove Canopy over exercise equipment	900	SF	\$	60	\$	54,000
Remove Picnic Canopy	500	SF	\$	60	\$	30,000
Remove one dumpster pad	240	SF	\$	50	\$	12,000
Remove crushed gravel at amphitheatre	143	SY	\$	60	\$	8,580
					\$	242,605

STRUCTURAL

Structural steel is red steel with single coat of primer					\$	-
--	--	--	--	--	----	---

MEP

MEP deletions within Architectural notes of RR revisions						
Remove lighting future provisions					\$	6,000

LANDSCAPE

Remove all berms and irrigate only 20' from walkway						
Reduce number of trees						
Reduce splash pad area						
Replace pollinator gardens with hydromulch at parking lot						
Remove isolation valve from each irrigator valve						
Reduce number of tree bubbles by 50%						
Change valve box patio stone to landscape fabric						
Remove backflow prevention system					\$	60,000
					\$	60,000

TOTALS SUMMARY

CIVIL	\$	74,280
ARCHITECTURAL	\$	242,605
STRUCTURAL	\$	-
MEP	\$	6,000
LANDSCAPE	\$	60,000
	\$	382,885

ESTIMATE OF REVISED BIDS

NM Contracting Base Bid	\$ 2,073,500	\$ 382,885	\$ 1,690,615
D. Wilsons Base Bid	\$ 2,086,000	\$ 382,885	\$ 1,703,115

ENGINEER'S ESTIMATE-QUANTITY FORM
Wesalco North Side Park

ENTITY: City Of Weslaco

_____ FINAL DESIGN

WATER SUPPLIER: ____N.A.W.S.C.

WATER IMPROVEMENTS: (Previous drawing)		Quantity	Unit	Unit Price	Item Total
1.	6" PVC C900 DR18	1,641	LF	\$ 16.00	\$ 26,256.00
2.	6" Gate valve w/box	3	EA	\$ 1,000.00	\$ 3,000.00
3.	6" Tapping tee & 6" valve	2	EA	\$ 2,500.00	\$ 5,000.00
4.	Back Flow Preventor with detector check	2	EA	\$ 20,000.00	\$ 40,000.00
5.	6" 90 degree elbow	4	EA	\$ 400.00	\$ 1,600.00
6.	2" Tap	3	EA	\$ 350.00	\$ 1,050.00
7.	2" Gate valve w/box	1	EA	\$ 300.00	\$ 300.00
8.	1" Tap	1	EA	\$ 150.00	\$ 150.00
9.	1" Gate Valve w/box	1	EA	\$ 200.00	\$ 200.00
10.	1/2" Tap	1	EA	\$ 100.00	\$ 100.00
11.	Meter meter (NAWSC)	2	EA	\$ 8,875.00	\$ 17,750.00
Total Water Improvements:					\$ 95,406.00

SANITARY SEWER IMPROVEMENTS:

1.	Septic Tank	2	EA	\$ 1,600.00	\$ 3,200.00
2.	6" PVC SDR26 (0'-6' cut)	584	LF	\$ 16.00	\$ 9,344.00
3.	Cleanout	7	EA	\$ 250.00	\$ 1,750.00
Total Sanitary Sewer Improvements:					\$ 14,294.00

DRAINAGE IMPROVEMENTS:

1.	36" Storm sewer	423	LF	\$ 48.00	\$ 20,304.00
2.	30" Storm sewer	220	LF	\$ 45.00	\$ 9,900.00
3.	24" Storm sewer	942	LF	\$ 35.00	\$ 32,970.00
4.	18" Storm sewer	1,812	LF	\$ 25.00	\$ 45,300.00
6.	12" Storm sewer	198	LF	\$ 20.00	\$ 3,960.00
7.	10" Storm sewer	287	LF	\$ 18.00	\$ 5,166.00
9.	Manhole	3	EA	\$ 4,000.00	\$ 12,000.00
10.	Down drain	2	EA	\$ 3,000.00	\$ 6,000.00
11.	Beehive Inlet	6	EA	\$ 1,500.00	\$ 9,000.00
12.	Type "C" grated inlet	3	EA	\$ 1,250.00	\$ 3,750.00
13.	Type "CC" grated inlet	6	EA	\$ 2,675.00	\$ 16,050.00
14.	Detention pond	10,500	CY	\$ 2.40	\$ 25,200.00
Total Drainage Improvements:					\$ 189,600.00
Total					\$ 299,300.00

ENGINEER'S ESTIMATE-QUANTITY FORM
Wesalco North Side Park

ENTITY: City Of Weslaco _____ FINAL DESIGN
 WATER SUPPLIER: ___N.A.W.S.C.____

WATER IMPROVEMENTS: (Previous drawing)		Quantity	Unit	Unit Price		Item Total
1.	6" PVC C900 DR18	1,088	LF	\$	16.00	\$ 17,408.00
2.	6" Gate valve w/box	2	EA	\$	1,000.00	\$ 2,000.00
3.	6" Tapping tee & 6" valve	1	EA	\$	2,500.00	\$ 2,500.00
4.	Back Flow Preventor	1	EA	\$	8,000.00	\$ 8,000.00
5.	6" 90 degree elbow	2	EA	\$	400.00	\$ 800.00
6.	2" Tap	3	EA	\$	350.00	\$ 1,050.00
7.	2" Gate valve w/box	1	EA	\$	300.00	\$ 300.00
8.	1" Tap	1	EA	\$	150.00	\$ 150.00
9.	1" Gate Valve w/box	1	EA	\$	200.00	\$ 200.00
10.	1/2" Tap	1	EA	\$	100.00	\$ 100.00
11.	Meter meter (NAWSC)	1	EA	\$	8,875.00	\$ 8,875.00
Total Water Improvements:						\$ 41,383.00

SANITARY SEWER IMPROVEMENTS:

1.	Septic Tank	2	EA	\$	1,600.00	\$ 3,200.00
2.	6" PVC SDR26 (0'-6' cut)	584	LF	\$	17.00	\$ 9,928.00
3.	Cleanout	7	EA	\$	250.00	\$ 1,750.00
Total Sanitary Sewer Improvements:						\$ 14,878.00

DRAINAGE IMPROVEMENTS:

1.	24" Storm sewer	1,592	LF	\$	35.00	\$ 55,720.00
2.	18" Storm sewer	1,395	LF	\$	25.00	\$ 34,875.00
3.	12" Storm sewer	491	LF	\$	20.00	\$ 9,820.00
4.	10" Storm sewer	287	LF	\$	18.00	\$ 5,166.00
5.	Manhole	3	EA	\$	4,000.00	\$ 12,000.00
6.	Down drain	2	EA	\$	3,000.00	\$ 6,000.00
7.	Beehive Inlet	5	EA	\$	1,500.00	\$ 7,500.00
8.	Type "C" grated inlet	4	EA	\$	1,250.00	\$ 5,000.00
9.	Type "CC" grated inlet	6	EA	\$	2,500.00	\$ 15,000.00
10.	Detention pond	7,603	CY	\$	2.40	\$ 18,247.20
Total Drainage Improvements:						\$ 169,328.20
Total						\$ 225,589.20



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3476	
From:			
Subject: Discussion and consideration to appoint a Health Authority for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Appoint Dr. Andrew Levine at an annual salary of \$10,000.			
Staff Recommendation:			
Attachments, if any: Memo re Selection and Appointment of Health Authority			
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

MEMO

TO: Mayor and City Commissioners
FROM: Mike R. Perez, City Manager *MLP*
SUBJECT: Selection and Appointment of Health Authority
DATE: July 17, 2020

We are requesting that you consider selection and appointing Doctor Andrew Levine as the City of Weslaco Health Authority. He is currently the City of Weslaco Fire Department Medical Director.

Attached you will see a legal update from the O'Hanlon Demerath & Castillo relating on how public schools can be closed and still receive state funding. The County Health Director has issued an Order relating to Public and Private School Systems to on-campus instruction re-opening.

To insure that we follow what the State of Texas is requesting, we feel it would be best for the City of Weslaco to have a Health Authority declaring the same for the Weslaco Independent School District and other schools within our city limits.

In addition, we are adopting policies on how to handle employees who have COVID-19 and family members that live in the same resident. His input and advice would be extremely credible.

His compensation for this responsibility would be \$10,000 annually. Staff recommends approval.

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Benjamin Castillo  3 days ago 1 min read



Legal Update Regarding Start of 2020-21 School Year

As many of you know, several cities have issued orders delaying the start of in-person instruction. Such orders place school districts in a confusing situation with respect to the most recent guidance issued by the Texas Education Agency (TEA).

Our lawyers have been in discussions with State and Local officials and other school lawyers in the State. We have just been informed that a senior counsel at TEA has stated that school districts will be funded if they follow any orders from a local health authority delaying the beginning of in-person instruction pursuant to any local health orders as long as remote instruction is provided. Below is the direct quote from the senior counsel at TEA.

"School districts should treat local health authorities' orders prohibiting in-person instruction as valid until the districts are directed otherwise by the state.

Furthermore, as long as the affected districts provide appropriate remote instruction to their students during the above-referenced prohibition, the districts will receive applicable funding."

As always our lawyers are available to answer any specific questions you may have.



O'HANLON
DEMERTH
& CASTILLO

Innovative and Aggressive Representation



Hidalgo County Commissioners Court

Richard F. Cortez
County Judge

David L. Fuentes
Commissioner, Precinct 1

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Ellie Torres
Commissioner, Precinct 4

**OFFICE OF
COUNTY JUDGE
RICHARD F. CORTEZ**

Public Affairs Division

100 E. Cano St., 1st Floor
(956) 292-7026 P
(956) 292-7766 F
www.co.hidalgo.tx.us W
Public.Info@co.hidalgo.tx.us E

NEWS RELEASE

FOR IMMEDIATE RELEASE

Tuesday, July 14, 2020

Hidalgo County Local Health Authority issues order for remote learning at all schools until after September 27, 2020

EDINBURG – Due to the ongoing COVID-19 pandemic, Dr. Ivan Melendez, in his capacity as the Hidalgo County Local Health Authority, issued an order that all public and private schools, from grades pre-kindergarten through grade 12, will not re-open for in-campus instruction until after September 27, 2020. The order was signed and issued on Tuesday, July 14, 2020.

As per the order, instruction may be provided through virtual, remote, or distance learning only. Administrators, teachers, and staff may conduct or facilitate the remote learning process, or other operations, while on-campus provided they follow all CDC guidelines including social distancing and wearing facial coverings at all times.

"I commend Dr. Melendez for putting the safety of our students, teachers and district staff first," said Hidalgo County Judge Richard F. Cortez. "As our numbers continue to rise, it is vital that we protect our children and our teachers. Until we can get a better handle on this virus we must continue to keep our distance from one another."

Schools will not be allowed to host any school-sponsored events and activities, such as clubs, sports, fairs, exhibitions, and academic or athletic competitions, until after on-campus instruction resumes. At least two weeks before resuming on-campus instruction, each school district must develop and submit a plan to parents and the public for their re-opening.

###

Attachment: Signed order.

Hidalgo County is home to one of the fastest growing regions in the nation. We provide health and justice to the over 800,000 residents of our county. We strive to be accessible and responsive to our citizens by providing excellent public service through the values of leadership, transparency, fairness, collaboration, respect and fiscal responsibility. Follow our social media feed at www.co.hidalgo.tx.us/followus



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

HIDALGO COUNTY LOCAL HEALTH AUTHORITY ORDER **FOR ALL PUBLIC AND PRIVATE SCHOOL SYSTEMS RELATED TO ON-CAMPUS** **INSTRUCTION RE-OPENING**

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, pursuant to Chapter 121 of the Texas Health and Safety Code, the County has appointed Dr. Ivan Melendez as the Hidalgo County Local Health Authority and pursuant to his appointment, has the authority to administer state and local laws relating to public health within the jurisdiction of the County of Hidalgo, Texas; and

WHEREAS, pursuant to the authority of Section 81.082(a) of the of the Texas Health and Safety Code, and Title 25, Section 97.6(h) of the Texas Administrative Code, unless specifically preempted by the Texas Department of State Health Services (DSHS), the Local Health Authority has supervisory authority and control over the administration of communicable disease control measures within its jurisdiction, to include public or private schools systems, when in his opinion control measures are necessary to protect the public health; and

WHEREAS, the ongoing evaluation of circumstances regarding the Public Health Emergency related to COVID-19, now demonstrates a substantial and uncontrolled spread of the disease in the community, with a surge in the number of active positive cases, hospitalizations, and deaths;

NOW, THEREFORE, effective immediately and continuing until modified, rescinded, or superseded, The Hidalgo County Health Authority hereby imposes the following control measures on all public and private schools offering instruction to students in any and all grades pre-kindergarten through grade twelve (12) as follows:

- (1) All Public and Private School Systems in the County of Hidalgo, Texas offering instructions to students in any and all grades, pre-kindergarten through grade twelve (12) shall **NOT** re-open for on-campus instruction at schools until after **September 27, 2020**. Instruction may be provided through virtual, remote, or distance learning only.
- (2) Administrators, teachers, and operations staff may conduct or facilitate the remote learning process, or other operations, while on-campus provided applicable CDC guidelines including social distancing and facial coverings are followed at all times.
- (3) All school-sponsored events and activities, including but not limited to clubs, sports, fairs, exhibitions, and academic or athletic competitions, shall not take place until school systems resume on-campus instruction.
- (4) By or before the two weeks prior to school system opening for on-campus instruction, each school system shall develop a plan for re-opening on-campus instruction and activities and make such plan available for parents and the general public.

This Order shall remain in full force and effect, unless it is modified, extended, rescinded, or superseded, or amended by applicable law; the ongoing evaluation of circumstances regarding the Public Health Emergency related to COVID-19 in the County of Hidalgo, Texas; or preempted by the Texas Department of State Health Services.

If any subsection, sentence, clause, phrase, or word of this Order, or any application of it to any school system, or circumstance related to this Order is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

This Order is issued under my authority as the Local Health Authority for the County of Hidalgo, Texas on this the 14th day of July, 2020.


Ivan Melendez, M.D.
Local Health Authority – County of Hidalgo, Texas



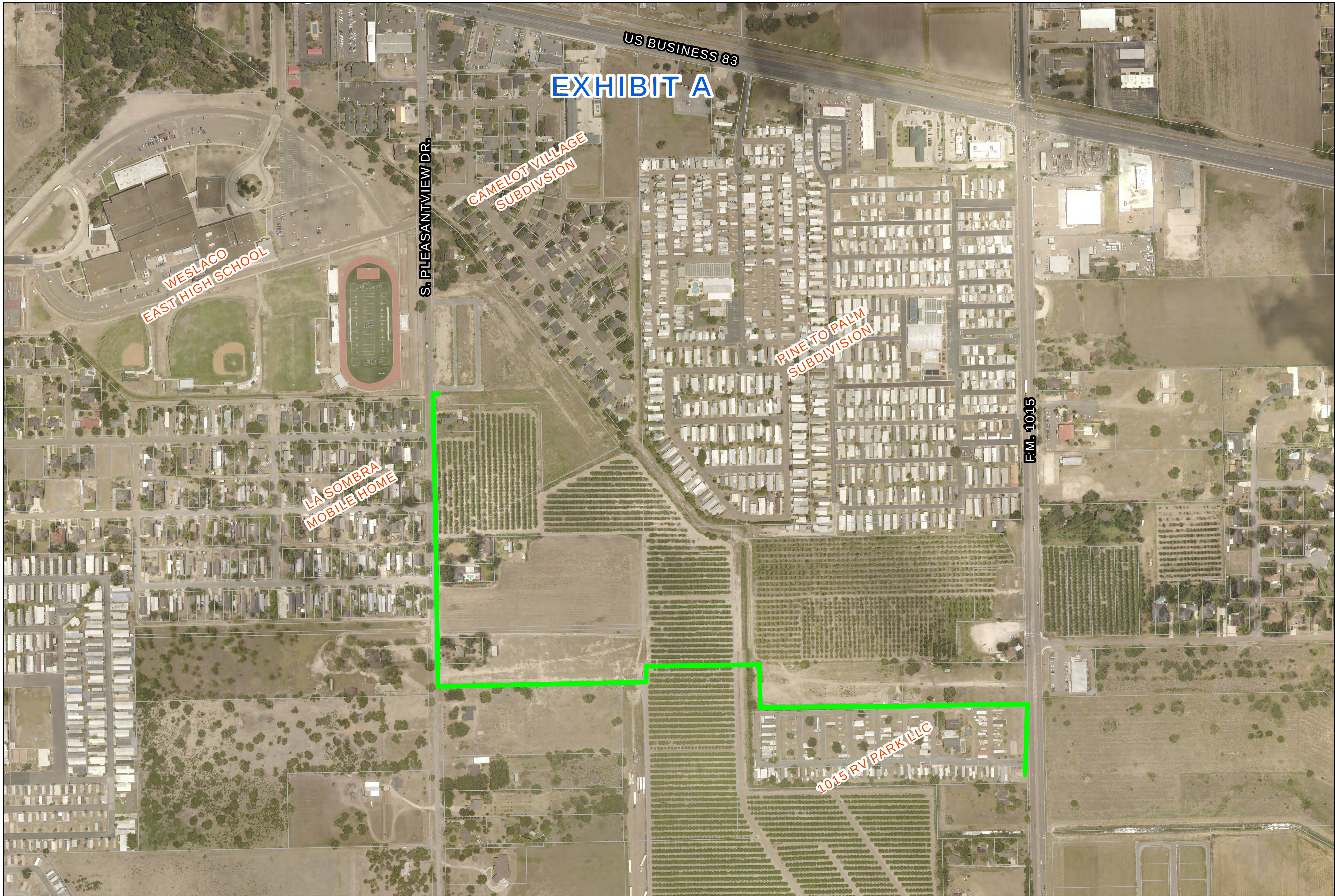
Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3343
From:		
Subject: Discussion and consideration on amendments to the Disaster Declaration Order (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):		
Aida Vega Mike Perez		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



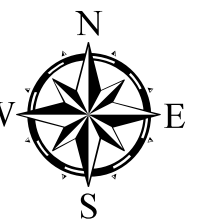
Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3472
From:		
Subject: Discussion and consideration on utility reimbursement agreement for Total Commitment for the sewer line improvements on Pleasantview Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: A high water table in the construction area created significant challenges for the contractor to install sewer line. The City and contractor agreed that a utility reimbursement agreement for up to \$100,000.00 would compensate the contractor for the additional work performed. The contractor would be paid in the future when customers connect to the new sewer line. See Attached utility reimbursement agreement.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Alberto Aldana	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Exhibit A Pleasenvew-Sewer Line, Utility Reimbursement Agreement for Total Commitment		
Responsibilities upon Approval:		



PLEASANTVIEW SANITARY SEWER LINE INSTALLED

ENGINEERING DEPARTMENT



ALL USERS OF THIS DATA SHALL BE ADVISED THAT THE MAP FEATURES ARE APPROXIMATE AND ARE INTENDED ONLY TO PROVIDE AN INDICATION OF SAID FEATURE. THIS IS NOT A SURVEY. THIS DOCUMENT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

**CITY OF WESLACO
UTILITY REIMBURSEMENT AGREEMENT**

**STATE OF TEXAS
COUNTY OF HIDALGO**

THIS CONTRACT is made and entered into by and between the CITY OF WESLACO, a municipal corporation, as authorized by Ordinance enacted by the City Commission, hereinafter called the CITY and TOTAL COMMITMENT CONSTRUCTION CO., LLC hereinafter called DEVELOPER.

WITNESSETH:

WHEREAS, DEVELOPER is the developer of the following described property: Sewer Line between Pleasantview Drive and Lift Station #27 and has extended Sanitary Sewer Utilities as shown on plans for said subdivision development prepared by City of Weslaco and dated _____ together with all necessary appurtenances herein called the IMPROVEMENTS from its present terminus to the above described property; and

WHEREAS, the actual cost of such IMPROVEMENTS and the amount to be paid therefore respectively by the CITY and the DEVELOPERS is shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, in keeping with City policy, individuals who seek the extension of such IMPROVEMENTS to or adjacent to their property must advance the cost of construction thereof, and any individual who wishes to utilize the IMPROVEMENTS must participate in the original cost by reimbursing the DEVELOPER within ten years of the date of completion of the improvements or the CITY of WESLACO after that date.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The **DEVELOPER** has installed Sanitary Sewer Utilities along with other necessary improvements at a cost of \$100,000.00 for the DEVELOPER, which IMPROVEMENTS shall become the property of the City.

When the installation of the above described IMPROVEMENTS has been completed

and are operational and the CITY has approved their installation, the CITY promises and agrees to reimburse the DEVELOPER according to the schedule shown as EXHIBIT A which refers to the area map labeled EXHIBIT B attached hereto and made a part hereof any pro rata share of the cost of the IMPROVEMENTS that shall be paid by any other property owner to the CITY, upon approval of a subdivision plat or upon application of City permits, services or the issuance of a certificate of compliance for property not subject to the approval of a subdivision plat which results in the use of the improvements installed by the DEVELOPER provided the reimbursement occurs within ten years of the date of completion of the IMPROVEMENTS. After that date reimbursements will continue on the same basis, but such reimbursed amounts will be retained by the City of WESLACO to offset booking costs and maintenance of the CITY.

CITY and **DEVELOPER** agree that this Reimbursement Contract is full assignable. Such assignment shall become effective as to the City upon receipt of notice to CITY of such assignment as set forth herein.

Any notice to be given herein shall be in writing and shall be given by depositing same with the United States Postal Service, postage prepaid, via first class mail and certified, with return receipt requested. Notice required to be given herein shall be addressed as follows:

TO CITY:

City of WESLACO
255 South Kansas Avenue
Weslaco, Texas 78596

TO DEVELOPER:

Total Commitment Construction Co., LLC
11435 N. Bryan Rd
Mission, TX 78573
956-519-7111 Office

DEVELOPER further agrees to give written notice to City of any and all changes of mailing address of DEVELOPER. In the event of assignment of this Reimbursement Contract, Assignee shall give written notice to CITY of Assignee's mailing address, and all subsequent changes thereof. In the event that reimbursement is made to CITY for the

IMPROVEMENTS and CITY is unable to give notice of such reimbursement to DEVELOPER or DEVELOPER'S Assignee, due to the failure of DEVELOPER or Assignee to provide CITY with written notice of current mailing address as required herein above, CITY will publish a Notice of Reimbursement to DEVELOPER or Assignee, at the address as provided to CITY, on one (1) occasion, in a newspaper of general circulation within the CITY of WESLACO.

If, within thirty (30) days of publication of said Notice of Reimbursement, the party named therein fails to give notice to CITY of that party's current mailing address, all funds then held by CITY for reimbursement of the IMPROVEMENTS shall become property of CITY, without recourse by any party otherwise entitled to such funds by virtue of this Reimbursement Contract.

WITNESS OUR HANDS in duplicate originals this ____ day of _____ 2020.

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

DEVELOPER:

By: _____

Name: _____

Title: _____



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3473	
From:			
Subject: Discussion and consideration on final payment to Total Commitment for the sewer line improvements on Pleasantview Drive in the amount of \$21,074.50 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: Total Commitment has completed sewer line improvements on the Pleasantview Rd Project. Engineering has approved and accepted the work completed. Final Payment to close-out project is being requested.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Alberto Aldana		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of final payment.			
Attachments, if any: Pleasantview Sub - Inv#7 Final			
Responsibilities upon Approval:			

MISSION, TX 78573

FAX: (956) 519-7750

Description:

COMPLETED TO DATE	\$ 323,149.00
RETAINAGE 0%	\$ -
PAID TO DATE	\$ 302,074.50
TOTAL DUE	\$ 21,074.50
Balance To Finish	\$ -

\$100,000 Disbursement agreement will be created as agreed to be paid in future connections by future tenants.

CONTRACTOR:

Submitted By (Print)	Title
----------------------	-------

7/10/2020

mhinojosa@weslacotx.gov

ACCEPTANCE:

Title

Date _____



Standardized Agenda Request Form

Date of Meeting: July 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3474	
From: Robert Lopez			
Subject: Discussion and consideration on Business Associate Agreement between the City of Weslaco and Weslaco Independent School District relating to sharing of Hidalgo County Health Department information and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Joel Rivera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: WISD Opinion-Coronavirus, WISD-Business Associate Addendum			
Responsibilities upon Approval:			



LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. Hwy 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

July 15, 2020

Joel Rivera
Chief of Police
City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

Re: Disclosure of Identity to WISD-HIPAA

Dear Mr. Rivera:

This memorandum and opinion is being prepared pursuant to the Chief of Police's request for legal guidance on whether the identity of an individual, student, staff member or employee of the Weslaco Independent School District who has tested positive for COVID-19 may be disclosed by the Police Department to the School District. In preparing this opinion I have reviewed the Texas Medical Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA) and other applicable state and federal statutes and case law.

The guidelines for disclosure of protected health information (PHI) are set forth in Chapter 181 of the Texas Health and Safety Code, otherwise known as the Texas Medical Privacy Act (TMPA) and 45 CFR 160, the Health Insurance Portability and Accountability Act (HIPAA). The TMPA is an example of a state law that provides more protection for patient privacy than is provided under HIPAA. The TMPA adopts the basic tenets of the HIPAA privacy standards and provides additional protection for Texans in some areas where HIPAA has left gaps.

The HIPAA Privacy Rule states that an entity "must obtain the individual's consent, ... prior to using or disclosing protected health information." However, there are exceptions. Covered entities may disclose PHI, without the individual's authorization, to a public health authority acting as authorized by law in response to a bioterrorism threat or public health emergency. (See 45 CFR 164.512(f)). Obviously, the COVID-19 pandemic and the resulting emergency declaration by the Governor and the Mayor qualify our present situation as a public health emergency. The Privacy Rule also permits a covered entity to disclose protected health

information to public officials who are reasonably able to prevent or lessen a serious and imminent threat to public health or safety and to avert a serious threat to health or safety (see 45 CFR 164.512(j)). Disclosing the identity of students, staff and employees infected with COVID-19 to the WISD, in my opinion, is a valid and necessary action to prevent the transmission of COVID-19 to anyone present on those campuses and avert a serious threat to health or safety.

It is clear the City of Weslaco and the Weslaco Police Department may disclose PHI to the WISD the next issue becomes what type of information may be released. The Privacy Rule generally requires covered entities to take reasonable steps to limit the use or disclosure of, and requests for PHI to the minimum necessary to accomplish the intended purpose. (see 45 CFR 164.514(d)). The Privacy Rule permits the City to rely on the judgment of the party requesting the disclosure as to the type of information necessary but such reliance must be reasonable under the circumstances of the request. In this situation, the identity of the individual must obviously be disclosed, otherwise how can WISD know who is infected and how they can prevent further transmission.

Based on current state and federal statutes and case law it is my opinion that the identity of an individual who has tested positive for COVID-19 may be disclosed to the WISD in order to address the present public health emergency and to prevent further transmission of COVID-19 in a school setting.

Hopefully, this answers any questions you may have but if you need additional information feel free to contact me at your convenience at the number listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez

CITY OF WESLACO BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement as referenced below is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between the City of Weslaco ("Covered Entity") and the Weslaco Independent School District ("Business Associate") (as defined below and collectively the "Parties") to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 subparts A and E ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the modifications to HIPAA provided by Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013) and the Family Educational Rights and Privacy Act (FERPA).

WHEREAS, Covered Entity and Business Associate are entering into an Agreement (the "**Agreement**") by which the Covered Entity has engaged Business Associate to perform services;

WHEREAS, Covered Entity possesses and is permitted to manage Protected Health Information (PHI) that is protected under HIPAA, House Bill 300 (HB 300)¹ and the HIPAA Regulations, FERPA, HITECH Act and state law, including the Texas Medical Records Privacy Act (MRPA)², and Parties desire to comply with the privacy and security protections contained therein;

WHEREAS, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in order to perform certain of the services under the Agreement;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information;

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, parties desire and agree to enter into this Agreement.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

A. Definitions. For purposes of this BAA:

1. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the person or entity indicated above.
2. "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the City of Weslaco
3. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
4. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules and amendments codified and promulgated at 45 CFR Parts 160, 162, and 164 and the HITECH Act.
5. "**Protected Health Information**" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. "**Required By Law**" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
7. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
8. **Breach** shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
9. **Breach of System Security** means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
10. "**FERPA**" shall mean the Family Educational Rights and Privacy Act as set forth in 20 U.S.C. §1232; 34 C.F.R. Part 99.
11. All other capitalized terms used in this Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Rules and the HITECH Act, as amended.

B. Obligations and Activities of Business Associate

¹ House Bill 300 passed by Texas Legislature on September 1, 2012, to enhance safeguards for Protected Health Information (PHI).

² Texas Medical Records Privacy Act, codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.
2. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of PHI other than as provided for by this BAA. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
3. Business Associate shall have procedures in place to mitigate and agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
4. Business Associate agrees to report immediately, but no later than three (3) days, to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Breach notification will be written in plain language and will include, to the extent possible or available, the following:
 - a. The identification of the individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach;
 - b. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
 - c. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - d. Any steps Individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
 - e. A brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
 - f. Contact procedures for individuals to ask questions or learn additional information, including a toll free telephone number, an email address, Web site, or postal address.
5. Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation, any notices to be given, reasonable legal fees, credit monitoring (where applicable), and other efforts to mitigate the harm to Individuals or other actions taken to comply with HIPAA, the HITECH Act, FERPA or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.
6. Business Associate agrees to ensure that any agents or subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
7. Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524.
8. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner.
9. Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner, for the purpose of permitting the Secretary to determine Covered Entity's compliance with the HIPAA Rules.

10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
11. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time, information collected in accordance with Section B.(10) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
12. Business Associate agrees, to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
13. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, FERPA and the MRPA.
14. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Addendum or applicable law.

C. Permitted Uses and Disclosures of PHI by Business Associate

1. Parties agree to comply with HIPAA, HIPAA Rules, HB 300, FERPA, the HITECH Act, and the MRPA.
2. Performance of Services. Except as otherwise permitted by this Agreement, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).
3. Business Associate may only use or disclose PHI as permitted by the HIPAA Rules and FERPA. Business Associate may use or disclose PHI to perform, manage and administer the activities or services required under the Agreement or other such arrangement between Covered Entity and Business Associate, including the de-identification of PHI, provided that such use or disclosure would not violate the HIPAA Rules or FERPA if done by Covered Entity.
4. Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
4. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
5. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
6. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
7. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).
8. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164, FERPA or MRPA, if done by the Covered Entity itself, except for the specific uses and disclosures set forth above.

D. Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any limitations in its notice(s) of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitations may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use and disclosure of PHI.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Restriction on Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or FERPA if done by Covered Entity, except Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

F. Term and Termination

1. Term. The Term of this BAA and the obligations herein shall be deemed effective on the Effective Date and shall continue unless or until this Agreement terminates, or the Business Associate has completed performance of the services in Agreement, whichever is earlier.
2. Termination for Cause. Upon Covered Entity's proof of a material breach of applicable state, local or federal laws and regulations by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the material breach or end the violation and terminate this BAA and Covered Entity's participation in the Agreement if Business Associate does not cure the material breach or end the violation within the reasonable time specified by Covered Entity; or
 - b. Immediately terminate this BAA and Covered Entity's participation if Business Associate has breached a material term of this BAA and a cure is not possible.
 - c. If the parties are unable to agree that a material breach has in fact occurred, Covered Entity will be given an opportunity to avail themselves to any remedies available at law or in equity. Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any alleged breach, without any bond or other security being required and without the necessity of demonstrating actual damages.
3. Effect of Termination.
 - a. Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible, including the need to retain PHI for audit, justification of work product or compliance with pharmacy or other applicable law. Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.
 - c. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Addendum or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
 - e. **Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Rules, FERPA and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.**

G. Miscellaneous

1. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect, or as amended, and for which compliance is required.
2. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of and changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. This BAA may be amended only in writing when signed by a duly authorized representative of each Party.
3. Survival. The respective rights and obligations of Business Associate under Section F. (3) of this BAA shall survive the termination of this BAA.
4. Interpretation. Any ambiguity in this BAA or in the Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Rules.
5. Conflicts. To the extent that this BAA may conflict with the Agreement, this BAA shall govern.
6. Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.
7. Notice: Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth in the Agreement with copy to:

City of Weslaco
Attn: Chief of Police
255 S. Kansas
Weslaco, Texas 78596

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

8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
9. Written Authorization. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.
10. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.
11. Privilege. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the effective date first written above.

BUSINESS ASSOCIATE:
Weslaco Independent School District

COVERED ENTITY:
City of Weslaco

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____

Date: _____

Date: _____