



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 1, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting on Tuesday, September 1, 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: 936 9607 7124.

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 September 1, 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. PUBLIC HEARING

- A. Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d). Attachment
- B. Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2020-2021 for the period of October 1, 2020 to September 30, 2021, pursuant to Local Government code 102.006. Attachment

IV. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on August 18 and Special Meeting on August 20, 2020. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approve Ordinance 2020-24 authorizing and allowing under the act governing the TMRS system "Updated Service Credit" and establishing an effective date for such actions and authorize the Mayor to execute any related documents. (First reading held August 18, 2020; staffed by Finance Department.) Attachment
 - 2) Approve Ordinance 2020-25 for a budget amendment to purchase a 2020 Ford Explorer Police Unit for an amount not to exceed \$42,770.52 to replace a 2018 Ford Explorer Police Unit deemed a total loss by insurance carrier and authorize the Mayor to execute any related documents. (First reading held August 18, 2020; staffed by Police Department.) Attachment
- C. Approval on annual renewal of Inter-local Agreement with Hidalgo County to provide and receive pickup and disposal service of commercial waste for the Sheriff's East Substation, also known as the Benito Bravo Substation, and authorize the Mayor to execute any related documents. (Staffed by Public Works Department) Attachment
- D. Approval on renewal of agreement with the Drug Enforcement Administration of State and Local HIDTA Task Force cooperation for Fiscal Year 2020 -2021 and authorize Police Chief Joel Rivera to execute any related documents. (Staffed by Police Department.) Attachment
- E. Approval on renewal of Interlocal Agreement(s) with the following entities for Animal Care Services:
 - 1. City of Alamo
 - 2. City of Edcouch

3. City of La Villa
4. City of Elsa
5. City of Pharr
6. City of Donna
7. City of Mercedes
8. City of San Juan
9. City of Penitas
10. Willacy County

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

V. OLD BUSINESS

- A. Discussion and consideration to award to the best qualified, most advantageous respondent for bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6 and authorize the Mayor to execute any related documents. (This item was tabled August 18, 2020; staffed by Engineering Department.) Attachment
- B. Discussion and consideration on request for reimbursement from Gilbert Garza for repairs to sanitary sewer line and authorize the Mayor to execute any related documents. Possible action. (This item was tabled August 18, 2020; staffed by City Manager.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2020-27, adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021 commencing October 1, 2020 and ending on September 30, 2021 and authorize the Mayor to execute any related documents. **ROLL CALL VOTE REQUIRED.** First reading on Ordinance 2020-27. Possible action. (Staffed by Finance Department.) Attachment
- B. Discussion and consideration to approve Ordinance 2020-28, adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. First Reading of Ordinance 2020-28. **ROLL CALL VOTER REQUIRED.** Possible action. (Staffed by Finance Department.) Attachment
- C. Discussion and Consideration for approval of a plan of Finance and authorize preparation of Refunding Bonds Series 2013 and 2014 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- D. Discussion and consideration on amendments and extension of September 7, 2020 to October 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.)
- E. Discussion and consideration on CARES Act Inter-local Agreement with Hidalgo County to allow placing of devices on City premises that will facilitate the City of Weslaco to participate in the Public Internet Access Wi-Fi Project and authorize the Mayor to execute any related

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

- F. Discussion and consideration to authorize staff to mail out certificated notices to private subdivisions within Weslaco City Limits regarding the maintenance of the drainage system within the development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement.) Attachment
- G. Discussion and consideration on the purchase of twenty-two network switches to replace end-of-life network equipment for an amount of \$119,839.18 approved for FY 2019-2020 Capital Outlay expenditures through IK Network Solutions with TEXAS DIR contract # DIR-TSO-2668 and authorize the Mayor to execute any related documents. Possible action. (Staffed by I.T. Department.) Attachment
- H. Discussion and consideration to approve Interlocal Agreement with City of Edinburg for disposal of brush and bulky items at the City of Edinburg Landfill and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- I. Discussion and consideration to approve Ordinance 2020-29 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective November 1, 2020 and authorize Mayor to execute any related documents. First reading on Ordinance 2020-29. Possible action. (Staffed by Public Works.) Attachment
- J. Discussion and consideration to increase purchase order #20-0829 for Resident Project Representative Services for SWG on the Pleasantview & 11th St Drainage Improvements from \$392,500.00 to \$434,500.00 and authorize the Mayor to executive any related documents. Possible action. (Staffed by Engineering Department.) Attachment

VII. REPORTS

- A. Report by Public Works.
- B. Report by Parks & Recreation.
- C. Report by Fire Department.
- D. Report by Police Department.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member

of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:

- (1) commits an offense; and
- (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection
- (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney regarding Saltillo v. City of Weslaco as authorized by section §551.071 of the Texas Government Code.
- D. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- E. Real Property - Discussion and consultation with City Attorney regarding Police and Fire Public Safety project development for property located at the corner of Witmer Street and S. Bridge Avenue as authorized by section §551.072 of the Texas Government Code.
- F. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of property from the Lions Club located at 307 W. 3rd Street legally described as E28'-W108'-Lots 11, 12 and E32' out of Lots 11-12, Block 23, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.
- G. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Z & L as authorized by section §551.087 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of August 2020 at 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, 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:
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Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3376	
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):			
Norma Cantu		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. Mayor Pro Tem Lopez 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: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3501	
From:			
Subject: Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d).			
Background: The City Commission was presented the No-New-Revenue (Effective) and Voter-Approval (Rollback) rates on the meeting held August 18, 2020. A proposed tax rate of .69.67 was presented and approved unanimously. Senate Bill 2 now requires one public hearing Note that on said hearing the Voter Approval rate was presented at .7037. County of Hidalgo Tax office has advised that the updated rate is .7036.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: The notice of public hearing was published on the Advance News Journal on August 26, 2020 as well as posted on the City's Web site.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu Vidal Roman Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends to hold hearing and receive comments on the proposal			
Attachments, if any: 2020 Tax Rate Public Hearing Memo, City of Weslaco Legal Notice of Public Hearing on Tax Increase			
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

Date: September 1, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Public Hearing on Tax Rate

The City is required to hold one public hearing on the proposed tax rate as per Tax Code Section 26.05(d) as enacted with Senate Bill 2.

Please note that County of Hidalgo tax office advised us that the Voter-Approval Rate was modified from .7037 to .7036. This has no impact on the rate approval since we will be proposing to adopt a rate lower than the limit that would require voting on the tax rate.

The proposed tax rate of .6967 per \$100 valuation has been published in the Advance News Journal on Wednesday, August 26, 2020 and posted on the City's Website.

Staff recommend acceptance of this documents.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of 0.6967 per \$100 valuation has been proposed by the governing body of City of Weslaco.

PROPOSED TAX RATE	\$0.6967 per \$100
NO-NEW REVENUE TAX RATE	\$0.6838 per \$100
VOTER-APPROVAL TAX RATE	\$0.7036 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Weslaco from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval tax rate is the highest tax rate that City of Weslaco may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Weslaco is proposing to increase property taxes for the 2020 tax year.

A public hearing on the proposed tax rate will be held on September 01, 2020 at 5:30 PM at 255 South Kansas Weslaco TX 78596 (Via Videoconference).

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Weslaco is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of City of Weslaco at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

The members of the governing body voted on the proposed tax increase as follows:

FOR:

David Suarez Mayor

Leo Munoz Comm. District 1

Jose "JP" Rodriguez Comm. District 3

Josh Pedraza Comm. District 5

Leticia Lopez Mayor Pro-tem District 5

Greg Kerr Comm. District 2

Adrian Farias Comm. District 4

AGAINST:

PRESENT and not voting:

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Weslaco last year to the taxes proposed to be imposed on the average residence homestead by City of Weslaco this year:

	2019	2020	Change
Total Tax Rate (per \$100 of value)	\$0.6967	\$0.6967	decrease of \$0.0000 OR 0.00%
Average homestead taxable value	\$98,848	\$107,123	increase of 8.37%
Tax on average homestead	\$689	\$746	increase of \$58 OR 8.37%
Total tax levy on all properties	\$12,153,256	\$12,860,035	increase of \$706,779

For assistance with tax calculations, please contact the tax assessor for City of Weslaco at (956) 318-2157 or propertytax@hidalgocountytax.org, or visit <http://www.hidalgocountytax.org> for more information.



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3502	
From:			
Subject: Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2020-2021 for the period of October 1, 2020 to September 30, 2021, pursuant to Local Government code 102.006.			
Background: In compliance with Local Government Code, the city has to hold a public hearing as per section 102.006.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Publication of the Notice of Public Hearing was done in the Advance News Journal on August 26, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends holding public hearing to solicit input from the public.			
Attachments, if any: 2020 FY 20-21 Proposed Budget Public Hearing Memo, Budget Public Hearing Notice			
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

Date: September 1, 2020

To: Mayor and City Commission
CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Public Hearing on Proposed FY 20-21 Budget

The City is required to hold one public hearing on the proposed budget as per Local Government Code Section 102.0065(a) denoting also that any person may attend and participate.

Furthermore, Sec.102.0065 '(c) specifies that a public notice of date, time and location of the hearing must be provided. The City has complied with this by posting a notice at City Hall and publishing it in the Advance News Journal on Wednesday, August 26, 2020 as well on the city's website.

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

NOTICE OF PUBLIC HEARING "TELEPHONIC"

The City of Weslaco will hold a telephonic Public Hearing on Tuesday, September 1st, 2020 at 5:30 p.m. for the purpose of receiving public comments on the Fiscal Year 2020-2021 Proposed Budget.

Telephonic conferencing capabilities will be utilized to mitigate the spread of COVID-19 and will allow members of the public to participate remotely via toll free dial in number:
1-877-853-5247; meeting ID: 936 9607 7124

This budget will raise more revenue from property taxes than last year's budget by an amount of \$706,779 which is a 5.8% increase from last year's budget, and of that amount \$516,591 is tax revenue to be raised from new property added to the tax roll this year. The proposed budget is available for inspection at the office of the City Secretary. Interested citizens are invited to participate and may make oral or written comments.

Members of the public who wish to participate in this meeting must contact nacantu@weslacotx.gov by 12:00 pm on September 1, 2020 for a pass code to the meeting. Persons unable to participate in this meeting may submit their views and proposals via email to Mr. Mike R. Perez, City Manager, at mrperez@weslacotx.gov Persons with disabilities who require auxiliary aids or service for this meeting should contact City Hall (956)968-3181 at least two days before the meeting so that appropriate arrangements can be made.



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3381	
From:			
Subject: Approval of the Minutes of the Regular Meeting on August 18 and Special Meeting on August 20, 2020. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the Regular Meeting of August 18 and Special Meeting of August 20, 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):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 20-08-18 minutes, 20-08-20 minutes 2			
Responsibilities upon Approval:			



**MINUTES OF A REGULAR MEETING OF
THE WESLACO CITY COMMISSION
AUGUST 18, 2020**

On Tuesday, August 18, 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
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
	Commissioner	J.P. Rodriguez
	Mayor Pro Tem	Letty Lopez

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, Eddie Gil, Information Technology; Rebekah De La Fuente, Planning Director; Pete Garcia, Public Works Director, Joel Rivera, Police Chief, Albert Aldana, City Engineer, Pete Garcia, Public Works Director, Olga Garza, Asst. Public Works 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 Friday, August 14, 2020.

B. Invocation.

Commissioner Muñoz 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 perfect attendance and a quorum present.

II. PUBLIC COMMENTS

Joel Rivera, Police Chief, commended his staff and thanked the Fire Department, Texas Rangers, McAllen Police Department, Sheriffs Dept. and Constables during the incident of an active shooter at the Walmart located on Texas Blvd.

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.) Minutes of the Special Meeting on July 31, 2020;
2.) Minutes of the Regular Meeting on August 4, 2020 (Staffed by City Secretary Department.) s
- B. Approval on second and final reading of the following:
- 1) Approve Ordinance 2020-21 to call the General Election on November 03, 2020 for the City of Weslaco, City Commissioner Single Member District 2, and City Commissioner Single Member District 3 pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. (First reading held August 4, 2020; staffed by City Secretary Department.)
- 2) Approve Ordinance 2020-22 to rezone 3701 S. Westgate. Also being West Tract S330' & E440'-S495'-N990'FT 795 15 AC GR 14.77 AC NET, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held August 4, 2020; staffed by Planning and Code Enforcement Department.)
- 3) Approve Ordinance 2020-23 to rezone 321 S Airport, Also being 27.080 acre Tract of land of Farm Tract 21 & 22, Block 135, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held August 4, 2020; staffed by Planning and Code Enforcement Department.)
- C. Authorization to renew the America Reads and Community Service Agreements with UTRGV to allow for employment of work-study students and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

D. Authorization to receive OPSG (Stonegarden) Grant Award in an amount not to exceed \$230,000.00 with NO MATCH REQUIRED and NO REOCCURRING COST to pay overtime to officers, dispatchers and M&A working Operation Stonegarden and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner, Jr. for Hanger W13 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Scott Fuller for Hangar W13 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

F. Approval on renewal of a Facilities Usage Agreement with South Texas College for use of Harlon Block Park (Fields), 1020 W. 18th Street, Weslaco, Texas, from August 24, 2020 – August 13, 2021 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Commissioner Pedraza seconded by Mayor Pro Tem Lopez moved to approve consent agenda A, B, C, D, E & F as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record are the ordinance(s).

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY OF WESLACO, TEXAS, CALLING AND ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO ELECT SINGLE MEMBER COMMISSIONER DISTRICT 2 AND SINGLE MEMBER COMMISSIONER DISTRICT 3, PURSUANT TO TEXAS ELECTION CODE AND WESLACO CITY CHARTER, MAKING PROVISIONS FOR CONDUCTING THE ELECTION, RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the term of office for Single Member Commissioner District 2 and Single Member Commissioner District 3 of the City of Weslaco, Texas, will expire on the first Tuesday in November, 2020, that being the general election date of November 3, 2020, and on said date a general election will be held in said City; and

WHEREAS, the City Commission has additionally, by Ordinance No. 2020-13, called for a Special Election for Charter Amendments to be held on the General election date of November 3, 2020;

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

1. The City Commission of the City of Weslaco hereby calls and orders that an election be held on the General Election date, that being November 3, 2020 to elect Single Member Commissioner District 2 and Single Member Commissioner District 3, and any other propositions as may be required by the laws of the State of Texas or authorized by the City Commission of the City of Weslaco to be voted on shall be placed on the Election Ballot.
2. That said Election shall be held at the following polling places within the City of Weslaco.

Early Voting Polling Place:
Avenue,

Business Visitor and Event Center, 275 South Kansas
Conference Room A, Weslaco, Texas.

Election Day Polling Place: Business Visitor and Event Center, 275 South Kansas Avenue,
Conference Room A, Weslaco, Texas.

Election Day Polling Place: Stephen F. Austin School, USDA Building, 514 W. Fourth Street,
Weslaco, Texas.

3. All requests by candidates to have their names placed on the ballot for the above mentioned election shall be in writing and sworn to by an officer authorized to administer the oath, signed by the candidate and filed with the City Secretary. The Application for a Place on the Ballot shall be filed not earlier than 8:00 a.m., July 18, 2020 and no later than 5:00 p.m., August 17, 2020. The application includes a statement by the candidate swearing to defend the Constitution and laws of the United States and Texas, as required by Section 141.031 of the Texas Election Code.
4. The polls at the designated polling places shall on Election Day be open from 7:00 o'clock a.m. to 7:00 o'clock p.m.
5. Direct Recording Electronic Voting Machines shall be used to conduct early voting for persons voting early by personal appearance and those voting on election day. Paper ballots shall be provided for voters voting early by mail.
6. Early voting by personal appearance shall begin on Tuesday, October 13, 2020 and continue through Friday, October 30, 2020 preceding the date of said election.
7. The manner of holding said election shall be governed, as nearly as may be, by the Texas Election Code, as amended during the 86th Legislature.
8. The required Notice of Election shall be given, and such notice shall be posted on the City of Weslaco's website. Said posting shall be made at least twenty (20) days before said election. Notice of this election shall also be published at least one (1) time in a newspaper of general circulation in Hidalgo County, Texas, and said publication shall not be made earlier than the thirtieth (30th) day nor later than the tenth (10th) day before election day.
9. The City Commission of the City of Weslaco does hereby order to call a run-off election as per the City of Weslaco Charter and Texas Election Code if a candidate for Single Member Commissioner District 2 or a candidate for Single Member Commissioner District 3 fails to receive a majority of the votes cast for such offices after the results of the regular election have been declared. If such Special Run-Off Election is required, only the names of the two (2) candidates receiving the highest number of votes cast for said office at the general regular election shall be printed on the ballot and submitted to the qualified voters for election, and the candidate receiving the majority of the votes at such Special Run-Off Election for office for which he or she was a candidate shall be declared duly elected. The same polling places may be used in the Special Run-off Election as those used in the regular election.
10. If all candidates for elective offices for Single Member Commissioner District 2 and Single-Member Commissioner District 3 of the City of Weslaco are unopposed, the City of Weslaco may cancel the General Election and will continue with the Special Election for the Propositions scheduled for November 3, 2020.

11. 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.

It is further ORDERED that this Ordinance shall serve as the Order calling said election and that the contents of this Ordinance is confirmed by the City Commission of the City of Weslaco, Texas. That the Mayor and City Secretary of the City of Weslaco, Texas are hereby authorized to sign this resolution indicating the Commissions' approval of the contents thereof.

That this Ordinance shall take effect immediately from and after its date of final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission on this the 4th day of August 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission on this the 18th day of August 2020.

ORDINANCE NO. 2020-22

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3701 S. WESTGATE. ALSO BEING WEST TRACT S330' & E440'-S495'-N990'FT 795 15 AC GR 14.77 AC NET, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to R-2 Duplex and apartment district. being 3701 S. Westgate. Also being West Tract S330' & E440'-S495'-N990'FT 795 15 AC GR 14.77 AC NET, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 4th day of August 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 18th day of August 2020.

ORDINANCE NO. 2020-23

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 321 S AIRPORT, ALSO BEING 27.080 ACRE TRACT OF LAND OF FARM TRACT 21 & 22, BLOCK 135, WEST AND ADAMS TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to R-2 Duplex and apartment district. being 321 S Airport, Also being 27.080 acre Tract of land of Farm Tract 21 & 22, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 4th day of August 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _18th day of August 2020.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

IV. NEW BUSINESS

A. Discussion and consideration to accept the calculation of the No-New-Revenue (Effective) and Voter Approval (Rollback) tax rates for 2020 tax year by Hidalgo County Tax Assessor-Collector Pablo Villarreal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, stated the County completed the certified tax roll numbers and benchmarks for the 2020 tax rate calculations; overviewed Senate Bill 2 that changed terminology of effective tax rate would be referred to as NNR “No-New Revenue Tax Rate” and rollback rate would be referred VAR, Voter Approval Rate; calculation rate decreased the NNR from 8% to 3.5% plus current debt rate; one public hearing required and posting on City website; last year’s tax rate was 0.6967, voter approval tax rate was 0.7037. Staff recommended proposed tax rate of 0.6967 (same as last year).

In response to Commissioner Muñoz, M&O tax rate is 0.5034; debit rate is 0.1827.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to accept the calculation of the No-New Revenue (Effective) and Voter Approval (Rollback) tax rate for 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Resolution 2020-27 proposing an ad valorem tax rate and setting dates on which the Commission will hold public hearing, and a date to adopt the 2020-2021 ad valorem tax rate and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. Possible action. (Staffed by Finance Department.)

Vidal Roman stated the Resolution proposes the tax rate of \$0.6967 per \$100 valuation; sets the Public Hearing be held September 1, 2020 and adopt the FY 2020-2021 ad valorem tax rate. Staff recommended approval stating roll call vote required.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve Resolution 2020-27 proposing ad valorem tax rate \$0.6967, a public hearing held September 1, 2020 and adopt tax rate as presented. By roll call vote, the motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to accept and file the Quarterly Investment Report for period ending June 30, 2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman reported the Quarterly Investment Report for period ending June 30, 2020 had total deposits down a little; interest income increased with the addition of a Certificate of Deposit and stated the City is doing well recommending acceptance and filing of the investment report ending June 30, 2020.

Commissioner Muñoz, seconded by Commissioner Pedraza moved to accept and file the Quarterly Investment Report for period ending June 30, 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration on Ordinance 2020-24 authorizing and allowing under the act governing the TMRS system "Updated Service Credit" and establishing an effective date for such actions and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-24. Possible action. (Staffed by Finance Department.)

Vidal Roman stated annually the Texas Municipal Retirement System require cities to adopt updated service credits; unfunded actuarial liability increased from \$3,933.764 to \$4,120.083 and funded ratio decreased from 91.2% to 90.9, fund is financially strong and recommended approval.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-24 authorizing the TMRS System "Updated Service Credit" as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration on Ordinance 2020-25 for a budget amendment to purchase a 2020 Ford Explorer Police Unit for an amount not to exceed \$42,770.52 to replace a 2018 Ford Explorer Police Unit deemed a total loss by insurance carrier and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-25. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, recommended approval stating the insurance carrier deemed a total loss of the police unit and a check has been received less the deductible.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to approve Ordinance 2020-25 budget amendment to purchase a 2020 Ford Explorer Police Unit not to exceed \$42,770.52 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to award the Group Health Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

The City Manager stated staff and consultant were still in negotiations and recommended to table.

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

G. Discussion and consideration to award the Cafeteria 125 Plan Services and Voluntary Supplemental Insurance Products (short/long term disability, vision, dental, cancer, accident, hospital indemnity, critical illness, flexible spending account, basic life and AD&D) for the City of Weslaco employees at no cost to the City to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Farias abstained from vote and discussion.

Andrew Munoz, Interim HR Director/Airport Director, stated staff solicited proposals for Cafeteria 125 Plan and Voluntary Supplemental Insurance products; received eight respondents for Vision; five for Dental; five for Group Accident; eight for Critical Illness; five for Term Life and AD&D and two for Flexible Spending Plan. Staff and consultant reviewed and evaluated and recommended to award the following respondents: Vision-Avesis; Dental-Blue Cross/Blue Shield; Cancer-Colonial Life; Critical Illness-Unum; Hospital Indemnity-Trustmark (new product); Term Life& AD&D and Short/Long Term Disability-The Standard; Accident-Mutual of Omaha ad Flexible Spending-Ameriflex.

In response to Commissioner Kerr and Mayor Pro Tem Lopez, evaluated on product and cost to the employee; agent of records is multiple. The City Manager recommended the agents in place Jeff Everett and Carlos Tamez remain.

Commissioner Pedraza seconded by Commissioner Muñoz moved to award respondents as presented. The motion carried; Commissioner Farias abstaining; Mayor Suarez was present and voting.

H. Discussion and consideration to award the Workers' Compensation Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Andrew Munoz stated two proposals were received for the worker's Compensation Insurance on a fully funded basis; staff and consultant rated the two respondents TML and Texas Mutual and recommended Texas Mutual as the most advantageous bid representing a decrease from the current vendor (TML).

In response to Commissioner Farias, award is for one year.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to award the Worker's Compensation Insurance to Texas Mutual as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to award the Commercial Insurance Package to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Andrew Munoz stated one proposal was received; evaluated and coverage and pricing acceptable. Staff recommended to award respondent TML for one year for a total premium of \$413,332.

Commissioner Kerr, seconded by Commissioner Rodriguez, moved to award the Commercial Insurance Package to TML as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration for the Final Plat for Moonlight Subdivision - being a 4.00 acres out of Farm Tract 175, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 330' north of Mile 10 North along the Westside of F.M. 88 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated this was a two-lot subdivision outside city limits; serviced with water from North Alamo Water Supply Company and sewer on site. The developer requested a variance for onsite sewer facility. The Planning and Zoning Commission recommended approval with variance; staff recommended approval with compliance of the ordinance on the variance.

Commissioner Muñoz; seconded by Commissioner Rodriguez, moved to approve Final Plat for Moonlight Subdivision being 4.00 acres out of Farm Tract 175, West and Adams Tract Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration for the Final Plat for Professional & Medical Ph. 2 Subdivision – being 5.474 acres out of Farm Tract 17, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 420' South of U.S Expressway 83 on Professional Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a two-lot subdivision outside city limits; serviced with water and sewer by city. The Planning and Zoning Commission and staff recommended approval

Commissioner Muñoz; seconded by Mayor Pro Tem Lopez, moved to approve Final Plat for Professional & Medical Ph. 2 Subdivision, being 5.474 acres out of Farm Tract 17, West and Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration for the Final Plat for Verona Subdivision - being a 20 acres out of Farm Tract 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1800 ft. North of Mile 8 on FM 1015 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed fifty (50) lot subdivision inside city limits; serviced with water and sewer by the city. The developer is requesting variance for off-site drainage detention; provided letters of support and excavating the existing ditch to accommodate 205 cfs.

In response to Commissioner Muñoz and Pedraza, staff stated developer will be widening a drain ditch on the Westside of the property for additional 205 cfs; runoff to pump site No. 2 and widening of ditch is an additional 25 feet into their property with a total right-of-way of 120 feet.

The City Manager noted the City's position for storm runoff is similar to Hidalgo County Drainage District favoring, in private development, widening of ditches over detention ponds; developments with detention ponds will require a home owners maintenance fee on the water bill to ensure maintenance is done.

Commissioner Kerr; seconded by Commissioner Muñoz, moved to approve Final Plat for Verona Subdivision, being 20 acres out of Farm Tract 1038, West and Adams Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration for the Final Plat for Villa Event Center Subdivision - being a 3.11 acre tract of land of Farm Tract 31, West and Adams Subdivision, Hidalgo County, Texas located on the Northeast corner of Bridge and Dolores Huerta and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed one lot subdivision inside city limits; serviced with water and sewer by the city. The Planning and Zoning Commission and staff recommended approval.

Commissioner Muñoz; seconded by Mayor Pro Tem Lopez, moved to approve Final Plat for Villa Event Center Subdivision, being 3.11 acres out of Farm Tract 31, West and Adams Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to ratify Purchase Order No. 20-4309 for a collapsed manhole emergency repair located South of 111 Peña Ave. on August 10, 2020 with Southern Trenchless in the amount of \$58,112.50 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

Pete Garcia, Public Works Director, stated emergency repair for a collapsed manhole located South of 111 Pena Ave was done August 10. Staff proceeded with repairs to avoid any health issues with sewage backups and spills. Staff recommended approval ratifying funds in the amount of \$58,112.50 to buy board vendor Southern Trenchless.

In response to Commissioner Muñoz, the City Manager stated budgeted funds are \$100,00 for repairs of manholes and estimated about \$250,000 expended. He stated recent rains is a contributing factor on the amount of emergency repairs being done and would assess internal cost versus subcontracting.

Mayor Pro Tem Lopez, seconded by Commissioner Muñoz, moved to ratify Purchase Order No. 20-4309 to Southern Trenchless Solutions in an amount not to exceed \$58,112.50 as presented. The motion carried; Commissioner Farias abstaining; Mayor Suarez was present and voting.

O. Discussion and consideration to approve Interlocal Agreement with City of Donna for the acceptance and disposal of clean brush and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza, Assistant Public Works Director, stated staff has been in discussions with City of Donna that proposed a rate of \$20.00 per ton of clean brush; went over fuel cost analysis between City of Donna and Edinburg and although proposed rate per ton from Edinburg is \$15.50, staff factored in cost of fuel, travel time, equipment wear and tear and landfill fees. Staff recommended to enter into an agreement with City of Donna.

In response to Commissioner Pedraza; the City of Donna stated this was their final offer and in response to Commissioner Muñoz; Olga Garza stated budgeted funds last year was \$156,000 based on 78 tons of disposal; cost savings with Edinburg could be \$35,100 that could be absorbed with unexpected circumstances such as repairs, labor hours and/or less time on routes.

Mayor Suarez stated he spoke with City of Donna negotiating a price of \$18.00 per ton and entertained a motion to enter into an Agreement with City of Donna not to exceed \$18.00 per ton.

Commissioner Kerr seconded by Commissioner Pedraza, moved to approve an Interlocal Agreement with City of Donna for acceptance and disposal of clean brush not to exceed \$18.00 per ton as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to award to the best qualified, most advantageous respondent for bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6 and authorize the Mayor to execute any related documents. (Staffed by Engineering Department.)

The City Manager recommended to table and allow staff time to finalize acquisition of a remaining parcel of land.

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

Q. Discussion and consideration on request for reimbursement from Gilbert Garza for repairs to sanitary sewer line and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Commissioner Rodriguez seconded by Mayor Pro Tem Lopez moved to discuss.

The City Manager stated owner Gilbert Garza developed an apartment complex on South Westgate; sewer services were not available but was billed for services since 2005; City issued owner a credit going back 7 years (city policy) estimated at \$8,000 that was applied to the cost of the City installing a sewer line around his development. Mr. Garza is requesting consideration of reimbursement from the beginning of being billed that would be an additional \$7,051.

Gilbert Garza, owner, communicated to the commission sewer was not available when development occurred in 2000; additional development followed in 2001 and contractor connected the new development to the sewer line now available but did not connect the existing

development that was being billed; agreed to receive a credit that he was going to use to pay for sewer connections.

The City Attorney recommended to convene in executive session and confer with legal and proceed with the agenda.

Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to convene in executive session for consultation with legal. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration on contract extension with Republic Services for Solid Waste Collection and Disposal Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

The City Manager stated he met with Republic Services representatives to discuss terms of a contract extension; proposed a sixteen-month extension, increase to residential and commercial accounts but no Consumer Price Index (CPI) increase for the last for months.

Mayor Suarez recommended to convene in executive session for consultation with legal.

Commissioner Kerr, seconded by Commissioner Farias, moved to table and convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

V. REPORTS

A. Report by Inframark.

George Quilantan, Inframark, reported on issues with current SCADA system that included licenses, outdated software, inefficient, costly for upgrades, lack of security against cyber threats annual maintenance expensive and lack of surge protection; went over options to either upgrade existing system or purchase a new system.

VI. EXECUTIVE SESSION

At 7:00 p.m. Commissioner Muñoz, seconded by Commissioner Farias, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:17 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

NEW BUSINESS

Q. Discussion and consideration on request for reimbursement from Gilbert Garza for repairs to sanitary sewer line and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Commissioner Kerr seconded by Commissioner Rodriguez moved to authorize the City Attorney author an opinion on matter of reimbursement to Gilbert Garza as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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. Personnel - Discussion regarding goals and objectives for Human Resources Director for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

No action.

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

Commissioner Kerr seconded by Commissioner Rodriguez moved to authorize the City Attorney to serve notice of termination to sublessor Christopher De Leon as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

D. Legal Consultation: Consultation with City Attorney regarding Republic Services as authorized by section §551.071 of the Texas Government Code.

Commissioner Kerr seconded by Commissioner Muñoz moved to authorize terms of contract extension of sixteen months at the proposed rate as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

Commissioner Pedraza seconded by Commissioner Rodriguez moved to authorize the City Attorney to continue negotiations stipulating no increase nor decrease of previous offer as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

F. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of property from the Lions Club located at 307 W. 3rd Street legally described as E28'-W108'-Lots 11, 12 and E32' out of Lots 11-12, Block 23, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.

No action.

G. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at 400 South Illinois as authorized by section §551.072 of the Texas Government Code.

Commissioner Kerr seconded by Mayor Pro Tem Lopez moved to authorize staff solicit Request for Qualifications for Broker services to advertise, market and manage the possible sale of real

property located at 400 South Illinois as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Real Property - Discussion and consultation with City Attorney regarding Police and Fire Public Safety project development for property located at the corner of Witmer Street and S. Bridge Avenue as authorized by §551.072 of the Texas Government Code.

_No action.

I. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

_No action.

J. Real Property – Consultation with City Attorney on the acquisition of real property located North of Industrial Park and North East of Mile 9 and International Blvd. as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Lopez abstained from vote and discussion.

No action.

VIII. ADJOURNMENT

Commissioner Muñoz seconded by Commissioner Pedraza moved to adjourn the meeting of August 18, 2020 at 8:21p.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



**MINUTES
WESLACO CITY COMMISSION
SPECIAL MEETING
THURSDAY, August 20, 2020**

On this 20th day of August 2020 at 5:27 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting via Zoom.

Mayor Suarez called the meeting to order. The following city officials were present, a quorum was established, and the following proceedings were held.
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Mayor	David Suarez
Mayor Pro-Tem	Letty Lopez
Commissioner	Greg Kerr
Commissioner	J.P. Rodriguez
Commissioner	Adrian Farias
City Manager	Mike R. Perez
City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

ABSENT: Commissioner Leo Muñoz
Commissioner Josh Pedraza

Also present: Andrew Muñoz, ACM/Aviation Director, Vidal Roman, Finance Director, Sonia Flores, Asst. Finance Director, Rosa Cavazos, Finance and Eddie Gil, IT Department.

I. CALL TO ORDER

A. Certification of Public Notice.

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

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Norma A. Cantu, City Secretary, called the roll, noting the absence of Commissioner Muñoz and Commissioner Pedraza and a quorum present.

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

A. Discussion and consideration on first and final reading of Ordinance 2020-26 amending Ordinance 2020-13 its order of a Special Election called on November 3, 2020 proposing Charter Amendments amending Article V, Section 2 and Section 5 providing for

public notice, severability clause and effective date. First and final reading of Ordinance 2020-26. Possible action. (Staffed by City Secretary Department.)

Norma A. Cantu, City Secretary, stated ordinance No. 2020-13 as approved on June 16, 2020 included the sentence in Proposition A that *“The first election held pursuant to this provision shall be held in November 2021, in which Districts 2 and 3 shall stand for election”*. The sentence should have been omitted as a result of those districts now on the general election of November 3, 2020. Staff recommended to approve Ordinance 2020-26 Charter Amendment to reflect the change.

Commissioner Kerr seconded by Commissioner Farias moved to approve amended Ordinance 2020-26 Charter Amendment as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record is the ordinance.

ORDINANCE NO. 2020-26
AN ORDINANCE OF THE CITY OF WESLACO, TEXAS
AMENDING ORDINANCE NO. 2020-13, PROPOSING CHARTER
AMENDMENTS TO ARTICLE V, SECTION 2 AND SECTION 5;
AND CALLING A SPECIAL ELECTION ON SAID
AMENDMENTS PROVIDING FOR PUBLIC NOTICE,
SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION I: That Proposition A of Ordinance No. 2020-13 proposing Charter Amendments to Article V, Section 2 and Section 5; and calling a Special election on said issues providing for public notice and an effective date is hereby amended.

CITY OF WESLACO, PROPOSITION A: That Article V, Section 5 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The elective officers of the city shall consist of six (6) City Commissioners and a Mayor. The elections after November, 2020 shall be four (4) Single-Member Districts and two (2) At-Large Members. The City of Weslaco shall be divided into four (4) Single-Member Districts for the purpose of electing one (1) City Commissioner from each Single-Member District. Candidates for City Commission shall have resided in the district from which he or she seeks election for at least six (6) months prior to the date of the election. The position of Mayor and two (2) City Commissioners shall be elected At-Large by the voters of the City of Weslaco and shall have resided in the City of Weslaco six (6) months prior to date of election. Should no candidate receive a majority of the votes at the election from which he or she is a candidate, the City Commission shall immediately order a run-off election to be held not less than ten (10) days nor more than twenty (20) days after the results of the election has been declared, at which at said run-off election the names of the two (2) candidates receiving the highest number of votes for said office at the election shall be printed on the ballot and submitted to the qualified voters of the district in which they were candidates or in the case of the position of Mayor and two (2) At-Large City Commissioners, to the qualified voters of the City, at large. The candidate receiving the majority of votes at such election shall be declared duly elected. The first election held pursuant to this provision shall be held in November, 2022, where District 1 and District 4 shall stand for election; and in the election held November, 2023, the Mayor and District 5 and District 6 shall stand for election. The four (4) Single-Member Districts shall be drawn according to the state and federal laws, and the City Commission will determine which two Districts will be converted to At-Large. After an election and canvass of the returns and declaration of results, the Mayor and each City Commissioner shall serve one (1) term.

SECTION II: All other sections of Ordinance No. 2020-13 including Propositions B and C shall remain.

SECTION III. 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.

PASSED AND APPROVED on first and final reading at a special meeting of the City Commission this 20th day of August, 2020.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

ORDENANZA NO. 2020- 26

UNA ORDENANZA DE LA CIUDAD DE WESLACO, TEXAS QUE MODIFICA LA ORDENANZA NO. 2020-13, PROPONIENDO ENMIENDAS DE ESTATUTO AL ARTÍCULO V, SECCIÓN 2 Y SECCIÓN 5; Y LLAMANDO UNA ELECCIÓN ESPECIAL SOBRE DICHAS ENMIENDAS, CON AVISO PÚBLICO, DIVISIBILIDAD Y UNA FECHA EFECTIVA.

SEA ORDENADO POR LA COMISIÓN DE LA CIUDAD DE WESLACO, TEXAS:

SECCIÓN I: *Que Proposición A de La Ordenanza No. 2020-13 que propone Enmiendas al Estatuto del Artículo V, Sección 2 y Sección 5; y llamando una elección en dicha enmienda, dando aviso público y una fecha efectiva.*

CIUDAD DE WESLACO, PROPUESTA A: *Que el Artículo V, Sección 5 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

Los oficiales electivos de la Ciudad consistirán en seis (6) Comisionados de la Ciudad y un Alcalde. Las elecciones posteriores a Noviembre de 2020 serán cuatro (4) Distritos Uninominales y dos (2) Miembros En-General. La ciudad de Weslaco se dividirá en cuatro (4) distritos uninominales con el fin de elegir un (1) Comisionado municipal de cada distrito uninominal. Los candidatos a la Comisión de la Ciudad deberán residir en el distrito en el que él o ella busque la elección durante al menos seis (6) meses antes de la fecha de la elección. El puesto del Alcalde y dos (2) Comisionados de la Ciudad serán elegidos En-General por los votantes de la Ciudad de Weslaco y deberán residir en la Ciudad de Weslaco seis (6) meses antes de la fecha de la elección. En caso de que ningún candidato reciba la mayoría de los votos en la elección de la que es candidato, la Comisión de la Ciudad ordenará inmediatamente una elección de desempate que se lleve a cabo en no menos de diez (10) días y no más de veinte (20) días después de que se hayan declarado los resultados de la elección, en la cual se realizará la segunda vuelta, los nombres de los dos (2) candidatos que reciban el mayor número de votos para dicho cargo en la elección se imprimirán en la boleta y se enviarán a los votantes calificados del distrito en el que fueron candidatos o en el caso del cargo del Alcalde y dos (2) Comisionados de la Ciudad En-General, a los votantes calificados de la Ciudad, uninominales. El candidato que reciba la mayoría de los votos en dicha elección será declarado debidamente elegido. La primera elección realizada de conformidad con esta disposición se llevará a cabo en Noviembre del 2022, en la cual distrito 1 y distrito 4 se presentarán a la elección; y en la elección llevada a cabo en Noviembre del 2023, el Alcalde y distrito 5 y distrito 6 se presentarán a la elección. Los cuatro (4) Distritos Uninominales se sortearán de acuerdo con las leyes estatales y federales, y la Comisión de la Ciudad determinará qué dos Distritos se convertirán En-General. Después de una elección y escrutinio de las

declaraciones y la declaración de resultados, el Alcalde y cada Comisionado de la Ciudad deberán cumplir un (1) termino.

SECCIÓN II: Todas las demás secciones de la Ordenanza No. 2020-13, incluso las Propuestas B y C, permanecerán.

SECCIÓN III. CLÁUSULA DE DIVISIBILIDAD. Es la intención de la Comisión de la Ciudad que cada oración, párrafo, subdivisión, cláusula, frase o sección de esta Ordenanza se considere divisible y, en caso de que dicha oración, párrafo, subdivisión, cláusula, frase o sección sea declarada inválida o inconstitucional por cualquier motivo, dicha declaración de nulidad o inconstitucionalidad no se interpretará en el sentido de afectar la validez de las disposiciones de la Ordenanza que quedan.

APROBADO Y APROBADO en primera y última lectura en una junta especial de la Comisión de la Ciudad este 20 de agosto de 2020.

CIUDAD DE WESLACO
/s/David Suárez, ALCALDE

POR: /s/ Norma A. Cantu, SECRETARIA DE LA CIUDAD

APROBADO COMO FORMULARIO:

POR: /s/ Juan E. González, ABOGADO DE LA CIUDAD

B. Discussion and consideration to award the Group Health Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Farias abstained from vote.

The City Attorney stated his opinion for the record is Commissioner Farias has no conflict; will be involved in discussions only sharing his knowledge and expertise on subject matter as suggested by his employer.

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

Mike R. Perez, City Manager, stated further evaluation and discussions with respondent, staff and Roger Garza, Consultant, recommended to reject bid and authorize re-bid for group health insurance and award at a special meeting on September 9th or 10th.

Javier Leal, Consultant, stated staff should ensure bids as reviewed meet the Standard Industry Commission rate (5%) and no additional administrative fees that would increase cost. Agent of Record, Carlos Tamez, stated contact with other carriers for health insurance feel they are in position to submit a competitive bid.

Commissioner Kerr seconded by Commissioner Rodriguez moved to reject and re-bid the Group Health Insurance as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

IV. ADJOURNMENT

Commissioner Kerr, seconded by Commissioner Farias moved to adjourn at 5:43 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

ATTEST:

MAYOR, David Suarez

Norma A. Cantu, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

ABSENT

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

ABSENT

COMMISSIONER, Josh Pedraza

COMMISSIONER, Adrian Farias



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3534
From:		
Subject: Approve Ordinance 2020-24 authorizing and allowing under the act governing the TMRS system "Updated Service Credit" and establishing an effective date for such actions and authorize the Mayor to execute any related documents. (First reading held August 18, 2020; staffed by Finance Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading 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:		
Attachments, if any: TMRS Update Service Credit Memo, TMRS Letter, Weslaco Plan Change Study, O2020-24 TMRS updated credit services		
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

Date: August 18, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: TMRS Update Service Credit

TMRS annually requires the City's to adopt an Ordinance whereas it will adopt the Updated Service Credit (USC), a CPI increase for our Annuitants. We are in receipt of an e-mail dated August 5th denoting the percentages. They remain the same as the previous year.

The percentage for the USC and annuitants will remain the same at 50% and 30% respectively. The City's contribution rate did decrease by .14% though. Our funded ratio increased by .5%.

Staff recommend approval of the Ordinance and acceptance of this documents.



August 5, 2020

Via E-Mail

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

Dear Mr. Perez:

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

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

With the adoption of these additional benefits, your city's contribution rate beginning January 1, 2021 will be **8.56%**

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

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

Sincerely,

A handwritten signature in blue ink that reads "Eric W. Davis".

Eric W. Davis
Deputy Executive Director



Plan Change Study

01354 Weslaco

GRID 2021

For Informational Purposes Only

Effective Date - January 1, 2021

Report Date - August 5, 2020

Proposed Plans

Plan Provisions

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

Contribution Rates

	<u>2021</u>	<u>2021</u>
Normal Cost Rate	5.04%	5.04%
Prior Service Rate	<u>3.06%</u>	<u>3.26%</u>
Retirement Rate	8.10%	8.30%
Supplemental Death Rate	<u>0.26%</u> (A & R)	<u>0.26%</u> (A & R)
Total Rate	8.36%	8.56%
Unfunded Actuarial Liability	\$3,933,764	\$4,120,083
Amortization Period	20 years	20 years
Funded Ratio	91.2%	90.9%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 27 eligible transfer employees on the valuation date.



TMRS-USC T CPI

TEXAS MUNICIPAL RETIREMENT SYSTEM

ORDINANCE 2020-24

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

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

Section 1. Authorization of Updated Service Credits.

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

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

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

Section 2. Increase in Retirement Annuities.

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

An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

Page 2.

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

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

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

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

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2021**.

Passed and approved this the 18TH day of August 2020.

Passed and approved on second and final reading this the 1st day of September 2020.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor

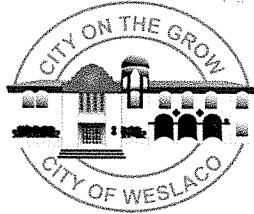


Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3531	
From: Joel Rivera			
Subject: Approve Ordinance 2020-25 for a budget amendment to purchase a 2020 Ford Explorer Police Unit for an amount not to exceed \$42,770.52 to replace a 2018 Ford Explorer Police Unit deemed a total loss by insurance carrier and authorize the Mayor to execute any related documents. (First reading held August 18, 2020;staffed by Police Department.)			
Background: Police unit #667 VIN ending in 2108 is one of 9 vehicles purchased through Lease #003. The 2018 Ford Explorer unit was involved in an accident on 3/19/2020 and deemed a total loss by our insurance provider. The provider provided a check for \$40,700 minus the \$1,000 deductible; a total of \$39,700.00.			
Funding Source (budget code, if applicable):			
Amount: \$42,770.52	Term of Impact: 1	Identified in Current Budget: No	
Additional Action Prompted: 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		
Robert Lopez	Approved		
Vidal Roman	Approved		
Mike Perez	Final Approval		
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Budget Amendment total loss unit 667, Check for Unit 667 Totaled Unit, Exhibit to O2020-25, O2020-25 budget amendment PD vehicle			
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

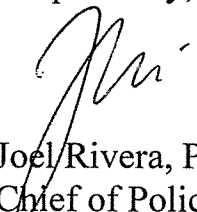
Mike R. Perez, City Manager

August 13, 2020

City Manager Perez,

WPD has placed on the 08/18/2020 city agenda (ordinance #2020-25) the purchase of a 2020 Ford Explorer Police Unit for an amount not to exceed \$42,770.52. This purchase will replace a 2018 Ford Explorer Police Unit deemed a total loss (case #20-7403) by insurance carrier. The insurance paid out a total of \$39,700.00 (40,000.00 less a \$1,000.00 deductible), and the remaining amount of \$3,070.52 I am respectfully requesting come from general fund.

Respectfully,


Joel Rivera, Ph.D
Chief of Police



WORKERS' COMPENSATION • PROPERTY • LIABILITY

May 18, 2020

Andrew Munoz
City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596-6158

RE: TMLIRP Fund Member: City of Weslaco
Date of Loss: March 19, 2020
TMLIRP Claim No: AU0000000119108
VIN #: 1FM5K8AR1JGB92108

Dear Andrew Munoz:

Enclosed is TMLIRP's check in the amount of \$39,700.00 (\$40,700.00 less \$1,000.00 deductible), as the agreed figure for the above-referenced claim. Please complete and return the enclosed Proof of Loss form, along with the title to this vehicle. Please have an authorized employee sign the front and back of the title and include a business card.

Should you have any questions or concerns, please feel free to contact me at 512-491-2463.

Sincerely,

Helen Brown
Claim Specialist
Texas Municipal League Intergovernmental Risk Pool

Encls: TMLIRP Check, Return Envelope, Proof of Loss

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

P.O. Box 149194 • Austin, Texas 78714-9194 • www.tmlirp.org

SWORN STATEMENT

PROOF OF LOSS

(Automobile)

Policy No. 9874

Ctf. No.

Policy Coverage at Time of Loss Automobile Physical Damage

Company Claim No. AU0000000119108

Date Issued October 01, 2019

Agent Texas Municipal League Intergovernmental Risk Pool

Date Expires October 01, 2020

Agency At Austin, Texas

To the Texas Municipal League Intergovernmental Risk Pool

Of Austin, Texas

By your policy of insurance described above,

you insured City of Weslaco

(HEREINAFTER CALLED THE MEMBER) AGAINST LOSS OF OR DAMAGE TO THE AUTOMOBILE DESCRIBED AS FOLLOWS:

DESCRIPTION OF AUTOMOBILE	TRADE NAME	TYPE OF BODY (IF TRUCK STATE TONNAGE)	MODEL	MODEL (YEAR)	VEHICLE IDENTIFICATION NUMBER
	Ford	Truck-Sport Utility	Explorer	2018	1FM5K8AR1JGB92108

TIME AND ORIGIN A loss caused by Collision with motor vehicle occurred on the 19th day of 3/2020, about the hour of .M., the full

particulars of which are as follows: (State where and how it occurred)

Member's vehicle collided with OV

TITLE AND INTEREST The insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, condition sale, mortgage or other encumbrance or otherwise, except

OTHER INSURANCE At the time of this loss, there was no other insurance on said automobile covering the same perils except:

USE At the time of this loss, the said automobile was being used for (PLEASURE, BUSINESS OR COMMERCIAL PURPOSE)

and was not being used to carry passengers for compensation or rental or leased of for any illegal purpose except:

THE ACTUAL CASH VALUE of the property described, the actual loss and damage sustained, and the amount claimed under this Policy are as follows:

CASH VALUE	WHOLE LOSS	AMOUNT DEDUCTIBLE	AMOUNT CLAIMED UNDER THIS POLICY
	\$40,700.00	\$1,000.00	\$39,700.00

SUBROGATION To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over to the insurance company all rights, claims or interests that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurance company to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The said loss or damage did not originate by any act, design or procurement on my / our part nor on the part of anyone having interest in the property insured, or in the said policy of Insurance; nor in consequence of any fraud or evil practice done or suffered by me / us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a representative of the above insurance company is not a waiver of any of its rights.

State of X

County of

INSURED.

Subscribed and sworn to before me this day of

PAYMENT AUTHORIZATION

NOTARY PUBLIC.

is hereby requested, authorized and empowered to pay, at its option, as follows:

To	The sum of \$
To	The sum of \$
To	The sum of \$

Amount Claimed Under Policy \$

Witness: Insured By TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

P.O. Box 149194 • Austin, Texas 78714-9194 • www.tmlirp.org

TITLE

Witness: Insured By

Address: By TITLE

THIS CHECK IS NOT AUTHENTIC UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK.



Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754
(512) 491-2300

Frost Bank
Parkdale
88-2322/149
59

Pay THIRTY NINE Thousand SEVEN Hundred Dollars and ZERO Cents

To City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596-6158

Handwritten signature

Handwritten signature

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND * BORDER CONTAINS MICROPRINTING

Date	Number
05/18/20	09026471
AU00000000119108	

Amount
*****39,700.00

⑈09026471⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER INVOICE NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU00000000119108	Weslaco		40,700.00	HBrown Vehicle
AU00000000119108	Weslaco		-1,000.00	HBrown Deductible

101-4000473810

City of Weslaco

09026471

39,700.00 05/18/20

L355127



CITY OF WESLACO BUDGET AMENDMENT FISCAL YEAR 2020

FUND: GENERAL FUND
DEPARTMENT: POLICE 5202
DATE: August 13, 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	473810	INSURANCE CLAIM PYMT	\$ 40,000	\$ -	\$ 39,700	\$ 79,700
101 - 5202	554240	VEHICLES	\$ 72,640	\$ 42,771	\$ -	\$ 115,411
						\$ -
101	3005	5500	FUND BALANCE (DNP)	\$ 6,723,227	\$ 3,071	\$ 6,720,156
						\$ -
						\$ -
			\$ 6,835,867	\$ 42,771	\$ 42,771	\$ 6,915,267

(Round up all amounts to the nearest dollar)

Justification:

SEE ATTACHEMENT

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

ORDINANCE 2020-25

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 IN THE GENERAL FUND \$3,071 (NET); 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 as set forth in the budget amendment form attached.

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 18th day of August 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of September 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: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3554	
From:			
Subject: Approval on annual renewal of Inter-local Agreement with Hidalgo County to provide and receive pickup and disposal service of commercial waste for the Sheriffs East Substation, also known as the Benito Bravo Substation, and authorize the Mayor to execute any related documents. (Staffed by Public Works Department)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza Pete Garcia Mike Perez		Created/Initiated Pending	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 2020-330 Extension Notice Hidalgo County, C-19-163-09-17 - INTERLOCAL CIT OF WESLACO - HC			
Responsibilities upon Approval:			



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

August 11, 2020

David Suarez, Mayor
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Renewal/Extension Notice
Interlocal Cooperation Agreement between Hidalgo County and City of Weslaco

Dear Mr. Suarez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the extension/renewal for a 1 Year Term as provided in the current Interlocal Cooperation Agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 25, 2020, for discussion, consideration and action, by signing below and return to the Purchasing Department, via email to: alexandra.vela@co.hidalgo.tx.us

By: _____
David Suarez, Mayor

Date: _____

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alexandra Vela'.

Alexandra Vela,
Contract Specialist II

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

WHEREAS the County of Hidalgo (hereafter referred to as "County") and City of Weslaco (hereafter referred to as "City") seek to enter into an Interlocal Agreement to provide and receive pickup and disposal service of commercial waste for the Sheriff's East Substation. This Interlocal Agreement is being entered into in accordance with Texas Local Government Code, Title 7 Intergovernmental Relations Chapter 791. Interlocal Cooperation Contracts.

NOW, THEREFORE, on the dates indicated the County agrees to abide by all of the City's Amended and Restated Contract for Solid Waste Collection and Disposal that relates to the service being provided by the City for the County, said agreement is set out in full thereafter.

1. City agrees to provide the pickup and disposal of solid waste from the County's Sheriff's East Substation once weekly at a cost of \$140.27 per month as stated in City's contract.
2. City agrees to provide the County with an eight (8) cubic yard refuse collection bin at the designated location.
3. City shall provide County with an invoice showing the rates as stated on the City's contract and the number and dates of all pickups made within the month being invoiced.
4. County agrees to pay City within thirty (30) days of receipt of invoice from City for the number of pickups made in the previous month and at the rates as stated in the City's Amended and Restated Contract for Solid Waste Collection and Disposal.
5. The term of this agreement shall be for one (1) year with the option to renew for five (5) additional one (1) year terms upon the same terms and conditions described herein.
6. Upon a change in price and/or effective rates for services provided to County, City shall notify County in writing within ten (10) working days of the change.
7. County may terminate this agreement with or without cause upon sixty (60) days written notice to City. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
8. To the extent allowed by law, County and City agree that both County and City shall be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or other, in or to any third persons or entities.

9. This Interlocal Agreement shall commence on September 17, 2020, and shall remain in full force for a period of one (1) year unless terminated by either County or City by giving the other party sixty (60) day notice. If no notice of termination is given by either party this Agreement shall automatically renew for an additional period not to exceed the length of the original agreement, performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't Code Ann. Section 271.903.

This Interlocal Agreement shall commence as of September 17, 2020, with Commissioner's Court approval of Interlocal Agreement on September 17, 2020, and shall remain in full force for a period of one (1) year unless terminated by either County or City by giving the other party sixty (60) day notice. If no notice of termination is given by either party this agreement shall automatically renew for additional period not to exceed the length of the original agreement.

All agreements between City and County are set out in this agreement and no other agreements not contained herein shall be enforceable against either party.

Accepted, approved and witnessed on this the _____ day of _____, 2020.

COUNTY OF HIDALGO, TEXAS

By: _____
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney

By: _____
Assistant District Attorney

CITY OF WESLACO, TEXAS

By: _____
David Suarez, Mayor

By: _____
Norma Cantu, City Secretary

By: _____
Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3561	
From:			
Subject: Approval on renewal of agreement with the Drug Enforcement Administration of State and Local HIDTA Task Force cooperation for Fiscal Year 2020 -2021 and authorize Police Chief Joel Rivera to execute any related documents. (Staffed by Police Department.)			
Background: To authorize the Police Chief to sign the renewal and continue the cooperative agreement between the City of Weslaco Police Department and Drug Enforcement Administration (McAllen HIDTA Task Force). The Weslaco Police Department will continue to assign one (1) experienced officer to the McAllen Task Force for the period not less than two (2) years. The term of this agreement is renewed annually.			
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: Approved: September 17, 2019 Agenda Item No.: 2019-2765			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval to continue with the agreement from McAllen HIDTA Task Force			
Attachments, if any: Weslaco PD Letter, OJP Form, HIDTA Agreement - Weslaco PD			
Responsibilities upon Approval: Upon approval and signatures acquired on the original agreements, our department will file and proceed accordingly.			



U. S. Department of Justice
Drug Enforcement Administration
Houston Division
1433 West Loop South, Suite 600
Houston, Texas 77027

www.dea.gov

August 17, 2020

Joel Rivera
Chief of Police
Weslaco Police Department
901 N. Airport Drive
Weslaco, Texas 78596

Dear Chief Rivera:

Enclosed for your review and signature is the Task Force Agreement and OJP Form for Fiscal Year 2021. It is respectfully requested that the signed documents be returned via email in PDF format by September 28, 2020, at the email listed below. Once all signatures are obtained, courtesy copies will be emailed to your office point of contact.

You will notice that the total dollar amount of the overtime reimbursement in paragraph six has been removed. While the amount of the reimbursement has not changed from \$19,180.25, the exact dollar amount was removed from the agreement in order to allow us to better internally manage the funding.

Thank you for your continued support of the Drug Enforcement Administration Houston Division. Your unwavering commitment to provide investigative resources is vital and important. We look forward to continuing to work with you and the Weslaco Police Department.

If you have any questions, please contact Program Support Specialist Myrna Garcia Robles at 571-324-8327 or by email myrna.garcia.robles@usdoj.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Whipple", is placed over a light blue rectangular background.

Steven S. Whipple
Special Agent in Charge

Enclosures



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (State and Local Agency Name and Address)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Weslaco Police Department (hereinafter "WPD"), ORI Number TX1081400. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas, area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the WPD agrees to detail one experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the assigned WPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The WPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The WPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the McAllen Task Force, DEA will assign 33 Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and WPD officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the McAllen Task Force, the WPD will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds,

reimburse the WPD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the General Pay Scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the WPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WPD shall maintain all such reports and records until all litigation, claim, audits, and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is sooner.

10. The WPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WPD agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WPD acknowledges that this agreement will not take effect and no federal funds will be awarded to the WPD by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the WPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date

of termination of this agreement. HIDTA will be responsible only for obligations incurred by WPD during the term of this agreement.

For the Drug Enforcement Administration:

Steven S. Whipple
Special Agent in Charge

Date:_____

For the Weslaco Police Department:

Joel Rivera
Chief of Police

Date:_____



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3575	
From: Joe Pedraza			
Subject: Approval on renewal of Interlocal Agreement(s) with the following entities for Animal Care Services: 1. City of Alamo 2. City of Edcouch 3. City of La Villa 4. City of Elsa 5. City of Pharr 6. City of Donna 7. City of Mercedes 8. City of San Juan 9. City of Penitas 10. Willacy County and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.)			
Background: This is the standard yearly renewal for animal care services provide to the listed municipalities and county governments.			
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):			
Norma Cantu		Created/Initiated	
Joe Pedraza		Approved	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the renewal.			
Attachments, if any:			

memo for agenda item ACS, Animal Shelter Contract Alamo 2020, Animal Shelter Contract Donna 2020, Animal Shelter Contract Edcouch 2020, Animal Shelter Contract elsa 2020, Animal Shelter Contract la villa 2020, Animal Shelter Contract Mercedes 2020, Animal Shelter Contract penitas 2020, Animal Shelter Contract pharr 2020, Animal Shelter Contract san juan 2020, Animal Shelter Contract willacy 2020

Responsibilities upon Approval:

Animal Control staff with provide animal care services.

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 Commission

FROM: Joe Pedraza, Health Official

RE: Weslaco Animal Care Services renewal agreements

DATE: August 26, 2020

This interlocal agreements are all the same from city to city. We had no increase in price to the city's and all services remain the same. Last year's Weslaco Animal Care Services revenue was \$377,535.00.

SERVICE CONTRACT §

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF ALAMO
Robert L Salinas, City Manager
420 N Tower Rd.
Alamo, Texas 78516

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from ALAMO may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

ALAMO agrees to pay CITY for services contracted herein as follows:

- A. ALAMO shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. ALAMO shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. ALAMO citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. ALAMO citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. ALAMO shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. ALAMO shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with ALAMO'S invoice.

ALAMO will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If ALAMO cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to ALAMO.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and ALAMO have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF ALAMO

BY: _____

Diana Martinez, Mayor

City Of Alamo

420 N Tower Rd.

Alamo, Texas 78516

956-787-0006

ATTEST:

BY: _____

Alexandra Rangel, City Secretary

APPROVED AS TO FORM ONLY:

Rick Palacios, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF DONNA** a Home Rule Municipal Corporation, hereinafter referred to as “**DONNA**”, located at 307 S. 12TH Street Donna, Hidalgo County, Texas 78537.

RECITALS

WHEREAS, DONNA desires to engage with CITY for the provision of certain professional services, therefore CITY and DONNA mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide DONNA Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to DONNA.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and DONNA must provide individual door tags for each animal brought into CITY’S facility.

D. DONNA must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. DONNA must give CITY prompt written notice whenever DONNA observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Donna may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF DONNA
Carlos Yerena, City Manager.
307 S 12TH Street
Donna, Texas 78537

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from DONNA may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III PAYMENTS AND FEES

DONNA agrees to pay CITY for services contracted herein as follows:

- A. DONNA shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. DONNA shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. DONNA citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. DONNA citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. DONNA shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. DONNA shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with DONNA'S invoice.

DONNA will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If DONNA cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to DONNA.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and DONNA have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF DONNA

BY: _____

Rick Morales, Mayor

City Of Donna

307 S 12TH Street

Donna, Texas 78537

956-464-3314

ATTEST:

BY: _____

Belinda Tosca, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

- Citizens of Edcouch may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF EDCOUCH
Raul Luna, Director of Operations.
211 W Southern Ave.
Edcouch, Texas 78538

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from EDCOUCH may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

EDCOUCH agrees to pay CITY for services contracted herein as follows:

- A. EDCOUCH shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. EDCOUCH shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. EDCOUCH citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. EDCOUCH citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. EDCOUCH shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. EDCOUCH shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with EDCOUCH'S invoice.

EDCOUCH will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If EDCOUCH cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to EDCOUCH.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and EDCOUCH have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF EDCOUCH

BY: _____

Virginio Gonzalez Jr, Mayor

City Of Edcouch

211 W Southern Ave.

Edcouch, Texas 78538

956-262-2140

ATTEST:

BY: _____

Victor Hugo De La Cruz, City Manager

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF ELSA** a Home Rule Municipal Corporation, hereinafter referred to as “**ELSA**”, located at P.O. BOX 1447, Elsa, Hidalgo County, Texas 78538.

RECITALS

WHEREAS, ELSA desires to engage with CITY for the provision of certain professional services, therefore CITY and ELSA mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide ELSA Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to ELSA.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and ELSA must provide individual door tags for each animal brought into CITY’S facility.

D. ELSA must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. ELSA must give CITY prompt written notice whenever ELSA observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Elsa may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF ELSA
Elberto Bravo, Public Works Director
P.O. BOX 1447
Elsa, Texas 78538

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from ELSA may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

ELSA agrees to pay CITY for services contracted herein as follows:

- A. ELSA shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. ELSA shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. ELSA citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. ELSA citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. ELSA shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. ELSA shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with ELSA'S invoice.

ELSA will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If ELSA cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to ELSA.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and ELSA have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF ELSA

BY: _____

Alonzo R. "Al" Perez, Mayor

City Of Elsa

P.O. BOX 1447

Elsa, Texas 78538

956-262-2127

ATTEST:

APPROVED AS TO FORM ONLY:

_____, City Attorney

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

- Citizens of La Villa may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF LA VILLA

_____, _____.
916 South Mike Chapa St.
La Villa, Texas 78562

ii) CITY OF WESLACO

Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from LA VILLA may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

LA VILLA agrees to pay CITY for services contracted herein as follows:

- A. LA VILLA shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. LA VILLA shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. LA VILLA citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. LA VILLA citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. LA VILLA shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. LA VILLA shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with LA VILLA'S invoice.

LA VILLA will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If LA VILLA cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to LA VILLA.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and LA VILLA have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF LA VILLA

BY: _____

Alma Moron, Mayor

City Of La Villa

916 South Mike Chapa St.

La Villa, Texas 78562

956-262-2122

ATTEST:

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF MERCEDES** a Home Rule Municipal Corporation, hereinafter referred to as “**MERCEDES**”, located at 400 South Ohio St. Mercedes, Hidalgo County, Texas 78570.

RECITALS

WHEREAS, **MERCEDES** desires to engage with **CITY** for the provision of certain professional services, therefore **CITY** and **MERCEDES** mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide **MERCEDES** Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. **CITY** shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to **MERCEDES**.

B. **CITY** shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. **CITY** will provide blank door tags and **MERCEDES** must provide individual door tags for each animal brought into **CITY**’S facility.

D. **MERCEDES** must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. **MERCEDES** must give **CITY** prompt written notice whenever **MERCEDES** observes or otherwise becomes aware of any deficiencies in **CITY** services.

F. Hours of operation:

- Citizens of Mercedes may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF MERCEDES

Jose Figueroa, Public Works Director
400 South Ohio St.
Mercedes, Texas 78570

ii) CITY OF WESLACO

Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from MERCEDES may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

MERCEDES agrees to pay CITY for services contracted herein as follows:

- A. MERCEDES shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. MERCEDES shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. MERCEDES citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. MERCEDES citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. MERCEDES shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. MERCEDES shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with MERCEDES'S invoice.

MERCEDES will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If MERCEDES cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to MERCEDES.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and MERCEDES have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF MERCEDES

BY: _____
Henry Hinojosa, Mayor

City Of Mercedes
400 S Ohio St.
Mercedes, Texas 78570
956-565-3114

ATTEST:

BY: _____
Joselynn Castillo, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PENITAS** a Home Rule Municipal Corporation, hereinafter referred to as “**PENITAS**”, located at PO Box 204, Penitas, Hidalgo County, Texas 78576.

RECITALS

WHEREAS, PENITAS desires to engage with CITY for the provision of certain professional services, therefore CITY and PENITAS mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide PENITAS Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to PENITAS.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and PENITAS must provide individual door tags for each animal brought into CITY’S facility.

D. PENITAS must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. PENITAS must give CITY prompt written notice whenever PENITAS observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Penitas may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF PENITAS
Omar X Romero, City Manager.
1111 S. F.M. 1427
Penitas, TX 78576

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PENITAS may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

PENITAS agrees to pay CITY for services contracted herein as follows:

- A. PENITAS shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. PENITAS shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. PENITAS citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. PENITAS citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. PENITAS shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. PENITAS shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PENITAS invoice.

PENITAS will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If PENITAS cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PENITAS.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and PENITAS have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF PENITAS

BY: _____

Rodrigo "Rigo" Lopez, Mayor

City Of Penitas

1111 S. F.M. 1427

Penitas, Texas 78576

956-581-3345

ATTEST:

BY: _____

Ana Valdez, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PHARR** a Home Rule Municipal Corporation, hereinafter referred to as “**PHARR**”, located at 118 S. Cage Blvd. Pharr, Hidalgo County, Texas 78577.

RECITALS

WHEREAS, PHARR desires to engage with CITY for the provision of certain professional services, therefore CITY and PHARR mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide PHARR Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to PHARR.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and PHARR must provide individual door tags for each animal brought into CITY’S facility.

D. PHARR must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. PHARR must give CITY prompt written notice whenever PHARR observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Pharr may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF PHARR
Pilar Rodriguez, Public Works Director.
1015 E Ferguson Ave.
Pharr, Texas 78577

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PHARR may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III PAYMENTS AND FEES

PHARR agrees to pay CITY for services contracted herein as follows:

- A. PHARR shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. PHARR shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. PHARR citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. PHARR shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. PHARR shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PHARR'S invoice.

PHARR will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If PHARR cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PHARR.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and PHARR have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF PHARR

BY: _____

Dr. Ambrosio "Amos" Hernandez, Mayor

City Of Pharr

118 S Cage Blvd.

Pharr, Texas 78577

956-402-4000

ATTEST:

BY: _____

Hilda Pedraza, City Clerk

APPROVED AS TO FORM ONLY:

Patricia Rigney, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF SAN JUAN** a Home Rule Municipal Corporation, hereinafter referred to as “**SAN JUAN**”, located at 709 S. Nebraska Avenue San Juan, Hidalgo County, Texas 78589.

RECITALS

WHEREAS, SAN JUAN desires to engage with CITY for the provision of certain professional services, therefore CITY and SAN JUAN mutually agree as follows:

SECTION I CONTRACT AGREEMENT

CITY agrees to provide SAN JUAN Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to SAN JUAN.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and SAN JUAN must provide individual door tags for each animal brought into CITY'S facility.

D. SAN JUAN must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. SAN JUAN must give CITY prompt written notice whenever SAN JUAN observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of San Juan may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF SAN JUAN

_____, _____.
709 S Nebraska Avenue
San Juan, Texas 78589

ii) CITY OF WESLACO

Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from SAN JUAN may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

SAN JUAN agrees to pay CITY for services contracted herein as follows:

- A. SAN JUAN shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. SAN JUAN shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. SAN JUAN citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. SAN JUAN citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. SAN JUAN shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. SAN JUAN shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with SAN JUAN'S invoice.

SAN JUAN will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2020 and shall continue in full-force and effect through October 1, 2021.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If SAN JUAN cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to SAN JUAN.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and SAN JUAN have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF SAN JUAN

BY: _____

Mario Garza, Mayor

City Of San Juan

709 N Nebraska

San Juan, Texas 78589

956-223-2200

ATTEST:

BY: _____

Diana Cavazos, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **WILLACY COUNTY** a County in the state of Texas hereinafter referred to as “**COUNTY**”, located at 576 W. Main St. Raymondville, Willacy County, Texas 78580.

RECITALS

WHEREAS, COUNTY desires to engage with CITY for the provision of certain professional services, therefore CITY and COUNTY mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide COUNTY Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to COUNTY.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and COUNTY must provide individual door tags for each animal brought into CITY’S facility.

D. COUNTY must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. COUNTY must give CITY prompt written notice whenever COUNTY observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of the COUNTY may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)WILLACY COUNTY
Aurelio Guerra, County Judge
576 W. Main Street
Raymondville, Texas 78580

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from COUNTY may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

COUNTY agrees to pay CITY for services contracted herein as follows:

- A. COUNTY shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. COUNTY shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. COUNTY citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. COUNTY citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. COUNTY shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. COUNTY shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with COUNTY invoice.

COUNTY will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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IN WITNESS WHEREOF, CITY and COUNTY have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

WILLACY COUNTY

BY: _____
Aurelio Guerra, County Judge

Willacy County
576 W. Main St.
Raymondville, Texas 78580
956-689-3393



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3548
From:		
Subject: Discussion and consideration to award to the best qualified, most advantageous respondent for bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6 and authorize the Mayor to execute any related documents. (This item was tabled August 18, 2020; staffed by Engineering Department.)		
Background: Eight bidders submitted bids by the due date of August 4th at 3:00 PM. The bids were ranked using 23 criteria as indicated in the attached ranking sheet. The highest ranked bidder was Rigney Construction, LLC who submitted a base bid of \$2,747,506.00 and an Alternate No. 1 Bid of \$104,056.00 for a total project bid of \$2,851,562.00. The Engineer's Estimate for this project was \$3,500,000.00. There is one additional land parcel that is pending acquisition however, it is expected that it will close within 30 days.		
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 Alberto Aldana Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve to award Rigney Construction, LLC		
Staff Recommendation: Staff recommends selection and approval of Rigney Construction, LLC in the total project amount of \$2,851,562.00 contingent on the acquisition of one additional parcel required to construct the project.		
Attachments, if any: 08-24-2020_Recommendation, Ranking, City of Weslaco - Tabulation of bids, Rigney Construction LLC - RFB No 2019-20-22 RIGNEY CONSTRUCTION LLC		
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

Date: August 24, 2020

To: Mayor David Suarez and City Commission
Mike Perez, City Manager

From: Albert J. Aldana, P.E.
City Engineer

Subject: **Pleasantview & 11th St Drainage Improvements Project #6**
RFB No. 2019-20-22

.....

Purchasing Department received eight bids by the due date and time of August 4, 2020 at 3:00 PM for the subject project. The bids were reviewed for completeness and were tabulated and ranked.

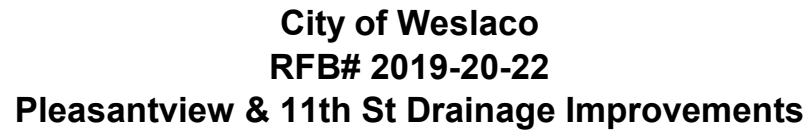
The following respondents submitted bids:

- Rigney Construction - \$2,851,562.00
- Go Underground – \$2,998,380.60
- Castle Enterprises - \$3,128,990.46
- International Consulting Engineers - \$3,313,500.00
- Clore Construction - \$3,424,172.30
- Sal Construction - \$3,489,240.00
- Saenz Brothers - \$3,570,102.00
- Jimmy Closner & Sons - \$4,057,606.50

The bids were reviewed and ranked, and the highest ranked bid was submitted by **Rigney Construction** with a Base Bid of \$2,747,506.00 and Alternate Bid of \$104,056.00 for a total project bid of **\$2,851,562.00**.

Engineering recommends that Rigney Construction be awarded the project.

Please see the attached ranking sheet and tabulation of the bids. If you have any questions or require additional information, please advise.



Ranking Criteria	Item No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	CRITERIA TOTALS 1-23	PRICE ITEM 24	PRICE (BASE BID) +(ALT)	RANKING POINTS
Rigney Construction	8	5	3	4	3	2	2	2	2	2	3	2	2	2	3	2	2	2	2	3	3	5	4	4	70	50	\$2,817,110.00	120
Saenz Brothers	10	5	3	4	3	3	2	2	2	2	3	2	2	2	3	2	3	2	2	3	3	6	6	4	77	39	\$3,570,102.00	116
I.C.E.	9	5	2	4	3	2	3	2	2	2	3	2	2	2	3	2	3	2	2	3	2	4	4	4	70	43	\$3,313,500.00	113
Sal Construction	8	5	3	4	3	3	2	2	2	2	2	2	2	2	3	2	2	2	2	2	2	6	6	4	71	40	\$3,489,190.00	111
Castle Enterprises	8	2	3	4	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	3	3	4	4	4	64	45	\$3,128,990.46	109
Jimmy Closner & Sons	10	5	3	4	3	2	3	2	2	2	3	2	2	2	2	2	3	2	2	3	3	5	5	4	74	35	\$4,056,706.50	109
Go Underground	8	3	2	4	3	2	2	2	2	1	2	2	2	2	2	2	2	2	2	2	2	4	4	3	60	47	\$2,998,837.44	107
Clore Construction	8	2	2	4	2	1	1	1	1	1	2	2	2	2	1	2	2	2	2	2	2	4	4	3	54	41	\$3,424,172.30	95
Max Points	10	5	3	4	3	3	3	3	2	2	3	2	2	2	3	2	3	2	2	3	3	6	6	4	78			

Tabulation of Bids																		
City of Weslaco																		
Pleasantview & 11th St Drainage Improvements Project #6																		
Bid Opening: Tuesday, August 4, 2020 @3:00 p.m.																		
			ICE	Rigney Construction, LLC		Sal Construction Management		Saenz Brothers Const., LLC		Jimmy Closner & Sons Co. Inc.		Go Underground, LLC		Clore Equipment, LLC		Castle Enterprises, LLC		
			1722 N. Closner St. B Edinburg, TX 78541	7011 N. Seminary Rd. Edinburg, TX 78541	P.O. Box 8185 Weslaco, TX 78596	3226 N. Victoria Rd. Donna, TX 78537	PO Box 170 Mercedes, TX 78570	217 E. Monroe Ave. Harlingen, TX 78550	21220 FM 1420 Harlingen, TX 78550	2210 Marro Rd. Monte Alto, TX 78538								
Description	Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1. Mobilization/Site Prep	1	LS	\$200,000.00	\$200,000.00	\$50,000.00	\$50,000.00	\$265,000.00	\$265,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$65,000.00	\$65,000.00	\$270,000.00	\$270,000.00	\$11,468.00	\$11,468.00
2. Utility Adjustment	1	LS	\$80,000.00	\$80,000.00	\$32,000.00	\$32,000.00	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00	\$84,000.00	\$84,000.00	\$100,000.00	\$100,000.00	\$10,000.00	\$10,000.00	\$3,664.50	\$3,664.50
3. Channel Widening/Excavation	35,103	CY	\$3.50	\$122,860.50	\$5.00	\$175,515.00	\$12.00	\$421,236.00	\$8.00	\$280,824.00	\$10.00	\$351,030.00	\$8.00	\$280,824.00	\$4.50	\$157,963.50	\$6.60	\$231,679.80
4. Channel Berm Fill	31,671	CY	\$4.50	\$142,519.50	\$5.00	\$158,355.00	\$8.00	\$253,368.00	\$7.00	\$221,697.00	\$8.00	\$253,368.00	\$5.00	\$158,355.00	\$4.50	\$142,519.50	\$3.20	\$101,347.20
5. Remove Existing Fence	2,999	LF	\$5.00	\$14,995.00	\$3.50	\$10,496.50	\$5.00	\$14,995.00	\$10.00	\$29,990.00	\$10.00	\$29,990.00	\$4.00	\$11,996.00	\$5.00	\$14,995.00	\$4.14	\$12,415.86
6. Install New Fence	1,168	LF	\$25.00	\$29,200.00	\$15.00	\$17,520.00	\$17.00	\$19,856.00	\$15.00	\$17,520.00	\$25.00	\$29,200.00	\$14.00	\$16,352.00	\$35.00	\$40,880.00	\$26.81	\$31,314.08
7. Concrete Headwall	12	EA	\$1,950.00	\$23,400.00	\$29.00	\$348.00	\$475.00	\$5,700.00	\$1,500.00	\$18,000.00	\$4,500.00	\$54,000.00	\$6,500.00	\$78,000.00	\$4,400.00	\$52,800.00	\$949.40	\$11,392.80
8. Remove Existing 18" RCP	12	LF	\$18.00	\$216.00	\$10.00	\$120.00	\$15.00	\$180.00	\$30.00	\$360.00	\$25.00	\$300.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$6.86	\$82.32
9. Remove Existing 24" RCP	12	LF	\$22.00	\$264.00	\$10.00	\$120.00	\$15.00	\$180.00	\$35.00	\$420.00	\$35.00	\$420.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$7.07	\$84.84
10. Remove Existing 30" RCP	938	LF	\$25.00	\$23,450.00	\$10.00	\$9,380.00	\$15.00	\$14,070.00	\$35.00	\$32,830.00	\$45.00	\$42,210.00	\$7.00	\$6,566.00	\$30.00	\$28,140.00	\$7.24	\$6,791.12
11. Remove Existing manhole	1	EA	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$752.00	\$752.00
12. Remove Existing Concrete Headwall	1	EA	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00	\$705.00	\$705.00
13. 18" RCP (CL III)	181	EA	\$38.00	\$6,878.00	\$38.00	\$6,878.00	\$60.00	\$10,860.00	\$48.00	\$8,688.00	\$115.00	\$20,815.00	\$26.00	\$4,706.00	\$62.00	\$11,222.00	\$57.36	\$10,382.16
14. Concrete Collar	6	EA	\$500.00	\$3,000.00	\$750.00	\$4,500.00	\$1,150.00	\$6,900.00	\$750.00	\$4,500.00	\$2,500.00	\$15,000.00	\$1,200.00	\$7,200.00	\$350.00	\$2,100.00	\$2,068.00	\$12,408.00
15. Remove and replace Existing Guard Rail	32	LF	\$75.00	\$2,400.00	\$200.00	\$6,400.00	\$20.00	\$640.00	\$50.00	\$1,600.00	\$135.00	\$4,320.00	\$165.00	\$5,280.00	\$100.00	\$3,200.00	\$49.50	\$1,584.00
16. Remove Existing Concrete Parking	335	SY	\$20.00	\$6,700.00	\$9.00	\$3,015.00	\$15.00	\$5,025.00	\$35.00	\$11,725.00	\$25.00	\$8,375.00	\$22.00	\$7,370.00	\$42.00	\$14,070.00	\$6.20	\$2,077.00
17. 48" Dia Precast Concrete Manholes	6	EA	\$3,500.00	\$21,000.00	\$3,500.00	\$21,000.00	\$3,100.00	\$18,600.00	\$4,500.00	\$27,000.00	\$5,200.00	\$31,200.00	\$3,630.00	\$21,780.00	\$3,200.00	\$19,200.00	\$4,756.40	\$28,538.40
18. Channel Excavation	8,105	CY	\$4.00	\$32,420.00	\$7.50	\$60,787.50	\$12.00	\$97,260.00	\$8.00	\$64,840.00	\$10.00	\$81,050.00	\$8.00	\$64,840.00	\$4.50	\$36,472.50	\$8.10	\$65,650.50
19. Channel Berm Fill	5,591	CY	\$4.50	\$25,159.50	\$4.00	\$22,364.00	\$8.00	\$44,728.00	\$7.00	\$39,137.00	\$8.00	\$44,728.00	\$5.00	\$27,955.00	\$4.50	\$25,159.50	\$3.20	\$17,891.20
20. 8'x4' RCB (866 LFx2)	1,732	LF	\$700.00	\$1,212,400.00	\$580.00	\$1,004,560.00	\$555.00	\$961,260.00	\$525.00	\$909,300.00	\$700.00	\$1,212,400.00	\$552.65	\$957,189.80	\$635.00	\$1,099,820.00	\$671.59	\$1,163,193.88
21. 12" Thick End Wall	1	LS	\$8,500.00	\$8,500.00	\$5,500.00	\$5,500.00	\$9,300.00	\$9,300.00	\$5,500.00	\$5,500.00	\$6,200.00	\$6,200.00	\$6,800.00	\$6,800.00	\$3,500.00	\$3,500.00	\$4,850.40	\$4,850.40
22. 8'X4' Miter Joint	2	EA	\$5,000.00	\$10,000.00	\$15,000.00	\$30,000.00	\$20,000.00	\$40,000.00	\$15,000.00	\$30,000.00	\$44,800.00	\$89,600.00	\$3,500.00	\$7,000.00	\$15,200.00	\$30,400.00	\$39,362.09	\$78,724.18
23. 6" Concrete Rip Rap	200	SY	\$75.00	\$15,000.00	\$59.00	\$11,800.00	\$60.00	\$12,000.00	\$285.00	\$57,000.00	\$80.00	\$16,000.00	\$80.00	\$16,000.00	\$88.35	\$17,670.00	\$70.80	\$14,160.00
24. 18" RCP Inlet Pipe	36	LF	\$38.00	\$1,368.00	\$38.00	\$1,368.00	\$60.00	\$2,160.00	\$69.00	\$2,484.00	\$115.00	\$4,140.00	\$50.00	\$1,800.00	\$85.00	\$3,060.00	\$59.16	\$2,129.76
25. Grate Inlet	9	EA	\$5,400.00	\$48,600.00	\$3,800.00	\$34,200.00	\$3,600.00	\$32,400.00	\$4,500.00	\$40,500.00	\$4,200.00	\$37,800.00	\$4,540.00	\$40,860.00	\$2,550.00	\$22,950.00	\$6,937.20	\$62,434.80
26. 8" PVC SADR 26 Sanitary Sewer Line	30	LF	\$20.00	\$600.00	\$20.00	\$600.00	\$82.00	\$2,460.00	\$79.00	\$2,370.00	\$70.00	\$2,100.00	\$39.50	\$1,185.00	\$62.00	\$1,860.00	\$35.61	\$1,068.30
27. 60" Dia Fiberglass manhole	2	EA	\$9,000.00	\$18,000.00	\$9,500.00	\$19,000.00	\$4,500.00	\$9,000.00	\$9,500.00	\$19,000.00	\$6,000.00	\$12,000.00	\$9,754.94	\$19,509.88	\$10,000.00	\$20,000.00	\$9,168.27	\$18,336.54
28. Roadway Pavement removal (Sawcut)	2,150	SY	\$8.00	\$17,200.00	\$5.00	\$10,750.00	\$6.00	\$12,900.00	\$5.00	\$10,750.00	\$5.00	\$10,750.00	\$6.00	\$12,900.00	\$8.80	\$18,920.00	\$4.25	\$9,137.50
29. 2" HMAc (TY D)	2,150	SY	\$16.00	\$34,400.00	\$15.00	\$32,250.00	\$16.00	\$34,400.00	\$14.00	\$30,100.00	\$15.00	\$32,250.00	\$26.00	\$55,900.00	\$11.75	\$25,262.50	\$19.87	\$42,720.50
30. Prime Coat (MC-30)(0.2 Gal/SY)	430	Gal	\$10.00	\$4,300.00	\$10.00	\$4,300.00	\$7.00	\$3,010.00	\$8.00	\$3,440.00	\$4.50	\$1,935.00	\$5.00	\$2,150.00	\$11.00	\$4,730.00	\$11.28	\$4,850.40
31. 8" Compacted Flexbase	2,150	SY	\$10.00	\$21,500.00	\$8.00	\$17,200.00	\$16.00	\$34,400.00	\$12.00	\$25,800.00	\$16.00	\$34,400.00	\$22.00	\$47,300.00	\$25.50	\$54,825.00	\$27.49	\$59,103.50
32. 6" Compacted Subgrade	2,150	SY	\$4.00	\$8,600.00	\$5.00	\$10,750.00	\$5.00	\$10,750.00	\$10.00	\$21,500.00	\$8.50	\$18,275.00	\$15.00	\$32,250.00	\$3.00	\$6,450.00	\$10.21	\$21,951.50
33. Remove and Replace Valley Gutter	74	LF	\$50.00	\$3,700.00	\$28.0													

Tabulation of Bids																			
City of Weslaco																			
Pleasantview & 11th St Drainage Improvements Project #6																			
Bid Opening: Tuesday, August 4, 2020 @3:00 p.m.																			
Description	Quantity	Unit	ICE		Rigney Construction, LLC		Sal Construction Management		Saenz Brothers Const., LLC		Jimmy Closner & Sons Co. Inc.		Go Underground, LLC		Clore Equipment, LLC		Castle Enterprises, LLC		
			1722 N. Closner St. B Edinburg, TX 78541		7011 N. Seminary Rd. Edinburg, TX 78541		P.O. Box 8185 Weslaco, TX 78596		3226 N. Victoria Rd. Donna, TX 78537		PO Box 170 Mercedes, TX 78570		217 E. Monroe Ave. Harlingen, TX 78550		21220 FM 1420 Harlingen, TX 78550		2210 Marro Rd. Monte Alto, TX 78538		
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
70. Extend Existing 18" RCP Down Drain	56	LF	\$38.00	\$2,128.00	\$44.00	\$2,464.00	\$89.00	\$4,984.00	\$40.00	\$2,240.00	\$90.00	\$5,040.00	\$45.00	\$2,520.00	\$65.00	\$3,640.00	\$63.68	\$3,566.08	
71. Roadway Pavement Removal (Sawcut)	74	SY	\$8.00	\$592.00	\$20.00	\$1,480.00	\$8.00	\$592.00	\$5.00	\$370.00	\$20.00	\$1,480.00	\$6.00	\$444.00	\$20.00	\$1,480.00	\$6.20	\$458.80	
72. 2" HMAc (TY D)	74	SY	\$16.00	\$1,184.00	\$15.00	\$1,110.00	\$16.00	\$1,184.00	\$14.00	\$1,036.00	\$15.00	\$1,110.00	\$26.00	\$1,924.00	\$30.00	\$2,220.00	\$19.87	\$1,470.38	
73. Prime Coat (MC-30)(0.2 Gal/SY)	15	GAL	\$10.00	\$150.00	\$10.00	\$150.00	\$7.00	\$105.00	\$5.00	\$75.00	\$4.50	\$67.50	\$4.00	\$60.00	\$25.00	\$375.00	\$11.28	\$169.20	
74. 8" Compacted Flexbase	74	SY	\$10.00	\$740.00	\$8.00	\$592.00	\$16.00	\$1,184.00	\$12.00	\$888.00	\$16.00	\$1,184.00	\$22.00	\$1,628.00	\$35.00	\$2,590.00	\$27.49	\$2,034.26	
75. 6" Compacted Subgrade	74	SY	\$4.00	\$296.00	\$4.00	\$296.00	\$5.00	\$370.00	\$10.00	\$740.00	\$8.50	\$629.00	\$15.00	\$1,110.00	\$25.00	\$1,850.00	\$10.21	\$755.54	
76. Remove Existing Waterline	1	LS	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$7,200.00	\$7,200.00	\$1,200.00	\$1,200.00	\$650.00	\$650.00	\$752.00	\$752.00	
77. 12" AWWA C-900 (DR-18) PVC Waterline	46	LF	\$35.00	\$1,610.00	\$27.00	\$1,242.00	\$92.00	\$4,232.00	\$38.00	\$1,748.00	\$100.00	\$4,600.00	\$75.67	\$3,480.82	\$85.00	\$3,910.00	\$51.34	\$2,361.64	
78. 12" Coupling, MJ	2	EA	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$840.00	\$1,680.00	\$950.00	\$1,900.00	\$3,000.00	\$6,000.00	\$961.00	\$1,922.00	\$550.00	\$1,100.00	\$1,082.11	\$2,164.22	
79. Trench Protection & Shoring	104	LF	\$10.00	\$1,040.00	\$10.00	\$1,040.00	\$65.00	\$6,760.00	\$25.00	\$2,600.00	\$5.00	\$520.00	\$12.00	\$1,248.00	\$25.00	\$2,600.00	\$2.82	\$293.28	
80. Traffic Control and Measurements Devices	1	LS	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$9,400.00	\$9,400.00	
FM 1015 Drainage Ditch Crossing																			
81. 60" RCP (Bored)(144 LF x2)	288	LF	\$1,300.00	\$374,400.00	\$1,260.00	\$362,880.00	\$1,175.00	\$338,400.00	\$1,350.00	\$388,800.00	\$1,650.00	\$475,200.00	\$845.00	\$243,360.00	\$1,350.00	\$388,800.00	\$1,114.65	\$321,019.20	
82. 6" Concrete Rip Rap	645	SY	\$75.00	\$48,375.00	\$59.00	\$38,055.00	\$82.00	\$52,890.00	\$285.00	\$183,825.00	\$80.00	\$51,600.00	\$71.00	\$45,795.00	\$88.35	\$56,985.75	\$79.32	\$51,161.40	
83. Install 18" RCP Down Drain	24	LF	\$38.00	\$912.00	\$44.00	\$1,056.00	\$89.00	\$2,136.00	\$45.00	\$1,080.00	\$175.00	\$4,200.00	\$69.96	\$1,679.04	\$120.00	\$2,880.00	\$63.34	\$1,520.16	
84. Install 24" RCP Down Drain	16	LF	\$48.00	\$768.00	\$60.00	\$960.00	\$95.00	\$1,520.00	\$45.00	\$720.00	\$205.00	\$3,280.00	\$78.25	\$1,252.00	\$150.00	\$2,400.00	\$78.49	\$1,255.84	
85. Remove Existing Concrete Headwall	2	EA	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$650.00	\$1,300.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$3,500.00	\$7,000.00	\$705.00	\$1,410.00	
86. Remove Existing 18" RCP Down Drain	36	LF	\$18.00	\$648.00	\$10.00	\$360.00	\$25.00	\$900.00	\$45.00	\$1,620.00	\$30.00	\$1,080.00	\$30.00	\$1,080.00	\$60.00	\$2,160.00	\$6.86	\$246.96	
87. Remove Existing 24" RCP Down Drain	24	LF	\$22.00	\$528.00	\$10.00	\$240.00	\$25.00	\$600.00	\$65.00	\$1,560.00	\$30.00	\$720.00	\$30.00	\$720.00	\$75.00	\$1,800.00	\$7.05	\$169.20	
88. Concrete Collar for 18" RCP	1	EA	\$450.00	\$450.00	\$750.00	\$750.00	\$650.00	\$650.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$1,974.00	\$1,974.00	
89. Concrete Collar for 24" RCP	1	EA	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$2,068.00	\$2,068.00	
90. Traffic Control and Measurements Devices	1	LS	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$9,400.00	\$9,400.00	
Base Bid:				\$3,191,931.00		\$2,747,506.00		\$3,387,479.00		\$3,401,856.00		\$3,923,196.00		\$2,899,310.40		\$3,291,671.00		\$2,999,750.42	
Add Alternate No. 1																			
Estero Llano Grande Ditch Crossing																			
91. 8"x4' RCB (64 LFX2)	128	LF	\$700.00	\$89,600.00	\$580.00	\$74,240.00	\$535.00	\$68,480.00	\$500.00	\$64,000.00	\$700.00	\$89,600.00	\$542.68	\$69,463.04	\$635.00	\$81,280.00	\$698.06	\$89,351.68	
92. 6" Concrete Rip Rap	278	SY	\$75.00	\$20,850.00	\$59.00	\$16,402.00	\$82.00	\$22,796.00	\$285.00	\$79,230.00	\$80.00	\$22,240.00	\$71.00	\$19,738.00	\$88.35	\$24,561.30	\$79.32	\$22,050.96	
93. Remove Existing 42" RCP	67	LF	\$35.00	\$2,345.00	\$20.00	\$1,340.00	\$20.00	\$1,340.00	\$55.00	\$3,685.00	\$100.00	\$6,700.00	\$16.00	\$1,072.00	\$55.00	\$3,685.00	\$8.46	\$566.82	
94. Extend Existing 18" RCP Down Drain	44	LF	\$38.00	\$1,672.00	\$44.00	\$1,936.00	\$39.00	\$1,716.00	\$58.00	\$2,552.00	\$95.00	\$4,180.00	\$30.00	\$1,320.00	\$65.00	\$2,860.00	\$63.68	\$2,801.92	
95. Roadway Pavement Removal (Sawcut)	74	SY	\$8.00	\$592.00	\$20.00	\$1,480.00	\$4.00	\$296.00	\$45.00	\$3,330.00	\$20.00	\$1,480.00	\$6.00	\$444.00	\$20.00	\$1,480.00	\$6.20	\$458.80	
96. 2" HMAc (TY D)	74	SY	\$16.00	\$1,184.00	\$20.00	\$1,480.00	\$16.00	\$1,184.00	\$25.00	\$1,850.00	\$15.00	\$1,110.00	\$26.00	\$1,924.00	\$30.00	\$2,220.00	\$19.87	\$1,470.38	
97. Prime Coat (MC-30)(0.2 Gal/SY)	15	GAL	\$10.00	\$150.00	\$10.00	\$150.00	\$7.00	\$105.00	\$5.00	\$75.00	\$4.50	\$67.50	\$4.00	\$60.00	\$25.00	\$375.00	\$11.28	\$169.20	
98. 8" Compacted Flexbase	74	SY	\$10.00	\$740.00	\$8.00	\$592.00	\$16.00	\$1,184.00	\$14.00	\$1,036.00	\$16.00	\$1,184.00	\$22.00	\$1,628.00	\$35.00	\$2,590.00	\$27.49	\$2,034.26	
99. 6" Compacted Subgrade	74	SY	\$4.00	\$296.00	\$4.00	\$296.00	\$5.00	\$370.00	\$12.00	\$888.00	\$8.50	\$629.00	\$15.00	\$1,110.00	\$25.00	\$1,850.00	\$10.21	\$755.54	
100. Trench Protection & Shoring	64	LF	\$10.00	\$640.00	\$10.00	\$640.00	\$35.00	\$2,240.00	\$25.00	\$1,600.00	\$5.00	\$320.00	\$12.00	\$768.00	\$25.00	\$1,600.00	\$2.82	\$180.48	
101. Traffic Control and Measurements Devices	1	LS	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$9,400.00	\$9,400.00	
Total Add Alternate:				\$121,569.00		\$104,056.00		\$101,711.00		\$168,246.00		\$133,510.50		\$99,527.04		\$132,501.30		\$129,240.04	
Total Project Base Bid + Add Alternate:				\$3,313,500.00		\$2,851,562.00		\$3,489,190.00		\$3,570,102.00		\$4,056,706.50		\$2,998,837.44		\$3,424,172.30		\$3,128,990.46	
Arithmetic errors - item total determines total cost																			
				4TH		LOWEST		6TH		7TH		8TH		2ND		5TH		3RD	



RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

**Pleasantview and 11th St. Drainage Improvements
RFB No. 2019-20-22**

Homer Rhodes
Weslaco City Hall
Purchasing Office
255 S. Kansas Ave.
Weslaco, TX 78596

August 4, 2020 @ 3:00 PM



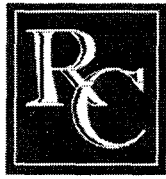
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Table of Contents

-  1. Bid Proposal Form
-  2. Bid Bond Form
-  3. Bidders Qualifications
-  4. Construction Experience
-  5. References



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BID PROPOSAL FORM

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: CITY OF WESLACO
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; ATTACHED
 - B. List of Proposed Subcontractors; TOTAL COMMITMENT CONSTRUCTION
 - C. List of Proposed Suppliers; ATTACHED
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; N/A
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. [List other documents and edit above as pertinent]. NA

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Deleted

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices: **PLEASE SEE ATTACHED BID PROPOSAL – PAGES:**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
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- B. Bidder acknowledges that:
- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	BASE	\$ 2,747,506.00
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ARTICLE 4—BASIS OF BID—COST-PLUS FEE - DELETED

ALT #1 104,056.00

ARTICLE 5—PRICE-PLUS-TIME BID – DELETED

GRAND TOTAL \$ 2,851,562.00

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One (1)	07/17/2020
Two (2)	07/23/2020
Three (3)	07/29/2020

Four (4) 07/30/2020

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Rigney Construction, LLC

By:

Jose A. Rigney (typed or printed name of organization)
(individual's signature)

Name:

John Rigney

(typed or printed)

Title:

President

(typed or printed)

Date:

07/30/2020

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Rosalinda Rodriguez
(individual's signature)

Name:

Rosalinda Rodriguez

(typed or printed)

Title:

Notary Public

(typed or printed)

Date:

07/30/2020

(typed or printed)

Address for giving notices:

7011 N. Seminary Rd.

Edinburg, TX 78541

Bidder's Contact:

Name:

John Rigney

(typed or printed)

Title:

President

(typed or printed)

Phone:

956-638-6421

Email:

rigneyconstruction@gmail.com

Address:

7011 N. Seminary Rd.

Edinburg, TX 78541

Bidder's Contractor License No.: (if applicable) N/A

PROPOSAL

To: **CITY OF WESLACO**
255 S. KANSAS AVE.
WESLACO, TX 78596

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned Bidder hereby proposes to furnish the plant, labor, materials, and equipment, and to perform all the work for described project in strict accordance with the plans, specifications, and addenda. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according to the accompanying forms, for performing and completing the said work within the time stated, and maintaining same as required by the detailed specifications for the following prices, to-wit:

NOTE: Proposal must be executed in DUPLICATE

ENGINEER'S ESTIMATE OF QUANTITIES - APPROXIMATE ONLY

Item	Description	Qty	Unit	Unit Price ⁰⁰	Item Total ⁰⁰
1.	Mobilization/Site Prep	1	LS	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
2.	Utility Adjustment	1	LS	32,000 ⁰⁰	32,000 ⁰⁰
3.	Channel Widening/Excavation	35,103	CY	5.00	175,515 ⁰⁰
4.	Channel Berm Fill	31,671	CY	5.00	158,355 ⁰⁰
5.	Remove Existing Fence	2,999	LF	3.50	10,496.50
6.	Install New Fence	1,168	LF	15.00	17,520 ⁰⁰
7.	Concrete Headwall	12	EA	29.00	34,800 ⁰⁰
8.	Remove Existing 18" RCP	12	LF	10.00	120 ⁰⁰
9.	Remove Existing 24" RCP	12	LF	10.00	120 ⁰⁰
10.	Remove Existing 30" RCP	938	LF	10.00	9,380 ⁰⁰
11.	Remove Existing manhole	1	EA	2,500 ⁰⁰	2,500 ⁰⁰
12.	Remove Existing Concrete Headwall	1	EA	500 ⁰⁰	500 ⁰⁰
13.	18" RCP (CL III)	181	EA	38 ⁰⁰	6,878 ⁰⁰
14.	Concrete Collar	6	EA	750 ⁰⁰	4,500 ⁰⁰
15.	Remove and replace Existing Guard Rail	32	LF	200 ⁰⁰	6,400 ⁰⁰
16.	Remove Existing Concrete Parking	335	SY	9.00	3,015 ⁰⁰
17.	48" Dia Precast Concrete Manholes	6	EA	3,500 ⁰⁰	21,000 ⁰⁰
18.	Channel Excavation	8105	CY	7.50	60,787.50
19.	Channel Berm Fill	5591	CY	4.00	22,364 ⁰⁰

Sharon Dr.

20.	8'x4' RCB (866 LFX2)	1,732	LF	# 580.00	# 1,004,560.00
21.	12" Thick End Wall	1	LS	5,500.00	5,500.00
22.	8'x4' Miter Joint	2	EA	15,000.00	30,000.00
23.	6" Concrete Rip Rap	200	SY	59.00	11,800.00
24.	18" RCP Inlet Pipe	36	LF	38.00	1,368.00
25.	Grate Inlet	9	EA	3800.00	34,200.00
26.	8" PVC SADR 26 Sanitary Sewer Line	30	LF	20.00	600.00
27.	60" Dia Fiberglass manhole	2	EA	9,500.00	19,000.00
28.	Roadway Pavement removal (Sawcut)	2,150	SY	5.00	10,750.00
29.	2" HMAC (TY D)	2,150	SY	15.00	32,250.00
30.	Prime Coat (MC-30)(0.2 Gal/SY)	430	Gal	10.00	4,300.00
31.	8" Compacted Flexbase	2,150	SY	8.00	17,200.00
32.	6" Compacted Subgrade	2,150	SY	5.00	10,750.00
33.	Remove and Replace Valley Gutter	74	LF	28.00	2,072.00
34.	Remove and Replace Laydown Curb	27	LF	17.00	459.00
35.	Remove and Replace Curb & Gutter	28	LF	17.00	476.00
36.	Remove Concrete Pavement	625	SY	11.00	6,875.00
37.	Remove and Replace Chain Link Fence	80	LF	15.00	1,200.00
38.	7 1/2" Concrete pavement	625	SY	60.00	37,500.00
39.	6" Compacted Flexbase	625	SY	7.00	4,375.00
40.	8" Compacted Subgrade	625	SY	4.00	2,500.00
41.	Trench Protection & Shoring	866	LF	5.00	4,330.00
42.	Traffic Control and Measurements Devices	1	LS	18,000.00	18,000.00

Mile 6 N (18Th St) Drainage Ditch Crossing

43.	8'x4' RCB (120 LFX2)	240	LF	580.00	139,200.00
44.	6" Concrete Rip Rap	295	SY	59.00	17,405.00
45.	Compacted Fill	75	CY	12.00	900.00
46.	Remove Existing 30" RCP	74	LF	10.00	740.00
47.	Remove Existing 18" RCP	50	LF	10.00	500.00
48.	Roadway Pavement Removal (Sawcut)	80	SY	20.00	1,600.00
49.	2" HMAC (TY D)	80	SY	20.00	1,600.00
50.	Prime Coat (MC-30)(0.2 Gal/Sy)	16	GAL	10.00	160.00

51.	8" Compacted Flexbase	80	SY	<u>\$8.00</u>	# <u>640.⁰⁰</u>
52.	6" Compacted Subgrade	80	SY	<u>4.00</u>	<u>320.⁰⁰</u>
53.	Remove Existing Waterline	1	LS	<u>4,000.⁰⁰</u>	<u>4,000.⁰⁰</u>
54.	12" AWWA C-900 (DR-18) PVC Waterline	42	LF	<u>40.00</u>	<u>1,680.⁰⁰</u>
55.	12"-45° Elbow, MJ	4	EA	<u>1,000.⁰⁰</u>	<u>4,000.⁰⁰</u>
56.	20" Dia.x3/8" Thick New Steel Casing	24	LF	<u>130.⁰⁰</u>	<u>3,120.⁰⁰</u>
57.	Remove Existing Sanitary Force Main	1	LS	<u>14,000.⁰⁰</u>	<u>14,000.⁰⁰</u>
58.	6" S. S. Force Main C-900 (DR-25)	42	LF	<u>25.00</u>	<u>1,050.⁰⁰</u>
59.	6"-45° Elbow, MJ	4	EA	<u>400.00</u>	<u>1,600.⁰⁰</u>
60.	12" Dia.x3/8" Thick New Steel Casing	24	LF	<u>80.00</u>	<u>1,920.⁰⁰</u>
61.	Trench Protection & Shoring	120	LF	<u>10.00</u>	<u>1,200.⁰⁰</u>
62.	Traffic Control and Measurements Devices	1	LS	<u>10,000.⁰⁰</u>	<u>10,000.⁰⁰</u>
<u>Drainage Ditch Crossing</u>					
63.	8'x4' RCB (56 LFx2)	112	LF	<u>580.⁰⁰</u>	<u>64,960.⁰⁰</u>
64.	6" Concrete Rip Rap	210	SY	<u>59.⁰⁰</u>	<u>12,390.⁰⁰</u>
65.	Remove Existing 30" RCP and headwalls	1	LS	<u>7,500.⁰⁰</u>	<u>7,500.⁰⁰</u>
66.	Trench Protection & Shoring	56	LF	<u>100.⁰⁰</u>	<u>5,600.⁰⁰</u>
<u>Pleasantview Dr. Drainage Ditch Crossing</u>					
67.	8'x4' RCB (104 LF x2)	208	LF	<u>580.⁰⁰</u>	<u>120,640.⁰⁰</u>
68.	6" Concrete Rip Rap	280	SY	<u>59.00</u>	<u>16,520.⁰⁰</u>
69.	Remove Existing 18" RCP Down Drain	17	LF	<u>10.00</u>	<u>170.⁰⁰</u>
70.	Extend Existing 18" RCP Down Drain	56	LF	<u>44.00</u>	<u>2,464.⁰⁰</u>
71.	Roadway Pavement Removal (Sawcut)	74	SY	<u>20.00</u>	<u>1,480.⁰⁰</u>
72.	2" HMA (TY D)	74	SY	<u>15.00</u>	<u>1,110.⁰⁰</u>
73.	Prime Coat (MC-30)(0.2 Gal/SY)	15	GAL	<u>10.00</u>	<u>150.⁰⁰</u>
74.	8" Compacted Flexbase	74	SY	<u>8.00</u>	<u>592.⁰⁰</u>
75.	6" Compacted Subgrade	74	SY	<u>4.00</u>	<u>296.⁰⁰</u>
76.	Remove Existing Waterline	1	LS	<u>6,000.⁰⁰</u>	<u>6,000.⁰⁰</u>
77.	12" AWWA C-900 (DR-18) PVC Waterline	46	LF	<u>27.⁰⁰</u>	<u>1,242.⁰⁰</u>
78.	12" Coupling, MJ	2	EA	<u>1,300.⁰⁰</u>	<u>2,600.⁰⁰</u>
79.	Trench Protection & Shoring	104	LF	<u>10.00</u>	<u>1,040.⁰⁰</u>
80.	Traffic Control and Measurements Devices	1	LS	<u>6,500.⁰⁰</u>	<u>6,500.⁰⁰</u>

FM 1015 Drainage Ditch Crossing

81.	60" RCP (Bored)(144 LF x2)	288	LF	# 1,260 ⁰⁰	# 362,880 ⁰⁰
82.	6" Concrete Rip Rap	645	SY	59.00	38,055 ⁰⁰
83.	Install 18" RCP Down Drain	24	LF	44.00	1,056 ⁰⁰
84.	Install 24" RCP Down Drain	16	LF	60.00	960 ⁰⁰
85.	Remove Existing Concrete Headwall	2	EA	1,000 ⁰⁰	2,000 ⁰⁰
86.	Remove Existing 18" RCP Down Drain	36	LF	10.00	360 ⁰⁰
87.	Remove Existing 24" RCP Down Drain	24	LF	10.00	240 ⁰⁰
88.	Concrete Collar for 18" RCP	1	EA	750.00	750 ⁰⁰
89.	Concrete Collar for 24" RCP	1	EA	1,000 ⁰⁰	1,000 ⁰⁰
90.	Traffic Control and Measurements Devices	1	LS	7,000 ⁰⁰	7,000 ⁰⁰

Total Project - Base Bid

2,747,506⁰⁰

(Figures)

Two Million Seven Hundred Forty-Seven Thousand

Five Hundred Six (Words) Dollars

(Words)

Company: Rigney Construction, LLC

Address: 7011 N. Seminary Rd.

City/State/Zip: Edinburg, TX 78541

Phone Number: 956-638-6421

Fax Number: 956-287-1646

Authorized Signature: JOSE A. RIGNEY
John Rigney

Title: President

Please print above signature.

Add Alternate No. 1

Estero Llano Grande Ditch Crossing

91.	8'x4' RCB (64 LFx2)	128	LF	# 580 ⁰⁰	# 74,240 ⁰⁰
92.	6" Concrete Rip Rap	278	SY	59.00	16,402 ⁰⁰
93.	Remove Existing 42" RCP	67	LF	20.00	1,340 ⁰⁰
94.	Extend Existing 18" RCP Down Drain	44	LF	44.00	1,936 ⁰⁰
95.	Roadway Pavement Removal (Sawcut)	74	SY	20.00	1,480 ⁰⁰
96.	2" HMAc (TY D)	74	SY	20.00	1,480 ⁰⁰
97.	Prime Coat (MC-30)(0.2 Gal/SY)	15	GAL	10.00	150 ⁰⁰
98.	8" Compacted Flexbase	74	SY	8.00	592 ⁰⁰
99.	6" Compacted Subgrade	74	SY	4.00	296 ⁰⁰
100.	Trench Protection & Shoring	64	LF	10.00	640 ⁰⁰
101.	Traffic Control and Measurements Devices	1	LS	5,500 ⁰⁰	5,500 ⁰⁰

Total - Add Alternate No. 1

104,056⁰⁰

(Figures)

Total Project - Base Bid & Add Alt. No. 1

2,851,562⁰⁰

(Figures)

Two Million Eight Hundred Fifty-One Thousand
(Words)
Five Hundred Sixty-Two Dollars
(Words)

Company: Rigney Construction, LLC

Address: 7011 N. Seminary Rd.

City/State/Zip: Edinburg, TX 78541

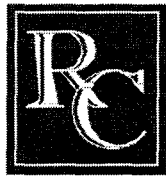
Phone Number: 956-638-6421

Fax Number: 956-287-1646

Authorized Signature: John Rigney

Title: President

Please print above signature.



RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

Pleasantview & 11th St Drainage Improvements

Subcontractor: Total Commitment Construction

Supplier:	L & R Precast	Mission, Tx	956-583-6293
	Core & Main	McAllen, Tx	956-535-1232
	Rio Valley Pipe	Palmview, Tx	956-432-0600
	Magic Valley Concrete	Palmview, Tx	956-432-0600
	Upper Valley Materials	Palmview, Tx	956-432-0600
	United 7 Transport	Palmhurst, TX	956-581-7794

**Form 403
(Revised 05/11)**

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709
Filing Fee: \$15



This space reserved for office use.

Certificate of Correction

FILED
 In the Office of the
 Secretary of State of Texas

MAY 03 2017**Corporations Section****Entity Information**

1. The name of the filing entity is:

Rigney Construction, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the certificate of correction corrects the name of the entity, state the present name and not the name as it will be corrected.

The file number issued to the filing entity by the secretary of state is: 0802361737**Filing Instrument to be Corrected**2. The filing instrument to be corrected is: Certificate of FormationThe date the filing instrument was filed with the secretary of state: 01/05/2016

mm/dd/yyyy

Identification of Errors and Corrections

(Indicate the errors that have been made by checking the appropriate box or boxes; then provide the corrected text.)

☐ The entity name is inaccurate or erroneously stated. The corrected entity name is:

☐ The registered agent name is inaccurate or erroneously stated. The corrected registered agent name is:

Corrected Registered Agent
 (Complete either A or B, but not both.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First

Middle

Last Name

Suffix

The person executing this certificate of correction affirms that the registered agent, whose name is being corrected by this certificate, consented to serve as registered agent at the time the filing instrument being corrected took effect.

☐ The registered office address is inaccurate or erroneously stated. The corrected registered office address is:

Corrected Registered Office Address

Street Address (No P.O. Box) City State Zip Code

☐ The purpose of the entity is inaccurate or erroneously stated. The purpose is corrected to read as follows:

☐ The period of duration of the entity is inaccurate or erroneously stated.
The period of duration is corrected to read as follows:

Identification of Other Errors and Corrections

(Indicate the other errors and corrections that have been made by checking and completing the appropriate box or boxes.)

☒ **Other errors and corrections.** The following inaccuracies and errors in the filing instrument are corrected as follows:

☒ **Add** Each of the following provisions was omitted and should be added to the filing instrument. The identification or reference of each added provision and the full text of the provision is set forth below.

Article 3-Governing Authority

Member 2: Luis A. Rodriguez, Title: Managing Member, Address: 7011 N. Seminary Rd., Edinburg, TX 78541
Member 3: Lloyd A. Rigney, Title: Managing Member, Address: 5354 N. Seminary Rd., Edinburg, TX 78541
Member 4: Andrew E. Rigney, Title: Managing Member, Address: 5354 N. Seminary Rd., Edinburg, TX 78541

☐ **Alter** The following identified provisions of the filing instrument contain inaccuracies or errors to be corrected. The full text of each corrected provision is set forth below:

☐ **Delete** Each of the provisions identified below was included in error and should be deleted.

☐ **Defective Execution** The filing instrument was defectively or erroneously signed, sealed, acknowledged or verified. Attached is a correctly signed, sealed, acknowledged or verified instrument.

Statement Regarding Correction

The filing instrument identified in this certificate was an inaccurate record of the event or transaction evidenced in the instrument, contained an inaccurate or erroneous statement, or was defectively or erroneously signed, sealed, acknowledged or verified. This certificate of correction is submitted for the purpose of correcting the filing instrument.

Correction to Merger, Conversion or Exchange

The filing instrument identified in this certificate of correction is a merger, conversion or other instrument involving multiple entities. The name and file number of each entity that was a party to the transaction is set forth below. (If the space provided is not sufficient, include information as an attachment to this form.)

Entity name

SOS file number

Entity name

SOS file number

Effectiveness of Filing

After the secretary of state files the certificate of correction, the filing instrument is considered to have been corrected on the date the filing instrument was originally filed except as to persons adversely affected. As to persons adversely affected by the correction, the filing instrument is considered to have been corrected on the date the certificate of correction is filed by the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 5/1/17

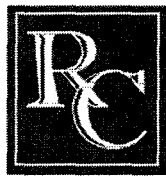
By:

Rigney Construction, LLC

John Rigney
Signature of authorized person

John Rigney

Printed or typed name of authorized person (see instructions)



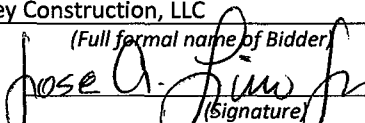
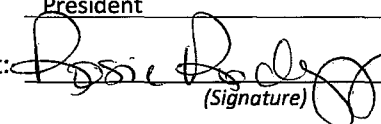
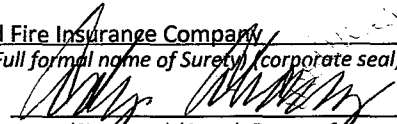
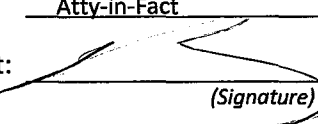
RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

BID BOND

BID BOND (PENAL SUM FORM)

Bidder Name: Rigney Construction, LLC Address (principal place of business):	Surety Name: Hartford Fire Insurance Company Address (principal place of business): The Hartford - Bond Claim Department One Hartford Plaza, T-4 Hartford, CT 06155
Owner Name: City of Weslaco Address (principal place of business): 255 S. Kansas Ave. Weslaco, TX 78596	Bid Project (name and location): Pleasantview & 11th St. Drainage Improvements Bid Due Date: 07/30/2020
Bond Penal Sum: 5% Greatest Amount Bid Date of Bond: 07/30/2020	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Rigney Construction, LLC (Full formal name of Bidder) By:  (Signature) Name: <u>John Rigney</u> (Printed or typed) Title: <u>President</u> Attest:  (Signature) Name: <u>Rosie Rodriguez</u> (Printed or typed) Title: <u>Witness</u>	Surety Hartford Fire Insurance Company (Full formal name of Surety) (Corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Andy Alvarez</u> (Printed or typed) Title: <u>Atty-in-Fact</u> Attest:  (Signature) Name: <u>Phil Young</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 65-813646

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** ;

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }

SS.

Hartford

COUNTY OF HARTFORD }

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

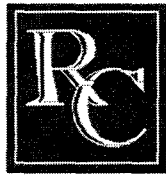
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 30th, 2020
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President



RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

BIDDERS QUALIFICATIONS

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Weslaco
255 S. Kansas Ave.

ADDRESS: Weslaco, TX 78596

SUBMITTED BY: Rigney Construction, LLC

NAME: John Rigney

ADDRESS: 7011 N. Seminary Rd.
Edinburg, Texas 78541

PRINCIPAL OFFICE: same

☐ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☒ Other Limited Liability Company

NAME OF PROJECT (if applicable): Pleasantview & 11th St.
Drainage Improvements

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?
20+ years

§ 1.2 How many years has your organization been in business under its present business name?
4 years

§ 1.2.1 Under what other or former names has your organization operated?
Rigney Construction & Development, LLC

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: N/A

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: January 2016

§ 1.4.2 Type of partnership (if applicable): LLC

§ 1.4.3 Name(s) of general partner(s)

John Rigney and Luis Adrian Rodriguez

Lloyd Rigney and Andrew Rigney

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: N/A

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

State of Texas

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Texas

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Perform all phases of construction except Mechanical, Electrical and Plumbing

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attachment

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attachment

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached resumes

§ 4. REFERENCES

§ 4.1 Trade References:

Rio Grande Steel 956-702-4434

Central Ready Mix 956-787-2583 RE Friedrichs Co. 956-687-8261

§ 4.2 Bank References:

Texas National Bank - 6901 N. 10th St. - McAllen, Texas

956-627-6800

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Hartford Fire Insurance Company

§ 4.3.2 Name and address of agent: Andy Alvarez

Valley Insurance Providers

P.O. Box 3783 - McAllen, Texas 78502

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

For Confidential Use Only

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Juan Carlos Velez
P.O. Box 6569
McAllen, Texas 78502

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 30th day of July, 2020

Name of Organization: Rigney Construction, LLC

By:

John Rigney
John Rigney

Title: President

§ 6.2

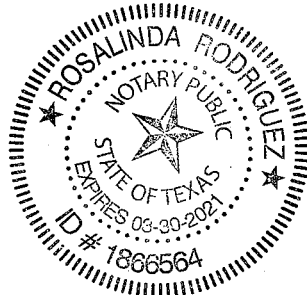
Mr. John Rigney being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 30th day of July 20 20

Notary Public:

Rosalinda Rodriguez

My Commission Expires: March 30, 2021



RIGNEY CONSTRUCTION, LLC - CURRENT PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days for Completion
Black Bear Diner Shell Building Only		3867 N. Expressway 77 Brownsville, TX	Ricardo Rubiano Rubiano Commercial	n/a		New Construction	180 days
McAllen Public Works Automotive Expansion & Elevator	8,160 sf	4201 N Bentsen Rd McAllen, TX	Zef Mendoza City of McAllen P.O. Box 220 McAllen, TX	David Negrete Negrete Kolar Architects 204 E. Stubbs Edinburg, TX 956-386-0611	\$986,000.	New Construction and Elevator	May 2020

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

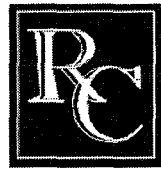
Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
Weslaco Athletic Renovations at WEHS & WHS	13,375 sf 22,255 sf	1005 W. Pike Blvd. and 810 S. Pleasantview Dr. Weslaco, Texas	Americo Garza Weslaco ISD 319 W. 4 th St. Weslaco, Texas 956-	David Iglesias PBK Architects 3900 N. 10 th St., Suite 810 McAllen, Texas 956-687-1330	\$5,276,000.	New Construction and Renovations	Dec 2019
Produce Road Warehouse		914 E. Produce Rd. Hidalgo, TX	Robert Diaz Fresh Imports	n/a		New Construction and Renovations	Dec 2019
The Door Church	52,609 sf	2724 N. McColl McAllen, TX	Pastor Gutierrez The Door Fellowship Christian Church 900 Business 83 McAllen, TX	Rudy Molina Milnet Architectural Services 608 S. 12 th Street McAllen, TX 956-688-5656	\$4,100,000.	New Construction	August 2019
NRL Mortgage	1,500 sf	3832 S. McColl Suite 3 Edinburg, TX	Ricardo Rubiano			Tenant Finish Out	November 30, 2019
Lebanese Bistro	3,100 sf	3832 S. McColl Edinburg, tX	Ricardo Rubiano			Tenant Finish Out	June 1, 2019
Pavilions and Restroom Building at Mary Hoge MS, Cuellar MS and Central MS	6,000 sf 6,000 sf 1,290 sf	2302 N. Int'l Blvd. 1201 S. Bridge Ave. 506 East 6 th St. Weslaco, Texas	Baldemar Garcia Weslaco ISD 312 W Fifth St Weslaco, Texas 956-969-6500	Eli Alvarado Alvarado Architect & Associates 307 S. Main St. Donna, Texas 956-464-8258	\$1,130,000.	New Construction	February 2019

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

[illegible]

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
Hidalgo County Precinct 4 "M" Road Building		1124 N. "M" Road Edinburg, Texas	Hidalgo County Precinct No. 4	Trey Murray Halff Associates 5000 W Military Road McAllen, Texas	\$132,000.	Remodel	
Doc Popcorn		RGV Premium Outlets, Unit 650 Mercedes, Texas	Christopher D. Curl Lucky C Investments 13609 Borolo Dr. Edinburg, Texas	Jeffery K. Baker 6373 Silverstram Frisco, Texas	\$58,400.	Remodel	45 Calendar Days



RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

John A. Rigney

RESUME

John A. Rigney was born in 1970 in McAllen, Texas and graduated High School from Pharr-San Juan-Alamo ISD in 1988. He received a Bachelor of Science in Manufacturing Engineering from University of Texas Pan American in 1996 and after building a career as a General Contractor for over 25 years, he then went back to school and received a Doctor of Jurisprudence from St. Mary's University in May 2014 and was licensed in as an attorney in Texas in November 2014.

John A. Rigney started in the construction industry as a simple yardman, handyman and painter at the age of 11 after his father's passing. He went on to do remodeling, additions, and re-roofing of homes until the age of 17 when in addition to remodeling, he began building complete homes as a general contractor. This provided him with the means to pay for his college career.

After receiving his Bachelor's degree, he grew his business from solely residential construction to include commercial construction under the company Rigney Construction, LLC. He now has completed various types of projects such as Public and Private Schools, Housing, Apartment Complexes, Office Buildings, Agricultural Facilities, Public Parks, Public Swimming Pools, and Recreation Facilities. Some projects have been private work, design-build and competitive bidding.

John A. Rigney continues to strive to make Rigney Construction, LLC. a Christ centered company who focuses on quality construction. He believes that God has blessed him with the talent and abilities he has been given and focuses on using them to honor Jesus Christ through quality construction and services.

Pedro Armando Gutierrez

11435 N. Bryan Road • Mission, Texas 78573 • (956) 221-4400 • totalcommitmentconstruction@yahoo.com

CONSTRUCTION MANAGER

- 30-year record of success overseeing all phases of multimillion-dollar construction, paving and environmental projects for government and private-sector clients. Experience includes managing crews in concrete paving & works / HMAC paving / utility installations / earthwork / block work/demolitions / hauling / site clearing / erections of fabricated buildings / general construction specializing in commercial construction & experienced in residential .
- Respected leader with extensive experience developing high net worth relationships and referral networks, delivering exceptional results through business development and client management, establishing lasting relationships and secure alliances.

Key Skills

- Construction/Demolition Projects
- Subdivision Development Projects
- Environmental Remediation Projects
- Site Safety/OSHA Compliance
- QA/QC/Field Engineering
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

TOTAL COMMITMENT CONSTRUCTION, LLC (Mission, TX) — President / Projects Manager, 3/09 to Present

TOTAL COMMITMENT, LLC (Mission, TX) — Consultant / Construction Project Manager, 2/05 to Present

PROFESSIONAL PAVING SERVICES (McAllen, TX) — Site Supervisor / Field Engineer, 5/03 to 1/05

STRONGHOLD CONSTRUCTION, INC. (Mission, TX) Self-Employed, 02/90 to 11/02

L & M Masonry (Mission, Tx) Block layer / Supervisor 01/87 to 11/90

Project Highlights KEY PROJECT LIST

- | | | |
|-------------------------------|------------------|---------------|
| • Edinburg Industrial Park | Edinburg, Texas | \$4.5 Million |
| • Anzalduas Toll Plaza | McAllen, Texas | \$2.2 Million |
| • Ash Street | McAllen, Texas | \$2.6 Million |
| • Santa Lucia Apartments | Mission, Texas | \$3.1 Million |
| • Brazil & Teege | Harlingen, Texas | \$1.9 Million |
| • Pharr Town Center (Academy) | Pharr, Texas | \$2.6 Million |
| • Jackson Place Apartments | Pharr, Texas | \$5.1 Million |

Education

McAllen High School (1985). On the Job Work Experience since 1986 Holding several multi-million dollar Corporations in Construction Industry.

Achievements

Recognized Most Successful Hispanic in 1994 by the local Chamber of Commerce.

RIGNEY CONSTRUCTION, LLC - CURRENT PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days for Completion
Black Bear Diner Shell Building Only	5,500 sf	3867 N. Expressway 77 Brownsville, TX	Ricardo Rubiano Rubiano Commercial	n/a	\$600,000.	New Construction	August 2020
McAllen Public Works Automotive Expansion & Elevator	8,160 sf	4201 N Bentsen Rd McAllen, TX	Zef Mendoza City of McAllen P.O. Box 220 McAllen, TX	David Negrete Negrete Kolar Architects 204 E. Stubbs Edinburg, TX 956-386-0611	\$986,000.	New Construction and Elevator	August 2020

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
Weslaco Athletic Renovations at WEHS & WHS	13,375 sf 22,255 sf	1005 W. Pike Blvd. and 810 S. Pleasantview Dr. Weslaco, Texas	Americo Garza Weslaco ISD 319 W. 4 th St. Weslaco, Texas 956-	David Iglesias PBK Architects 3900 N. 10 th St., Suite 810 McAllen, Texas 956-687-1330	\$5,276,000.	New Construction and Renovations	Dec 2019
Produce Road Warehouse		914 E. Produce Rd. Hidalgo, TX	Robert Diaz Fresh Imports	n/a		New Construction and Renovations	Dec 2019
The Door Church	52,609 sf	2724 N. McColl McAllen, TX	Pastor Gutierrez The Door Fellowship Christian Church 900 Business 83 McAllen, TX	Rudy Molina Milnet Architectural Services 608 S. 12 th Street McAllen, TX 956- 688-5656	\$4,100,000.	New Construction	August 2019
NRL Mortgage	1,500 sf	3832 S. McColl Suite 3 Edinburg, TX	Ricardo Rubiano			Tenant Finish Out	November 30, 2019
Lebanese Bistro	3,100 sf	3832 S. McColl Edinburg, tX	Ricardo Rubiano			Tenant Finish Out	June 1, 2019
Pavilions and Restroom Building at Mary Hoge MS, Cuellar MS and Central MS	6,000 sf 6,000 sf 1,290 sf	2302 N. Int'l Blvd. 1201 S. Bridge Ave. 506 East 6 th St. Weslaco, Texas	Baldemar Garcia Weslaco ISD 312 W Fifth St Weslaco, Texas 956-969-6500	Eli Alvarado Alvarado Architect & Associates 307 S. Main St. Donna, Texas 956-464-8258	\$1,130,000.	New Construction	February 2019

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
HCDD #1 J09 Drain Improvements Phase II Roadway & Field Crossing		Big 5 Road Crossing/Eubanks Road Crossing/ County Road Crossing/ Irrigation Crossing/Monmack Road Crossing	Moises Salazar Hidalgo County Drainage Dist. #1 902 N. Doolittle Rd Edinburg, Texas 956-292-7080	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, TX 956-424-7898	\$516,587.	New Drainage Improvements	January 25, 2019
Brush Country GCD – New District Office Facility	3,081 sf	Jersey Drive and State Highway 285 (Rice Street) Falfurrias, TX	Felix Saenz Brush Country GCD Brooks County 732 W. Rice St. Falfurrias, TX 361-325-5093	Rudy Molina Milnet Architectural Services 608 S. 12 th Street McAllen, Texas 956-688-5656	\$674,857.	New Construction	September 18, 2018
Liberty Middle School	Gym/10,541sf Concession Stand/2,160 sf	1212 N. Fir St. Pharr, Texas	Gerardo Lopez PSJA ISD 601 E Kelly Pharr, TX 956-354-2075	Eddie G. Vela EGV Architects 220 S. Bridge St. Hidalgo, Texas 956-843-2987	\$3,735,000.	New Athletic Gym Concession Building Softball Field	January 1, 2018
City of McAllen Anti-Gang Facility	24,800 sf	1501 Pecan Blvd McAllen, Texas	Zef Mendoza City of McAllen P.O. Box 220 McAllen, TX 956-867-7599	Esteban Zamora Negrete Kolar Architects 204 E. Stubbs Edinburg, Texas 956-386-0611	\$2,484,000.	Remodel	September 2017
San Perlita ISD New Elementary School & Gymnasium Improvements	New Elem 12,625 sf Gym/1,650 sf	22987 Trojan Drive San Perlita, Texas	Mr. Pena San Perlita ISD P.O. Box 30 San Perlita, TX 956-248-5563	Meg Jorn Megamorphosis 324 W Van Buren Harlingen, Texas 956-428-1779	\$2,524,500.	New Elementary School & Gymnasium Improvements	August 2017

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
Hidalgo County Precinct 4 "M" Road Building		1124 N. "M" Road Edinburg, Texas	Hidalgo County Precinct No. 4	Trey Murray Halff Associates 5000 W Military Road McAllen, Texas	\$132,000.	Remodel	
Doc Popcorn		RGV Premium Outlets, Unit 650 Mercedes, Texas	Christopher D. Curl Lucky C Investments 13609 Borolo Dr. Edinburg, Texas	Jeffery K. Baker 6373 Silverstram Frisco, Texas	\$58,400.	Remodel	45 Calendar Days

Rigney Construction, LLC

**Financial Statements
&
Supplementary Data**

December 31, 2019

Rigney Construction, LLC

Table of Contents

Financial Statements

	Page
Independent Accountant's Review Report	1
Balance Sheet	2
Statement of Income	3
Statement of Changes in Member's Capital	4
Statement of Cash Flows	5
Notes to Financial Statements	6

Supplementary Data

Independent Accountant's Report on Supplementary Data	14
Schedule of Construction in Progress	15
Schedule of Completed Jobs	16
Schedules of Cost of Construction	17
Schedules of Operating Expenses	18

To the Members
Rigney Construction, LLC
Edinburg, Texas 78541

I have reviewed the accompanying balance sheet of Rigney Construction, LLC (a Limited Liability Company) as of December 31, 2019, and the related statements of income, changes in members' capital and cash flow for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with *Statements on Standards for Accounting and Review Services* issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.



Juan Carlos Vélez, CPA
July 13, 2020

RIGNEY CONSTRUCTION, L.L.C.**Balance Sheet
December 31, 2019****ASSETS**

Current Assets

Cash	\$ 277,401
Receivables:	
Trade	1,734,805
Retainage	351,152
Employees	203
Federal Taxes	-
Costs and estimated earnings in excess of Billings on uncompleted contracts	<u>1,083</u>

Total Current Assets \$ 2,364,644

Fixed Assets

Land	75,000
Furniture & Fixtures	-
Machinery & Equipment	224,695
Vehicles	68,101
Mobile Offices	-
Trailer-Office	-
Building	<u>125,040</u>
	492,836
Less Accumulated Depreciation	<u>141,349</u>

Total Fixed Assets 351,487

Other Assets

Investment - Property	<u>170,000</u>
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Total Other Assets 170,000

TOTAL ASSETS \$ 2,886,131

See independent accountant's review report.

Notes to financial statements form an integral part of these statements.

RIGNEY CONSTRUCTION, L.L.C.
Balance Sheet
December 31, 2019

LIABILITIES & EQUITY

Current Liabilities

Current maturities of long-term debt	\$ 52,590
Payables:	
Trade	542,193
Retainage	567,464
Payroll taxes payable	674
Billings in excess of costs and estimated earnings on uncompleted contracts	12,562
State franchise tax payable	<u>2,089</u>

Total Current Liabilities	\$ 1,177,572
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Long Term Liabilities

Long-term debt less current maturities	109,511
Member note payable	<u>571,141</u>

Total Long Term Liabilities	<u>680,652</u>
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Total Liabilities	1,858,224
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Member's Capital	<u>1,027,906</u>
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TOTAL LIABILITIES & EQUITY	<u><u>\$ 2,886,131</u></u>
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RIGNEY CONSTRUCTION, L.L.C.
Statement of Income
For the Year Ended December 31, 2019

Construction revenue	\$ 8,964,597
Cost of construction	<u>8,606,637</u>
Gross Profit	357,960
Operating Expenses	<u>112,471</u>
Operating Income	<u>245,490</u>
Other Income (expense):	
Interest Income	-
Interest Expense	(5,933)
Dividend Income	11,646
Administrative Fees	-
Insurance Proceeds	-
Guaranteed Payments to Members	(52,000)
Gain/Loss on Sale of Fixed Assets	<u>-</u>
Other Income (expense)	(46,287)
Income before State franchise tax	199,203
State franchise tax	<u>2,792</u>
Total Net Income	<u><u>\$ 196,411</u></u>

*See independent accountant's review report.
Notes to financial statements form an integral part of these statements.*

RIGNEY CONSTRUCTION, L.L.C.
Statement of Changes in Member's Capital
For the Year Ended December 31, 2019

Balance at December 31, 2018	\$ 881,495
Net Income - year ended December 31, 2019	196,411
Contributions from members	-
Distributions to members-net	<u>(50,000)</u>
Balance at December 31, 2019	<u><u>\$ 1,027,905.63</u></u>

See independent accountant's review report.
Notes to financial statements form an integral part of these statements.

RIGNEY CONSTRUCTION, L.L.C.
Statement of Cash Flows
For the Year Ended December 31, 2019

Cash Flows from Operating Activities:	
Net Income	\$ 196,411
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	78,919
Increase in accounts receivable	(477,676)
Decrease in receivable from employees	347
Decrease in costs and estimated earnings in excess of billings on uncompleted contracts	116,785
Increase in accounts payable	6,002
Decrease in accrued liabilities	(103)
Increase in State franchise tax payable	1,544
Increase in billings in excess of costs and estimated earnings on uncompleted contracts	1,581
Net cash flow from operating activities	<u>(76,190)</u>
Cash Flows from Financing Activities:	
Decrease in capital	(50,000)
Business Loan	(100,000)
Increase in Notes Payable from members	506,229
Net increase in long-term borrowings	68,005
Net cash flow from financing activities	<u>424,234</u>
Cash Flows from Investing Activities:	
Decrease in fixed assets	-
Purchase of furniture and fixtures	-
Purchase of vehicles	-
Purchase of machinery and equipment	(139,695)
Purchase of land	-
Purchase of office building	-
Investment in property	-
Net cash flow from investing activities	<u>\$ (139,695)</u>
Net decrease in cash	208,349
Cash at January 1, 2019	<u>69,051</u>
Cash at December 31, 2019	<u><u>\$ 277,401</u></u>

See independent accountant's review report.

Notes to financial statements form an integral part of these statements.

Rigney Construction, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies

Reporting Entity and Nature of Operations

Rigney Construction, LLC (the "Company") derives substantially all its revenue as a general contractor for both private and governmental enterprises. The Company generally performs construction only in Texas. Substantially all the Company's receivables are from customers located in these areas.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates inherent in the accompanying financial statements include estimated costs on incomplete contracts.

Trade Accounts Receivable

The allowance for doubtful accounts is established as losses are estimated to have occurred through a provision for bad debts charged to earnings. Losses are charged against the allowance when management believes the uncollectibility of a receivable is confirmed. Subsequent recoveries, if any, are credited to the allowance. The allowance for doubtful accounts is evaluated on a regular basis by management and is based on historical experience and specifically identified questionable receivables. The evaluation is inherently subjective as it requires estimates that are susceptible to significant revision as more information becomes available.

Depreciation

Property and equipment are stated at cost. Depreciation is calculated on the double declining balance method based on the following estimated useful lives: machinery, equipment, and vehicles 5 to 7 years; and furniture and fixtures - 7 years. Depreciation is calculated on the straight line method for buildings based on the estimated useful life of 39 years.

See independent accountant's review report

Rigney Construction, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies (continued)

Impairment of Long-Lived Assets

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by Management in performing this assessment include current operating results, trends and prospects, and the effects of obsolescence, demand, competition, and other economic factors. The Company did not recognize an impairment loss during the year ended December 31, 2019.

Revenue and Cost Recognition

Construction and Related Services

Revenues from fixed-fee and modified fixed-price contracts are recognized on the percentage-of-completion method, measured by the cost-to-cost method. This method is used because management considers costs incurred to date to be the best available means of progress on these contracts. Revenue from cost-plus fee contracts and time-and-charge contracts is recognized on the basis of actual costs incurred during the period plus the fee earned.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on incomplete contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Management believes that its estimates of the percentage-of-completion and earnings or losses on contracts are reasonable; however, due to the nature of the contracting business and the type of contracts, the current estimates of the percentage-of-completion and earnings or losses on contracts may differ materially from the ultimate results upon completion of the contracts.

See independent accountant's review report

Rigney Construction, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies (continued)

Revenue and Cost Recognition (continued)

Construction and Related Services (continued)

Some contracts have certain milestone due dates that must be met, or the Company could be subject to penalties for liquidated damages if claims are asserted by the customer, and the Company is responsible for the delays. These contractual requirements generally relate to specified activities that must occur for a project by a specified date. Each contract defines the conditions under which a customer may make a claim against the Company for such damages. Management has determined that no claims for liquidated damages meet the criteria for accrual at December 31, 2019.

Profit incentives are included in revenues when their realization is reasonably assured. An amount equal to contract costs attributable to claims is included in revenues when realization is probable and the amount can be reliably estimated.

The asset, "costs and estimated earnings in excess of billings," represents revenues recognized in excess of amounts billed on incomplete contracts. The liability, "billings in excess of costs and estimated earnings," represents billings in excess of revenues recognized on incomplete contracts.

Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to the members in accordance with their respective percentage ownerships. Therefore, no provision or liability for income taxes has been included in the financial statements.

The Company is subject to the Texas gross margin tax.

Contingencies

Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

See independent accountant's review report

Rigney Construction, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies (continued)

Contingencies (continued)

If the assessment of a contingency indicates it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates a potentially material loss contingency is not probable, but is reasonably possible, or is probable, but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the guarantees would be disclosed.

Advertising

Advertising costs totaled approximately \$1,515 for the year ended December 31, 2019, are expensed as incurred.

Subsequent Events

The Company has evaluated subsequent events that occurred after December 31, 2019, through the issuance of this report on July 13, 2020. Any material subsequent events that occurred during this time have been properly recognized or disclosed in the financial statements.

2. Fair Value Measurements and Disclosures

The requirements of *Fair Value Measurements and Disclosures* of the ASC apply to all financial instruments and all nonfinancial assets and nonfinancial liabilities that are being measured and reported on a fair value basis.

The fair value of the Company's cash, cash equivalents, and trade and retainage accounts receivable and payables approximate the carrying amounts of such instruments due to their short maturity. The fair value of the debt approximates the carrying amount because the rate and terms currently available to the Company approximate the rate and terms on the existing debt.

See independent accountant's review report

Rigney Construction, LLC

Notes to Financial Statements

3. Costs and Estimated Earnings on Incomplete Contracts and Backlog

The costs, estimated earnings, and billings on incomplete contracts as of December 31, 2019, are as follows:

Amended contract amount	\$6,262,000
Revenue recognized to date	<u>5,298,720</u>
Unearned contract amount backlog	<u>\$963,280</u>
Cost to date	\$5,124,560
Estimated cost to complete	<u>908,230</u>
Estimated total cost	<u>\$6,032,790</u>
Billings to date	<u>\$5,310,199</u>
Costs and estimated earnings in excess of billings on incomplete contracts	<u>\$ 1,083</u>
Billings in excess of costs and estimated earnings on incomplete contracts	<u>\$ 12,562</u>

All contracts in progress at December 31, 2019, were fixed-price contracts.

4. Depreciation

Depreciation expense for the year ended December 31, 2019, is reflected in the accompanying financial statements as follows:

Cost of construction	\$ 75,713
Operating expenses	<u>3,206</u>
	<u>\$ 78,919</u>

See independent accountant's review report

Rigney Construction, LLC

Notes to Financial Statements

5. Related Party Transactions

The Company has a note payable to a member for \$571,141 at December 31, 2019.

6. Investments

The Company has an investment in a residence at 2208 South 47th, McAllen, Texas purchased for \$170,000 on August 15, 2018.

7. Long-Term Debt

Long-term debt as of December 31, 2019, consists of the following:

Note payable to Ford Motor Credit in monthly installments of \$1,313, including interest at 3.89%; due October 2021; collateralized by a vehicle	\$27,798
Note payable to Texas National Bank in monthly installments of \$1,442, including interest at 7.5%, due May 2022, collateralized by equipment.	38,083
Note payable to Texas National Bank in monthly installments of \$2,351, including interest at 7.0%, due November 2023, collateralized by equipment.	96,220
Less current maturities	<u>52,590</u>
	<u><u>\$109,511</u></u>

See independent accountant's review report.

Rigney Construction, LLC

Notes to Financial Statements

Aggregate maturities required on long-term debt at December 31, 2019, were as follow:

Year ending December 31,	
2020	52,590
2021	52,824
2022	32,437
2023	<u>24,251</u>
	<u>\$162,101</u>

Interest expense totaled \$5,933 for the year ended December 31, 2019.

9. Income Taxes

Taxable income is reported on the federal tax returns of the Company's members. Accordingly, no provision has been made for federal income tax in the accompanying financial statements.

Due to various timing differences, income is recognized in different periods for tax reporting purposes than for financial statement purposes. Temporary differences result from different methods of reporting income and expenses for financial statement and tax purposes. For tax purposes, the company uses accelerated depreciation methods and uses the straight-line method for financial statement purposes. The Company reports its income and expenses on the cash basis for tax purposes and on the accrual method for financial statement purposes.

10. Commitments and Contingent Liabilities

Surety Bonds

The Company, as a condition for entering into some of its construction contracts, had outstanding surety bonds as of December 31, 2019.

See independent accountant's review report.

Rigney Construction, LLC

Notes to Financial Statements

11. Customers and Credit Risk

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation up to a minimum of \$250,000. The Company has not experienced any losses in such accounts.

In 2019, the Company's revenue was substantially all made on credit to various customers in Texas. The Company evaluates credit risks on an individual basis before extending credit to its customers. The Company estimates an allowance for doubtful accounts based upon the creditworthiness of its customers, as well as general economic conditions. Consequently, an adverse change in those factors could affect the Company's estimate of its bad debts. Management believes the Company has recognized all losses on uncollectible accounts.

See independent accountant's review report.

Supplementary Data

Independent Accountants' Report on Supplementary Data

To the Members
Rigney Construction, LLC
Edinburg, Texas

My review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the basic financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary data which follows is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary data has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements but was compiled from data that is the representation of management, without audit or review, and, accordingly, we do not express an opinion or any other form of assurance on such data.



Certified Public Accountant
July 13, 2020

Rigney Construction, LLC
Schedule of Construction in Progress
December 31, 2019

	Amended Contract	Estimated Total Cost	Estimated Contract Profit	Costs to Date
JOBS IN PROGRESS:				
Weslaco Athletics Renovations WEHS/WHS	5,276,000	5,122,567	153,433	4,966,619
McAllen Public Warehouse Addition	<u>986,000</u>	<u>947,223</u>	<u>38,777</u>	<u>157,940</u>
TOTAL JOBS IN PROGRESS	<u><u>\$ 6,262,000</u></u>	<u><u>\$ 6,069,790</u></u>	<u><u>\$ 192,210</u></u>	<u><u>\$ 5,124,559</u></u>

See independent accountant's report on supplemental data

Percent Complete	Revenue Recognized to Date	Billings to Date	Cost and Estimated Earning in Excess of Billings	Billings In Excess of Costs and Estimated Earnings
96.96%	5,130,404	5,129,322	1,083	-
16.67%	<u>168,315</u>	<u>180,877</u>	<u>-</u>	<u>(12,562)</u>
	<u>\$ 5,298,719</u>	<u>\$ 5,310,199</u>	<u>\$ 1,083</u>	<u>\$ (12,562)</u>

Rigney Construction, LLC
Schedule of Completed Jobs
For the Year Ended December 31, 2019

	Contract Amount	Cost	Total Gross Profit Recognized
COMPLETED JOBS:			
Dawson RGV Sector Ph 2 Bonding	\$ 118,198	\$ 54,447	\$ 63,751
Weslaco Pavilions & Restroom Bldg @ 3 MS	1,098,377	1,073,506	24,871
Brush Country District Office Facility	639,557	544,668	94,889
HC Drainage Dist #1-J09Drain Improvements	<u>570,311</u>	<u>513,958</u>	<u>56,353</u>
 COMPLETED JOBS	 <u><u>\$ 2,426,443</u></u>	 <u><u>\$ 2,186,579</u></u>	 <u><u>\$ 239,864</u></u>

See independent accountant's report on supplemental data

RIGNEY CONSTRUCTION, L.L.C.

Schedule of Cost of Construction

For the Year Ended December 31, 2019

Subcontractors	\$	7,130,997
Materials		937,174
Equipment Rental		9,160
Depreciation		75,713
Amounts Allocated from Operating Expenses		453,593
	\$	<u>8,606,637</u>

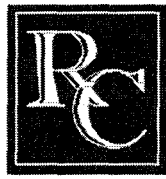
See independent accountant's report on supplementary data

RIGNEY CONSTRUCTION, L.L.C.
Schedule of Operating Expenses
For the Year Ended December 31, 2019

Advertising	1,515
Alarm Service	130
Bad Debts	-
Bank Charges	1,234
Bid Deposit	-
Bond Expense	67,344
Contributions	-
Computer & Internet Expense	1,404
Consulting Fees	-
Delivery Service	10,486
Dues & Subscriptions	2,174
Fingerprint Services	-
Landscaping	-
Legal & Professional Expense	1,550
Licenses & Permits	-
Meals & Entertainment	5,715
Office Expense	3,458
Payroll Job Expenses	267,039
Payroll Office Expense	-
Printing & Reproduction	-
Postage & Delivery	221
Tools & Machinery	1,050
Travel Expense	203
Travel - Out of Town Meals	263
Fuel for Equipment	-
Depreciation	3,206
Warranty Work	-
Automobile Expense	37,498
Insurance	
Builders Risk	11,753
Automobile	14,183
Employee Health	-
Equipment Insurance	1,674
Liability Insurance	41,637
Workers Comp. Insurance	-
Other Insurance	5,045
Repairs & Maintenance	
Office & Warehouse	272
Equipment	4,898
Utilities	9,488
Telephone	2,121
Taxes - Property	70,503
Less amounts allocated to job costs	(453,593)

112,471

See independent accountant's report on supplementary data



RIGNEY

CONSTRUCTION, LLC.

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CONSTRUCTION EXPERIENCE

RIGNEY CONSTRUCTION, LLC - CURRENT PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days for Completion
Black Bear Diner Shell Building Only	5,500 sf	3867 N. Expressway 77 Brownsville, TX	Ricardo Rubiano Rubiano Commercial	n/a	\$600,000.	New Construction	August 2020
McAllen Public Works Automotive Expansion & Elevator	8,160 sf	4201 N Bentsen Rd McAllen, TX	Zef Mendoza City of McAllen P.O. Box 220 McAllen, TX	David Negrete Negrete Kolar Architects 204 E. Stubbs Edinburg, TX 956-386-0611	\$986,000.	New Construction and Elevator	August 2020

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
Weslaco Athletic Renovations at WEHS & WHS	13,375 sf 22,255 sf	1005 W. Pike Blvd. and 810 S. Pleasantview Dr. Weslaco, Texas	Americo Garza Weslaco ISD 319 W. 4 th St. Weslaco, Texas 956-	David Iglesias PBK Architects 3900 N. 10 th St., Suite 810 McAllen, Texas 956-687-1330	\$5,276,000.	New Construction and Renovations	Dec 2019
Produce Road Warehouse		914 E. Produce Rd. Hidalgo, TX	Robert Diaz Fresh Imports	n/a		New Construction and Renovations	Dec 2019
The Door Church	52,609 sf	2724 N. McColl McAllen, TX	Pastor Gutierrez The Door Fellowship Christian Church 900 Business 83 McAllen, TX	Rudy Molina Milnet Architectural Services 608 S. 12 th Street McAllen, TX 956- 688-5656	\$4,100,000.	New Construction	August 2019
NRL Mortgage	1,500 sf	3832 S. McColl Suite 3 Edinburg, TX	Ricardo Rubiano			Tenant Finish Out	November 30, 2019
Lebanese Bistro	3,100 sf	3832 S. McColl Edinburg, tX	Ricardo Rubiano			Tenant Finish Out	June 1, 2019
Pavilions and Restroom Building at Mary Hoge MS, Cuellar MS and Central MS	6,000 sf 6,000 sf 1,290 sf	2302 N. Int'l Blvd. 1201 S. Bridge Ave. 506 East 6 th St. Weslaco, Texas	Baldemar Garcia Weslaco ISD 312 W Fifth St Weslaco, Texas 956-969-6500	Eli Alvarado Alvarado Architect & Associates 307 S. Main St. Donna, Texas 956-464-8258	\$1,130,000.	New Construction	February 2019

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
HCDD #1 J09 Drain Improvements Phase II Roadway & Field Crossing		Big 5 Road Crossing/Eubanks Road Crossing/ County Road Crossing/ Irrigation Crossing/Monmack Road Crossing	Moises Salazar Hidalgo County Drainage Dist. #1 902 N. Doolittle Rd Edinburg, Texas 956-292-7080	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, TX 956-424-7898	\$516,587.	New Drainage Improvements	January 25, 2019
Brush Country GCD – New District Office Facility	3,081 sf	Jersey Drive and State Highway 285 (Rice Street) Falfurrias, TX	Felix Saenz Brush Country GCD Brooks County 732 W. Rice St. Falfurrias, TX 361-325-5093	Rudy Molina Milnet Architectural Services 608 S. 12 th Street McAllen, Texas 956-688-5656	\$674,857.	New Construction	September 18, 2018
Liberty Middle School	Gym/10,541sf Concession Stand/2,160 sf	1212 N. Fir St. Pharr, Texas	Gerardo Lopez PSJA ISD 601 E Kelly Pharr, TX 956-354-2075	Eddie G. Vela EGV Architects 220 S. Bridge St. Hidalgo, Texas 956-843-2987	\$3,735,000.	New Athletic Gym Concession Building Softball Field	January 1, 2018
City of McAllen Anti-Gang Facility	24,800 sf	1501 Pecan Blvd McAllen, Texas	Zef Mendoza City of McAllen P.O. Box 220 McAllen, TX 956-867-7599	Esteban Zamora Negrete Kolar Architects 204 E. Stubbs Edinburg, Texas 956-386-0611	\$2,484,000.	Remodel	September 2017
San Perlita ISD New Elementary School & Gymnasium Improvements	New Elem 12,625 sf Gym/1,650 sf	22987 Trojan Drive San Perlita, Texas	Mr. Pena San Perlita ISD P.O. Box 30 San Perlita, TX 956-248-5563	Meg Jorn Megamorphosis 324 W Van Buren Harlingen, Texas 956-428-1779	\$2,524,500.	New Elementary School & Gymnasium Improvements	August 2017

RIGNEY CONSTRUCTION, LLC - COMPLETED PROJECTS

Project Name	Project Size in Sq. Ft.	Location	Owner's Representative that dealt with Construction	Architect	Contract Amount	Unique Features	Completion Date and/or Days to Complete
Hidalgo County Precinct 4 "M" Road Building		1124 N. "M" Road Edinburg, Texas	Hidalgo County Precinct No. 4	Trey Murray Halff Associates 5000 W Military Road McAllen, Texas	\$132,000.	Remodel	
Doc Popcorn		RGV Premium Outlets, Unit 650 Mercedes, Texas	Christopher D. Curl Lucky C Investments 13609 Borolo Dr. Edinburg, Texas	Jeffery K. Baker 6373 Silverstram Frisco, Texas	\$58,400.	Remodel	45 Calendar Days

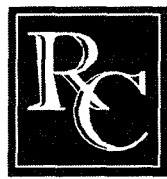


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Rigney Construction, LLC has not had an opportunity to work with City of Weslaco yet as an organization. We look forward to such an opportunity. We have worked with the Hidalgo County, HCDD #1, City of McAllen, Weslaco ISD, Brooks Country Groundwater Conservation District, San Perlita ISD, PSJA ISD districts. We are from here and our employees and subcontractors live here, invest and support businesses and charities here.

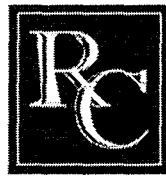


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Rigney Construction, LLC has not had an opportunity to work with SWG Engineering yet as an organization. We look forward to such an opportunity.



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Company Summary

Longevity:

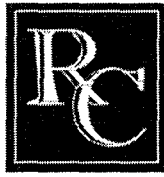
Rigney Construction, LLC was founded in 2016 and is based out of Edinburg, Texas. Modern Home Builder is its sister company, also founded by John Rigney in 1998. Born, raised and educated here, John is a Rio Grande Valley native.

Contractor/Client Relationship:

Rigney Construction has worked with several government entities over the past 20+ years; with school districts like Weslaco ISD, PSJA ISD and San Perlita ISD with municipalities like McAllen, County of Hidalgo, HCDD #1 and Brooks Country Groundwater Conservation District.

Professionalism:

Rigney Construction not only goes after the “big” jobs but is also there to serve their clients’ small needs. They respond quickly to warranty issues as well as a client’s little issues that come up such as fixing padding in a jail cell or repairing a door that doesn’t close properly. Their clients have learned they can rely on Rigney Construction to be there when they need them. Rigney Construction’s professional managers always return phone calls, most of the time on the same day but no later than 24 hours. They are not argumentative, combative or adversarial but approach projects with a team concept of working together with the owner and design professionals to produce a quality product safely.



RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

Safety

Safety is given a high priority at Rigney Construction. Each member Rigney Construction's management team has authority to expel a worker from the job site found in violation of a safety practice. Tools or fuel containers found on site that do not comply with OSHA regulations are confiscated and removed from the site by Rigney's management team. Written warnings are issued to each subcontractor when a safety violation is observed by a Rigney Construction professional. Workers are not allowed to continue working without proper personal protective gear, with unsafe tools or in an unsafe environment.

Subcontractor Management

Most of the work performed on the project site is performed by subcontractors. The emphasis on safety must include a subcontractor management plan. A major component in this plan is the weekly safety meeting. Rigney Construction meets with all the subcontractor foremen working on site on a weekly basis and provides a safety class which the foreman must then go provide to their workers. The foremen later return a signed safety sheet to the project superintendent demonstrating that the safety meeting was provided by them to their employees.

Emergency Plan

Emergency numbers are posted in the project office on site in addition to a map showing the quickest route to the nearest hospital. In the event of an accident, the injured worker will either be taken to a hospital, medical clinic or leave in an ambulance depending upon the injury.

Safety History

Rigney Construction has never had any injuries on the job site that required medical attention. Nor has there ever been a fatality on a job site.

SAFETY PROGRAM

INDEX

SECTION I.	Accident Prevention Policy
SECTION II.	Job Site Safety Rules
SECTION III.	Personal Protective Equipment
SECTION IV.	Machine Guarding
SECTION V.	Electrical Safety
SECTION VI.	Material Handling & Storage
SECTION VII.	Hand & Power Tools & Equipment
SECTION VIII.	Fire Prevention & Protection
SECTION IX.	Welding & Burning Operations
SECTION X.	Mobile Equipment & Vehicles
SECTION XI.	Ladders
SECTION XII.	Scaffolds
SECTION XIII.	Fall Protection
SECTION XIV.	Trench Safety
SECTION XV.	Barricaded Areas
SECTION XVI.	Lift Truck Program
SECTION XVII.	Lockout / Tagout
SECTION XVIII.	Discipline Plan
SECTION XIX.	Alcohol & Drug Abuse Policy

RIGNEY CONSTRUCTION, LLC.

The first priority for every employee, no matter what your job may be, is *SAFETY*. Accidents do not just “happen.”

Carelessness in any work area can lead to an accident, and in many phases of our work we come in close proximity to potentially hazardous situations, materials and dangerous machinery.

Working safely is not just a matter of luck; it comes about by thinking and practicing safe work procedures until they become habits. This manual is intended to bring to your attention some basic work rules for safety. It is not intended to be an all-inclusive set of rules or standards. Safe practices aren't always instinctive and this booklet is intended to put safety foremost in your mind at all times. Read and re-read this guide to develop new insights on safety and remind yourself of the importance of safety in the workplace and in all phases of life.

Think before you act –

“What are the consequences for me and my co-workers of what I intend to do?”

For life's sake – *THINK SAFETY!*

I. ACCIDENT PREVENTION POLICY

- A. The management of **Rigney Construction LLC** is vitally interested in the health, safety and welfare of all company employees. Management accepts both the legal and moral responsibility for providing a safe and healthy environment for all employees and therefore, sets forth and endorses a vigorous safety program to prevent the occurrence of injuries and to avoid the suffering and economic loss that sometimes accompanies accidents and injuries. The company safety coordinator is designated as the point of contact for all safety issues and is responsible for the implementation and maintenance of this program.

POLICY

Rigney Construction LLC values the safety and health of all its employees. We believe in a systematic approach for identifying and evaluating hazards and further believe that it is vitally important to prevent accidents, injuries and illness in the workplace. Working towards compliance with all applicable regulations and guidelines, our policy is to use safe and healthful methods for any task, and the processes associated with that task.

- B. Any report of injury or accident involving damage to company or private property shall be reviewed and analyzed with a goal to identify any adverse trends that would be the basis for changing or creating policy to reverse the adverse trend. Annually, a review of the previous year's injuries and illness, as reported to OSHA shall be made to further evaluate the effectiveness of the safety program.
- C. **Rigney Construction LLC** shall keep records of safety orientations, safety meetings and safety training together with any records related to safety issues. Should an outside source be utilized for any such actions, the outside source may be designated to keep such records for this purpose and shall make them available for review, within a reasonable time, upon request.
- D. Safety shall be a topic of discussion for all employees at their basic orientation, at any monthly or quarterly meeting. Additionally, Hazard Communication & Material Safety Data Sheets (MSDS) shall be a training subject at any basic orientation and again, at least annually. Such training as well as any other safety training must be documented as to who provided the training and who received the training. This documentation must be available for review by regulatory agencies or senior management, as required.
- E. Job sites shall be routinely inspected to ensure that safe work practices are being applied. Supervisory personnel or an outside source, as designated by the company, may conduct job site inspections. Any discrepancies found on a job site inspection shall be documented and the Supervisor/ Foreman of that job site will correct the discrepancies and note that such corrections have been made. Any discrepancy not corrected shall be noted and an explanation of why it cannot be made or when corrections are expected. These notations shall be forwarded to Company Safety Coordinator by the Supervisor/ Foreman within 24 hours after being noted by a job site Inspector.

- F. Any accident involving personal injuries or damage to company or private property shall be investigated by management, or its designated representative, to determine the cause factors and to plan and record corrective actions.
- G. Annually, by the end January of that said year, this Safety Program shall be reviewed by **Rigney Construction LLC** to ensure its currency and effectiveness of the proper requirements. Likewise, when changes in operations, equipment or employee activities are noted, the Safety Program will also be reviewed to ensure its currency and effectiveness of program requirements.

Ia. SAFETY RESPONSIBILITIES

The safety rules and procedures set forth in this booklet are basic requirements for establishing a safe and healthful place in which to work. These rules are not intended to be all-inclusive since it is impossible to write a rule for every conceivable situation. It is, therefore, necessary that each employee exercise good judgement with his/her personal safety always uppermost in mind, in every task that he/she performs.

It is anticipated that all employees will vigorously and conscientiously apply these rules in the interest of reducing and eliminating job-related injuries. However, it is the responsibility of management and job superintendents to establish and maintain a safe work environment and to enforce safety rules. In recognition of this, **Rigney Construction LLC** will work toward:

1. Continuous safe and healthful working conditions
2. Consistent adherence to establish safe operating practices and procedures designed to prevent injury and illness.
3. Conscientious observance of all Federal, State, and Company safety rules.

Employees are responsible for the exercising of maximum care and good judgement in preventing accidents.

1. No job shall be considered efficiently completed, unless the employee has followed every precaution and safety rule to protect himself and his employees from bodily injury.
2. Employees shall offer safety suggestions. Such suggestions may contribute to a safe work environment.
3. Employees shall apply the principles of accident prevention in their daily work and shall use proper safety devices and protective equipment as required.
4. Employees shall properly care for all personal protective equipment provided by the company.
5. Employees shall make a prompt report to their supervisor of each accident, injury, and/or illness regardless of the degree of severity.
6. An employer's standard first report of injury is to be filled out for all injuries or occupational illness.

It must be understood that violators of these rules are subjecting themselves and their employees to unnecessary hazards and will be subject to disciplinary action when training and counseling do not change unsafe behavior.

II. JOB SITE SAFETY RULES

Compliance with safety rules and regulations under the Federal Occupational Safety and Health act of 1970 is mandatory as well as all state and local ordinances enacted for worker's safety.

Employees shall maintain a clean work site. A good job is a clean job and a clean job is a safe one. Keep your work area free from rubbish and debris.

Keep your mind on your work at all times. No horseplay on the job. Injury or termination, or both can be the result.

Fighting on the job site is cause for immediate dismissal.

Sanitation facilities have been provided for your use. Damaging or defacing these facilities is forbidden and will lead to disciplinary action.

Do not use an air compressor to blow dust or dirt from your clothes, hair, face, or hands.

Tripping hazards, protruding nails, scrap materials, and other hazardous conditions occurring during the course of the job shall be eliminated as work progresses.

Employees shall not attempt to work when ill or in any other unfit condition which may jeopardize the safety of themselves or others.

Any employee who is assigned a task which he/she has not been trained to do should immediately inform his/her supervisor.

Tools, machinery and equipment shall be operated only by employees who fully understand their use, have been trained and authorized to do so.

Employees shall exercise due care to prevent jeopardizing the safety of themselves or others.

All posted signs shall be obeyed. They are posted for your protection. Failure to do so is grounds for strict disciplinary action.

Never remove warning tags on any apparatus, valves, or switches. Only the person attaching a tag should remove it. To do so may cost someone his or her life. Defective tools and equipment shall not be put into service and shall be reported to management. Unsafe tools and equipment shall be taken out of service and properly tagged.

All unsafe conditions or practices shall be reported to your supervisor immediately. Employees shall examine their work area and equipment for unsafe conditions prior to proceeding with their work assignments.

Employees shall report all injuries to their supervisor.

No liquor, drugs, or drug paraphernalia will be allowed in on the job and anyone coming to work intoxicated or under the influence of any illegal substance will be terminated. Liquor and/or drugs are never to be carried or consumed in a vehicle – either company

owned or private when representing **Rigney Construction LLC**. This also applies to firearms, weapons, and explosives.

III. PERSONAL PROTECTIVE EQUIPMENT

Each employee must be adequately clothed. Minimum clothing for the upper body is a "T" shirt, except if working with a welder, and then the minimum clothing is a long-sleeved cotton shirt. Keep shirt on to prevent sunburn as well as protection against chemical burns, steam burns, weld splatter, and cuts.

Personal safety equipment must be worn as prescribed for each job. Safety glasses for eye protection, hard hats at all times within the confines of the construction area, gloves when handling materials, and safety shoes are highly recommended for protection against foot injuries when working in areas of possible hazards to feet and legs. Tennis shoes or sandals are not acceptable.

No one will remove, displace, damage, destroy or carry off any safety device provided for use on the job.

No one will interfere with the safety procedures and regulations, which have been adopted for the protection of job site personnel.

IV. MACHINE GUARDING

Be sure all guards are in place and do not remove guards. Only remove guards when adjusting or making repairs.

Never oil or lubricate equipment or machinery while it is running or in motion, except where motion is necessary to make adjustments.

V. ELECTRICAL SAFETY

Only authorized employees shall perform maintenance or repairs on electrical wiring or equipment.

Be sure the ground wire is connected to the machine and suitably grounded.

Keep clear of all electrical gear and wiring unless you are a qualified electrician.

All temporary electrical wiring shall be installed and maintained by qualified personnel in accordance with applicable codes.

Temporary electrical cords must be covered or elevated. They must be kept clear of walkways and other locations where they may be exposed to damage or create tripping hazards.

Equipment and vehicles shall not be driven over any power cable unless the cable has been physically protected from damage.

Electrical tools or equipment shall not be used unless they have been inspected. Damaged or defective electrical tools must be properly tagged and returned immediately to the tool room for repair.

Ground Fault Circuit Interrupters must be used or an effective assured grounding program in place.

VI. MATERIAL HANDLING & STORAGE

Heavy or awkward materials shall be moved with mechanical aid or with additional help to prevent a lifting hazard.

Learn to lift correctly – with the legs – not the back. If the load is too heavy, GET HELP.

Materials and supplies shall be neatly and securely stacked, blocked, and limited in height so as to be stable and in no danger of collapsing, sliding or falling over.

VII. HAND & POWER TOOLS & EQUIPMENT

Qualified persons will operate power-actuated tools. Do not use power tools until you have been properly instructed in safe work methods and authorized.

Power tools must have proper guards in place at all times. Power tools shall be hoisted or lowered by hand line; never by the cord or hose.

Cords and hoses must be kept out of walkway and off stairs and ladders. They must be placed so as not to create a tripping hazard or be subjected to damage from equipment or materials.

Safe operating procedures provided by the manufacturers of power actuated tools should be followed explicitly.

VIII. FIRE PREVENTION & PROTECTION

Smoking is allowed only in designated areas on the job, determined by the client's regulations. You will be advised about smoking areas in the first job site meeting. No smoking is strictly enforced due to the volatility of the materials we apply. Know where fire-fighting equipment is located and learn how to use it.

Welding, cutting, or other open flame or spark producing operations in areas classified hazardous is permitted only after determining all volatile materials are secured. A fire extinguisher should be available at all times when welding, or cutting.

Flammable and combustible liquids shall be dispensed from approved safety cans and stored in "safe" areas. Gasoline-powered equipment shall not be fueled while the engine is running.

Only approved solvents shall be used to clean parts and equipment. Solvents shall not be left in open containers when in use.

Oily rags, trash, and other combustible scrap materials shall be placed in their proper receptacles and discarded.

IX. WELDING & BURNING OPERATIONS

All oxygen and acetylene cylinders, whether full or empty, must be stored or handled in an upright position with the caps securely in place. Oxygen/Acetylene cylinders must be stored 20 feet apart.

Keep full or empty cylinders separated. Never place cylinders in hot places or expose them to the direct rays of the sun.

Soapy water is recommended in testing for cylinder leaks. Any leaky cylinder should be taken to an open area and the foreman needs to be notified of this condition immediately.

Leaky hoses on welding equipment should never be taped. Replace all such hoses.

Employees shall wear welding protective apparel, including proper density lenses.

When arc-welding near other workers, non-combustible screens must be used where possible to prevent welder's flash.

No cutting, welding, or burning shall be conducted where there is oil, grease, flammable liquids or gases, or combustible materials without first removing them from the area. Should it be impossible to remove them, they shall be protected by a metal barrier or some fire retardant material and a fire extinguisher shall be on hand.

Employees shall ensure there is adequate ventilation when welding, cutting, or burning in confined spaces or with exotic metals.

Do not use matches to light torches, spark igniters must be used. Torches must not be used to light smoking materials.

X. MOBILE EQUIPMENT & VEHICLES

Only authorized employees shall operate mobile equipment.
Mobile equipment or vehicles must be inspected before use.

Drivers will not move vehicles with riders (except pickups and automobiles).

Riding on the top of loads, fenders, running boards, sideboards, and gates, or with your legs dangling over the ends or sides of trucks will not be tolerated.

Sound your horn when backing a vehicle.

The parking brake must be set whenever the vehicle is parked. Equipment on an incline must have the wheels chocked.

XI. LADDERS

PROPER SELECTION

Select a ladder of proper length and type to reach the working height.

Select a ladder by type or working load to support the combined weight of the user and the materials and tools being used.

INSPECTION

Inspect all ladders before each use. Make sure all rivets, joints, nuts, and bolts are tight and that all feet, steps, and rungs are secure.

Keep the ladder clean, free from grease, oil, mud, wet paint, and other slippery materials.

Never make temporary repairs of damaged or missing parts, and never climb a damaged, bent or broken ladder.

PROPER SET UP

Place ladders on firm, level, surfaces with secure footing. Do not use ladders on slippery surfaces or place on boxes, unstable bases, or on scaffolds to gain additional height.

Do not let ladders of any material come into contact with live electrical wires.

Make sure stepladders are fully open, and the spreaders are secured.

Secure the base of extension ladders when raising, and never set up the ladders when extended. Set extension ladders at the proper angle by placing the ladder base at a

distance equal to one-fourth of the total working height of the ladder away from the base of the vertical support. Erect extension ladders with a minimum of three feet extending above rooflines on the working surface and tie the top at support points.

Where and when at all possible, use a second person to hold the ladder.

PROPER CLIMBING AND USE

Do not use ladders if you tire easily, are subject to fainting spells, and using medication.

Protect children by not leaving ladders set up and unattended.

Securely engage extension ladder locks before climbing and check that the top and bottom ends of the ladder are firmly supported.

Face the ladder when climbing up or down, keep body centered between side rails, maintain a firm grip and use both hands.

Never climb from one ladder to another.

Do not overreach, but rather move the ladder as needed. Keep ladders close to the work and thus, avoid pushing or pulling off to the side of the ladder.

Do not "walk," "shift," or "jog" ladders when standing on them.

Never use a ladder as a platform, plank, hoist or brace.

Never drop or apply an impact load to ladder.

For step ladders, do not use the top two steps.

PROPER CARE & STORAGE

Store ladders in safe and dry places. Hang extension ladders or racks with supports at intervals of six feet.

Properly secure ladders while in transit.

Never store materials on ladders. Never paint a wooden ladder. Keep ladders clean and free of all foreign materials.

Destroy ladders if they are broken, worn, or have been exposed to fire or chemical corrosion.

XII. SCAFFOLDS

GENERAL REQUIREMENTS

CAPACITY – SUPPORTED SCAFFOLDS

Components must be capable of supporting 4 times the maximum intended load. A competent person must design scaffolds.

PLATFORM CONSTRUCTION

Working level must be fully decked.

Scaffold walkways and platforms must be minimum 18" wide.

Platform ends must extend over centerline of its support at least 6" unless cleated or restrained by hooks.

Platform 10' or less in length shall not extend more than 12" over its support. Greater than 10' – 18" maximum.

If scaffold planks butt up to each other to make a longer platform, each must rest on a separate support.

Where scaffolds turn corners or change direction, any platform that rests on a bearer at an angle other than a right angle must be laid first.

Wood platforms shall not be covered with opaque finishes except to mark the ends for identification purposes.

SUPPORTED SCAFFOLD CRITERIA

Guys, tying, bracing, or equivalent means must restrain scaffolds with a height to width ratio greater than 4 to 1 (including outriggers).

Scaffold shall be tied at the closest horizontal member to the 4 to 1 heights & repeated every 20' for scaffold 3' wide or less; every 26' for scaffolds greater than 3' in width.

Scaffold shall also be tied at each end and horizontal intervals not to exceed 30'.

Must use base plates and mud sills or adequate firm foundation to support scaffold

ACCESS TO SCAFFOLDS

A safe means of access must be provided of platform if more than 2' above or below the point of access. Types of acceptable means:

1. Portable ladder
2. Hook-on ladder
3. Attachable ladder
4. Stair towers
5. Stairway type ladders
6. Ramps

7. Walkways
8. Integral prefabrication scaffold access
9. Direct access from the existing structure

Steps and rungs of ladders and stairway type access must be aligned vertically.

SCAFFOLD USE

Scaffold may not be loaded beyond its maximum capacity or intended load

Competent person must inspect scaffold and its components before each shift

Scaffolds must be erected, moved, dismantled, or altered only by experienced and trained employees under the supervision of a competent person

Debris shall not be allowed to accumulate on scaffold platform

Platform shall not deflect more than $1/60^{\text{th}}$ the span when loaded

FALL PROTECTION (SCAFFOLD)

Each employee on a scaffold more than 10' above the lower level shall be protected from the fall hazard

Guardrail system must be installed on all open sides and ends of the platform

The top rail must be between 38" and 45" in height.

Mid rails and other intermediate structures must be installed at half the height of the top rail.

Cross bracing can be used as a mid-rail if the crossing point of the two braces is between 20" and 30".

Cross bracing can be used as a top rail if the crossing point of the two braces is between 38" and 45".

Cross bracing cannot be used for both a top rail and mid rail in the same section.

PROTECTION FROM FALLING OBJECTS

Employees must wear hard hats

Employees must be protected from falling objects by toe boards, screens, debris nets, catch platforms or canopy structures.

SCAFFOLD TRAINING

Employees who work on scaffolds must be trained on the proper use, the nature of hazards, electrical hazards and scaffold capacity.

Employees involved in erection and dismantling of the scaffold must be trained in the proper erection, hazards, design criteria, and correction procedures.

XIII. FALL PROTECTION

DUTY TO HAVE FALL PROTECTION

Each employee on a walking or working surface with unprotected sides or edges 6' or more above the lower level shall be protected from falling by the use of guardrail system, safety net systems, or a personal fall arrest system.

GUARDRAIL SYSTEM

A guard rail system shall have a top rail at 42" plus or minus 3"

Mid rail shall be installed between the top edge and the walking surface

A toe board shall be at least 3 ½ ".

Wire rope top rails and mid rails shall be at least ¼" diameter thickness to prevent cuts and lacerations. The top rail shall be flagged at not more than 6" intervals with high visibility material.

PERSONAL FALL ARREST SYSTEM

A personal fall arrest system shall consist of a full body harness, a lanyard and an anchorage point.

XIV. TRENCH SAFETY

SAFETY IN EXCAVATION OR TRENCHES

All employees will be trained in trench and excavation safety prior to working in and around a trench

Employees should not enter an unprotected excavation or trench

OSHA regulations require the following to be present at all excavations or trenches:

- Excavations or trenches 5 feet deep or greater require a protective system.
- The walls of the excavation or trench must be one of the following:
 - ✓ Sloped for stability

- ✓ Cut to create stepped or benched grades
- ✓ Supported by a system made with posts, beams, shores, or planking and hydraulic jacks.
- ✓ Supported by a trench box to protect workers in an excavation or trench
- ✓ Excavated materials must be at least 2 feet away from the excavation or trench
- ✓ An exit ladder must be within 25 feet of workers

XV. BARRICADED AREAS

Rope off or barricade danger areas

Never enter an area that has been roped off or barricaded without getting an approval from your supervisor.

Keep away from the edge of cuts, embankments, trenches, holes and/or pits.

XVI. LIFT TRUCK PROGRAM

Rigney Construction LLC is committed to protecting their employees / contractors from serious injury and to protect the facilities and equipment by insuring that the forklifts are limited to drivers that are trained and authorized to use that equipment. Additionally, all the forklifts are to be in top functioning order or they will not be used.

EQUIPMENT OPERATION

Supervisors and forklift operators must comply with all safety rules set forth within this policy. Unsafe operation is subject to retraining or disciplinary action, including termination. It is the responsibility of all the employees / contractors to report any equipment problems or malfunctions to their supervisor.

OPERATING RULES

Forklifts will be inspected daily before each shift and an inspection checklist will be completed in accordance with this inspection.

Operators will look in the direction of travel at all times.

Operators shall avoid running over objects on the ground.

All posted signs shall be observed and obeyed.

No passengers are allowed to ride on the forklifts.

Use horn only as a warning signal.

No one is allowed to walk under elevated forks.

Stunt driving, reckless driving or horseplay is grounds for termination.

Unauthorized operators are not allowed to operate any equipment.

If a forklift is to be used as a personnel elevator, an OSHA approved safety platform must be secured to the forks.

XVII.LOCKOUT / TAGOUT

Affected employees are those whose jobs require them to operate equipment or be in an area where Lockout / Tagout might be required.

Authorized employees are those trained and certified by Rigney Construction LLC to Lockout and Tagout the electrical equipment in order to perform service maintenance.

Never work on any electrical circuits that have the potential to become electrically "live" or "hot" without locking out the circuit and tagging the circuit to let other personnel know someone is working in the area.

Only authorized personnel trained in Lockout / Tagout procedures will be allowed to disconnect the circuit and lock them out against anyone turning them back on.

STEPS TO A SAFE SHUTDOWN OF ELECTRICAL CIRCUITS

1. **NOTIFY:** Authorized employee must notify all affected employees / contractors of the lockout.
2. **DISCONNECT:** Authorized employee must disconnect the entire electrical circuits top the affected area.
3. **LOCKOUT:** The power switches / electrical breaker switches must be rendered inoperative by means of a lock which keeps the power switches in the off position. The authorized person should have the only key to the lock. If group lockout devices are used, each person working on the disconnect circuit should have his own key per each lock.
4. **TAGOUT:** A tag must be placed with the lock identifying the authorized person who locked out the circuit. In case of a group lockout device, each authorized person must have his own key and tag on each lock.
5. **TESTING:** After ensuring no personnel are exposed, test the switch to make sure disconnect has been properly placed. Then test branch circuit to make sure all electrical outlets, fixtures, etc. have been disconnected from the energy source.
6. **RESTORING POWER:** Only authorized workers can remove their own locks before restoring power. If group device is used, the authorized worker can remove his own lock. The last authorized worker removing the last lock can reengage power.

XVIII. DISCIPLINE PLAN

Disciplinary Policy

Rigney Construction LLC has developed a disciplinary policy that applies to the safety and health program of **Rigney Construction LLC**. The disciplinary policy will be a tool to ensure enforcement of the rules and procedures for a safe and healthy working environment. The disciplinary policy applies to all employees of this company.

Verbal Warnings

Rigney Construction LLC may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to more stringent action.

Written Warnings

Rigney Construction LLC may issue written warnings for the following:

- Repeated minor violations of safety rules or procedures.
- Single, serious violation of a rule or procedure that could have resulted in injury or property damage.
- Activities that could have resulted in injury or property damage.

Disciplinary

Rigney Construction LLC may recommend, and may institute, disciplinary leave for the above reasons, plus the following:

- A single, serious violation of a rule or procedure that results in property damage or injury to an employee.
- Repeated violations of safety rules or procedures.

Termination

Rigney Construction LLC may recommend and may concur, the termination of any employee of repeated, serious violations.

Documentation

The office manager of **Rigney Construction LLC** will establish employee files. Violations of organization rules and/or safety rules, regulations or procedures will be documented by filling out a report on the employee. The report will state the type of violation and the corrective action taken. The employee must read and sign the report, thus acknowledging that they understand the seriousness of the violation.

XIX. ALCOHOL & DRUG ABUSE POLICY

Rigney Construction LLC is a drug-free company. The purpose of this policy is to ensure the safety of all employees and to promote productivity. This policy applies to all employees. Substances covered under this policy include alcohol, illegal drugs, inhalants, and prescription and over the counter drugs.

We reserve the right to inspect our jobs and trucks for these substances. We reserve the right to conduct alcohol and drug tests at any time. We may terminate your employment if you violate this policy, refuse to be tested, or provide false information.

Rigney Construction LLC will conduct random drug testing and post-accident drug testing. You must cooperate with any investigation into substance abuse. An investigation may include tests to detect the use of alcohol, drugs, or inhalants.

Testing

Testing may include urine, blood, or breathalyzer tests. Before testing, you will have the chance to explain the use of any drugs. We will follow laws for keeping test results confidential.

HAZARD COMMUNICATION PROGRAM

HAZARD COMMUNICATION PROGRAM

GENERAL:

In order to comply with 29 CFR 1926.59 & 1910, the following written Hazard Communication Program is to be implemented for personnel of **Rigney Construction LLC**. The office manager at **Rigney Construction LLC** will keep original on file. All personnel will use it. The office manager will be responsible for ensuring the program is current and enforced.

A copy of this program is to be made available to the employees upon hiring, and a copy will be supplied to any employee upon request.

The program will be updated when new chemicals or hazards are introduced into the working environment, and reviewed annually.

A copy of this program will be made available to the employees at each work site.

CONTAINER LABELING

The office manager will be responsible for all containers of hazardous chemicals entering the work site and will assure that the chemical containers are properly labeled.

The office manager will review the labeling system annually and update as required.

MATERIAL SAFETY DATA SHEETS (MSDS)

The office manager will be responsible for obtaining and maintaining the MSDS system for the company. The office manager will review incoming data sheets for new and significant health/ safety information and will ensure that the new information is given to the affected employees. Copies of all MSDS will be kept by the office manager and reviewed annually for accuracy.

The office manager will keep the originals on file. The MSDS will also be part of the program for use by employees. Each job site will keep a current copy of the program.

EMPLOYEE TRAINING AND INFORMATION

Before starting work, each employee will go over the copy of the hazard communication program and each MSDS.

Before any new chemical is used, all employees will be informed of its use, will be instructed on safe use, and will be trained on hazards associated with the new chemical. All employees will attend additional training, as appropriate, to review the hazard communication program and MSDS.

After attending the training class, each employee will sign a form to verify that they attended the training, that the written hazard communication program is made available for review, and that he/she understands the hazard communication program.

INVENTORY LIST OF HAZARDOUS CHEMICALS

The following is a list of the hazardous chemicals used in the workplace. Further information can be obtained from the MSDS attached with this program. The office manager will keep originals on file at **Rigney Construction LLC**.

Rigney Construction, LLC

January 02, 2016

Date

President

Title:



RIGNEY

CONSTRUCTION, LLC.

Building for the honor and glory of our Lord Jesus Christ.....Col. 3:23

REFERENCES

City of Weslaco
255 South Kansas Avenue
Weslaco, TX 78596
P: (956)968-3181 F: (956)968-6717
References from Owners and Architect for Past Performances

Response for Ranking Criteria Items #7 – 13

Name of Entity	<u>Hidalgo County Drainage District #1</u>
Name of Person to Contact for Reference:	<u>Moises Salazar</u>
Address for Contact Person	<u>902 N. Doolittle Rd. - Edinburg, TX</u>
Telephone Number	<u>956-292-7080</u>
Email Address:	<u>moises.salazar@hcdd1.org</u>
List Specific Project(s) Constructed:	<u>J09 Drainage Improvements - Phase II Roadway & Field Crossings</u>

Name of Entity	<u>The Door Fellowship Christian Church</u>
Name of Person to Contact for Reference:	<u>Robert Diaz</u>
Address for Contact Person	<u>2724 N. McColl - McAllen, TX</u>
Telephone Number	<u>956-209-7657</u>
Email Address:	<u>robert@freshimports.org</u>
List Specific Project(s) Constructed:	<u>The Door Church</u>

Name of Entity	<u>P.S.-J.A. ISD</u>
Name of Person to Contact for Reference:	<u>Gerardo Lopez</u>
Address for Contact Person	<u>601 E. Kelly - Pharr, TX</u>
Telephone Number	<u>956-354-2075</u>
Email Address:	<u>gerardo.lopez@psjaisd.us</u>

List Specific Project(s) Constructed:

Liberty MS Athletic Addtions & Renovations
Softball Field and Concession Stand

Response for Ranking Criteria Item #14 - 18

Name of Engineering Firm:

TEDSI Infrastructure

Name of Person to Contact for Reference:

Eric Dietrich

Address for Contact Person

1201 E. Expressway 83 - Mission, TX

Telephone Number

956-424-7898

Email Address:

edietrich@tedsi.com

List Specific Project(s) Constructed:

J09 Drainage Improvements Phase II
Roadway & Field Crossings

If necessary, please use additional pages



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3547	
From:			
Subject: Discussion and consideration on request for reimbursement from Gilbert Garza for repairs to sanitary sewer line and authorize the Mayor to execute any related documents. Possible action. (This item was tabled August 18, 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 Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Deny.			
Staff Recommendation:			
Attachments, if any: 20-08 CM Memo re Gilbert Garza Request			
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

TO: Mayor and City Commission

FROM: Mike R. Perez, City Manager *MR*

SUBJECT: Gilbert Garza Request

DATE: August 11, 2020

In 2005 a 12 duplex lot subdivision was built on 1500 South Westgate but did not connect to city sewer. They installed septic tanks. A sewer line was on Westgate that was installed in July 2000 by the developer of West Point .

The developer and owner of the 12 lot subdivision has been paying sewer to the city since it was built in June 2005. It was annexed by the City of Weslaco in December 2005.

The owner of this development is Gilbert Garza and has been complaining about lack of sewer service. The City gave Mr. Garza a credit of \$8,261.30 going back 7 years, which is the city's policy. He agreed to take the credit and in turn the city installed a sewer line around his development. It did not cover connecting to each unit.

Mr. Garza has sent an email stating it is not fair that he should pay to connect the units to the sewer lines since he has paid for sewer since the inception. (If you go back to inception City would still owe him an additional \$7,051.00.)

We do have an ordinance that states if you are adjacent to a sewer line you must connect to the lines if you are in the city limits or in the City's ETJ. In addition, if you fail to connect to the City, we can charge you for sewer service.

I have attached all documents relating to the issue.

Molly Vallejo

From: Molly Vallejo
Sent: Wednesday, July 29, 2020 10:18 AM
To: Mike Perez
Subject: FW: Letter dated June 18, 2018 re Sewer lines at 1500 South Westgate, Weslaco, Texas

Mr. Perez,

Please read below response from Gilberto Garza.

Molly Vallejo
CMO

From: GILBERTO GARZA <garzagilberto@gmail.com>
Sent: Wednesday, July 29, 2020 9:58 AM
To: Molly Vallejo <mvallejo@weslacotx.gov>
Subject: Re: Letter dated June 18, 2018 re Sewer lines at 1500 South Westgate, Weslaco, Texas

Good morning

I reviewed the letter and I don not agree to use my credit that is owed to me to pay for the sewer lines that belong to the city, I would use that credit to pay for a certified plumber to connect to the lines that the city should have installed when they made sewer lines available over 10 years ago. I was charged more than what was given to me because by law there is only a certain amount of time they can go back according to your city manager , I'm ok with that , I just don't think it's fair to use my Reimbursement to pay for city lines
I appreciate your attention to this matter
Gilberto Garza

On Wed, Jul 29, 2020 at 9:44 AM Molly Vallejo <mvallejo@weslacotx.gov> wrote:

Good morning Mr. Garza

Please see attached letter dated June 18, 2018 re Sewer lines at [1500 South Westgate, Weslaco, Texas](#).

Molly Vallejo

Secretary

[City of Weslaco](#)

[255 S. Kansas](#)

Weslaco, Texas 78596

Telephone: (956) 968-3181 Ext. 1103

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

June 18, 2018

Gilbert Garza
Weslaco, Texas 78596

RE: Sewer lines at 1500 South Westgate, Weslaco, Texas

Dear Mr. Garza,

We have researched your request for sewer services at the above address. You are correct that you have been paying for sewer services for years. The City's policy is that we will go back a maximum of seven (7) years. That credit could be \$8,261.30. We also calculated the cost to extend sewer line in the rear of your apartments. The cost is \$7,710.45. We can install the line for you in exchange for the credit we owe you.

If you agree, please sign below that you approve so we can schedule the work.

Sincerely,

Mike R. Perez
City Manager

ACCEPT THE ABOVE AGREEMENT

Gilbert Garza

6-25-18
Date

Xc: Mardoqueo Hinojosa
Pete Garcia
Olga Garza

Marcelo Cosme
Mary Barrera

Material for sewer line at 1500 south Westgate

	QTY	Cost	Total
Manholes	2	\$575.00	\$1,150.00
pipe 8"	252'	\$4.82	\$1,214.64
8" cap	1	\$24.29	\$24.29
8x4 swr	4	\$60.63	\$242.52
4" 45 ell	4	\$13.49	\$53.96
4" pvc cap	4	\$2.03	\$8.12
poly inflow	2	\$66.20	\$132.40
HDP ADJ	6	\$45.45	\$272.70
Butyl Sealant	6	\$7.25	\$43.50
casing pipe	40	\$36.00	\$1,440.00
CASING SPACER	8	\$26.29	\$210.32
ring and covers	2	\$426.00	\$852.00
sand	8 yd	\$20.00	\$160.00
cement	3 yard	\$250.00	\$250.00

\$6,054.45

Labor and equipment

labor	96 man-hours	\$11.00	\$1,056.00
equipment	24 hours	\$25.00	\$600.00
Asphalt	?	?	?

\$1,656.00

7,710.45

Sec. 138-11. - When sewer connection required.

- (a) Every owner of a lot where a building or part of a building is occupied by people for any purpose, any part of the day or night, situated on any city block where a public sewer is laid and maintained and is adjacent to or abuts any part of such lot, shall maintain within such building or part of a building used, or upon the premises where the same is situated, a water closet or closets and have the same connected with the sewer. The work done in connection therewith and all materials used shall comply strictly with the requirements of the plumbing code.
- (b) The city is hereby authorized, pursuant to V.T.C.A., Water Code § 17.934, to provide a sanitary sewer system to property owners within the corporate limits of the city and within the extraterritorial jurisdiction thereof. The city also is authorized to require all property owners having said sewer service adjacent or abutting their property to connect to the sewer system. All required connections shall be completed within 90 days after the city sewer service is available. Also, all existing on-site wastewater systems shall be eliminated, in accordance to state law, upon connection to the city sewer system. The city is also authorized to charge the property owner for the sewer service even if the property owner fails to connect said service within the 90-day period.

(Code 1969, § 29-11; Ord. No. 161, § 36, 1-4-1949; Ord. No. 95-16, § 2, 9-19-1995; Ord. No. 2004-15, § 1, 5-4-2004)

Mike Perez

From: Rebekah M. De La Fuente
Sent: Tuesday, August 4, 2020 4:38 PM
To: Mike Perez
Subject: Apartments on Westgate N of 18th Street
Attachments: The Keys on Westgate.pdf

Mr. Perez

The subdivision for the apartment was recorded on June 14, 2005 and the land was annexed into the City on December 19, 1995

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director

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





Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3503
From:		
Subject: Discussion and consideration to approve Ordinance 2020-27, adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021 commencing October 1, 2020 and ending on September 30, 2021 and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First reading on Ordinance 2020-27. Possible action. (Staffed by Finance Department.)		
Background: Local Government Code Chapter 102.007 calls for taking action on the proposed budget after the public Hearing. Public hearing scheduled and held at beginning of meeting this day.		
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: Public Hearing noticed was published in the Advance News Journal.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu Vidal Roman Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends acceptance and approval.		
Attachments, if any: 2020 FY 20-21 Budget Adoption Memo, PROPOSED BUDGET- FINAL 8.25.20, O2020-27 to adopt budget FY2020-21		
Responsibilities upon Approval: File budget with City Secretary's office as per Local Government Code Section 102.008 and post in the City's Web site.		

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

Date: September 1, 2020

To: Mayor and City Commission
CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Fiscal Year 2020-2021 Budget

The City annually prepares a budget to cover the proposed expenditures in order to provide services to its citizens. The City Manager as budget officer makes certain that a balance budget is presented for approval.

Local Government Code (LGC) Chapter 102.006 calls for a public hearing to be held prior to adoption of the proposed budget and the City has met this element of the law. LGC Section 102.007 states that *"at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget."*

The City Manager here forth presents for filing the City of Weslaco's proposed budget for adoption and filing with City Secretary as set for on LGC Chapter 102 Sec.102.008 (1) and posting on its web site as per Sec. 102.008 (2).

Staff recommends approval of the Fiscal Year 2020-2021 Budget.



**City of Weslaco, Texas
Proposed Budget
Fiscal Year 2020-2021**



10/01/2020—09/30/2021

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Table of Contents

Cover Page	1
Elected Officials	3
Administrative Officials	4
Organizational Chart	5
Combined Changes in Fund Balance	6

General Fund

General Fund Revenues	11
General Fund Expenditures	12
Summary by Category	13
Revenues over Expenditures Financial Summary	14
City Commission	18
City Manager	19
City Secretary	20
Finance	21
Human Resources	22
Building Maintenance	23
Information Technology	24
Municipal Court	25
Law	26
Other General Expenditures	27
Police	28
Fire	29
Emergency Medical Services	30
Emergency Management	31
Public Works Administration	32
Streets	33
Drain Ditch Maintenance	34
Fleet Maintenance	35
Engineering	36
Parks & Recreation	37
Library	38
Planning & Code Enforcement	39
Debt Service & Bad Debt Expense	40

Economic Incentives Fund

Revenues over Expenditures Financial Summary	42
--	----

Hotel/Motel Tax Fund

Revenues over Expenditures Financial Summary	46
--	----

Debt Service Fund

Interest & Sinking-Financial Summary	50
Series 2019 I&S -Financial Summary	52

Table of Contents

Capital Improvement Program Fund

Revenues over Expenditures-Financial Summary	56
Capital Projects	58

Fire Equipment Replacement Fund

Revenues over Expenditures-Financial Summary	62
Capital Outlay List	64

Drainage Fund

Revenues over Expenditures-Financial Summary	66
Drainage Projects	67

Water & Wastewater Combined

Revenues over Expenditures-Financial Summary	70
Water Treatment Plant	72
Water Distribution	73
Meter Reader Division	74
Utility Billing	75
Debt Service-Water	76
Wastewater Treatment	77
Wastewater Collection	78
Debt Service-Wastewater	79

Water & Wastewater Combined

Revenues over Expenditures-Financial Summary	82
Capital Outlay Listing	84

Sanitation Fund

Revenues over Expenditures-Financial Summary	86
Solid Waste Collections	88
Transfer Station/Recycling	89
Landfill	90
Brush Collection	91
Debt Service & Bad Debt Expense	92

Airport Fund

Revenues over Expenditures-Financial Summary	94
Airport Operations	97
Airport Grant Expenditures	98

CITY OF WESLACO

ANNUAL OPERATING BUDGET

FOR FISCAL YEAR 2020-2021

This budget will raise more revenue from property taxes than last year's budget by an amount of \$706,779, which is a 5.8% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$516,591

The members of the City Commission voted on the budget as follows:

Date: September 1, 2020 - First Reading of Ordinance;

Time: 5:30 p.m.

Vote Type: Record vote to adopt 2020-2021 Budget

Description: Approval of Ordinance adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2020 to September 30, 2021.

Result:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparisons

	FY 2020-2021	FY 2019-2020
Property Tax Rate	\$0.6967 per \$100	\$0.6967 per \$100
No-New-Revenue Tax Rate	\$0.6838 per \$100	\$0.6601 per \$100
No-New-Revenue M&O Tax Rate	\$0.5034 per \$100	\$0.5109 per \$100
Voter-Approval Tax Rate	\$0.7036 per \$100	\$0.7167 per \$100
Debt Rate	\$0.1827 per \$100	\$0.1858 per \$100

The total amount of municipal debt obligation secured by property taxes for the City of Weslaco is \$27,650,000. Total amount of outstanding debt obligations considered self-supporting is \$45,880,000. Self-supporting is currently secured by water/wastewater revenues. In the event such amounts are insufficient to pay debt service, the City will be requested to assess an ad valorem tax to pay such obligations.

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Elected Officials



Mayor
David Suarez



District 1
Leo Muñoz



District 2
Greg Kerr



District 3
Jose "JP" Rodriguez



District 4
Adrian Farias



District 5
Mayor Pro-Tem
Letty Lopez

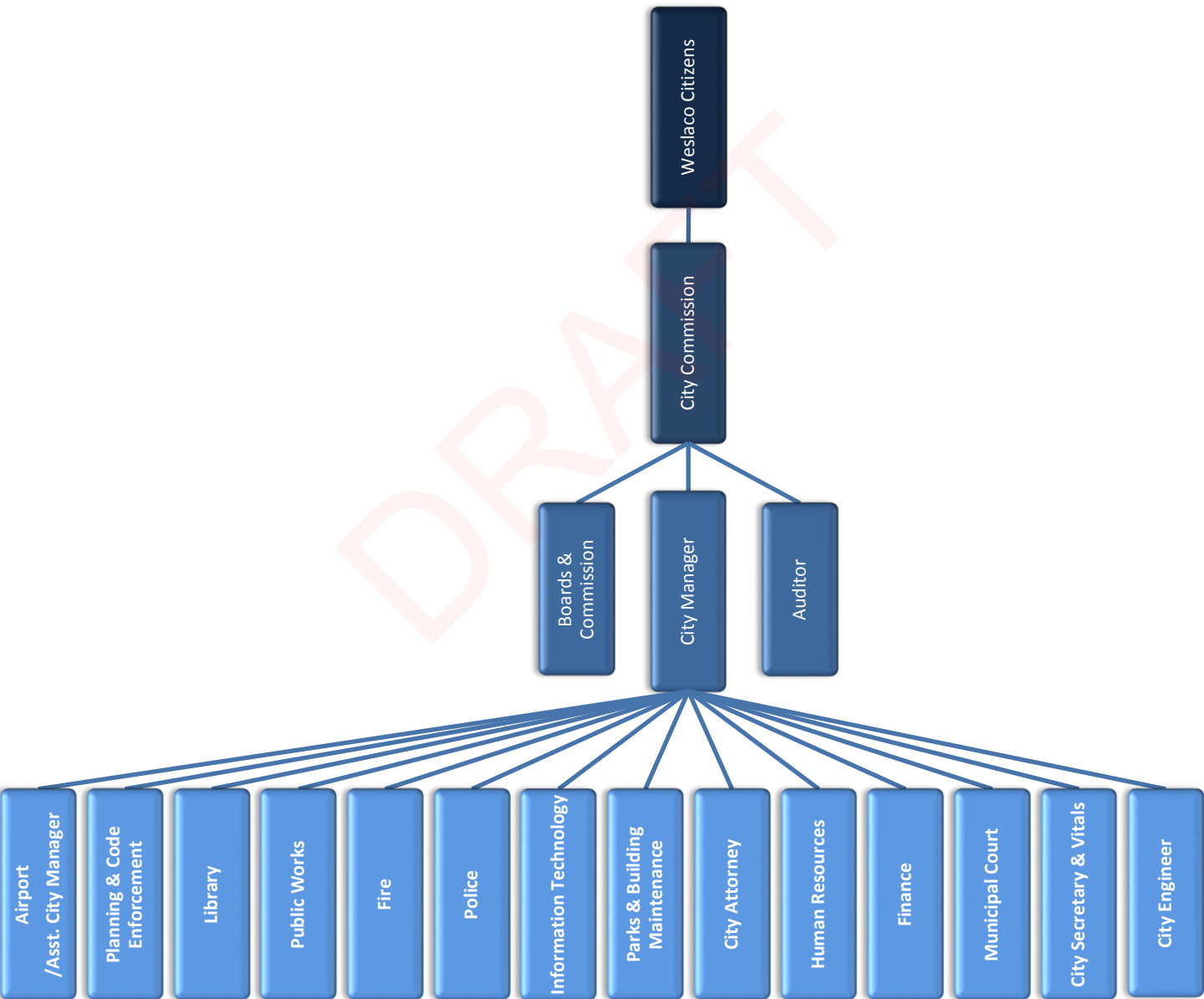


District 6
Josh Pedraza

Administrative Officials

<i>City Manager</i>	Mike R. Perez
<i>Assistant City Manager/ Airport Director</i>	Andrew Muñoz
<i>City Secretary</i>	Norma A. Cantu
<i>City Engineer Director</i>	Alberto J. Aldaña
<i>Planning/Code Enforcement Director</i>	Rebekah De La Fuente
<i>Finance Director</i>	Vidal Roman
<i>Public Works Director</i>	Pedro Garcia Jr.
<i>Interim Human Resources/ Civil Service Director</i>	Andrew Muñoz
<i>Information Technology Director</i>	J. Martin Vela
<i>Parks & Recreation Director</i>	Omar Rodriguez
<i>Chief of Police</i>	Joel Rivera
<i>Fire Chief</i>	Antonio Lopez Jr.
<i>Library Director</i>	Arnold Becho
<i>Municipal Court Administrator</i>	Rosa Huerta
<i>City Attorney</i>	Juan E. Gonzalez

City of Weslaco Organizational Chart



CITY OF WESLACO, TEXAS

Combined Summary of Revenues and Expenditures and Changes in Fund Balance Fiscal Year 2020-2021

	General Fund	Economic Incentives Fund	Hotel/Motel Fund	Capital Improv.Program Fund
Unreserved Fund Balance @ 9/30/19 CAFR Working Capital @ 9/30/19	\$ 7,965,191	\$ (143,608)	\$ 682,675	\$ 1,819,256
Estimated Revenues 2019-2020	27,523,993	-	314,000	194,000
Estimated Expenditures 2019-2020	26,314,523	1,214,888	436,560	3,659,769
Revenues Over/(Under) Expenditures	1,209,470	(1,214,888)	(122,560)	(3,465,769)
Transfers In	1,690,561	993,256	-	1,570,000
Transfers Out	2,502,496	-	-	-
Change in Fund Balance	397,535	(221,632)	(122,560)	(1,895,769)
Estimated Unreserved Fund Balance @ 9/30/20	\$ 8,362,726	\$ (365,240)	\$ 560,115	\$ (76,513)
Estimated Revenues 2020-2021	28,054,890	-	350,000	12,725,000
Estimated Expenditures 2020-2021	27,033,112	978,270	352,135	13,932,593
Revenues Over/(Under) Expenditures	1,021,778	(978,270)	(2,135)	(1,207,593)
Transfers In	1,490,561	978,270	-	1,570,000
Transfers Out	2,323,270	-	-	-
Change in Fund Balance	189,069	-	(2,135)	362,407
Estimated Unreserved Fund Balance @ 9/30/21	\$ 8,551,795	\$ (365,240)	\$ 557,980	\$ 285,894

Fire Dept Eq. Replacement Fund	Drainage Capital Project Fund	Debt Service Fund	Water Wastewater Project Fund	Water/ Wastewater Fund	Solid Waste Fund	Airport Fund
\$ 420,872	\$ 12,917,027	\$ 382,104	\$ -	\$ (1,309,572)	\$ 1,814,618	\$ (502,248)
-	-	3,515,229	-	12,914,578	5,808,558	382,250
330,098	2,982,681	3,377,555	375,800	12,037,140	4,653,927	716,201
(330,098)	(2,982,681)	137,674	(375,800)	877,438	1,154,631	(333,951)
192,000	100,000	-	425,250	629,183	-	250,000
-	-	-	-	1,966,811	1,125,000	-
(138,098)	(2,882,681)	137,674	49,450	(460,190)	29,631	(83,951)
\$ 282,774	\$ 10,034,346	\$ 519,779	\$ 49,450	\$ (1,769,762)	\$ 1,844,249	\$ (586,199)
887,000	-	3,768,251	-	13,752,246	5,437,000	414,100
1,277,261	9,980,950	3,374,653	653,500	11,950,946	4,195,513	709,716
(390,261)	(9,980,950)	393,598	(653,500)	1,801,300	1,241,487	(295,616)
425,000	100,000	-	653,500	500,000	-	250,000
-	-	-	-	2,019,061	1,125,000	-
34,739	(9,880,950)	393,598	-	282,239	116,487	(45,616)
\$ 317,513	\$ 153,396	\$ 913,377	\$ 49,450	\$ (1,487,522)	\$ 1,960,736	\$ (631,815)

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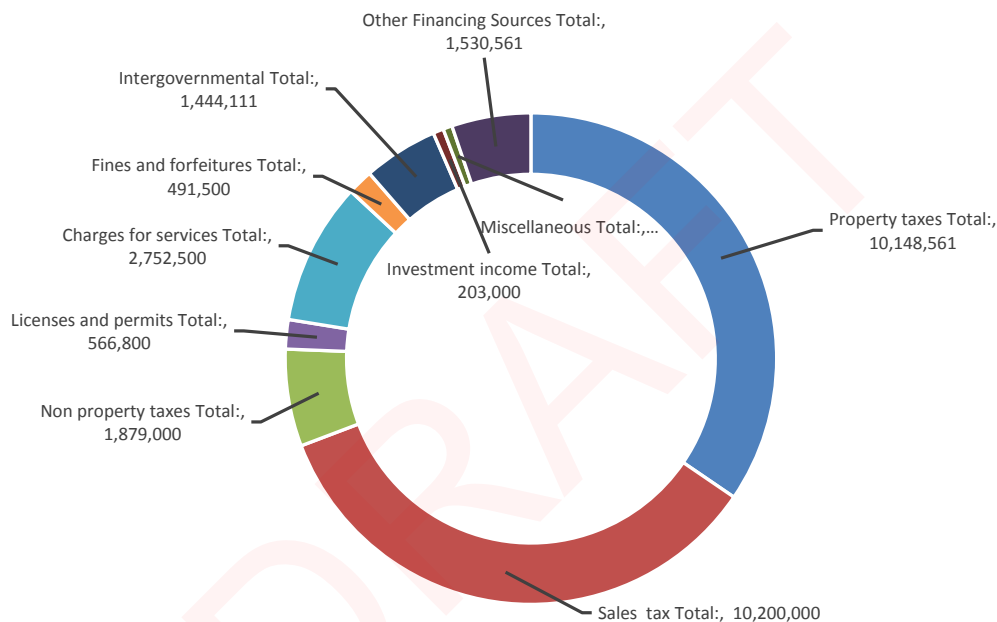
GENERAL FUND

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GENERAL FUND	History		Current			PROPOSED
	2017-2018	2018-2019	2019-2020	2019-2020	2019-2020	Budget
REVENUES	Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
Property taxes Total:	9,367,925	9,320,951	9,834,485	9,834,485	9,364,238	10,148,561
Sales tax Total:	9,356,472	10,063,222	10,100,000	10,100,000	10,000,000	10,200,000
Non property taxes Total:	1,926,341	1,992,390	1,934,797	1,905,797	1,808,173	1,879,000
Licenses and permits Total:	602,841	693,682	574,029	587,029	572,750	566,800
Charges for services Total:	2,100,292	2,914,648	2,888,590	2,493,590	2,392,500	2,752,500
Fines and forfeitures Total:	677,565	490,151	595,116	408,316	385,781	491,500
Intergovernmental Total:	789,845	1,359,923	2,823,773	2,823,773	2,703,960	1,444,111
Investment income Total:	150,237	221,365	203,000	203,000	155,000	203,000
Miscellaneous Total:	912,046	378,912	182,714	205,714	121,591	176,500
Other Financing Sources Total:	5,379,064	1,738,765	1,738,656	1,738,656	1,710,561	1,530,561
REVENUE Total:	31,262,628	29,174,011	30,875,160	30,300,360	29,214,554	29,392,533

Where does the money come from?



Property Tax is established by the value of each property within the City of Weslaco.

The City's property tax rate has two parts:

1. The operations and maintenance rate, which goes into the City's General Fund.

2. The debt service rate, which is based on the revenue needed to make the City's payments for tax-supported debt for major capital equipment, facilities, and infrastructure for streets, parks, police and fire projects.

Sales Tax is levied on sales of goods or services purchased within Weslaco City limits. The combined local and State tax rate is 8.25%

Franchise fees are charged to utility and solid waste companies that require the use of City rights-of way to run transmission lines in order to provide their services. All franchise fees are established by City Commission when the use of right-of-way is requested by the service provider.

Licenses & Permits are permits issued by the City for new construction, plumbing, electrical, demolition, mechanical, food handlers, health permit, etc. and are accounted for in this revenue section.

Municipal Court fees is City's portion of the fines and fees collected for law violations.

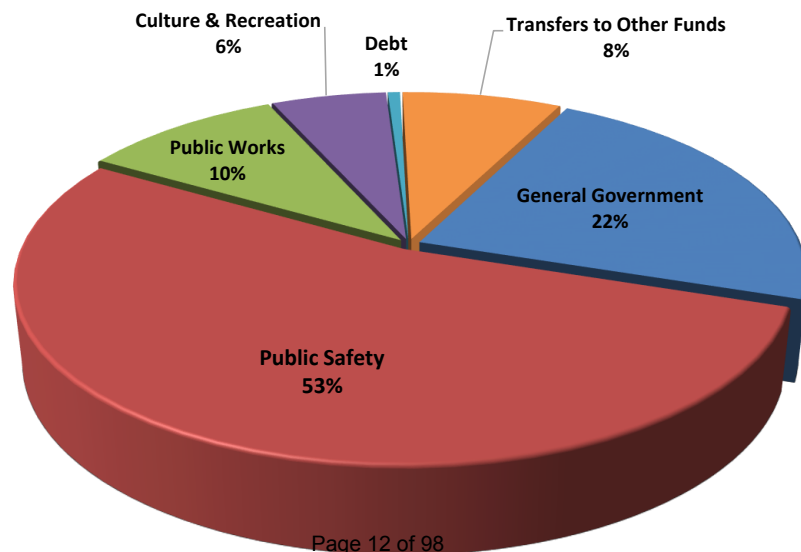
Charges for Services are fees charged for the issuance of death and birth certificates, cemetery charges, sale of cemetery plots, ambulance services, fire inspections, convenience fee charges for credit card usage, etc.

Intergovernmental Revenue consists of monies obtained from other governments including grants and reimbursements for performance of general government functions and specific services.

Transfers In include administrative fees transferred from Enterprise funds.

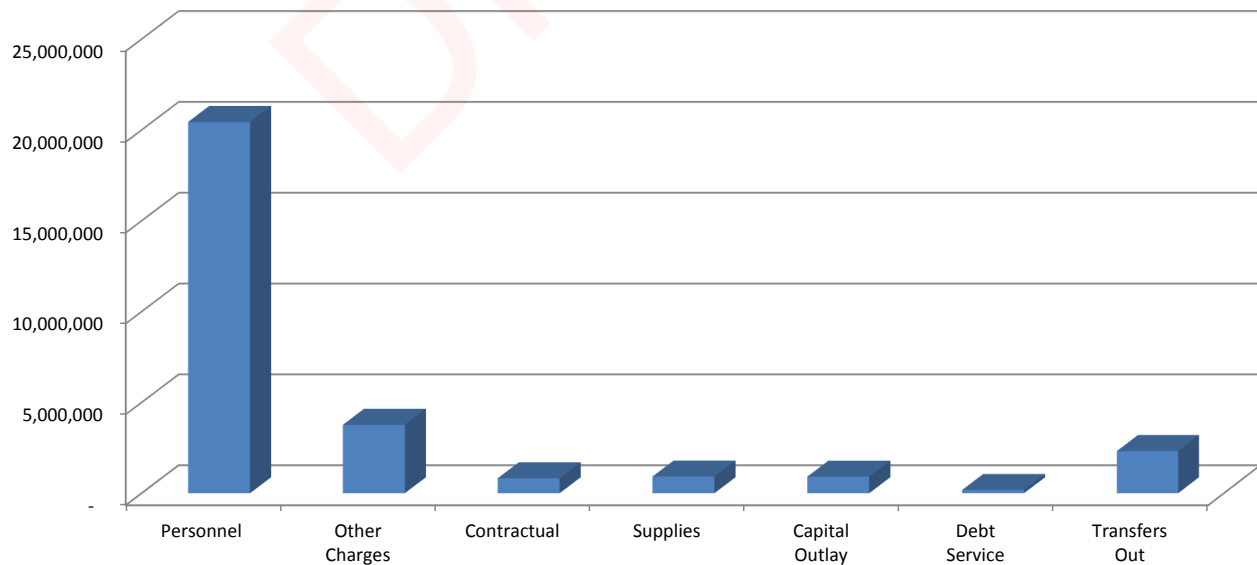
Department	History		Current			PROPOSED
	2017-2018 Actuals	2018-2019 Actuals	2019-2020 Budget	2019-2020 YTD	2019-2020 Estimated	Budget FY 2020-2021
CITY COMMISSION	120,004	106,362	126,097	136,097	117,301	122,397
CITY MANAGER	336,054	345,453	359,920	379,288	366,650	432,474
CITY SECRETARY	362,543	399,662	389,574	369,574	326,538	384,118
FINANCE	838,063	809,344	872,291	867,791	875,627	879,767
HUMAN RESOURCES	262,647	275,370	279,135	290,035	242,882	301,833
BUILDING MAINTENANCE	946,208	875,262	836,008	848,508	824,675	844,531
INFORMATION TECHNOLOGY	717,234	740,021	1,259,786	1,254,786	1,179,573	961,878
MUNICIPAL COURT	226,820	236,398	257,274	257,274	255,127	263,759
LAW	390,030	297,152	313,460	302,460	260,002	291,500
OTHER GENERAL EXPENDITURES	702,035	630,662	682,392	682,392	608,992	694,549
POLICE	7,945,540	8,555,999	8,650,687	9,605,017	8,775,225	8,920,231
FIRE SUPPRESSION	6,139,413	6,109,995	6,279,927	6,589,927	6,473,939	6,394,877
EMERGENCY MEDICAL SERVICE	278,187	285,745	325,900	323,900	319,395	281,185
EMERGENCY MANAGEMENT	180,670	61,028	53,576	165,576	47,637	50,907
PUBLIC WORKS - ADMINISTRATION	256,267	246,266	286,551	285,451	285,298	281,107
STREETS	1,245,434	1,256,150	1,278,145	1,024,065	1,234,647	1,333,329
DRAIN DITCH MAINTENANCE	648,546	656,718	718,592	990,798	758,695	850,748
FLEET MAINTENANCE SHOP	276,879	253,113	362,952	362,952	261,797	394,204
ENGINEERING	-	-	-	-	-	453,069
PARKS AND RECREATION	690,923	505,185	832,881	797,881	717,054	722,867
LIBRARY	787,832	754,020	921,834	872,834	892,441	954,419
PLANNING	1,188,406	1,240,501	1,373,680	1,378,680	1,198,117	1,042,644
DEBT SERVICE	140,101	314,072	292,910	292,910	292,910	176,722
TOTAL OPERATING EXPENDITURES	24,679,837	24,954,476	26,753,572	28,078,196	26,314,523	27,033,112
TRANSFERS OUT						
121-ECONOMIC INCENTIVES	1,025,000	1,160,000	1,040,000	1,035,000	1,024,213	993,256
301-INTEREST & SINKING	350,000	-	-	-	-	-
415-FD EQUIP. REPLACEMENT	249,768	304,124	280,000	220,374	425,000	450,000
410-CIP FUND	600,000	1,300,000	470,000	235,000	470,000	570,000
416-DRAINAGE FUND	-	-	100,000	50,000	100,000	100,000
550-AIRPORT FUND	250,000	250,000	250,000	250,000	250,000	250,000
601-INTERNAL SERVICE FUND	250,000	315,046	104,641	104,641	104,641	-
TRANSFERS OUT	3,329,170	2,444,269	2,363,256	2,603,256	2,502,496	2,323,270
*** TOTAL EXPENDITURES ***	28,009,007	27,398,745	29,116,828	30,681,452	28,817,019	29,356,382

Where does the City spend the money?



GENERAL FUND SUMMARY BY CATEGORY

Department	Personnel	Other Charges	Contractual	Supplies	Capital Outlay	Debt Service	Transfers Out	Total Budget
City Commission	8,397	73,000	10,000	31,000	-	-	-	122,397
City Manager	403,724	18,750	8,000	2,000	-	-	-	432,474
City Secretary	303,769	36,920	30,000	13,429	-	-	-	384,118
Finance	586,953	162,054	123,260	7,000	500	-	-	879,767
Human Resources	240,333	31,900	19,200	7,400	3,000	-	-	301,833
Building Maintenance	379,181	403,300	-	34,050	28,000	-	-	844,531
Information Technology	361,203	443,875	-	5,500	151,300	-	-	961,878
Municipal Court	173,599	8,755	75,300	3,105	3,000	-	-	263,759
Law	-	1,500	290,000	-	-	-	-	291,500
Other General Expenditures	-	694,549	-	-	-	-	2,323,270	3,017,819
Police	8,076,061	433,300	7,000	178,500	225,370	-	-	8,920,231
Fire	5,941,802	175,175	58,000	163,400	56,500	-	-	6,394,877
Emergency Medical Services	-	100,185	40,000	123,000	18,000	-	-	281,185
Emergency Management	17,407	28,000	1,500	4,000	-	-	-	50,907
Public Works-Admin	256,287	16,020	-	8,200	600	-	-	281,107
Streets	559,411	592,815	16,000	75,240	89,863	-	-	1,333,329
Drain Ditch Maintenance	562,368	120,500	38,000	57,000	72,880	-	-	850,748
Fleet Maintenance	266,342	15,812	-	18,850	93,200	-	-	394,204
Engineering	358,969	22,700	30,000	10,100	31,300	-	-	453,069
Parks & Recreation	534,417	120,150	2,000	37,900	28,400	-	-	722,867
Library	608,569	100,050	48,600	111,075	86,125	-	-	954,419
Planning and Code Enforcement	799,944	168,300	25,000	25,800	23,600	-	-	1,042,644
Debt Service	-	-	-	-	-	176,722	-	176,722
	20,438,734	3,767,610	821,860	916,549	911,638	176,722	2,323,270	29,356,382



GENERAL FUND SUMMARY	HISTORY		CURRENT		
	Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020
REVENUE SUMMARY					
Taxes	20,650,738	21,376,563	21,869,282	21,840,282	21,172,411
Licenses and Permits	602,841	693,682	574,029	587,029	572,750
Intergovernmental Revenue	789,845	1,359,923	1,066,753	2,823,773	2,703,960
Charges for Services	2,100,292	2,914,648	2,888,590	2,493,590	2,392,500
Fines and Forfeitures	677,565	490,151	595,116	408,316	385,781
Rev from Use of Money	150,237	221,365	203,000	203,000	155,000
Other Income	5,379,064	1,738,765	1,738,656	1,738,656	1,710,561
Miscellaneous Revenue	912,046	378,912	182,714	205,714	121,591
*** TOTAL REVENUES ***	31,262,628	29,174,011	29,118,140	30,300,360	29,214,554
EXPENDITURE SUMMARY					
City Commission	120,004	106,362	126,097	136,097	117,301
City Manager	336,054	345,453	359,920	379,288	366,650
City Secretary	362,543	399,662	389,574	369,574	326,538
Finance	838,063	809,344	872,291	867,791	875,627
Human Resources	262,647	275,370	279,135	290,035	242,882
Building Maintenance	946,208	875,262	836,008	848,508	824,675
Information Technology	717,234	740,021	1,259,786	1,254,786	1,179,573
Municipal Court	226,820	236,398	257,274	257,274	255,127
Law	390,030	297,152	313,460	302,460	260,002
Other General Expenditures	702,035	630,662	682,392	682,392	608,992
Police	7,945,540	8,555,999	8,650,687	9,605,017	8,775,225
Fire	6,139,413	6,109,995	6,279,927	6,589,927	6,473,939
Emergency Medical Services	278,187	285,745	325,900	323,900	319,395
Emergency Management	180,670	61,028	53,576	165,576	47,637
Public Works-Admin	256,267	246,266	286,551	285,451	285,298
Streets	1,245,434	1,256,150	1,278,145	1,024,065	1,234,647
Drain Ditch Maintenance	648,546	656,718	718,592	990,798	758,695
Fleet Maintenance	276,879	253,113	362,952	362,952	261,797
Engineering	-	-	-	-	-
Parks & Recreation	690,923	505,185	832,881	797,881	717,054
Library	787,832	754,020	921,834	872,834	892,441
Planning and Code Enforcement	1,188,406	1,240,501	1,373,680	1,378,680	1,198,117
Debt Service	140,101	314,072	292,910	292,910	292,910
TOTAL OPERATING EXPENDITURES	24,679,837	24,954,476	26,753,572	28,078,196	26,314,523
TRANSFERS OUT					
121-Economic Incentives	1,160,000	1,245,651	993,256	1,359,256	1,358,496
415-FD Eq. Replacement	304,124	273,976	450,000	444,000	224,000
410-Capital Improv. Program	1,300,000	470,000	570,000	450,000	570,000
416-Drainage	-	100,000	100,000	100,000	100,000
550-Airport	250,000	250,000	250,000	250,000	250,000
601-Internal Service	315,046	104,641	-	-	-
***TOTAL TRANSFERS OUT	3,329,170	2,444,269	2,363,256	2,603,256	2,502,496
*** TOTAL EXPENDITURES ***	28,009,007	27,398,745	29,116,828	30,681,452	28,817,019
REVENUES OVER (UNDER) EXPENDITURES	3,253,621	1,775,266	1,312	(381,090)	397,535

GENERAL FUND SUMMARY	PROPOSED	3 YEAR PLAN		
	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
REVENUE SUMMARY				
Taxes	22,397,561	21,951,976	22,154,875	22,258,907
Licenses and Permits	566,800	594,321	602,444	609,993
Intergovernmental Revenue	1,427,029	985,211	985,211	985,211
Charges for Services	2,752,500	3,112,145	3,116,293	3,118,160
Fines and Forfeitures	491,500	627,522	638,087	643,708
Rev from Use of Money	203,000	203,000	203,000	203,000
Other Income	1,530,561	1,390,561	1,390,561	1,390,561
Miscellaneous Revenue	176,500	204,547	205,674	206,810
*** TOTAL REVENUES ***	29,545,451	29,069,283	29,296,145	29,416,350
EXPENDITURE SUMMARY				
City Commission	122,397	125,097	125,097	125,097
City Manager	432,474	367,229	367,429	367,429
City Secretary	384,118	379,334	379,934	379,934
Finance	879,767	864,364	865,364	865,364
Human Resources	301,833	276,223	276,623	276,623
Building Maintenance	844,531	809,255	810,155	810,155
Information Technology	961,878	948,585	849,185	849,185
Municipal Court	263,759	254,955	255,255	255,255
Law	291,500	323,460	323,460	323,460
Other General Expenditures	694,549	677,392	677,392	677,392
Police	8,920,231	8,708,337	8,770,448	8,896,944
Fire	6,394,877	6,535,665	6,707,079	6,870,692
Emergency Medical Services	281,185	369,400	299,400	299,400
Emergency Management	50,907	53,214	53,214	53,214
Public Works-Admin	281,107	274,844	279,590	283,219
Streets	1,333,329	1,646,944	1,513,309	1,534,663
Drain Ditch Maintenance	850,748	827,427	849,892	854,103
Fleet Maintenance	394,204	344,872	309,052	307,992
Engineering	453,069	448,428	448,428	448,428
Parks & Recreation	722,867	730,323	721,523	688,523
Library	954,419	945,929	932,029	932,029
Planning and Code Enforcement	1,042,644	1,431,505	1,464,086	1,510,674
Debt Service	176,722	176,853	176,853	78,818
TOTAL OPERATING EXPENDITURES	27,033,112	27,519,635	27,454,797	27,688,593
TRANSFERS OUT				
121-Economic Incentives	978,270	113,021	115,281	117,281
415-FD Eq. Replacement	425,000	500,000	500,000	500,000
410-Capital Improv. Program	570,000	550,000	550,000	550,000
416-Drainage	100,000	-	-	-
550-Airport	250,000	250,000	250,000	250,000
601-Internal Service	-	-	-	-
***TOTAL TRANSFERS OUT	2,323,270	1,413,021	1,415,281	1,417,281
*** TOTAL EXPENDITURES ***	29,356,382	28,932,656	28,870,078	29,105,874
REVENUES OVER (UNDER) EXPENDITURES	189,069	136,627	426,067	310,476

		HISTORY		CURRENT			PROPOSED
REVENUES		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-4000-401100	CURRENT ADVALOREM TAX	8,828,490	8,836,325	9,343,124	9,343,124	9,026,503	10,018,561
101-4000-401130	SPECIAL INVENTORY	144	1	-	-	-	-
101-4000-401200	DELINQ ADVALOREM TAX	323,420	268,194	295,500	295,500	187,735	170,000
101-4000-401900	INT & PENALTY ON TAXES	215,871	216,430	195,861	195,861	150,000	130,000
Property taxes Total:		9,367,925	9,320,951	9,834,485	9,834,485	9,364,238	10,318,561
101-4000-413000	SALES TAX	9,356,472	10,063,222	10,100,000	10,100,000	10,000,000	10,200,000
101-4000-413200	ALCOHOLIC BEV TAX	98,837	97,209	102,778	79,778	80,000	80,000
101-4000-413220	BINGO TAX	1,152	1,679	2,000	5,000	3,000	3,000
101-4000-414010	FRANCHISE AEP	899,447	881,217	875,000	875,000	838,602	840,000
101-4000-414020	MAGIC VALLEY ELEC	229,535	241,439	245,000	250,000	250,000	250,000
101-4000-414100	FRANCHISE TEXAS GAS SERVICE	94,763	99,117	96,000	96,000	94,052	96,000
101-4000-414200	FRANCHISE GTE/ VERIZON	33,804	28,066	44,519	30,519	30,519	40,000
101-4000-414300	FRANCHISE TIME WARNER CABLE	347,011	410,778	327,000	327,000	300,000	327,000
101-4000-414500	ALLIED WASTE MGT	172,717	177,395	175,000	175,000	170,000	175,000
101-4000-414510	GREASE TRAP FRANCHISE	21,792	30,129	30,000	30,000	20,000	30,000
101-4000-414600	MISC. FRANCHISE FEES	27,283	25,360	37,500	37,500	22,000	38,000
Non property taxes Total:		11,282,813	12,055,612	12,034,797	12,005,797	11,808,173	12,079,000
101-4000-421000	OCCUPATIONAL LICENSES	28,228	23,960	37,457	37,457	38,000	38,000
101-4000-422000	BUILDING PERMITS	237,539	300,434	250,000	250,000	250,000	250,000
101-4000-422010	SUBDIVISION FEES	63,939	50,881	30,111	30,111	28,000	30,000
101-4000-422020	CONDITIONAL USE PERMIT APPL	2,400	4,200	4,203	4,203	3,000	4,000
101-4000-422022	REZONING APPLICATION FEE	5,400	5,548	6,500	6,500	2,500	3,000
101-4000-422024	BOARD OF ADJ & APPEALS	5,220	8,764	9,000	9,000	6,000	6,000
101-4000-422030	ELEC & PLBG PERMITS	119,783	141,763	100,000	140,000	140,000	110,000
101-4000-422050	POLICE & FIRE ALARM PERMI	9,950	7,275	11,450	5,450	5,450	6,000
101-4000-422060	GAME ROOM MACHINE PERMIT	3,130	1,730	2,000	2,000	3,000	3,000
101-4000-422100	HEALTH PERMITS	46,458	50,775	46,000	25,000	25,000	40,000
101-4000-422205	WRECKER PERMITS	1,455	1,810	1,733	1,733	1,800	1,800
101-4000-422300	OTHER PERMITS	79,339	96,543	75,575	75,575	70,000	75,000
Licenses and permits Total:		602,841	693,682	574,029	587,029	572,750	566,800
101-4000-431150	REV-SALES TAX ADMIN FEE	1,823	137	1,047	1,047	1,000	1,000
101-4000-431160	CEMETERY CHARGES	16,430	23,079	25,000	25,000	17,500	20,000
101-4000-431165	SALE OF CEMETARY PLOTS	33,388	49,456	39,140	39,140	31,000	25,000
101-4000-431320	VITAL STATISTICS	124,607	136,913	132,442	132,442	108,000	130,000
101-4000-431330	DEATH CERTIFICATES	6,275	5,247	5,457	5,457	4,500	5,000
101-4000-431390	PUBLIC INFORMATION REQUESTS	8,551	6,749	7,356	7,356	6,500	7,000
101-4000-432110	REPORTS & FINGERPRINTS	13,456	14,115	13,040	13,040	8,000	10,000
101-4000-432510	FIRE MARSHALL INSPECTIONS	30,629	30,736	26,500	26,500	25,000	20,000
101-4000-432520	AMBULANCE CONTRACTS-E.M.S.	125,000	155,000	150,000	150,000	150,000	150,000
101-4000-432540	RURAL FIRE PAYMENTS	240,695	269,180	250,000	250,000	210,000	250,000
101-4000-432610	AMBULANCE FEES	1,362,343	1,824,726	1,800,000	1,400,000	1,400,000	1,700,000
101-4000-434210	RECREATIONAL ACTIVITIES	7,750	2,850	7,725	7,725	2,000	7,500
101-4000-435240	REV-DEMO & CLNG VCNT LOTS	25,930	40,488	22,383	27,383	27,000	25,000
101-4000-435600	ANIMAL SHELTER REVENUE	95,132	345,565	400,000	400,000	400,000	400,000
101-4000-437200	PROCESSING FEE-ONLINE	8,174	10,320	8,500	8,500	2,000	2,000
101-4000-439010	OVER/UNDER	109	87	-	-	-	-
Charges for services Total:		2,100,292	2,914,648	2,888,590	2,493,590	2,392,500	2,752,500
101-4000-441100	CORPORATION COURT FINES	438,925	311,984	376,934	265,934	266,000	300,000
101-4000-441201	CIVIL JUSTICE FEE	25	17	-	-	-	-
101-4000-441203	CITY JUDICIAL SUPPORT FINE	2,662	1,894	2,891	1,691	1,648	2,500
101-4000-441204	LOCAL OMNI BASE FEE	3,522	3,010	4,474	2,474	2,474	3,000
101-4000-441205	TIME PAYMENT REVENUE	2,691	2,297	3,779	2,179	2,179	3,000
101-4000-441207	SPECIAL EXPENSE FEE	85,863	59,310	76,000	40,000	40,280	70,000

		HISTORY		CURRENT			PROPOSED
REVENUES		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-4000-441210	COURT FINES (WARRANTS)	84,593	73,468	85,000	50,000	45,000	80,000
101-4000-441220	SHARE/REIM POLICE DPT FIN	45,924	27,153	35,000	35,000	22,000	25,000
101-4000-441230	TRAFFIC & CHILD SAFETY	6,921	4,430	4,738	4,738	2,200	4,000
101-4000-441340	LIBRARY FINES	6,439	6,588	6,300	6,300	4,000	4,000
Fines and forfeitures Total:		677,565	490,151	595,116	408,316	385,781	491,500
101-4000-450010	INTERGOVERNMENTAL REVENUE	778,099	1,345,393	14,700	822,579	901,689	449,553
101-4000-450010	COVID-19 HIDALGO COUNTY REIMB.				949,141	949,141	-
101-4000-450010	WEDC	-	-	207,734	207,734	207,734	103,867
101-4000-450200	VIOLENT CRIME TASK FORCE	11,746	14,530	18,344	18,344	18,042	18,042
101-4000-450205	US MARSHALLS-TASK FORCE	-	-	15,000	15,000	15,000	15,000
101-4000-450210	COPS HIRING GRANT	-	-	160,000	160,000	73,205	-
101-4000-450215	LBSP-LOCAL BORDER STAR	-	-	80,000	80,000	50,000	95,000
101-4000-450216	DEA-HIGH INTENSITY DRUG TRAFFIC	-	-	18,344	18,344	11,649	18,649
101-4000-450217	ICE-TASK FORCE	-	-	-	-	7,500	15,000
101-4000-451111	STONEGARDEN GRANT	-	-	150,000	150,000	85,000	230,000
101-4000-451255	SAFER GRANT	-	-	-	-	-	96,918
101-4000-453210	WESLACO ISD	-	-	402,631	402,631	385,000	385,000
Intergovernmental Total:		789,845	1,359,923	1,066,753	2,823,773	2,703,960	1,427,029
101-4000-460100	INTEREST EARNED	69,873	90,995	93,000	93,000	75,000	93,000
101-4000-460300	INTEREST ON INVESTMENTS	80,364	130,370	110,000	110,000	80,000	110,000
Investment income Total:		150,237	221,365	203,000	203,000	155,000	203,000
101-4000-471100	PROPERTY RENTAL	6,600	7,100	12,000	4,000	4,000	10,000
101-4000-471110	PROPERTY RENTAL-CITY HALL	2,183	8,281	735	735	-	500
101-4000-471200	BLDG PERMIT(RENTAL)	27,565	25,495	32,365	32,365	14,000	15,000
101-4000-471410	LIBRARY FACILITY RENTALS	3,825	1,682	3,367	3,367	1,500	25,000
101-4000-471430	PARK FACILITY RENTALS	39,845	31,691	57,500	33,500	23,000	50,000
101-4000-472100	ROYALTIES	592	582	583	583	200	500
101-4000-473810	INSURANCE CLAIM PAYMENTS	135,471	5,523	-	40,000	-	-
101-4000-473812	WORKERS' COMP. REIMBURSEMENT	16,666	32,524	15,000	15,000	18,571	15,000
101-4000-473820	SETTLEMENT PROCEEDS	538,325	-	-	-	-	-
101-4000-474420	PARK LAND DEDICATION	60,000	-	-	-	-	-
101-4000-476310	DONATIONS/CONTRIBUTIONS	1,000	-	15,457	15,457	-	15,000
101-4000-476340	DONATIONS-ANIMAL SHELTER	50	180	20	20	300	-
101-4000-476345	LIBRARY DONATIONS	13	8,780	687	687	20	500
101-4000-478900	OTHER REVENUE	3,441	-	-	-	-	-
101-4000-478910	MISCELLANEOUS REVENUE	76,470	257,075	45,000	60,000	60,000	45,000
Miscellaneous Total:		912,046	378,912	182,714	205,714	121,591	176,500
101-4000-490100	TRANSFER FROM OTHER FUNDS	1,242,973	1,690,561	1,690,561	1,690,561	1,690,561	
101-4000-490501	TRANSFER FROM WATER	-	-	-	-	-	695,171
101-4000-490508	TRANSFER FROM WASTEWATER	-	-	-	-	-	670,390
101-4000-490540	TRANSFER FROM SOLID WASTE	-	-	-	-	-	125,000
101-4000-492010	PROCEEDS SALE OF ASSETS	92,117	48,204	48,095	48,095	20,000	40,000
101-4000-493000	OTHER FINANCING SOURCE	4,043,974	-	-	-	-	-
Other Financing Sources Total:		5,379,064	1,738,765	1,738,656	1,738,656	1,710,561	1,530,561
REVENUE Total:		31,262,628	29,174,011	29,118,140	30,300,360	29,214,554	29,545,451

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
CITY COMMISSION		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5100-510015	REGULAR MEETINGS	7,850	6,233	6,600	6,600	6,600	6,600
101-5100-510017	EXTRA MEETINGS	975	1,756	1,200	1,200	1,200	1,200
101-5100-511140	FICA TAX	539	513	484	484	484	484
101-5100-511150	MEDICARE TAX	127	120	113	113	113	113
Personal services Total:		9,491	8,622	8,397	8,397	8,397	8,397
101-5100-522010	COMMUNICATIONS	1,424	1,021	2,200	2,200	1,500	1,500
101-5100-522043	TRAVEL AND TRAINING	18,361	27,025	30,000	30,000	15,000	30,000
101-5100-522240	ADVERTISING	13,126	4,951	7,000	7,000	4,000	7,000
101-5100-522242	COMMUNITY PROMOTION	-	-	5,000	5,000	5,000	5,000
101-5100-522320	COPYING EXPENSES	956	1,445	1,500	1,500	1,500	1,500
101-5100-522440	POSTAGE	1	-	-	-	-	-
101-5100-522520	MEMBERSHIP & SUBSCRIPTION	29,015	27,824	28,000	28,000	28,000	28,000
Other charges Total:		62,883	62,265	73,700	73,700	55,000	73,000
101-5100-533010	PROFESSIONAL SERVICES	27,125	4,285	10,000	20,000	19,900	10,000
101-5100-533016	PUBLIC EDUCATION & GOVERNME	-	-	-	-	-	-
Contractual services Total:		27,125	4,285	10,000	20,000	19,900	10,000
101-5100-544001	OFFICE SUPPLIES	493	1,130	800	800	804	800
101-5100-544045	OTHER SUPPLIES	5,208	39	1,200	1,200	1,200	200
101-5100-544046	MISCELLANEOUS	14,804	28,796	32,000	32,000	32,000	30,000
101-5100-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		20,505	29,966	34,000	34,000	34,004	31,000
101-5100-550110	OFFICE FURNITURE-EQUIPMENT	-	1,224	-	-	-	-
Capital outlay Total:		-	1,224	-	-	-	-
CITY COMMISSION Total:		120,004	106,362	126,097	136,097	117,301	122,397

		History		Current			Proposed
CITY MANAGER		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5101-510010	EXEMPT WAGES	192,000	193,189	198,000	219,200	215,600	271,600
101-5101-510020	NON-EXEMPT WAGES	44,165	44,507	44,723	44,723	51,000	43,846
101-5101-510025	PART-TIME WAGES	-	1,223	-	-	5,984	-
101-5101-510030	TEMPORARY WAGES	6,886	10,296	11,440	11,440	-	-
101-5101-510080	OVERTIME	770	1,036	200	200	1,500	200
101-5101-511100	GROUP HEALTH INSURANCE	11,312	9,023	10,178	11,477	12,396	18,871
101-5101-511110	RETIREMENT HEALTH SAVINGS CO	-	19,262	20,317	20,317	22,607	20,317
101-5101-511120	PENSION CONTRIBUTION	39,660	21,043	21,135	21,506	22,620	27,019
101-5101-511140	FICA TAX	10,930	11,626	12,361	12,690	13,649	15,980
101-5101-511150	MEDICARE TAX	3,367	3,571	3,676	3,753	3,977	4,577
101-5101-511160	WORKERS COMP INSURANCE	894	451	1,140	1,169	1,140	563
101-5101-511180	UNEMPLOYMENT TAX	345	168	750	813	750	750
Personal services Total:		310,328	315,394	323,920	347,288	351,223	403,724
101-5101-522010	COMMUNICATIONS	1,641	1,858	3,000	3,000	1,100	2,000
101-5101-522043	TRAVEL AND TRAINING	7,418	13,135	12,000	8,000	2,000	12,000
101-5101-522320	COPYING EXPENSES	2,442	3,620	3,000	3,000	3,000	2,500
101-5101-522440	POSTAGE	16	116	500	500	250	250
101-5101-522520	MEMBERSHIP & SUBSCRIPTION	2,200	2,213	3,500	3,500	2,000	2,000
101-5101-522810	OTHER SERVICES	-	380	-	-	-	-
Other charges Total:		13,718	21,323	22,000	18,000	8,350	18,750
101-5101-533010	PROFESSIONAL SERVICES	7,982	5,121	10,000	10,000	5,000	8,000
Contractual services Total:		7,982	5,121	10,000	10,000	5,000	8,000
101-5101-544001	OFFICE SUPPLIES	672	1,703	1,500	1,500	500	1,000
101-5101-544045	OTHER SUPPLIES	508	1,912	-	-	-	-
101-5101-544046	MISCELLANEOUS	-	-	1,000	1,000	250	1,000
101-5101-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		1,180	3,615	2,500	2,500	750	2,000
101-5101-550110	OFFICE FURNITURE-EQUIPMENT	2,846	-	1,500	1,500	1,327	-
Capital Outlay Total:		2,846	-	1,500	1,500	1,327	-
CITY MANAGER Total:		336,054	345,453	359,920	379,288	366,650	432,474

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
CITY SECRETARY'S OFFICE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5103-510010	EXEMPT WAGES	77,460	54,011	72,300	72,300	61,000	70,930
101-5103-510020	NON-EXEMPT WAGES	142,746	159,988	155,810	135,810	130,500	155,350
101-5103-510080	OVERTIME	2,809	1,079	1,600	1,600	1,100	1,000
101-5103-511100	GROUP HEALTH INSURANCE	33,936	24,658	30,534	30,534	24,500	37,741
101-5103-511120	PENSION CONTRIBUTION	18,234	17,550	20,003	20,003	16,000	19,455
101-5103-511140	FICA TAX	13,145	13,364	14,308	14,308	11,343	14,091
101-5103-511150	MEDICARE TAX	3,074	3,125	3,266	3,266	2,700	3,296
101-5103-511160	WORKERS COMP INSURANCE	840	429	1,014	1,014	700	406
101-5103-511180	UNEMPLOYMENT TAX	972	54	1,500	1,500	500	1,500
Personal services Total:		293,215	274,259	300,335	280,335	248,343	303,769
101-5103-522010	COMMUNICATIONS	1,598	1,199	2,219	2,219	1,600	2,000
101-5103-522043	TRAVEL AND TRAINING	7,394	3,539	10,460	6,460	4,000	10,460
101-5103-522090	RECORDING DEEDS	880	1,544	2,000	2,000	1,700	1,700
101-5103-522240	ADVERTISING	3,998	7,313	6,000	6,000	5,300	5,000
101-5103-522320	COPYING EXPENSES	1,350	1,511	1,800	1,800	1,200	1,800
101-5103-522440	POSTAGE	3,160	1,718	3,000	3,000	3,000	3,000
101-5103-522520	MEMBERSHIP & SUBSCRIPTION	743	138	610	610	610	610
101-5103-522636	MAINT-VEHICLES	819	962	1,500	1,500	800	1,500
101-5103-522801	RECORDS RETENTION	9,905	-	6,500	6,500	3,600	6,500
101-5103-522810	OTHER SERVICES	25	-	-	9,000	8,735	-
101-5103-522860	REMOTE ACCESS	2,207	2,275	3,000	3,000	3,000	3,000
101-5103-522920	BANK & CREDIT CARD SERVICES	1,350	1,535	1,350	1,350	1,350	1,350
Other charges Total:		33,429	21,732	38,439	43,439	34,895	36,920
101-5103-533010	PROFESSIONAL SERVICES	19,599	89,731	30,000	25,000	30,000	-
101-5103-533011	ELECTIONS	-	-	-	-	-	30,000
Contractual services Total:		19,599	89,731	30,000	25,000	30,000	30,000
101-5103-544001	OFFICE SUPPLIES	6,041	7,017	8,000	8,000	8,000	7,279
101-5103-544012	CLOTHING & LINENS	405	575	450	450	450	450
101-5103-544042	CODE BOOK-CODIFICATION	4,310	5,870	5,500	5,500	4,000	5,500
101-5103-544045	OTHER SUPPLIES	115	110	200	200	200	200
101-5103-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		10,870	13,572	14,150	14,150	12,650	13,429
101-5103-550100	CAPITAL OUTLAY	-	-	6,000	6,000	-	-
101-5103-550110	OFFICE FURNITURE-EQUIPMENT	5,430	368	650	650	650	-
Capital outlay Total:		5,430	368	6,650	6,650	650	-
CITY SECRETARY Total:		362,543	399,662	389,574	369,574	326,538	384,118

		History		Current			Proposed
FINANCE		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5106-510010	EXEMPT WAGES	154,018	126,805	146,646	146,646	150,750	147,606
101-5106-510020	NON-EXEMPT WAGES	289,707	292,878	291,232	280,232	288,845	288,472
101-5106-510025	PART-TIME WAGES	-	2,073	10,504	10,504	10,000	-
101-5106-510030	TEMPORARY WAGES	-	3,017	-	-	-	10,822
101-5106-510080	OVERTIME	6,080	3,076	1,000	1,000	700	1,000
101-5106-511100	GROUP HEALTH INSURANCE	55,762	43,484	50,890	50,890	51,032	62,902
101-5106-511120	PENSION CONTRIBUTION	36,726	34,502	38,179	38,179	41,430	38,340
101-5106-511140	FICA TAX	26,444	25,554	27,986	27,986	28,042	27,770
101-5106-511150	MEDICARE TAX	6,184	5,976	6,392	6,392	6,558	6,495
101-5106-511160	WORKERS COMP INSURANCE	1,611	832	1,984	1,984	1,000	797
101-5106-511180	UNEMPLOYMENT TAX	1,620	208	2,750	2,750	2,500	2,750
Personal services Total:		578,153	538,405	577,563	566,563	580,857	586,953
101-5106-522010	COMMUNICATIONS	2,553	1,991	2,500	2,500	2,000	2,000
101-5106-522043	TRAVEL AND TRAINING	14,122	9,438	10,780	10,780	7,500	10,780
101-5106-522240	ADVERTISING	455	848	1,500	1,500	1,200	1,400
101-5106-522320	COPYING EXPENSES	2,666	2,079	3,000	3,000	2,500	3,000
101-5106-522440	POSTAGE	3,245	4,236	1,250	1,250	2,500	2,000
101-5106-522520	MEMBERSHIP & SUBSCRIPTION	6,974	1,327	2,364	2,364	2,300	2,400
101-5106-522580	HIDALGO COUNTY APPR UNIT	107,771	111,299	132,474	132,474	132,474	132,474
101-5106-522631	MAINT-OFFICE MACHINES	486	-	-	-	-	-
101-5106-522810	OTHER SERVICES	1,646	6,561	1,900	13,900	15,000	8,000
Other charges Total:		139,917	137,780	155,768	167,768	165,474	162,054
101-5106-533002	CONTRACT TAX OFFICE	48,564	48,564	46,260	46,260	46,260	46,260
101-5106-533010	PROFESSIONAL SERVICES	64,531	76,182	84,000	78,500	75,000	77,000
Contractual services Total:		113,095	124,746	130,260	124,760	121,260	123,260
101-5106-544001	OFFICE SUPPLIES	5,480	7,558	6,200	6,200	5,500	6,200
101-5106-544012	CLOTHING & LINENS	187	724	300	300	300	300
101-5106-544045	OTHER SUPPLIES	233	131	700	700	500	500
101-5106-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		5,900	8,413	7,200	7,200	6,300	7,000
101-5106-550100	CAPITAL OUTLAY	-	-	-	-	1,736	-
101-5106-550110	OFFICE FURNITURE-EQUIPMENT	999	-	1,500	1,500	-	500
Capital Outlay Total:		999	-	1,500	1,500	1,736	500
FINANCE Total:		838,063	809,344	872,291	867,791	875,627	879,767

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
HUMAN RESOURCES		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5109-510010	EXEMPT WAGES	73,663	74,708	74,831	72,731	68,612	4,000
101-5109-510020	NON-EXEMPT WAGES	101,869	102,884	103,216	103,216	85,500	173,376
101-5109-510025	PART-TIME WAGES	1,479	4,623	-	-	-	-
101-5109-510080	OVERTIME	2,263	1,415	1,000	4,000	3,750	1,000
101-5109-511100	GROUP HEALTH INSURANCE	22,624	18,045	20,356	20,356	16,500	31,451
101-5109-511120	PENSION CONTRIBUTION	14,536	14,607	15,576	15,576	14,500	15,269
101-5109-511140	FICA TAX	10,311	10,830	11,150	11,150	10,100	11,059
101-5109-511150	MEDICARE TAX	2,412	2,533	2,546	2,546	2,000	2,586
101-5109-511160	WORKERS COMP INSURANCE	643	329	790	790	500	342
101-5109-511180	UNEMPLOYMENT TAX	648	41	1,000	1,000	500	1,250
Personal services Total:		230,448	230,015	230,465	231,365	201,962	240,333
101-5109-522010	COMMUNICATIONS	2,236	2,067	2,500	2,500	1,000	2,000
101-5109-522043	TRAVEL AND TRAINING	6,680	15,408	8,700	8,700	6,000	8,700
101-5109-522240	ADVERTISING	-	293	800	800	800	800
101-5109-522320	COPYING EXPENSES	3,098	3,654	6,500	6,500	5,000	6,000
101-5109-522440	POSTAGE	202	619	400	400	400	400
101-5109-522520	MEMBERSHIP & SUBSCRIPTION	10,044	3,668	6,190	6,190	6,000	5,000
101-5109-522628	MAINT-OTHER	-	-	-	-	-	-
101-5109-522810	OTHER SERVICES	6,436	9,477	11,160	11,160	9,000	9,000
Other charges Total:		28,695	35,184	36,250	36,250	28,200	31,900
101-5109-533010	PROFESSIONAL SERVICES	63	459	5,000	8,000	5,000	19,200
Contractual services Total:		63	459	5,000	8,000	5,000	19,200
101-5109-544001	OFFICE SUPPLIES	1,545	1,792	2,020	2,020	2,000	2,000
101-5109-544012	CLOTHING & LINENS	195	-	500	500	500	500
101-5109-544016	MOTOR FUEL & LUBE	-	13	-	-	320	-
101-5109-544026	EDUCATIONAL SUPPLIES	1,543	4,967	4,900	1,900	4,900	4,900
101-5109-544045	OTHER SUPPLIES	-	50	-	-	-	-
101-5109-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		3,282	6,822	7,420	4,420	7,720	7,400
101-5109-550100	CAPITAL OUTLAY	-	-	-	-	-	-
101-5109-550110	OFFICE FURNITURE-EQUIPMENT	159	2,889	-	10,000	-	3,000
Capital Outlay Total:		159	2,889	-	10,000	-	3,000
HUMAN RESOURCES Total:		262,647	275,370	279,135	290,035	242,882	301,833

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
BUDGET MAINTENANCE						Budget
						FY 2020-2021
101-5110-510010	EXEMPT WAGES	-	-	-	-	-
101-5110-510020	NON-EXEMPT WAGES	228,521	227,042	231,810	231,810	221,339
101-5110-510025	PART-TIME WAGES	20,818	16,032	18,034	18,034	18,034
101-5110-510080	OVERTIME	18,479	7,913	7,000	7,000	7,000
101-5110-511100	GROUP HEALTH INSURANCE	43,653	32,032	40,712	40,712	36,434
101-5110-511120	PENSION CONTRIBUTION	20,206	19,172	22,344	22,344	19,256
101-5110-511140	FICA TAX	16,402	15,508	15,989	15,989	15,275
101-5110-511150	MEDICARE TAX	3,836	3,627	3,659	3,659	3,572
101-5110-511160	WORKERS COMP INSURANCE	11,141	6,205	13,930	13,930	6,500
101-5110-511180	UNEMPLOYMENT TAX	1,519	176	2,500	2,500	1,700
Personal services Total:		364,574	327,706	355,978	355,978	329,111
101-5110-522010	COMMUNICATIONS	1,921	1,338	2,000	2,000	799
101-5110-522043	TRAVEL AND TRAINING	320	185	300	300	206
101-5110-522300	EQUIPMENT RENTAL	3,435	2,948	4,000	4,000	-
101-5110-522380	UTILITIES	392,047	428,824	346,000	346,000	359,656
101-5110-522440	POSTAGE	-	5	-	-	1
101-5110-522520	MEMBERSHIP & SUBSCRIPTION	-	-	-	-	-
101-5110-522626	MAINT-BUILDING	31,432	29,590	30,000	36,000	46,070
101-5110-522627	MAINT-ALARMS	4,914	5,324	6,500	6,500	4,808
101-5110-522628	MAINT-OTHER	3,845	3,930	3,500	3,500	849
101-5110-522629	MAINT-PARKS	-	-	-	1,500	1,554
101-5110-522633	MAINT-GAS PUMP	-	-	-	-	-
101-5110-522634	MAINT-MACHINERY	1,217	3,019	1,000	1,000	173
101-5110-522636	MAINT-VEHICLES	4,015	4,798	6,000	6,000	1,311
101-5110-522639	MAINT-RADIOS	4,033	924	1,000	1,000	1,584
101-5110-522641	MAINT-HEAT & A/C	11,501	13,333	9,000	14,000	16,626
101-5110-522651	MAINT-ELEVATOR	5,341	6,213	5,000	5,000	4,566
101-5110-522656	TERMITING	5,033	3,210	2,000	2,000	3,573
101-5110-522810	OTHER SERVICES	5,589	2,530	300	300	1,440
Other charges Total:		474,643	506,173	416,600	429,100	443,215
101-5110-533010	PROFESSIONAL SERVICES	61,540	-	-	-	-
Contractual services Total:		61,540	-	-	-	-
101-5110-544001	OFFICE SUPPLIES	204	178	500	500	500
101-5110-544005	JANITOR SUPPLIES	21,048	21,130	18,000	18,000	17,048
101-5110-544012	CLOTHING & LINENS	6,829	5,112	5,150	5,150	7,179
101-5110-544016	MOTOR FUEL & LUBE	7,491	6,279	5,750	5,750	2,506
101-5110-544020	MINOR TOOLS	1,304	649	1,030	1,030	1,579
101-5110-544025	CHEMICALS	-	-	-	-	-
101-5110-544040	LANDSCAPING	3,065	-	-	-	-
101-5110-544045	OTHER SUPPLIES	3,543	2,153	3,000	3,000	1,294
101-5110-548050	EQUIPMENT	-	-	-	-	-
Supplies Total:		43,483	35,500	33,430	33,430	30,105
101-5110-550100	CAPITAL OUTLAY	-	-	30,000	30,000	22,245
101-5110-550110	OFFICE FURNITURE-EQUIPMENT	1,967	5,883	-	-	-
101-5110-554240	VEHICLES	-	-	-	-	-
Capital outlay Total:		1,967	5,883	30,000	30,000	22,245
BUILDING MAINTENANCE Total:		946,208	875,262	836,008	848,508	824,675
						844,531

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
INFORMATION TECHNOLOGY		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5111-510010	EXEMPT WAGES	74,560	88,764	79,230	146,592	159,163	173,980
101-5111-510020	NON-EXEMPT WAGES	152,039	158,591	183,826	116,464	98,951	98,951
101-5111-510080	OVERTIME	3,437	416	3,000	3,000	-	3,000
101-5111-511100	GROUP HEALTH INSURANCE	25,513	25,017	30,534	30,534	27,447	37,741
101-5111-511120	PENSION CONTRIBUTION	18,764	20,218	23,171	23,171	21,487	23,620
101-5111-511140	FICA TAX	13,687	14,587	16,572	16,572	14,800	17,108
101-5111-511150	MEDICARE TAX	3,201	3,412	3,783	3,783	3,500	4,001
101-5111-511160	WORKERS COMP INSURANCE	2,362	1,315	2,870	2,870	1,200	1,302
101-5111-511180	UNEMPLOYMENT TAX	1,072	216	1,500	1,500	750	1,500
Personal services Total:		294,635	312,537	344,486	344,486	327,298	361,203
101-5111-522010	COMMUNICATIONS	66,310	66,843	81,700	81,700	77,000	81,700
101-5111-522043	TRAVEL AND TRAINING	4,935	7,407	10,000	5,000	4,000	8,000
101-5111-522320	COPYING EXPENSES	1,584	1,168	1,500	1,500	1,300	1,500
101-5111-522440	POSTAGE	40	44	100	100	50	100
101-5111-522520	MEMBERSHIP & SUBSCRIPTION	777	-	825	825	825	825
101-5111-522635	MAINT-COMPUTER EQUIP	2,562	12,000	6,000	6,000	4,000	5,000
101-5111-522636	MAINT-VEHICLES	62	447	1,000	1,000	1,000	1,000
101-5111-522780	COMPUTER VENDOR SUPPORT	296,887	273,695	564,675	564,675	520,000	344,750
101-5111-522810	OTHER SERVICES	1,570	507	1,500	1,500	800	1,000
Other charges Total:		374,727	362,111	667,300	662,300	608,975	443,875
101-5111-544001	OFFICE SUPPLIES	-	-	500	500	500	500
101-5111-544012	CLOTHING & LINENS	199	564	700	700	500	700
101-5111-544016	MOTOR FUEL & LUBE	301	303	300	300	300	300
101-5111-544045	OTHER SUPPLIES	2,406	3,556	5,000	5,000	3,000	4,000
101-5111-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		2,906	4,423	6,500	6,500	4,300	5,500
101-5111-550100	CAPITAL OUTLAY	-	-	235,000	235,000	235,000	-
101-5111-550110	OFFICE FURNITURE-EQUIPMENT	44,966	60,950	6,500	6,500	4,000	-
101-5111-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	151,300
Capital outlay Total:		44,966	60,950	241,500	241,500	239,000	151,300
INFORMATION TECHNOLOGY Total:		717,234	740,021	1,259,786	1,254,786	1,179,573	961,878

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
MUNICIPAL COURT		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
						Budget
						FY 2020-2021
101-5120-510010	EXEMPT WAGES	52,161	52,471	52,898	52,898	52,898
101-5120-510020	NON-EXEMPT WAGES	51,415	51,606	51,809	51,809	51,810
101-5120-510025	PART-TIME WAGES	-	14,427	28,071	28,071	27,521
101-5120-510080	OVERTIME	46	14	1,000	1,000	100
101-5120-511100	GROUP HEALTH INSURANCE	16,968	13,534	15,267	15,267	15,267
101-5120-511120	PENSION CONTRIBUTION	8,454	8,494	9,243	9,243	9,243
101-5120-511140	FICA TAX	6,185	7,213	8,332	8,332	8,332
101-5120-511150	MEDICARE TAX	1,446	1,687	1,904	1,904	1,904
101-5120-511160	WORKERS COMP INSURANCE	380	245	590	590	590
101-5120-511180	UNEMPLOYMENT TAX	486	36	1,000	1,000	1,000
Personal services Total:		137,541	149,727	170,114	170,114	168,664
101-5120-522010	COMMUNICATIONS	478	363	500	500	363
101-5120-522043	TRAVEL AND TRAINING	1,460	1,841	2,210	2,210	1,210
101-5120-522240	ADVERTISING	-	-	391	391	391
101-5120-522320	COPYING EXPENSES	1,719	1,588	654	654	1,588
101-5120-522440	POSTAGE	1,050	1,249	700	700	1,249
101-5120-522520	MEMBERSHIP & SUBSCRIPTION	86	23	300	300	23
101-5120-522920	BANK & CREDIT CARD SERVICES	3,763	2,392	3,000	3,000	2,392
Other charges Total:		8,556	7,456	7,755	7,755	7,216
101-5120-533010	PROFESSIONAL SERVICES	-	-	300	300	300
101-5120-533030	CITY JUDGE	75,000	75,000	75,000	75,000	75,000
Contractual services Total:		75,000	75,000	75,300	75,300	75,300
101-5120-544001	OFFICE SUPPLIES	3,785	4,072	3,455	3,455	3,455
101-5120-544012	CLOTHING & LINENS	-	-	350	350	350
101-5120-544045	OTHER SUPPLIES	103	142	300	300	142
101-5120-548050	EQUIPMENT	-	-	-	-	-
Supplies Total:		3,888	4,215	4,105	4,105	3,947
101-5120-550110	OFFICE FURNITURE-EQUIPMENT	1,835	-	-	-	-
Capital outlay Total:		1,835	-	-	-	-
MUNICIPAL COURT Total:		226,820	236,398	257,274	257,274	255,127
						263,759

		History		Current			Proposed
LAW		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5125-522010	COMMUNICATIONS	(2)	-	960	960	-	-
101-5125-522043	TRAVEL AND TRAINING	1,244	1,117	2,000	1,000	-	1,500
101-5125-522440	POSTAGE	-	-	-	-	2	-
Other charges Total:		1,243	1,117	2,960	1,960	2	1,500
101-5125-533023	CITY ATTORNEY RETAINER	271,570	227,861	180,000	180,000	180,000	180,000
101-5125-533027	SPECIAL CASES	57,218	8,100	70,000	60,000	20,000	50,000
101-5125-533029	MUNICIPAL COURT PROSECUTOR	60,000	60,000	60,000	60,000	60,000	60,000
Contractual services Total:		388,787	295,961	310,000	300,000	260,000	290,000
101-5125-544001	OFFICE SUPPLIES	-	73	500	500	-	-
101-5125-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		-	73	500	500	-	-
LAW Total:		390,030	297,152	313,460	302,460	260,002	291,500

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
OTHER GENERAL EXPENDITURES		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5140-522080	INSURANCE & BONDS	351,680	374,353	350,000	350,000	352,100	359,157
101-5140-522097	CONTINGENCY	129,120	27,147	100,000	100,000	25,000	100,000
101-5140-522920	BANK & CREDIT CARD SERVICES	12,857	17,111	15,000	15,000	17,000	18,000
101-5140-527506	SPECIAL ACTIVITIES	986	4,660	10,000	10,000	7,500	10,000
101-5140-528476	CONTRIB BOYS & GIRLS CLUB	50,000	50,000	75,000	75,000	75,000	75,000
101-5140-528478	LRGVDC (RIO TRANSIT)	30,000	30,000	30,000	30,000	30,000	30,000
101-5140-528490	CONTRIB-WESLACO MUSEUM	63,100	63,100	63,100	63,100	63,100	63,100
101-5140-528495	CONTRIB-STC TRANSPORTATION	39,292	39,292	39,292	39,292	39,292	39,292
101-5140-528496	WESLACO 100 COMMITTEE	25,000	25,000	-	-	-	-
Other charges Total:		702,035	630,662	682,392	682,392	608,992	694,549
101-5140-580000	TRANSFERS TO OTHER FUNDS	3,079,170	2,194,269	2,113,256	-	2,252,496	-
101-5140-581121	121-ECONOMIC INCENTIVES	-	-	-	1,359,256	-	978,270
101-5140-580415	415-FD EQUIP. REPLACEMENT	-	-	-	444,000	-	425,000
101-5140-580410	410-CIP FUND	-	-	-	450,000	-	570,000
101-5140-580416	416-DRAINAGE FUND	-	-	-	100,000	-	100,000
101-5140-580550	550-AIRPORT FUND	250,000	250,000	250,000	250,000	250,000	250,000
Other Financing Uses Total:		3,329,170	2,444,269	2,363,256	2,603,256	2,502,496	2,323,270
OTHER GENERAL EXPENDITURE Total:		4,031,205	3,074,931	3,045,648	3,285,648	3,111,488	3,017,819

		History		Current			Proposed
POLICE		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5202-510010	EXEMPT WAGES	556,756	586,687	596,570	596,570	596,570	605,128
101-5202-510020	NON-EXEMPT WAGES	732,750	738,229	807,694	807,694	702,296	874,728
101-5202-510040	CERTIFIED WAGES	3,542,152	3,908,480	4,135,354	4,135,354	4,124,171	4,294,652
101-5202-510045	CIVIL SERVICE	78,259	75,274	78,620	78,620	73,473	80,180
101-5202-510080	OVERTIME	281,557	253,152	200,000	360,000	300,000	200,000
101-5202-510090	OVERTIME GRANTS	156,602	242,902	263,000	263,000	250,000	200,000
101-5202-511100	GROUP HEALTH INSURANCE	523,553	442,762	554,701	554,701	497,707	691,922
101-5202-511120	PENSION CONTRIBUTION	436,776	475,606	529,062	529,062	526,046	535,401
101-5202-511140	FICA TAX	316,502	349,533	378,666	378,666	374,884	387,791
101-5202-511150	MEDICARE TAX	74,021	81,746	86,532	86,532	87,674	90,693
101-5202-511160	WORKERS COMP INSURANCE	141,638	165,780	234,213	234,213	150,000	87,567
101-5202-511180	UNEMPLOYMENT TAX	16,305	1,689	27,250	27,250	23,000	28,000
Category: 51 - Personal services Total:		6,856,871	7,321,840	7,891,662	8,051,662	7,705,821	8,076,061
101-5202-522010	COMMUNICATIONS	56,102	51,140	55,000	55,000	60,600	55,000
101-5202-522043	TRAVEL AND TRAINING	43,126	71,080	70,000	70,000	70,000	85,000
101-5202-522044	TRAVEL AND TRAINING-LEOSE	390	(85)	-	-	5,021	-
101-5202-522045	TUITION REIMBURSEMENT	6,659	14,749	10,000	10,000	10,000	10,000
101-5202-522046	TRANSPORT-SECTION	-	1,076	1,000	1,000	1,000	1,000
101-5202-522080	INSURANCE & BONDS	-	-	-	-	1,473	-
101-5202-522240	ADVERTISING	4,442	9,192	8,000	8,000	8,000	6,000
101-5202-522320	COPYING EXPENSES	8,217	9,501	9,800	9,800	9,720	9,800
101-5202-522360	SUPPORT OF PERSONS	8,879	8,924	11,000	11,000	11,100	11,000
101-5202-522380	UTILITIES	33,124	34,293	33,000	33,000	35,000	33,000
101-5202-522440	POSTAGE	2,646	1,199	1,500	1,500	1,500	2,000
101-5202-522520	MEMBERSHIP & SUBSCRIPTION	21,234	33,421	25,000	25,000	28,000	60,500
101-5202-522626	MAINT-BUILDINGS	6,654	12,482	15,000	15,000	7,990	15,000
101-5202-522628	MAINT-OTHER	2,674	3,132	3,000	3,000	5,500	8,000
101-5202-522636	MAINT-VEHICLES	87,125	88,080	100,000	100,000	90,000	90,000
101-5202-522639	MAINT-RADIOS	21,569	21,365	28,300	28,300	28,000	30,000
101-5202-522740	PURCHASE OF INFORMATION	2,000	2,000	3,000	3,000	3,000	3,000
101-5202-522810	OTHER SERVICES	10,580	449,071	14,000	14,000	350,000	14,000
Category: 52 - Other charges Total:		315,421	810,621	387,600	387,600	725,904	433,300
101-5202-533010	PROFESSIONAL SERVICES	8,015	10,122	7,000	7,000	5,000	7,000
101-5202-533025	ATTORNEY & LEGAL FEES	275	-	-	-	-	-
Category: 53 - Contractual services Total:		8,290	10,122	7,000	7,000	5,000	7,000
101-5202-544001	OFFICE SUPPLIES	18,452	13,801	12,000	12,000	15,000	12,000
101-5202-544012	CLOTHING & LINENS	16,986	37,013	30,000	30,000	20,000	30,000
101-5202-544016	MOTOR FUEL & LUBE	133,750	150,355	120,000	120,000	90,000	100,000
101-5202-544022	LAB & PHOTO SUPPLIES	4,284	3,745	6,000	6,000	6,000	6,000
101-5202-544026	EDUCATIONAL SUPPLIES	6,085	5,307	6,000	6,000	8,000	6,000
101-5202-544037	FIREARMS CERTIFICATION	13,748	12,407	16,500	16,500	16,500	16,500
101-5202-544045	OTHER SUPPLIES	8,459	9,006	8,000	8,000	8,000	8,000
101-5202-548050	EQUIPMENT	-	-	-	-	60,000	-
Category: 54 - Supplies Total:		201,763	231,635	198,500	198,500	223,500	178,500
101-5202-550100	CAPITAL OUTLAY	450,000	-	109,150	642,150	115,000	168,370
101-5202-550110	OFFICE FURNITURE-EQUIPMENT	113,194	181,781	56,775	56,775	-	57,000
101-5202-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	19,800	-	-
101-5202-554131	TOOLS AND EQUIPMENT	-	-	-	168,890	-	-
101-5202-554240	VEHICLES	-	-	-	72,640	-	-
Category: 55 - Capital outlay Total:		563,194	181,781	165,925	960,255	115,000	225,370
Department: 5202 - POLICE Total:		7,945,540	8,555,999	8,650,687	9,605,017	8,775,225	8,920,231

		History		Current			Proposed
FIRE		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5206-510010	EXEMPT WAGES	93,261	96,524	102,696	102,696	102,696	102,696
101-5206-510020	NON-EXEMPT WAGES	54,993	56,602	57,050	57,050	57,050	57,283
101-5206-510040	CERTIFIED WAGES	3,584,101	3,713,247	3,838,795	3,838,795	3,838,795	3,988,299
101-5206-510080	OVERTIME	617,837	544,389	350,000	660,000	600,000	350,000
101-5206-511100	GROUP HEALTH INSURANCE	387,791	315,170	371,497	371,497	371,497	465,475
101-5206-511105	RETIREE HEALTH INSURANCE	195	2,345	2,442	2,442	2,442	3,043
101-5206-511120	PENSION CONTRIBUTION	4,500	4,270	4,963	4,963	4,963	4,903
101-5206-511125	FIREMENS PENSION CONTRIB.	509,963	531,046	514,931	514,931	544,979	532,919
101-5206-511129	CITY'S CONTRIB TO PENSION	6,594	6,594	-	-	-	-
101-5206-511140	FICA TAX	259,051	267,684	269,656	269,656	285,110	278,893
101-5206-511150	MEDICARE TAX	60,584	62,603	63,009	63,009	66,679	65,225
101-5206-511160	WORKERS COMP INSURANCE	99,330	60,637	151,634	151,634	67,500	74,315
101-5206-511180	UNEMPLOYMENT TAX	11,551	933	18,000	18,000	18,000	18,750
Personal services Total:		5,689,752	5,662,045	5,744,673	6,054,673	5,959,710	5,941,802
101-5206-522010	COMMUNICATIONS	11,936	12,479	16,000	16,000	15,000	15,000
101-5206-522043	TRAVEL AND TRAINING	43,574	41,310	44,550	44,550	35,000	44,550
101-5206-522047	TRAINING HAZMAT	800	-	800	800	800	800
101-5206-522240	ADVERTISING	906	312	1,000	1,000	-	1,000
101-5206-522320	COPYING EXPENSES	3,121	3,121	3,500	3,500	2,000	3,500
101-5206-522330	PRINTING	-	185	500	500	250	500
101-5206-522380	UTILITIES	22,153	22,850	21,000	21,000	21,000	20,000
101-5206-522440	POSTAGE	303	440	625	625	500	625
101-5206-522520	MEMBERSHIP & SUBSCRIPTION	13,095	12,007	14,200	14,200	15,000	14,200
101-5206-522626	MAINT-BUILDING	-	-	-	-	-	-
101-5206-522628	MAINT-OTHER	20,503	23,969	20,000	20,000	20,000	20,000
101-5206-522631	MAINT-OFFICE MACHINES	-	-	-	-	-	-
101-5206-522632	MAINT-APPARATUS	56,155	51,303	35,000	35,000	35,000	35,000
101-5206-522636	MAINT-VEHICLES	1,435	3,222	3,000	3,000	3,000	3,000
101-5206-522639	MAINT-RADIOS	6,973	6,699	5,000	5,000	4,000	5,000
101-5206-522810	OTHER SERVICES	3,303	3,888	3,000	3,000	2,000	3,000
101-5206-522820	CERTIFICATION & LICENSES	11,996	3,090	9,000	9,000	8,000	9,000
Other charges Total:		196,253	184,873	177,175	177,175	161,550	175,175
101-5206-533010	PROFESSIONAL SERVICES	6,013	58,168	58,000	58,000	58,000	58,000
Contractual services Total:		6,013	58,168	58,000	58,000	58,000	58,000
101-5206-544001	OFFICE SUPPLIES	6,155	5,171	6,200	6,200	6,200	6,200
101-5206-544012	CLOTHING & LINENS	50,628	48,308	50,000	50,000	52,000	52,000
101-5206-544015	BUNKER GEAR	64,461	53,129	60,000	60,000	55,000	60,000
101-5206-544016	MOTOR FUEL & LUBE	41,340	42,199	35,000	35,000	34,000	35,000
101-5206-544020	MINOR TOOLS	497	782	1,000	1,000	500	1,000
101-5206-544022	LAB & PHOTO SUPPLIES	-	-	200	200	-	200
101-5206-544025	CHEMICALS	2,040	5,676	4,000	4,000	4,000	4,000
101-5206-544026	EDUCATIONAL SUPPLIES	4,000	3,560	4,000	4,000	3,500	4,000
101-5206-544045	OTHER SUPPLIES	913	2,118	1,000	1,000	800	1,000
Supplies Total:		170,035	160,942	161,400	161,400	156,000	163,400
101-5206-550100	CAPITAL OUTLAY	-	-	81,929	81,929	81,929	-
101-5206-550110	OFFICE FURNITURE-EQUIPMENT	77,360	43,966	56,750	56,750	56,750	-
101-5206-554131	TOOL AND EQUIPMENT	-	-	-	-	-	56,500
Capital outlay Total:		77,360	43,966	138,679	138,679	138,679	56,500
FIRE Total:		6,139,413	6,109,995	6,279,927	6,589,927	6,473,939	6,394,877

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
						Budget
						FY 2020-2021
EMERGENCY MEDICAL SERVICES						
101-5208-522043	TRAVEL AND TRAINING	26,136	20,968	21,000	18,000	8,000
101-5208-522080	INSURANCE & BONDS	37,245	38,874	30,000	30,000	30,000
101-5208-522320	COPYING EXPENSES	2,121	2,216	2,000	2,000	2,000
101-5208-522440	POSTAGE	613	306	-	-	10
101-5208-522520	MEMBERSHIP & SUBSCRIPTION	18,001	15,834	16,400	16,400	19,000
101-5208-522628	MAINT-OTHER	3,359	2,881	4,000	4,000	4,000
101-5208-522636	MAINT-VEHICLES	16,472	14,223	18,000	18,000	20,000
101-5208-522639	MAINT-RADIOS	2,374	2,999	3,000	3,000	1,500
101-5208-522820	CERTIFICATION & LICENSES	6,361	6,293	5,000	5,000	3,500
Other charges Total:		112,682	104,593	99,400	96,400	88,010
101-5208-533010	PROFESSIONAL SERVICES	-	-	-	-	-
101-5208-533020	CONSULTANT	40,000	40,000	40,000	40,000	40,000
Contractual services Total:		40,000	40,000	40,000	40,000	40,000
101-5208-544001	OFFICE SUPPLIES	2,475	2,015	1,500	1,500	1,500
101-5208-544016	MOTOR FUEL & LUBE	35,330	33,224	30,000	30,000	27,000
101-5208-544021	MEDICAL SUPPLIES	37,765	53,439	49,000	49,000	49,000
101-5208-544026	EDUCATIONAL SUPPLIES	4,264	2,946	4,000	4,000	500
101-5208-544045	OTHER SUPPLIES	36,044	33,565	40,000	40,000	40,000
Supplies Total:		115,877	125,188	124,500	124,500	118,000
101-5208-550100	CAPITAL OUTLAY	-	-	45,000	46,000	55,848
101-5208-550110	OFFICE FURNITURE-EQUIPMENT	9,628	15,964	17,000	17,000	17,537
101-5208-554131	TOOL AND EQUIPMENT	-	-	-	-	-
Capital Outal Total		9,628	15,964	62,000	63,000	73,385
EMERGENCY MEDICAL SERVICE Total:		278,187	285,745	325,900	323,900	319,395
						281,185

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
EMERGENCY MANAGEMENT		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5209-510025	PART-TIME WAGES	8,124	11,708	15,912	15,912	15,912	15,912
101-5209-510080	OVERTIME	-	-	-	2,000	511	-
101-5209-511140	FICA TAX	509	741	991	991	991	987
101-5209-511150	MEDICARE TAX	119	173	253	253	253	231
101-5209-511160	WORKERS COMP INSURANCE	57	29	70	70	70	28
101-5209-511180	UNEMPLOYMENT TAX	75	65	250	250	250	250
Personal services Total:		8,885	12,716	17,476	19,476	17,987	17,407
101-5209-522010	COMMUNICATIONS	4,991	4,871	6,000	6,000	6,000	5,000
101-5209-522043	TRAVEL AND TRAINING	5,877	3,379	4,000	4,000	3,000	4,000
101-5209-522320	COPYING EXPENSES	-	-	-	-	150	-
101-5209-522520	MEMBERSHIP & SUBSCRIPTION	26,365	6,115	7,000	7,000	6,000	7,000
101-5209-522623	MAINT-STREETS FORCE ACCT	-	-	-	-	-	-
101-5209-522626	MAINT-BUILDING	7,000	-	-	-	-	-
101-5209-522628	MAINT-OTHER	755	2,216	1,000	1,000	1,000	1,000
101-5209-522636	MAINT-VEHICLES	1,711	1,400	2,000	2,000	-	2,000
101-5209-522637	MAINT-GENERATORS	-	3,742	7,000	7,000	7,000	7,000
101-5209-522639	MAINT-RADIOS	1,898	2,952	2,000	2,000	1,000	2,000
Other charges Total:		48,596	24,675	29,000	29,000	24,150	28,000
101-5209-533010	PROFESSIONAL SERVICES	1,507	-	1,500	1,500	1,000	1,500
101-5209-533013	CONTRACTUAL SERVICES-DISASTER	27,060	-	-	-	-	-
Contractual services Total:		28,567	-	1,500	1,500	1,000	1,500
101-5209-544001	OFFICE SUPPLIES	198	818	200	200	200	200
101-5209-544012	CLOTHING & LINENS	765	1,984	800	800	800	800
101-5209-544016	MOTOR FUEL & LUBE	3,297	7,759	3,500	3,500	3,000	3,000
101-5209-544045	OTHER SUPPLIES	528	272	-	110,000	-	-
101-5209-544046	MISCELLANEOUS	-	-	-	-	-	-
101-5209-544105	OTHER SUPPLIES-DISASTER	76,872	11,364	-	-	-	-
Supplies Total:		81,662	22,197	4,500	114,500	4,000	4,000
101-5209-550100	CAPITAL OUTLAY	-	-	-	-	-	-
101-5209-550110	EQUIPMENT/OFFICE FURNITURE	12,961	1,441	1,100	1,100	500	-
101-5209-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	-	-
101-5209-554131	MINOR TOOL/EQUIPMENT	-	-	-	-	-	-
101-5209-554240	VEHICLES	-	-	-	-	-	-
Capital outlay Total:		12,961	1,441	1,100	1,100	500	-
EMERGENCY MANAGEMENT Total:		180,670	61,028	53,576	165,576	47,637	50,907

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
PUBLIC WORKS ADMINISTRATION		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5300-510010	EXEMPT WAGES	121,802	115,714	131,299	131,299	135,000	137,560
101-5300-510020	NON-EXEMPT WAGES	60,234	60,521	60,508	60,508	58,000	59,664
101-5300-510080	OVERTIME	1,396	996	500	500	500	500
101-5300-511100	GROUP HEALTH INSURANCE	21,827	18,029	20,356	20,356	20,756	25,161
101-5300-511120	PENSION CONTRIBUTION	14,980	14,462	16,732	16,732	17,183	16,925
101-5300-511140	FICA TAX	10,951	10,797	12,017	12,017	12,250	12,259
101-5300-511150	MEDICARE TAX	2,561	2,525	2,734	2,734	2,875	2,867
101-5300-511160	WORKERS COMP INSURANCE	677	345	849	849	500	351
101-5300-511180	UNEMPLOYMENT TAX	648	36	1,000	1,000	750	1,000
Personal services Total:		235,075	223,424	245,995	245,995	247,814	256,287
101-5300-522010	COMMUNICATIONS	3,365	3,454	4,000	4,000	3,785	4,000
101-5300-522043	TRAVEL AND TRAINING	3,129	1,913	4,000	2,500	3,000	4,000
101-5300-522240	ADVERTISING	-	-	-	-	351	500
101-5300-522320	COPYING EXPENSES	2,510	2,568	2,800	2,800	3,490	3,500
101-5300-522440	POSTAGE	8	24	100	100	90	100
101-5300-522520	MEMBERSHIP & SUBSCRIPTION	-	-	420	420	420	420
101-5300-522636	MAINT-VEHICLES	1,150	3,783	4,600	4,600	720	2,600
101-5300-522810	OTHER SERVICES	2,188	1,837	900	1,300	890	900
Other charges Total:		12,350	13,579	16,820	15,720	12,746	16,020
101-5300-544001	OFFICE SUPPLIES	1,666	1,245	1,800	1,800	2,010	2,000
101-5300-544012	CLOTHING & LINENS	387	457	500	500	1,365	1,000
101-5300-544016	MOTOR FUEL & LUBE	4,336	5,651	3,500	3,500	2,835	3,500
101-5300-544045	OTHER SUPPLIES	1,454	1,405	1,700	1,700	1,295	1,700
Supplies Total:		7,842	8,758	7,500	7,500	7,505	8,200
101-5300-550100	CAPITAL OUTLAY	-	-	15,136	15,136	16,136	-
101-5300-550110	OFFICE FURNITURE-EQUIPMENT	1,000	504	1,100	1,100	1,097	600
Capital Outlay Total:		1,000	504	16,236	16,236	17,233	600
PUBLIC WORKS ADMIN Total:		256,267	246,266	286,551	285,451	285,298	281,107

		Actuals		Current		Proposed
		FY 2017-2018	FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Budget FY 2020-2021
STREETS						
101-5304-510010	EXEMPT WAGES	-	-	-	-	-
101-5304-510020	NON-EXEMPT WAGES	371,533	370,070	376,907	376,907	383,661
101-5304-510080	OVERTIME	42,666	28,812	10,000	10,000	10,000
101-5304-511100	GROUP HEALTH INSURANCE	72,822	53,604	71,246	71,246	88,063
101-5304-511120	PENSION CONTRIBUTION	33,879	32,549	33,700	33,700	33,697
101-5304-511140	FICA TAX	25,602	25,067	24,098	24,098	24,407
101-5304-511150	MEDICARE TAX	5,987	5,863	5,504	5,504	5,708
101-5304-511160	WORKERS COMP INSURANCE	32,632	16,941	40,531	40,531	10,375
101-5304-511180	UNEMPLOYMENT TAX	2,276	417	3,500	3,500	3,500
Personal services Total:		587,397	533,323	565,486	565,486	525,481
101-5304-522010	COMMUNICATIONS	1,060	792	1,500	792	1,360
101-5304-522043	TRAVEL AND TRAINING	1,092	340	800	-	800
101-5304-522080	INSURANCE & BONDS	-	-	-	14,520	8,188
101-5304-522240	ADVERTISING	341	312	-	-	-
101-5304-522389	UTILITIES STREET LIGHT	382,649	420,056	394,000	244,419	394,000
101-5304-522520	MEMBERSHIP & SUBSCRIPTION	-	218	-	-	-
101-5304-522622	MAINT-STORM SEWERS	-	(5,250)	15,000	-	15,000
101-5304-522624	MAINT-STREETS & IMPRV	74,755	60,677	68,000	28,539	39,000
101-5304-522625	MAINT-TOOLS & EQUIP	-	55	515	262	450
101-5304-522628	MAINT-OTHER	4,334	4,409	2,000	258	2,000
101-5304-522634	MAINT-MACHINERY	55,477	51,517	35,000	45,725	47,000
101-5304-522636	MAINT-VEHICLES	23,662	22,078	25,000	26,263	44,570
101-5304-522638	MAINT-TRAFFIC SIGNALS	7,223	2,100	8,000	4,010	6,900
101-5304-522810	OTHER SERVICES	5,520	5,122	4,000	4,653	7,980
Other charges Total:		556,113	562,426	553,815	369,442	566,448
101-5304-533050	STREET LIGHT INSTALLATION	(1,631)	8,846	15,000	11,706	18,775
Contractual services Total:		(1,631)	8,846	15,000	11,706	18,775
101-5304-544001	OFFICE SUPPLIES	142	626	1,000	445	765
101-5304-544012	CLOTHING & LINENS	8,476	8,714	9,700	6,613	10,440
101-5304-544016	MOTOR FUEL & LUBE	60,835	66,612	50,000	22,808	37,000
101-5304-544020	MINOR TOOLS	104	418	800	-	800
101-5304-544025	CHEMICALS	171	-	2,000	-	2,000
101-5304-544041	TRAFFIC SIGNS	7,446	7,691	4,500	4,613	7,815
101-5304-544043	PAINT (STRIPING STREETS)	8,258	34,407	10,000	1,101	10,000
101-5304-544045	OTHER SUPPLIES	9,494	6,586	3,000	4,390	5,590
Supplies Total:		94,927	125,054	81,000	39,970	71,610
101-5304-550100	CAPITAL OUTLAY	-	-	55,700	37,395	45,189
101-5304-550110	EQUIPMENT/OFFICE FURNITURE	8,628	26,501	7,144	66	7,144
101-5304-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	14,820
101-5304-554131	MINOR TOOL/EQUIPMENT	-	-	-	-	33,043
Capital outlay Total:		8,628	26,501	62,844	37,461	52,333
STREETS Total:		1,245,434	1,256,150	1,278,145	1,024,065	1,234,647
						1,333,329

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
DRAIN DITCH MAINTENANCE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5307-510010	EXEMPT WAGES	-	-	-	-	-	-
101-5307-510020	NON-EXEMPT WAGES	338,052	337,089	392,745	382,745	384,230	388,455
101-5307-510080	OVERTIME	32,830	15,740	10,000	13,000	10,000	10,000
101-5307-511100	GROUP HEALTH INSURANCE	67,089	52,135	71,246	71,246	65,000	88,063
101-5307-511120	PENSION CONTRIBUTION	30,384	28,791	35,037	35,037	34,298	34,108
101-5307-511140	FICA TAX	22,862	22,126	25,075	25,075	24,442	24,704
101-5307-511150	MEDICARE TAX	5,347	5,175	5,745	5,745	5,716	5,778
101-5307-511160	WORKERS COMP INSURANCE	16,306	8,188	22,544	22,544	12,000	7,761
101-5307-511180	UNEMPLOYMENT TAX	1,947	113	3,500	3,500	2,500	3,500
Personal services Total:		514,817	469,356	565,892	558,892	538,187	562,368
101-5307-522043	TRAVEL AND TRAINING	-	-	-	-	507	600
101-5307-522095	SPECIAL PROJECTS	6,279	10,943	12,000	12,000	9,500	12,000
101-5307-522625	MAINT-TOOLS & EQUIP	-	647	500	500	-	500
101-5307-522628	MAINT-OTHER	1,808	2,483	1,000	1,000	1,000	1,000
101-5307-522634	MAINT-MACHINERY	39,871	58,815	55,000	77,000	100,000	70,000
101-5307-522636	MAINT-VEHICLES	14,677	23,122	20,000	20,000	17,700	25,000
101-5307-522810	OTHER SERVICES	445	1,473	1,400	1,400	720	1,400
101-5307-522300	EQUIPMENT RENTAL	-	-	-	-	-	10,000
Other charges Total:		63,081	97,483	89,900	111,900	129,427	120,500
101-5307-533034	STORM WATER PROJECT	15,986	30,374	-	16,000	16,000	38,000
Contractual services Total:		15,986	30,374	-	16,000	16,000	38,000
101-5307-544012	CLOTHING & LINENS	6,841	8,134	9,100	9,100	10,475	10,000
101-5307-544016	MOTOR FUEL & LUBE	35,099	37,226	25,000	33,000	35,760	36,000
101-5307-544020	MINOR TOOLS	1,782	1,809	1,500	1,500	1,500	2,000
101-5307-544045	OTHER SUPPLIES	6,988	8,360	9,000	9,000	9,080	9,000
Supplies Total:		50,710	55,529	44,600	52,600	56,815	57,000
101-5307-550100	CAPITAL OUTLAY	-	-	18,200	18,200	18,200	42,880
101-5307-550110	OFFICE FURNITURE-EQUIPMENT	3,951	3,976	-	-	66	-
101-5307-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	-	-
101-5307-554131	TOOL AND EQUIPMENT	-	-	-	233,206	-	5,000
101-5307-554240	VEHICLES	-	-	-	-	-	25,000
Capital outlay Total:		3,951	3,976	18,200	251,406	18,266	72,880
DRAIN DITCH MAINTENANCE Total:		648,546	656,718	718,592	990,798	758,695	850,748

		History		Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
FLEET MAINTENANCE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5340-510010	EXEMPT WAGES	55,925	56,257	56,737	56,737	56,737	56,737
101-5340-510020	NON-EXEMPT WAGES	102,347	112,340	135,792	135,792	113,868	133,712
101-5340-510080	OVERTIME	6,129	3,587	2,000	2,000	2,000	2,000
101-5340-511100	GROUP INSURANCE	26,685	22,551	30,534	30,534	24,500	37,741
101-5340-511120	PENSION CONTRIBUTION	13,434	14,050	16,923	16,923	15,017	16,474
101-5340-511140	FICA TAX	10,028	10,734	12,108	12,108	10,702	11,932
101-5340-511150	MEDICARE TAX	2,345	2,510	2,774	2,774	2,503	2,791
101-5340-511160	WORKMENS COMP	5,402	2,887	7,994	7,994	4,000	3,455
101-5340-511180	FUTA	811	45	1,500	1,500	1,000	1,500
Personal services Total:		223,107	224,961	266,362	266,362	230,326	266,342
101-5340-522010	COMMUNICATIONS	874	625	1,000	1,000	530	1,000
101-5340-522043	TRAVEL AND TRAINING	2,056	720	1,250	1,250	1,300	1,250
101-5340-522080	INSURANCE AND BONDS	504	776	840	840	840	862
101-5340-522628	MAINT-OTHER	-	2,498	-	-	130	200
101-5340-522632	MAINT-APPARATUS	762	786	2,700	2,700	2,370	2,700
101-5340-522634	MAINT-MACHINERY	203	991	1,800	1,800	1,355	1,800
101-5340-522636	MAINT-VEHICLES	10,531	5,299	7,600	7,600	4,175	7,600
101-5340-522810	OTHER SERVICES	384	95	400	400	120	400
Other charges Total:		15,314	11,790	15,590	15,590	10,820	15,812
101-5340-544001	OFFICE SUPPLIES	814	599	900	900	975	1,000
101-5340-544008	WELDING SUPPLIES	1,447	2,250	3,300	3,300	1,236	3,300
101-5340-544012	CLOTHING & LINENS	2,838	3,522	3,400	3,400	3,480	3,500
101-5340-544016	MOTOR FUEL & LUBE	2,578	2,294	1,500	1,500	2,270	2,300
101-5340-544020	MINOR TOOLS	6,966	1,360	1,500	1,500	4,600	3,600
101-5340-544021	CHEMICALS-MEDICAL	696	113	400	400	420	450
101-5340-544045	OTHER SUPPLIES	4,393	3,722	3,800	3,800	6,650	4,700
Supplies Total:		19,732	13,859	14,800	14,800	19,631	18,850
101-5340-550100	CAPITAL OUTLAY	-	-	65,200	65,200	-	86,000
101-5340-550110	OFFICE FURNITURE-EQUIPMENT	18,727	2,502	1,000	1,000	1,020	-
101-5340-554131	TOOL AND EQUIPMENT	-	-	-	-	-	7,200
Capital outlay Total:		18,727	2,502	66,200	66,200	1,020	93,200
FLEET MAINTENANCE SHOP Total:		276,879	253,113	362,952	362,952	261,797	394,204

		History	Current		Proposed
		Actuals	Budget	FY 2019-2020	Estimated
		FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
ENGINEERING					Budget
					FY 2020-2021
101-5350-510010	EXEMPT WAGES	-	-	-	86,000
101-5350-510020	NON-EXEMPT WAGES	-	-	-	178,937
101-5350-510025	PART-TIME WAGES	-	-	-	7,041
101-5350-510080	OVERTIME	-	-	-	2,000
101-5350-511100	GROUP HEALTH INSURANCE	-	-	-	37,741
101-5350-511120	PENSION CONTRIBUTION	-	-	-	22,850
101-5350-511140	FICA TAX	-	-	-	16,987
101-5350-511150	MEDICARE TAX	-	-	-	3,973
101-5350-511160	WORKERS COMP INSURANCE	-	-	-	940
101-5350-511180	UNEMPLOYMENT TAX	-	-	-	2,500
Category: 51 - Personal services Total:		-	-	-	358,969
101-5350-522010	COMMUNICATIONS	-	-	-	5,000
101-5350-522043	TRAVEL AND TRAINING	-	-	-	9,000
101-5350-522240	ADVERTISING	-	-	-	-
101-5350-522320	COPYING EXPENSES	-	-	-	2,500
101-5350-522440	POSTAGE	-	-	-	1,000
101-5350-522520	MEMBERSHIP & SUBSCRIPTION	-	-	-	2,000
101-5350-522636	MAINT-VEHICLES	-	-	-	3,000
101-5350-522639	MAINT-RADIOS	-	-	-	200
Category: 52 - Other charges Total:		-	-	-	22,700
101-5350-533010	PROFESSIONAL SERVICES	-	-	-	30,000
Category: 53 - Contractual services Total:		-	-	-	30,000
101-5350-544001	OFFICE SUPPLIES	-	-	-	2,700
101-5350-544012	CLOTHING & LINENS	-	-	-	1,300
101-5350-544016	MOTOR FUEL & LUBE	-	-	-	3,600
101-5350-544023	MAPS & GRAPHICS	-	-	-	500
101-5350-544024	INK-PENS & DRAFTING PAPER	-	-	-	1,000
101-5350-544045	OTHER SUPPLIES	-	-	-	1,000
Category: 54 - Supplies Total:		-	-	-	10,100
101-5350-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	20,200
101-5350-554131	TOOL AND EQUIPMENT	-	-	-	11,100
Category: 55 - Capital outlay Total:		-	-	-	31,300
Department: 5350 - ENGINEERING Total:		-	-	-	453,069

		History		Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
PARKS & RECREATION		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5404-510010	EXEMPT WAGES	67,880	71,896	67,194	67,194	69,500	71,200
101-5404-510020	NON-EXEMPT WAGES	221,411	218,356	270,053	250,053	247,000	274,640
101-5404-510025	PART-TIME WAGES	2,400	-	-	-	-	10,000
101-5404-510030	TEMPORARY WAGES	8,829	7,591	17,500	17,500	-	17,500
101-5404-510080	OVERTIME	31,280	13,209	15,000	15,000	15,000	15,000
101-5404-511100	GROUP HEALTH INSURANCE	53,777	37,169	61,068	61,068	53,277	75,482
101-5404-511120	PENSION CONTRIBUTION	26,180	24,762	30,670	30,670	28,841	30,978
101-5404-511140	FICA TAX	20,349	19,472	23,007	23,007	20,553	24,077
101-5404-511150	MEDICARE TAX	4,759	4,554	5,280	5,280	4,807	5,631
101-5404-511160	WORKERS COMP INSURANCE	9,705	5,088	14,509	14,509	6,500	4,908
101-5404-511180	UNEMPLOYMENT TAX	1,565	449	4,750	4,750	3,000	5,000
Personal services Total:		448,135	402,548	509,031	489,031	448,477	534,417
101-5404-522010	COMMUNICATIONS	4,876	3,427	6,000	6,000	3,575	4,000
101-5404-522043	TRAVEL AND TRAINING	2,315	660	4,000	1,000	-	2,500
101-5404-522240	ADVERTISING	312	-	600	600	-	500
101-5404-522300	EQUIPMENT RENTAL	270	-	750	750	129	750
101-5404-522320	COPYING EXPENSES	777	1,047	1,200	1,200	1,847	1,500
101-5404-522380	UTILITIES	17,011	2,992	-	-	-	-
101-5404-522440	POSTAGE	171	501	300	300	44	200
101-5404-522520	MEMBERSHIP & SUBSCRIPTION	182	-	500	500	-	500
101-5404-522629	MAINT-PARKS	54,347	21,758	55,000	55,000	56,627	55,000
101-5404-522634	MAINT-MACHINERY	4,772	2,136	3,000	13,000	19,630	10,000
101-5404-522636	MAINT-VEHICLES	7,884	6,799	6,000	6,000	3,231	4,000
101-5404-522639	MAINT-RADIOS	-	-	1,500	1,500	-	1,000
101-5404-522643	MAINT-POOL	7,395	6,611	7,000	-	-	7,000
101-5404-522810	OTHER SERVICES	6,418	-	-	-	146	200
101-5404-522920	BANK & CREDIT CARD SERVICES	-	38	-	-	-	-
101-5404-527500	RECREATIONAL PROGRAMS	10,161	1,926	18,000	18,000	17,468	18,000
101-5404-527505	SPECIAL EVENTS	-	2,155	-	-	-	-
101-5404-527510	FIREWORKS DISPLAY	15,000	14,390	15,000	-	15,000	15,000
Other charges Total:		131,891	64,442	118,850	103,850	117,697	120,150
101-5404-533010	PROFESSIONAL SERVICES	60,193	160	2,000	2,000	-	2,000
Contractual services Total:		60,193	160	2,000	2,000	-	2,000
101-5404-544001	OFFICE SUPPLIES	811	639	1,000	1,000	444	700
101-5404-544005	JANITOR SUPPLIES	9,726	7,329	7,200	7,200	4,922	7,200
101-5404-544012	CLOTHING & LINENS	5,645	4,959	6,000	6,000	4,159	6,000
101-5404-544016	MOTOR FUEL & LUBE	15,828	15,505	13,000	13,000	10,714	11,000
101-5404-544020	MINOR TOOLS	761	-	1,000	1,000	833	1,000
101-5404-544025	CHEMICALS	1,897	917	5,000	5,000	523	3,000
101-5404-544040	LANDSCAPING	7,489	-	5,000	5,000	-	5,000
101-5404-544045	OTHER SUPPLIES	5,409	689	4,000	4,000	1,472	4,000
Supplies Total:		47,565	30,039	42,200	42,200	23,067	37,900
101-5404-550100	CAPITAL OUTLAY	-	-	160,800	160,800	127,813	25,000
101-5404-550110	OFFICE FURNITURE-EQUIPMENT	3,139	7,995	-	-	-	-
101-5404-554131	TOOL AND EQUIPMENT	-	-	-	-	-	3,400
Capital outlay Total:		3,139	7,995	160,800	160,800	127,813	28,400
PARKS & RECREATION Total:		690,923	505,185	832,881	797,881	717,054	722,867

		History		Current		Proposed	
LIBRARY		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5410-510010	EXEMPT WAGES	160,781	141,021	173,915	173,915	160,132	174,605
101-5410-510020	NON-EXEMPT WAGES	179,058	202,371	219,649	215,649	219,649	219,630
101-5410-510025	PART-TIME WAGES	52,740	51,335	56,510	56,510	51,000	67,170
101-5410-510080	OVERTIME	235	512	2,000	2,000	100	2,000
101-5410-511100	GROUP HEALTH INSURANCE	56,559	44,554	55,979	55,979	49,634	69,192
101-5410-511120	PENSION CONTRIBUTION	27,745	28,063	34,492	34,492	33,041	33,918
101-5410-511140	FICA TAX	23,573	23,925	28,160	28,160	23,546	28,731
101-5410-511150	MEDICARE TAX	5,514	5,596	6,444	6,444	5,507	6,719
101-5410-511160	WORKERS COMP INSURANCE	1,621	839	2,310	2,310	1,200	1,104
101-5410-511180	UNEMPLOYMENT TAX	2,078	641	5,000	5,000	2,500	5,500
Category: 51 - Personal services Total:		509,904	498,857	584,459	580,459	546,309	608,569
101-5410-522010	COMMUNICATIONS	6,794	10,336	14,500	14,500	16,500	15,500
101-5410-522043	TRAVEL AND TRAINING	12,746	5,989	7,600	3,600	2,007	6,600
101-5410-522320	COPYING EXPENSES	-	-	10,000	10,000	10,000	11,000
101-5410-522380	UTILITIES	31,436	30,104	26,000	26,000	23,000	23,000
101-5410-522440	POSTAGE	1,441	1,823	1,500	1,500	2,500	2,500
101-5410-522520	MEMBERSHIP & SUBSCRIPTION	939	340	1,000	1,000	1,000	1,000
101-5410-522626	MAINT-BUILDING	13,760	27,829	19,000	19,000	20,000	18,000
101-5410-522631	MAINT-OFFICE MACHINES	-	-	150	150	-	150
101-5410-522635	MAINT-COMPUTER EQUIP	1,015	2,506	2,300	2,300	3,800	3,800
101-5410-522636	MAINT-VEHICLES	429	206	1,300	300	-	1,500
101-5410-522780	COMPUTER VENDOR SUPPORT	6,998	6,285	11,500	11,500	15,000	15,000
101-5410-522810	OTHER SERVICES	6,379	334	2,000	2,000	2,000	2,000
Category: 52 - Other charges Total:		81,936	85,751	96,850	91,850	95,807	100,050
101-5410-533015	WORK STUDY	5,924	5,853	5,000	5,000	5,000	7,600
101-5410-533100	CONTRACTUAL SERVICES	36,709	33,968	37,500	37,500	41,000	41,000
Category: 53 - Contractual services Total:		42,633	39,821	42,500	42,500	46,000	48,600
101-5410-544001	OFFICE SUPPLIES	6,322	6,293	8,500	8,500	9,300	9,300
101-5410-544016	MOTOR FUEL & LUBE	100	167	275	275	275	275
101-5410-544028	SUMMER READING PROGRAM	11,316	11,116	13,000	13,000	13,000	13,000
101-5410-544029	LIBRARY & MEDIA CTR PROGRAM	1,411	2,401	3,500	3,500	2,000	3,500
101-5410-544032	CONTINUATIONS & DATABASES	19,537	14,194	16,500	16,500	18,000	18,000
101-5410-544045	OTHER SUPPLIES	28,291	25,477	25,000	25,000	28,500	27,000
101-5410-544101	GRANT EXPENDITURES	23,967	14,288	53,000	13,000	55,000	40,000
Category: 54 - Supplies Total:		90,944	73,937	119,775	79,775	126,075	111,075
101-5410-550100	CAPITAL OUTLAY	-	-	8,500	8,500	8,500	17,000
101-5410-550110	OFFICE FURNITURE-EQUIPMENT	21,389	14,567	24,750	24,750	24,750	8,125
101-5410-554461	CAPITAL OUTLAY BOOKS	41,026	41,087	45,000	45,000	45,000	45,000
101-5410-554131	TOOL AND EQUIPMENT	-	-	-	-	-	16,000
Category: 55 - Capital outlay Total:		62,415	55,654	78,250	78,250	78,250	86,125
Department: 5410 - LIBRARY Total:		787,832	754,020	921,834	872,834	892,441	954,419

		History		Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
PLANNING & CODE ENFORCEMENT		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5511-510010	EXEMPT WAGES	236,620	208,645	252,832	252,832	133,870	173,983
101-5511-510020	NON-EXEMPT WAGES	468,492	471,406	526,219	511,219	530,826	412,535
101-5511-510025	PART-TIME WAGES	8,050	-	-	-	-	-
101-5511-510030	TEMPORARY WAGES	1,675	39,998	7,041	7,041	-	-
101-5511-510080	OVERTIME	24,752	21,797	10,000	20,000	21,000	9,000
101-5511-511100	GROUP HEALTH INSURANCE	94,166	78,831	106,869	106,869	91,632	100,643
101-5511-511120	PENSION CONTRIBUTION	59,737	57,717	68,664	68,664	59,656	50,976
101-5511-511140	FICA TAX	44,372	45,310	49,561	49,561	46,892	36,922
101-5511-511150	MEDICARE TAX	10,377	10,597	11,359	11,359	10,503	8,635
101-5511-511160	WORKERS COMP INSURANCE	7,115	4,476	12,735	12,735	4,300	3,250
101-5511-511180	UNEMPLOYMENT TAX	3,007	508	6,000	6,000	4,500	4,000
Category: 51 - Personal services Total:		958,360	939,284	1,051,280	1,046,280	903,179	799,944
101-5511-522010	COMMUNICATIONS	13,845	12,314	13,000	13,000	14,600	9,100
101-5511-522043	TRAVEL AND TRAINING	23,019	26,385	23,000	23,000	11,000	17,000
101-5511-522240	ADVERTISING	9,883	5,997	7,000	7,000	5,300	7,000
101-5511-522320	COPYING EXPENSES	4,182	5,121	5,000	5,000	6,700	2,500
101-5511-522440	POSTAGE	3,649	6,638	6,000	6,000	3,700	6,000
101-5511-522520	MEMBERSHIP & SUBSCRIPTION	9,160	5,006	11,000	11,000	7,900	7,700
101-5511-522631	MAINT-OFFICE MACHINES	-	-	500	500	-	-
101-5511-522636	MAINT-VEHICLES	9,074	8,782	7,500	7,500	12,600	7,500
101-5511-522639	MAINT-RADIOS	45	445	500	500	100	500
101-5511-522720	ANIMAL SHELTER	53,555	99,208	90,000	90,000	87,400	90,000
101-5511-522810	OTHER SERVICES	6,639	5,385	6,000	6,000	6,700	6,000
101-5511-522940	DEMOLITION & CLEANING	19,147	-	15,000	15,000	-	15,000
Category: 52 - Other charges Total:		152,198	175,281	184,500	184,500	156,000	168,300
101-5511-533010	PROFESSIONAL SERVICES	14,327	67,739	30,000	30,000	34,600	25,000
Category: 53 - Contractual services Total:		14,327	67,739	30,000	30,000	34,600	25,000
101-5511-544001	OFFICE SUPPLIES	4,159	4,759	5,400	5,400	3,700	2,700
101-5511-544009	ANIMAL WARDEN SUPPLIES	1,850	1,026	2,000	2,000	1,400	2,000
101-5511-544012	CLOTHING & LINENS	7,256	12,489	12,800	12,800	10,068	5,000
101-5511-544016	MOTOR FUEL & LUBE	17,807	17,665	12,000	12,000	12,000	8,400
101-5511-544023	MAPS & GRAPHICS	395	-	500	500	-	-
101-5511-544024	INK-PENS & DRAFTING PAPER	80	350	1,000	1,000	1,900	-
101-5511-544042	CODE BOOK-CODIFICATION	1,174	1,176	1,200	1,200	455	-
101-5511-544045	OTHER SUPPLIES	527	2,118	1,000	1,000	1,000	700
101-5511-544050	MOSQUITO SPRAY	11,375	5,507	4,000	4,000	4,000	7,000
Category: 54 - Supplies Total:		44,624	45,091	39,900	39,900	34,523	25,800
101-5511-550100	CAPITAL OUTLAY	-	-	58,000	63,000	62,030	10,000
101-5511-550110	OFFICE FURNITURE-EQUIPMENT	18,897	13,106	10,000	15,000	7,785	-
101-5410-554131	TOOL AND EQUIPMENT	-	-	-	-	-	13,600
Category: 55 - Capital outlay Total:		18,897	13,106	68,000	78,000	69,815	23,600
Department: 5511 - PLANNING & CODE ENF Total:		1,188,406	1,240,501	1,373,680	1,378,680	1,198,117	1,042,644

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
DEBT SERVICE & BAD DEBT EXPENSE						Budget
						FY 2020-2021
101-5700-566120	PRINCIPAL-CAP LEASES	129,586	269,510	256,619	256,619	256,619
101-5700-566220	INTEREST-CAP LEASES	10,515	44,562	36,291	36,291	36,291
Debt service Total:		140,101	314,072	292,910	292,910	292,910
DEBT SERVICE Total:		140,101	314,072	292,910	292,910	292,910
101-5800-522098	BAD DEBT EXPENSE	-	-	-	-	-
Other charges Total:		-	-	-	-	-
TRANSFERS & OTHER USES Total:		-	-	-	-	-

ECONOMIC INCENTIVES FUND

ECONOMIC INCENTIVES FUND

	History		Current		
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
Financial Summary					
121-4000-490100 TRANSFERS IN	1,160,000	1,111,256	993,256	1,359,256	993,256
Other Financing Sources Total:	1,160,000	1,111,256	993,256	1,359,256	993,256
REVENUE Total:	1,160,000	1,111,256	993,256	1,359,256	993,256
EXPENDITURES DETAIL					
121-5101-523010 SALES TAX AGREEMENT	576,780	590,635	584,785	584,785	591,542
121-5101-553120 CAPITAL OUTLAY IMPROV.	664,970	592,973	408,471	408,471	623,346
121-5140-580000 TRANSFERS TO OTHER FUNDS	-	-	-	-	-
TOTAL EXPENDITURES DETAIL	1,241,750	1,183,608	993,256	993,256	1,214,888
REVENUES OVER (UNDER) EXPENDITURES	(81,750)	(72,352)	-	366,000	(221,632)

ECONOMIC INCENTIVES FUND	PROPOSED	3 YEAR PLAN		
Financial Summary	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
121-4000-490100 TRANSFERS IN	978,270	113,021	115,281	117,281
Other Financing Sources Total:	978,270	113,021	115,281	117,281
REVENUE Total:	978,270	113,021	115,281	117,281
EXPENDITURES DETAIL				
121-5101-523010 SALES TAX AGREEMENT	342,457	-	-	-
121-5101-553120 CAPITAL OUTLAY IMPROV.	635,813	113,021	115,281	117,281
121-5140-580000 TRANSFERS TO OTHER FUNDS	-	-	-	-
TOTAL EXPENDITURES DETAIL	978,270	113,021	115,281	117,281
REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-

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HOTEL/ MOTEL FUND

HOTEL/MOTEL TAX FUND		History		Current		
		2017-2018	2018-2019	2019-2020	2019-2020	2019-2020
Financial Summary		Actual	Actual	Budget	Amended	Estimated
221-4000-413300 ROOM OCCUPANCY TAX		365,473	349,728	360,000	360,000	314,000
Non property taxes Total:		365,473	349,728	360,000	360,000	314,000
REVENUE Total:		365,473	349,728	360,000	360,000	314,000
EXPENDITURE SUMMARY						
ADMINISTRATIVE SERVICES						
221-5102-522380 UTILITIES		34,514	32,539	40,000	40,000	40,000
221-5102-522626 MAINT-BUILDING		-	136	-	-	-
221-5102-533010 PROFESSIONAL SERVICES		9,474	9,808	11,000	11,000	9,800
TOTAL ADMINISTRATIVE SERVICES		43,988	42,483	51,000	51,000	49,800
		-	-	-	-	-
MISC. DEVELOPMENT						
221-5504-522242 COMMUNITY PROMOTION		438	1,512	15,000	15,000	5,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR		32,500	39,100	40,800	40,800	50,800
221-5504-528493 WESLACO CHAMBER OF COMM		191,740	183,665	286,960	286,960	286,960
221-5504-528497 FRONTERA AUDUBON		30,800	33,000	39,000	39,000	39,000
221-5504-528499 VALLEY CHAMB COMM		2,500	5,000	5,000	5,000	5,000
TOTAL MISC. DEVELOPMENT		257,978	262,277	386,760	386,760	386,760
TOTAL EXPENDITURES		301,966	304,760	437,760	437,760	436,560
REVENUES OVER(UNDER) EXPENDITURES:		63,507	44,968	(77,760)	(77,760)	(122,560)

HOTEL/MOTEL TAX FUND	PROPOSED	3 YEAR PLAN		
Financial Summary	Budget FY 2020-2021	FISCAL YEAR 2021-2022	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024
221-4000-413300 ROOM OCCUPANCY TAX	350,000	370,000	374,000	375,000
Non property taxes Total:	350,000	370,000	374,000	375,000
REVENUE Total:	350,000	370,000	374,000	375,000
EXPENDITURE SUMMARY				
<i>ADMINISTRATIVE SERVICES</i>				
221-5102-522380 UTILITIES	40,000	40,000	40,000	40,000
221-5102-522626 MAINT-BUILDING	-	-	-	-
221-5102-533010 PROFESSIONAL SERVICES	10,000	11,000	11,000	11,000
TOTAL ADMINISTRATIVE SERVICES	50,000	51,000	51,000	51,000
	-	-	-	-
<i>MISC. DEVELOPMENT</i>				
221-5504-522242 COMMUNITY PROMOTION	10,000	15,000	15,000	15,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR	25,000	39,100	39,100	39,100
221-5504-528493 WESLACO CHAMBER OF COMM	242,135	183,665	183,665	183,665
221-5504-528497 FRONTERA AUDUBON	20,000	33,000	33,000	33,000
221-5504-528499 VALLEY CHAMB COMM	5,000	5,000	5,000	5,000
TOTAL MISC. DEVELOPMENT	302,135	275,765	275,765	275,765
TOTAL EXPENDITURES	352,135	326,765	326,765	326,765
REVENUES OVER(UNDER) EXPENDITURES:	(2,135)	43,235	47,235	48,235

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DEBT SERVICE FUND

INTEREST & SINKING FUND

INTEREST & SINKING FUND		History		Current		
Financial Summary		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
301-4000-401100	CURRENT ADVALOREM TAX	2,613,593	2,619,297	3,586,611	3,586,611	2,800,000
301-4000-401200	DELINQUENT ADVALOREM TAX	83,270	77,356	50,000	50,000	65,000
301-4000-401900	INTEREST & PENALTY ON TAX	66,609	69,523	5,000	5,000	55,000
Property taxes Total:		2,763,472	2,766,176	3,641,611	3,641,611	2,920,000
301-4000-460100	INTEREST EARNED	32,621	36,571	35,500	35,500	35,500
301-4000-460300	INTEREST ON INVESTMENTS	7,672	13,124	10,500	10,500	7,000
301-4000-490100	TRANSFERS IN	-	-	-	-	-
Other Revenue Total:		40,293	49,696	46,000	46,000	42,500
REVENUE Total:		2,803,765	2,815,872	3,687,611	3,687,611	2,962,500
EXPENDITURE DETAIL						
301-5700-566110	BOND PRINCIPAL	1,885,182	2,091,072	2,690,833	2,690,833	2,130,000
301-5700-566210	BOND INTEREST	662,891	742,075	693,681	693,681	693,681
301-5700-566301	DEBT ADMINISTRATION FEES	1,400	1,130	1,000	1,145	1,145
TOTAL EXPENDITURE DETAIL		2,549,473	2,834,277	3,385,514	3,385,659	2,824,826
REVENUES OVER (UNDER)		254,292	(18,405)	302,097	301,952	137,674

INTEREST & SINKING FUND

Financial Summary	PROPOSED	3 YEAR PLAN		
	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
301-4000-401100 CURRENT ADVALOREM TAX	3,087,318	2,947,000	2,947,000	2,600,000
301-4000-401200 DELINQUENT ADVALOREM TAX	40,000	35,000	30,000	25,000
301-4000-401900 INTEREST & PENALTY ON TAX	5,000	3,500	3,000	2,500
Property taxes Total:	3,132,318	2,985,500	2,980,000	2,627,500
301-4000-460100 INTEREST EARNED	35,500	35,500	35,500	35,500
301-4000-460300 INTEREST ON INVESTMENTS	10,500	10,500	10,500	10,500
301-4000-490100 TRANSFERS IN	-	-		
Other Revenue Total:	46,000	46,000	46,000	46,000
REVENUE Total:	3,178,318	3,031,500	3,026,000	2,673,500
EXPENDITURE DETAIL				
301-5700-566110 BOND PRINCIPAL	2,190,000	2,260,000	2,340,000	995,000
301-5700-566210 BOND INTEREST	627,703	564,818	487,856	422,531
301-5700-566301 DEBT ADMINISTRATION FEES	1,000	1,000	1,000	1,000
TOTAL EXPENDITURE DETAIL	2,818,703	2,825,818	2,828,856	1,418,531
REVENUES OVER (UNDER)	359,615	205,682	197,144	1,254,969

SERIES 2019 I&S DEBT FUND

Financial Summary	History			Current	
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
302-4000-401100 CURRENT ADVALOREM TAX	-	-	-	524,854	544,183
301-4000-401900 INTEREST & PENALTY ON TAX	-	-	-	6,746	8,546
Property taxes Total:	-	-	-	531,601	552,729
REVENUE Total:	-	-	-	531,601	552,729
EXPENDITURE DETAIL					
302-5700-566110 BOND PRINCIPAL	-	-	-	220,000	220,000
302-5700-566210 BOND INTEREST	-	-	-	147,379	332,729
302-5700-566301 DEBT ADMINISTRATION FEES	-	-	-	-	-
TOTAL EXPENDITURE DETAIL	-	-	-	367,379	552,729
REVENUES OVER (UNDER)	-	-	-	164,222	-

SERIES 2019 I&S DEBT FUND

Financial Summary	PROPOSED	3 YEAR PLAN		
	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
302-4000-401100 CURRENT ADVALOREM TAX	589,933	556,200	555,950	681,950
301-4000-401900 INTEREST & PENALTY ON TAX	-	-	-	-
Property taxes Total:	589,933	556,200	555,950	681,950
REVENUE Total:	589,933	556,200	555,950	681,950
EXPENDITURE DETAIL				
302-5700-566110 BOND PRINCIPAL	190,000	200,000	210,000	350,000
302-5700-566210 BOND INTEREST	365,950	356,200	345,950	331,950
302-5700-566301 DEBT ADMINISTRATION FEES	-	-	-	-
TOTAL EXPENDITURE DETAIL	555,950	556,200	555,950	681,950
REVENUES OVER (UNDER)	33,983	-	-	-

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CAPITAL IMPRROVEMENT PROGRAM FUND

CAPITAL IMPROV. PROGRAM FUND

	History		Current		
	2017-2018	2018-2019	2019-2020	2019-2020	2019-2020
Financial Summary	Actual	Actual	Budget	Amended	Estimated
410-4000-450010 INTERGOVERNMENTAL REVENUE	20,000	-	600,000	600,000	100,000
410-4000-455420 KNAPP FOUNDATION GRANT	200,000	125,000	125,000	125,000	-
Intergovernmental Total:	220,000	125,000	725,000	725,000	100,000
410-4000-476310 DONATIONS/CONTRIBUTIONS	1,200	-	-	-	-
Miscellaneous Total:	1,200	-	-	-	-
410-4000-490100 TRANSFERS FROM OTHER FUNDS	2,358,071	1,470,000	1,570,000	1,570,000	1,570,000
410-4000-492010 PROCEEDS SALE OF ASSETS	-	-	1,800,000	1,800,000	94,000
410-4000-493000 OTHER FINANCING SOURCES	-	-	-	-	-
Other Financing Sources Total:	2,358,071	1,470,000	3,370,000	3,370,000	1,664,000
REVENUE Total:	2,579,271	1,595,000	4,095,000	4,095,000	1,764,000
EXPENDITURE SUMMARY					
POLICE	37,709	35,537	1,050,000	1,050,000	1,035,000
FIRE	49,616	739,910	150,000	150,000	1,315,053
STREETS	632,869	1,116,565	896,000	896,000	817,123
PARKS	(6,563)	207,818	1,220,000	1,220,000	330,000
LIBRARY	36,986	-	-	-	-
GENERAL FIXED ASSETS	592,243	123,569	-	-	-
DEBT SERVICE	226,483	227,645	162,593	162,593	162,593
TOTAL EXPENDITURE SUMMARY	1,569,344	2,451,045	3,478,593	3,478,593	3,659,769
REVENUES OVER(UNDER) EXPENDITURES:	1,009,928	(856,045)	616,407	616,407	(1,895,769)
Beginning Fund Balance	1,665,374	2,675,302	1,819,256		1,819,256
Ending Fund Balance	2,675,302	1,819,256	2,435,663		(76,513)

CAPITAL IMPROV. PROGRAM FUND		3 YEAR PLAN		
Financial Summary	PROPOSED	Fiscal Year	Fiscal Year	Fiscal Year
	City Manager Recommendation	2021-2022	2022-2023	2023-2024
410-4000-450010 INTERGOVERNMENTAL REVENUE	600,000	100,000	100,000	100,000
410-4000-455420 KNAPP FOUNDATION GRANT	125,000	-	-	-
Intergovernmental Total:	725,000	100,000	100,000	100,000
410-4000-476310 DONATIONS/CONTRIBUTIONS	-	-	-	-
Miscellaneous Total:	-	-	-	-
410-4000-490100 TRANSFERS FROM OTHER FUNDS	1,570,000	1,300,000	1,550,000	1,550,000
410-4000-492010 PROCEEDS SALE OF ASSETS	-	1,400,000	-	-
410-4000-493000 OTHER FINANCING SOURCES	12,000,000	-	5,000,000	-
Other Financing Sources Total:	13,570,000	2,700,000	6,550,000	1,550,000
REVENUE Total:	14,295,000	2,800,000	6,650,000	1,650,000
EXPENDITURE SUMMARY				
POLICE	12,050,000	-	-	-
FIRE	150,000	150,000	-	-
STREETS	480,000	480,000	2,980,000	480,000
PARKS	1,090,000	300,000	300,000	300,000
LIBRARY	-	200,000	2,100,000	2,100,000
GENERAL FIXED ASSETS	-	-	-	-
DEBT SERVICE	162,593	591,859	573,519	554,240
TOTAL EXPENDITURE SUMMARY	13,932,593	1,721,859	5,953,519	3,434,240
REVENUES OVER(UNDER) EXPENDITURES:	362,407	1,078,141	696,481	(1,784,240)
Beginning Fund Balance	(76,513)	285,894	1,364,035	2,060,516
Ending Fund Balance	285,894	1,364,035	2,060,516	276,277

CAPITAL IMPROVEMENT PROGRAM		History		CURRENT		
PROJECTS	FY 2018 ACTUAL	FY 2019 ACTUAL	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated	
Highways & Streets						
Paving - Streets	79,294	650,065	400,000	400,000	400,000	
Vactor Truck Rental	-	40,500	-	-	-	
Railroad Crossings	78,764	-	50,000	50,000	50,000	
Sidewalk/ADA Improvements	-	-	20,000	20,000	15,000	
Striping/Coordinating Traffic Signals	-	10,000	10,000	10,000	14,382	
Drainage improvements	80,811	-	-	-	-	
MPO - Westgate	347,000	416,000	416,000	416,000	337,741	
Mile 10 Expansion (County)	-	-	-	-	-	
Culture and Recreation						
Library roof repairs	36,986	-	-	-	-	
Park Improvements	538,658	123,570	200,000	200,000	100,000	
Plan/develop park on N		207,818	1,020,000	1,020,000	230,000	
Library expansion (12k sqft)			-		-	
Public Safety						
Move generator to CH from WTP	43,349	-	-		-	
Buy 40 Acres for Fire Stn	65,052	-	150,000	150,000	65,053	
New Fire Station - N Texas	89,844	739,910	-	-	1,250,000	
New Central Fire/Police stations	-	5,000	1,000,000	1,000,000	1,000,000	
Clean Up Campaign	48,165	30,537	50,000	50,000	35,000	
Debt Service						
Cap lease-Radio equipment	161,421	227,646	162,593	162,593	162,593	
\$8M Debt	-	-	-	-	-	
Total By Year	1,569,344	2,451,046	3,478,593	3,478,593	3,659,769	
REVENUE						
Transfers in from GF	800,000	470,000	570,000	570,000	570,000	
Transfer from - GF add'l	558,071		-	-	-	
Transfers in from Sanitation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Donations-Clean Sweep	1,200	-	-	-	-	
Other-Knapp (Rodriguez Park)	200,000	-	-	-	-	
Other-Sale of Police/Fire on Expy	-	-	1,800,000	1,800,000	94,000	
Intergovernmental Revenue:						
Nat'l Recreation & Park Assoc.	20,000	-	-	-	-	
KNAPP Foundation (N. Park)	-	125,000	125,000	125,000	-	
Texas Parks & Wild Life (N Park)	-	-	500,000	500,000	-	
WEDC (N. Park)	-	-	100,000	100,000	100,000	
Other Financing Sources	-		-	-	-	
Total Revenue	2,579,271	1,595,000	4,095,000	4,095,000	1,764,000	
Excess of Revenue over Expend	1,009,928	(856,046)	616,407	616,407	(1,895,769)	
Carryover prior FB	1,665,374	2,675,302			1,819,256	
Fund Balance	2,675,302	1,819,256	616,407	616,407	(76,513)	

CAPITAL IMPROVEMENT PROGRAM		3 YEAR PLAN		
PROJECTS	PROPOSED	Fiscal Year	Fiscal Year	Fiscal Year
	Budget FY 2020-2021	2021-2022	2022-2023	2023-2024
Highways & Streets				
Paving - Streets	400,000	400,000	400,000	400,000
Vactor Truck Rental	-	-	-	-
Railroad Crossings	50,000	50,000	50,000	50,000
Sidewalk/ADA Improvements	20,000	20,000	20,000	20,000
Striping/Coordinating Traffic Signals	10,000	10,000	10,000	10,000
Drainage improvements	-	-	-	-
MPO - Westgate	-	-	-	-
Mile 10 Expansion (County)	-	-	2,500,000	-
Culture and Recreation				
Library roof repairs	-	-	-	-
Park Improvements	200,000	200,000	200,000	200,000
Plan/develop park on N	890,000	100,000	100,000	100,000
Library expansion (12k sqft)	-	200,000	2,100,000	2,100,000
Public Safety				
Move generator to CH from WTP	-	-	-	-
Buy 40 Acres for Fire Stn	150,000	150,000	-	-
New Fire Station - N Texas	-	-	-	-
New Central Fire/Police stations	12,000,000	-	-	-
Clean Up Campaign	50,000	-	-	-
Debt Service				
Cap lease-Radio equipment	162,593	-	-	-
\$8M Debt	-	591,859	573,519	554,240
Total By Year	13,932,593	1,721,859	5,953,519	3,434,240
REVENUE				
Transfers in from GF	570,000	550,000	550,000	550,000
Transfer from - GF add'l	-	-	-	-
Transfers in from Sanitation	1,000,000	750,000	1,000,000	1,000,000
Donations-Clean Sweep	-	-	-	-
Other-Knapp (Rodriguez Park)	-	-	-	-
Other-Sale of Police/Fire on Expy	-	1,400,000	-	-
Intergovernmental Revenue:				
Nat'l Recreation & Park Assoc.	-	-	-	-
KNAPP Foundation (N. Park)	125,000	-	-	-
Texas Parks & Wild Life (N Park)	500,000	-	-	-
WEDC (N. Park)	100,000	100,000	100,000	100,000
Other Financing Sources	12,000,000	-	5,000,000	-
Total Revenue	14,295,000	2,800,000	6,650,000	1,650,000
Excess of Revenue over Expend	362,407	1,078,141	696,481	(1,784,240)
Carryover prior FB	(76,513)	285,894	1,364,035	2,060,516
Fund Balance	285,894	1,364,035	2,060,516	276,277

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FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND

FD EQUIP. REPLACEMENT FUND

	History		Current		
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated
FINANCIAL SUMMARY					
415-4000-490000 OTHER FINANCING SOURCES	462,728	71,145	174,750	174,750	-
415-4000-490100 TRANSFERS FROM OTHER FUNDS	304,124	408,371	450,000	450,000	192,000
Other Financing Sources Total:	766,852	479,516	624,750	624,750	192,000
REVENUE Total:	766,852	479,516	624,750	624,750	192,000
EXPENDITURE SUMMARY					
FIRE	2,998	77,847	174,570	174,570	-
GENERAL FIXED ASSETS	462,728	35,000	-	-	-
DEBT SERVICE	269,048	313,724	415,099	415,099	330,098
TOTAL EXPENDITURES	734,774	426,571	589,669	589,669	330,098
REVENUES OVER(UNDER)					
EXPENDITURES:	32,078	52,946	35,081	35,081	(138,098)

FD EQUIP. REPLACEMENT FUND		3 YEAR PLAN		
FINANCIAL SUMMARY		Fiscal Year	Fiscal Year	Fiscal Year
		2021-2022	2022-2023	2023-2024
415-4000-490000 OTHER FINANCING SOURCES	887,000	1,300,000	137,000	750,000
415-4000-490100 TRANSFERS FROM OTHER FUNDS	425,000	500,000	500,000	500,000
Other Financing Sources Total:	1,312,000	1,800,000	637,000	1,250,000
REVENUE Total:	1,312,000	1,800,000	637,000	1,250,000
EXPENDITURE SUMMARY				
FIRE	887,000	1,300,000	137,000	750,000
GENERAL FIXED ASSETS	-	-	-	-
DEBT SERVICE	390,261	550,261	492,220	557,147
TOTAL EXPENDITURES	1,277,261	1,850,261	629,220	1,307,147
REVENUES OVER(UNDER)				
EXPENDITURES:	34,739	(50,261)	7,780	(57,147)

Capital Outlay Listing

FY 2020-2021

FIRE	565	Engine-2	PIERCE CONTENDER	replacement	850,000
SUPPORT	530	Fire Investigator	FORD ECONOLINE VAN	Replacement	37,000
					887,000

FY 2021-2022

FIRE	580	Ladder-1	PIERCE DASH LADDER TRK	replacement	1,100,000
EMS	514	MEDIC-1	Ford F450 SD	Remount	100,000
EMS	517	MEDIC-3	Ford F450 SD	Remount	100,000
					1,300,000

FY 2022-2023

EMS	513	MEDIC-2	Ford F350 SD	Remount	100,000
SUPPORT	533	Fire Investigator	Ford Explorer	Replacement	37,000
					137,000

FY 2023-2024

FIRE	571	Tank-1	PIERCE IHC TANKER	replacement	600,000
EMS	518	MEDIC-4	Ford F450 SD	Remount	100,000
EMS	536	Dually	CHEVY DUALY	Replacement	50,000
					750,000

FY 2024-2025

EMS	516	MEDIC-5	Ford F350 SD	Remount	100,000
EMS			ESD Grant addition	replacement	215,000
FIRE	566	Engine-1	PIERCE VELOCITY PUMPER	replacement	700,000
					1,015,000

DRAINAGE FUND

DRAINAGE FUND		History	Current		PROPOSED	
		2018-2019	2019-2020	2019-2020	City Manager	
Financial Summary		Actual	Budget	Amended	Estimated	Recommendation
416-4000-49010C TRANSFERS FROM OTHER FUNDS		100,000	100,000	50,000	100,000	100,000
416-4000-49300C OTHER FINANCING SOURCES		4,078,948	-	-	-	-
417-4000-49010C TRANSFERS FROM OTHER FUNDS		-	-	-	-	-
417-4000-49300C OTHER FINANCING SOURCES		10,107,256	-	-	-	-
Other Financing Sources Total:		14,286,204	100,000	50,000	100,000	100,000
REVENUE Total:		14,286,204	100,000	50,000	100,000	100,000
EXPENDITURE SUMMARY						
DRAINAGE MAINTENANCE		1,191,208	2,673,147	2,673,147	1,712,634	500,000
DEBT SERVICE		70,712	-	-	-	-
DRAIN DITCH MAINTENANCE		-	-	-	1,270,047	9,480,950
DEBT SERVICE		107,256	-	-	-	-
TOTAL EXPENDITURES		1,369,177	2,673,147	2,673,147	2,982,681	9,980,950
REVENUE OVER(UNDER)						
EXPENDITURES:		12,917,028	(2,573,147)	(2,623,147)	(2,882,681)	(9,880,950)
Beginning Fund Balance		-	12,917,027	12,917,027	12,917,027	10,034,346
Ending Fund Balance		12,917,027	10,343,880	10,293,880	10,034,346	153,396

	History	Current		Proposed	
	Fiscal Year 2018-2019	2019-2020 Budget	2019-2020 YTD	2019-2020 Estimated	Fiscal Year 2020-2021
PROJECTS					
Austin & Merida	18,354	379,708	15,580	379,708	
IBWC Levee Improvement	-	67,038	67,038	67,038	-
Flap Gates	-	1,034,900	-	534,900	500,000
Project #7-S. International Blvd & BUS 8	-	82,000	-	82,000	-
Project #8-RDF for S. 88					
Land Purchase-South FM 88	261,810	-	-	-	-
Land Purchase-by cemetery	-	257,048		257,048	-
Tractor	275,398	-	-	-	-
Scraper	150,570	-	-	-	-
Excavator	-	192,721	192,721	192,721	-
Rental Equipment	-	50,000	13,917	50,000	-
Other-Pending	-	198,453	-	198,453	-
Project #2 RDF N. Westgate/Sugarcane	-	2,422,000	-	-	2,422,000
Project #6 Pleasantview					
Engineering-SWG	-	392,500	274,750	392,500	-
Advertising-Design Services	1,003	-	-	-	-
Land Purchase	-	700,000	715,547	715,547	-
Construction	-	-	-	-	3,665,950
Matching Grants					
Army Corps	-	3,393,000	-	-	3,393,000
H2O-Hazard mitigation grant	-	80,000	20,500	80,000	-
Flood Mitigation Assitant Grant-Halff Ass	27,000	-	-	-	-
Drainage Study					
Half Associates	343,074	32,766	-	32,766	-
Westgate Excavation-S. Westgate	114,000	-	-	-	-
Bond Issuance					
Series 2018	70,712	-	-	-	-
Series 2019	107,256	-	-	-	-
TOTAL BY YEAR	1,369,177	9,282,134	1,300,053	2,982,681	9,980,950
REVENUES					
Transfers in from General Fund	100,000	100,000	50,000	100,000	100,000
Other Financing Sources	14,186,204	-	-	-	-
TOTAL REVENUE	14,286,204	100,000	50,000	100,000	100,000
Excess of Revenue over Expenditures	12,917,027			(2,882,681)	(9,880,950)
Carry over prior FB	-			12,917,027	10,034,346
FUND BALANCE	12,917,027	-	-	10,034,346	153,396

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WATER & WASTEWTR COMBINED

WATER/WASTEWATER COMBINED		History		Current		
FINANCIAL SUMMARY		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated
501-4000-433300	WATER SALES	6,410,871	6,724,497	7,036,250	6,916,250	6,892,227
501-4000-433300	WATER SALES-CITY OF DONNA	-	-	-	-	-
501-4000-433310	WATER TAPPING FEES	215,385	245,287	300,000	270,000	256,000
501-4000-433720	UTILITY BILLING PENALTIES	106,209	111,705	77,250	62,250	55,000
501-4000-437210	ONLINE TRANSACTION FEE	26,474	8,623	25,000	25,000	21,000
501-4000-439010	OVER/UNDER	76	18	-	-	-
508-4000-433400	WASTEWATER SALES	4,779,659	4,926,041	5,000,000	4,910,000	4,909,588
508-4000-433410	WASTEWATER CONNECTION FEES	23,385	32,907	27,000	27,000	25,824
508-4000-433450	CAPITAL IMPROVEMENT FEE	684,998	642,214	759,110	669,110	638,246
508-4000-433650	GREASE TRAP COLLECTION FEES	659	8,773	5,150	5,150	3,693
508-4000-433720	UTILITY BILLING PENALTIES	88,948	90,153	87,550	77,550	45,000
Charges for services Total:		12,336,663	12,790,218	13,317,310	12,962,310	12,846,578
501-4000-450010	INTERGOVERNMENTAL REVENUE	240,158	39,750	-	-	-
Intergovernmental Total:		240,158	39,750	-	-	-
501-4000-471530	RENT OF WATER TOWER	18,251	18,479	18,251	18,251	21,000
501-4000-476350	CONTRIBUTIONS FROM DEVELOPER	-	-	-	-	-
501-4000-478910	MISCELLANEOUS REVENUE	63,643	70,984	63,500	63,500	47,000
508-4000-476350	CONTRIBUTIONS FROM DEVELOPERS	-	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	1,889	735	-	-	-
Miscellaneous Total:		83,783	90,197	81,751	81,751	68,000
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	-	-	629,183	629,183	629,183
501-4000-492010	PROCEED SALE OF ASSETS	-	38,412	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHANGE	(238,411)	-	-	-	-
Other Financing Sources Total:		(238,411)	38,412	629,183	629,183	629,183
REVENUES		12,422,193	12,958,577	14,028,244	13,673,244	13,543,761
EXPENDITURE SUMMARY						
WATER TREATMENT PLANT		1,763,066	1,779,675	1,627,824	1,633,694	1,603,500
WATER DISTRIBUTION		1,103,642	876,762	668,570	668,570	725,952
METER READER DIVISION		209,618	439,386	318,852	387,852	392,482
UTILITY BILLING		341,143	323,786	318,850	318,850	320,036
DEBT SERVICE		-	181,947	527,472	527,472	527,472
TRANSFERS & OTHER USES		4,721,344	4,391,736	3,548,911	3,548,911	3,548,911
EMERGENCY MANAGEMENT		34,700	-	-	-	-
WASTEWATER TREATMENT		1,747,024	2,351,435	1,372,589	1,409,329	1,483,711
WASTEWATER COLLECTION		2,189,946	2,590,044	1,862,379	1,910,379	1,926,435
DEBT SERVICE		-	2,290	70,553	70,553	70,552
TRANSFERS & OTHER USES		2,030,730	2,998,586	3,404,900	3,404,900	3,404,900
TOTAL EXPENDITURES		14,141,213	15,935,648	13,720,900	13,880,510	14,003,951
REVENUES OVER(UNDER) EXPENDITURES		(1,719,020)	(2,977,071)	307,344	(207,266)	(460,190)

WATER/WASTEWATER COMBINED		Proposed	3 YEAR PLAN		
FINANCIAL SUMMARY		Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
501-4000-433300	WATER SALES	7,167,916	7,320,515	7,466,925	7,616,263
501-4000-433300	WATER SALES-CITY OF DONNA	200,000	-	-	-
501-4000-433310	WATER TAPPING FEES	325,000	350,000	375,000	400,000
501-4000-433720	UTILITY BILLING PENALTIES	78,000	70,000	70,000	70,700
501-4000-437210	ONLINE TRANSACTION FEE	25,000	25,000	25,000	25,000
501-4000-439010	OVER/UNDER	-	-	-	-
508-4000-433400	WASTEWATER SALES	5,007,780	5,301,500	5,451,500	5,601,500
508-4000-433410	WASTEWATER CONNECTION FEES	27,000	27,000	27,000	27,000
508-4000-433450	CAPITAL IMPROVEMENT FEE	755,000	759,110	759,110	759,110
508-4000-433650	GREASE TRAP COLLECTION FEES	3,000	5,150	5,150	5,150
508-4000-433720	UTILITY BILLING PENALTIES	87,550	87,550	87,550	87,550
Charges for services Total:		13,676,246	13,945,825	14,267,235	14,592,273
501-4000-450010	INTERGOVERNMENTAL REVENUE	-	-	-	-
Intergovernmental Total:		-	-	-	-
501-4000-471530	RENT OF WATER TOWER	21,000	18,251	18,251	18,251
501-4000-476350	CONTRIBUTIONS FROM DEVELOPER	-	-	-	-
501-4000-478910	MISCELLANEOUS REVENUE	55,000	63,500	63,500	63,500
508-4000-476350	CONTRIBUTIONS FROM DEVELOPERS	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-
Miscellaneous Total:		76,000	81,751	81,751	81,751
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	500,000	-	-	-
501-4000-492010	PROCEED SALE OF ASSETS	-	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHANGE	-	-	-	-
Other Financing Sources Total:		500,000	-	-	-
REVENUES		14,252,246	14,027,576	14,348,986	14,674,024
EXPENDITURE SUMMARY					
	WATER TREATMENT PLANT	1,658,500	1,632,328	1,632,328	1,632,328
	WATER DISTRIBUTION	741,690	665,750	666,450	666,450
	METER READER DIVISION	399,954	283,404	283,604	283,604
	UTILITY BILLING	330,701	314,719	315,119	315,119
	DEBT SERVICE	527,602	527,472	527,471	527,472
	TRANSFERS & OTHER USES	3,510,471	3,346,684	3,334,754	3,477,927
	EMERGENCY MANAGEMENT	-	-	-	-
	WASTEWATER TREATMENT	1,406,250	1,361,775	1,361,775	1,361,775
	WASTEWATER COLLECTION	1,862,297	1,859,997	1,860,497	1,860,497
	DEBT SERVICE	70,552	70,552	70,552	209,640
	TRANSFERS & OTHER USES	3,461,990	3,473,903	3,407,133	3,601,485
TOTAL EXPENDITURES		13,970,007	13,536,583	13,459,682	13,936,296
REVENUES OVER(UNDER) EXPENDITURES		282,239	490,992	889,304	737,728

	History		Current			Proposed
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated	Budget FY 2020-2021
WATER TREATMENT PLANT						
501-5312-511128 PENSION EXPENSE-AUDIT	33,792	59,984	-	-	-	
501-5312-511129 OPEB EXPENSE	-	2,172	-	-	-	-
Personal services Total:	33,792	62,156	-	-	-	-
501-5312-522010 COMMUNICATIONS	1,547	1,490	4,700	4,700	1,300	2,000
501-5312-522380 UTILITIES	231,047	164,205	225,496	210,496	210,000	200,000
501-5312-522636 MAINT-VEHICLES	196	8	2,628	2,628	200	1,500
501-5312-522640 MAINT-ALLOWANCE	835	156	20,000	20,000	1,000	10,000
501-5312-522810 OTHER SERVICES	5,907	-	-	-	-	-
501-5312-522840 INSPECTION FEES	33,508	32,049	35,000	35,000	34,000	35,000
Other charges Total:	273,039	197,907	287,824	272,824	246,500	248,500
501-5312-533012 CONTRACTUAL SERVICES	924,724	991,130	1,000,000	1,000,000	1,000,000	1,040,000
Contractual services Total:	924,724	991,130	1,000,000	1,000,000	1,000,000	1,040,000
501-5312-544016 MOTOR FUEL & LUBE	13,575	9,729	10,000	10,000	7,000	10,000
501-5312-544044 WATER DELIVERY FEES	363,900	359,117	330,000	330,000	350,000	360,000
Supplies Total:	377,475	368,846	340,000	340,000	357,000	370,000
501-5312-550100 CAPITAL OUTLAY	-	-	-	20,870	-	-
501-5312-548050 EQUIPMENT	6,550	-	-	-	-	-
Capital outlay Total:	6,550	-	-	20,870	-	-
501-5312-571010 DEPRECIATION	154,035	159,636	-	-	-	-
Depreciation Total:	154,035	159,636	-	-	-	-
WATER TREATMENT	1,763,066	1,779,675	1,627,824	1,633,694	1,603,500	1,658,500

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
WATER DISTRIBUTION		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
501-5314-510010	EXEMPT WAGES	-	-	-	-	-	
501-5314-510020	NON-EXEMPT WAGES	225,904	192,482	196,037	196,037	224,207	206,801
501-5314-510080	OVERTIME	68,980	41,272	50,000	50,000	50,000	50,000
501-5314-511100	GROUP HEALTH INSURANCE	41,668	27,904	35,623	35,623	33,964	40,886
501-5314-511120	PENSION CONTRIBUTION	24,456	19,490	21,405	21,405	21,106	21,982
501-5314-511140	FICA TAX	18,272	14,589	15,254	15,254	14,825	15,922
501-5314-511150	MEDICARE TAX	4,273	3,412	3,568	3,568	3,500	3,724
501-5314-511160	WORKERS COMP INSURANCE	8,179	8,904	13,998	13,998	6,600	8,410
501-5314-511180	UNEMPLOYMENT TAX	1,306	363	1,750	1,750	1,200	1,875
Personal services Total:		393,040	308,417	337,635	337,635	355,402	349,600
501-5314-522010	COMMUNICATIONS	2,563	3,262	6,600	6,600	6,600	6,600
501-5314-522043	TRAVEL AND TRAINING	6,587	2,978	5,000	5,000	4,900	5,000
501-5314-522080	INSURANCE & BONDS	6,925	10,269	7,590	7,590	7,590	7,590
501-5314-522095	SPECIAL PROJECTS	10,232	6,861	12,000	12,000	12,000	12,000
501-5314-522440	POSTAGE	15	21	-	-	150	150
501-5314-522520	MEMBERSHIP & SUBSCRIPTION	1,710	2,011	1,900	1,900	2,000	2,000
501-5314-522628	MAINT-OTHER	2,966	2,952	2,750	2,750	2,800	2,800
501-5314-522634	MAINT-MACHINERY	14,853	9,116	15,000	15,000	21,000	15,000
501-5314-522636	MAINT-VEHICLES	10,890	9,844	10,560	10,560	10,200	11,000
501-5314-522648	MAINT-WATER MAINS	200,550	114,010	200,000	200,000	230,000	200,000
501-5314-522649	MAINT-FIRE HYDRANTS	50,349	21,992	25,000	25,000	25,000	25,000
501-5314-522810	OTHER SERVICES	292	11,556	1,765	1,765	1,890	2,000
Other charges Total:		307,934	194,871	288,165	288,165	324,130	289,140
501-5314-544001	OFFICE SUPPLIES	-	477	550	550	1,000	1,000
501-5314-544005	JANITOR SUPPLIES	330	172	550	550	550	550
501-5314-544012	CLOTHING & LINENS	5,413	4,886	7,000	7,000	9,000	7,000
501-5314-544016	MOTOR FUEL & LUBE	13,467	12,201	12,000	12,000	10,000	10,000
501-5314-544020	MINOR TOOLS	1,820	1,788	2,100	2,100	3,500	2,300
501-5314-544045	OTHER SUPPLIES	3,184	2,828	4,000	4,000	5,800	4,800
Supplies Total:		24,214	22,352	26,200	26,200	29,850	25,650
501-5314-550100	CAPITAL OUTLAY	-	-	-	-	-	56,000
501-5314-548050	EQUIPMENT	44,142	11,781	16,570	16,570	16,570	21,300
Capital outlay Total:		44,142	11,781	16,570	16,570	16,570	77,300
501-5314-571010	DEPRECIATION	334,312	339,341	-	-	-	-
Depreciation Total:		334,312	339,341	-	-	-	-
WATER DISTRIBUTION		1,103,642	876,762	668,570	668,570	725,952	741,690

		History		Current		Proposed	
METER READER DIVISION		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated	Budget FY 2020-2021
501-5315-510020	NON-EXEMPT WAGES	98,049	72,092	76,929	71,929	66,000	77,776
501-5315-510080	OVERTIME	5,811	4,103	2,500	2,500	2,500	2,500
501-5315-511100	GROUP HEALTH INSURANCE	19,796	12,722	15,267	14,267	13,200	18,871
501-5315-511120	PENSION CONTRIBUTION	8,095	6,627	6,910	6,910	6,300	6,872
501-5315-511140	FICA TAX	6,242	5,064	4,925	4,925	4,300	4,977
501-5315-511150	MEDICARE TAX	1,460	1,184	1,153	1,153	1,000	1,164
501-5315-511160	WORKERS COMP INSURANCE	4,642	2,388	4,518	4,518	2,400	3,544
501-5315-511180	UNEMPLOYMENT TAX	648	28	750	750	500	750
Personal services Total:		144,743	104,208	112,952	106,952	96,200	116,454
501-5315-522010	COMMUNICATIONS	2,822	5,162	5,000	5,000	5,700	5,700
501-5315-522043	TRAVEL AND TRAINING	-	-	-	-	-	-
501-5315-522080	INSURANCE & BONDS	1,825	2,390	2,000	2,000	1,900	2,000
501-5315-522520	MEMBERSHIP & SUBSCRIPTION	-	-	-	-	-	-
501-5315-522634	MAINT-MACHINERY	839	-	-	-	-	-
501-5315-522636	MAINT-VEHICLES	4,761	2,054	2,000	2,000	2,000	2,000
501-5315-522639	MAINT-RADIOS	-	-	1,000	1,000	-	1,000
501-5315-522642	MAINT-METERS	(1,643)	11,738	5,000	5,000	9,000	6,000
501-5315-522810	OTHER SERVICES	454	35,820	2,500	2,500	2,000	1,500
Other charges Total:		9,058	57,164	17,500	17,500	20,600	18,200
501-5315-544001	OFFICE SUPPLIES	-	91	-	-	-	-
501-5315-544005	JANITOR SUPPLIES	10	-	-	-	-	-
501-5315-544012	CLOTHING & LINENS	2,606	2,522	2,400	2,400	1,500	1,000
501-5315-544016	MOTOR FUEL & LUBE	7,748	8,076	8,000	8,000	7,200	8,000
501-5315-544020	MINOR TOOLS	687	18	500	500	200	500
501-5315-544025	CHEMICALS	209	-	1,000	1,000	-	800
501-5315-544045	OTHER SUPPLIES	53	818	-	-	-	-
Supplies Total:		11,313	11,524	11,900	11,900	8,900	10,300
501-5315-550100	CAPITAL OUTLAY	-	-	175,000	250,000	265,782	254,000
501-5315-548050	EQUIPMENT	22,088	4,401	1,500	1,500	1,000	1,000
Capital outlay Total:		22,088	4,401	176,500	251,500	266,782	255,000
501-5315-571010	DEPRECIATION	22,416	262,089	-	-	-	-
Depreciation Total:		22,416	262,089	-	-	-	-
WATER METER DIVISION		209,618	439,386	318,852	387,852	392,482	399,954

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
BUDGET						
UTILITY BILLING						Budget
						FY 2020-2021
501-5316-510010	EXEMPT WAGES	-	-	-	-	-
501-5316-510020	NON-EXEMPT WAGES	112,062	105,949	113,760	113,760	117,329
501-5316-510025	PART-TIME WAGES	11,190	13,129	10,714	10,714	-
501-5316-510030	TEMPORARY WAGES	-	893	-	-	10,200
501-5316-510080	OVERTIME	2,287	3,436	4,000	4,000	2,000
501-5316-511100	GROUP HEALTH INSURANCE	21,827	16,433	20,356	20,356	20,262
501-5316-511120	PENSION CONTRIBUTION	9,315	9,221	10,263	10,263	10,992
501-5316-511140	FICA TAX	7,497	7,705	7,965	7,965	8,035
501-5316-511150	MEDICARE TAX	1,753	1,802	1,863	1,863	1,879
501-5316-511160	WORKERS COMP INSURANCE	456	410	579	579	370
501-5316-511180	UNEMPLOYMENT TAX	728	172	1,250	1,250	730
Personal services Total:		167,114	159,150	170,750	170,750	171,797
501-5316-522010	COMMUNICATIONS	982	747	1,000	1,000	800
501-5316-522043	TRAVEL AND TRAINING	20	1,461	2,000	2,000	689
501-5316-522320	COPYING EXPENSES	1,220	1,186	1,000	1,000	1,300
501-5316-522440	POSTAGE	52,741	40,517	55,000	55,000	54,000
501-5316-522631	MAINT-OFFICE MACHINES	-	-	500	500	-
501-5316-522639	MAINT-RADIOS	720	792	2,000	2,000	1,500
501-5316-522810	OTHER SERVICES	12,402	3,602	3,000	3,000	3,000
501-5316-522920	BANK & CREDIT CARD SERVICES	98,779	106,331	75,000	75,000	80,000
Other charges Total:		166,864	154,635	139,500	139,500	141,289
501-5316-544001	OFFICE SUPPLIES	6,182	8,825	8,000	8,000	6,500
501-5316-544012	CLOTHING & LINENS	383	130	500	500	400
501-5316-544045	OTHER SUPPLIES	61	117	100	100	50
Supplies Total:		6,626	9,072	8,600	8,600	6,950
501-5316-548050	EQUIPMENT	50	438	-	-	-
Capital Outlay Total:		50	438	-	-	-
501-5316-571010	DEPRECIATION	490	490	-	-	-
Depreciation Total:		490	490	-	-	-
UTILITY BILLING		341,143	323,786	318,850	318,850	320,036
						330,701

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
DEBT SERVICE						Budget
						FY 2020-2021
501-5700-566210	INTEREST EXPENSE	-	-	-	-	-
501-5700-566500	PRINCIPAL - CAP LEASES	-	-	369,253	369,253	369,253
501-5700-566550	INTEREST - CAP LEASES	-	181,947	158,219	158,219	158,219
Debt service Total:		-	181,947	527,472	527,472	527,472
DEBT SERVICE Total:		-	181,947	527,472	527,472	527,472

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
TRANSFERS & OTHER USES						Budget
						FY 2020-2021
501-5800-522098	BAD DEBT EXPENSE	96,095	70,370	-	-	-
Other charges Total:		96,095	70,370	-	-	-
501-5800-580000	TRANSFERS OUT	-	290,000	43,000	43,000	43,000
501-5800-580101	TRANSFER TO GENERAL FUND	447,584	895,171	895,171	895,171	895,171
501-5800-580503	TRANSFER TO WTR SWR I&S	4,177,665	3,136,195	2,610,740	2,610,740	2,610,740
Other Financing Uses Total:		4,625,249	4,321,366	3,548,911	3,548,911	3,548,911
TRANSFERS & OTHER USES		4,721,344	4,391,736	3,548,911	3,548,911	3,548,911

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
WASTEWATER TREATMENT						Budget
						FY 2020-2021
508-5322-510010	EXEMPT WAGES	-	-	-	-	-
508-5322-522010	COMMUNICATIONS	810	790	3,000	3,000	810
508-5322-522380	UTILITIES	374,073	406,522	400,000	385,000	395,000
508-5322-522628	MAINT-OTHER	13,557	-	-	-	-
508-5322-522634	MAINT-MACHINERY	-	-	-	-	400
508-5322-522636	MAINT-VEHICLES	642	802	1,000	1,000	500
508-5322-522640	MAINT-ALLOWANCE	87,825	363	25,000	4,000	4,000
508-5322-522810	OTHER SERVICES	6,720	2,713	4,000	4,000	2,000
508-5322-522840	INSPECTION FEES	59,722	51,672	55,000	55,000	56,000
Other charges Total:		543,350	462,862	488,000	452,000	458,710
508-5322-533012	CONTRACTUAL SERVICES	858,486	887,171	874,589	874,589	980,000
Contractual services Total:		858,486	887,171	874,589	874,589	980,000
508-5322-544016	MOTOR FUEL & LUBE	3,396	9,877	10,000	10,000	3,000
508-5322-544045	OTHER SUPPLIES	9,301	-	-	-	-
Supplies Total:		12,697	9,877	10,000	10,000	3,000
508-5322-550100	CAPITAL OUTLAY	-	-	-	72,740	42,001
508-5322-548050	EQUIPMENT	44,411	4,621	-	-	-
Capital outlay Total:		44,411	4,621	-	72,740	42,001
508-5322-571010	DEPRECIATION	288,080	986,904	-	-	-
Depreciation Total:		288,080	986,904	-	-	-
WASTEWATER TREATMENT		1,747,024	2,351,435	1,372,589	1,409,329	1,483,711
						1,406,250

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
WASTEWATER COLLECTION							
508-5324-510010	EXEMPT WAGES	-	-	-	-	-	-
508-5324-510020	NON-EXEMPT WAGES	85,545	146,264	159,630	119,630	97,000	140,904
508-5324-510080	OVERTIME	16,036	30,438	18,000	18,000	17,000	18,000
508-5324-511100	GROUP HEALTH INSURANCE	15,420	18,934	25,445	20,445	17,811	28,306
508-5324-511120	PENSION CONTRIBUTION	8,182	13,245	15,454	15,454	10,500	12,701
508-5324-511128	PENSION EXPENSE-AUDIT	7,663	11,997	-	-	-	-
508-5324-511129	OPEB EXPENSE	-	434	-	-	-	-
508-5324-511140	FICA TAX	5,975	9,884	11,013	11,013	7,068	9,199
508-5324-511150	MEDICARE TAX	1,397	2,311	2,576	2,576	1,653	2,151
508-5324-511160	WORKERS COMP INSURANCE	4,523	4,234	10,011	10,011	6,138	6,496
508-5324-511180	UNEMPLOYMENT TAX	560	207	1,250	1,250	455	1,375
Category: 51 - Personal services Total:		145,301	237,947	243,379	198,379	157,625	219,132
508-5324-522010	COMMUNICATIONS	678	955	2,000	2,000	4,900	13,000
508-5324-522043	TRAVEL AND TRAINING	1,142	150	2,460	2,460	2,500	2,500
508-5324-522080	INSURANCE & BONDS	2,208	3,487	2,500	2,500	3,500	2,500
508-5324-522320	COPYING EXPENSES	-	-	-	-	-	-
508-5324-522380	UTILITIES	99,434	226,983	210,000	210,000	250,000	210,000
508-5324-522440	POSTAGE	-	78	-	-	150	150
508-5324-522445	COLLECTION COSTS	25,062	26,467	22,000	22,000	22,000	22,000
508-5324-522520	MEMBERSHIP & SUBSCRIPTIC	-	-	-	-	300	300
508-5324-522628	MAINT-OTHER	1,788	-	1,200	1,200	1,300	1,200
508-5324-522634	MAINT-MACHINERY	18,225	13,626	10,000	18,000	18,000	15,000
508-5324-522636	MAINT-VEHICLES	18,954	4,916	6,000	6,000	7,800	6,500
508-5324-522640	MAINT-ALLOWANCE	15,310	17,346	42,240	42,240	42,240	42,240
508-5324-522650	MAINT-COLLECTION LINES	11,507	158,267	80,000	105,000	105,000	100,000
508-5324-522810	OTHER SERVICES	152,954	78,060	183,000	243,000	250,000	183,000
Other charges Total:		347,261	530,334	561,400	654,400	707,690	598,390
508-5324-533010	PROFESSIONAL SERVICES	2,250	-	-	-	-	-
508-5324-533012	CONTRACTUAL SERVICES	858,487	887,171	953,775	953,775	953,775	925,000
Contractual services Total:		860,737	887,171	953,775	953,775	953,775	925,000
508-5324-544001	OFFICE SUPPLIES	49	-	-	-	1,000	1,000
508-5324-544012	CLOTHING & LINENS	1,574	1,991	3,000	3,000	3,200	3,000
508-5324-544016	MOTOR FUEL & LUBE	18,121	24,668	22,000	22,000	25,000	22,000
508-5324-544020	MINOR TOOLS	282	985	1,100	1,100	1,200	1,200
508-5324-544025	CHEMICALS	19,993	49,074	70,000	70,000	70,000	70,000
508-5324-544045	OTHER SUPPLIES	2,005	1,793	1,980	1,980	1,200	2,000
Supplies Total:		42,022	78,512	98,080	98,080	101,600	99,200
508-5324-550100	CAPITAL OUTLAY	-	-	-	-	-	-
508-5324-548050	EQUIPMENT	19,514	4,555	5,745	5,745	5,745	20,575
Capital outlay Total:		19,514	4,555	5,745	5,745	5,745	20,575
508-5324-571010	DEPRECIATION	775,111	851,525	-	-	-	-
Depreciation Total:		775,111	851,525	-	-	-	-
WASTEWATER COLLECTION		2,189,946	2,590,044	1,862,379	1,910,379	1,926,435	1,862,297

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
DEBT SERVICE							
508-5700-566120	PRINCIPAL-CAP LEASES	-	-	53,464	53,464	53,464	55,338
508-5700-566210	BOND INTEREST	-	-		-	-	-
508-5700-566220	INTERES-CAP LEASES	-	2,290	17,089	17,089	17,088	15,214
Debt service Total:		-	2,290	70,553	70,553	70,552	70,552
DEBT SERVICE Total:		-	2,290	70,553	70,553	70,552	70,552

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
TRANSFERS & OTHER USES							
508-5800-522098	BAD DEBT EXPENSE	118,362	48,635	-	-	-	-
Other charges Total:		118,362	48,635	-	-	-	-
508-5800-580000	TRANSFERS TO OTHER FUNDS	-	937,326	382,250	382,250	382,250	434,500
508-5800-580101	TRANSFER TO GENERAL FUND	670,390	670,390	670,390	670,390	670,390	670,390
508-5800-580503	TRANSFER TO WTR SWR I&S	1,241,978	1,342,235	2,352,260	2,352,260	2,352,260	2,357,100
Other Financing Uses Total:		1,912,368	2,949,951	3,404,900	3,404,900	3,404,900	3,461,990
TRANSFERS & OTHER USES		2,030,730	2,998,586	3,404,900	3,404,900	3,404,900	3,461,990

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WATER & WASTEWTR CIP Projects

WATER & WASTEWATER PROJECTS-CIP

Financial Summary		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
502-4000-490100	TRANSFERS IN	-	1,227,326	425,250	212,625	425,250
Department: 4000 - REVENUE Total:		-	1,227,326	425,250	212,625	425,250
502-5312-550100	CAPITAL OUTLAY WTP	-	-	37,000	7,139	37,000
502-5314-553120	CAPITAL OUTLAY IMPROVEMENTS	-	-	6,000	-	-
502-5314-553121	EQUIPMENT	-	5,744	-	-	-
502-5314-571010	DEPRECIATION	-	5,393	-	-	-
502-5322-553120	CAPITAL OUTLAY IMPROVEMENTS	-	51,190	163,450	51,564	120,000
502-5322-571010	DEPRECIATION	-	2,577	-	-	-
502-5324-553120	CAPITAL OUTLAY IMPROVEMENTS-WWC	-	-	218,800	186,564	218,800
502-5342-571010	DEPRECIATION	307,741	316,660	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):		307,741	381,563	425,250	245,267	375,800
REVENUES OVER (UNDER) EXPENDITURES		(307,741)	845,763	-	(32,642)	49,450

WATER & WASTEWATER PROJECTS-CIP

		Proposed	3 YEAR PLAN		
Financial Summary		Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
502-4000-490100	TRANSFERS IN	653,500	616,500	535,500	752,500
Department: 4000 - REVENUE Total:		653,500	616,500	535,500	752,500
502-5312-550100	CAPITAL OUTLAY WTP	115,000	108,000	98,000	182,000
502-5314-553120	CAPITAL OUTLAY IMPROVEMENTS	104,000	55,000	50,000	-
502-5314-553121	EQUIPMENT	-	-	-	-
502-5314-571010	DEPRECIATION	-	-	-	-
502-5322-553120	CAPITAL OUTLAY IMPROVEMENTS	188,000	176,000	187,500	365,500
502-5322-571010	DEPRECIATION	-	-	-	-
502-5324-553120	CAPITAL OUTLAY IMPROVEMENTS-WWC	246,500	277,500	200,000	205,000
502-5342-571010	DEPRECIATION	-	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):		653,500	616,500	535,500	752,500
REVENUES OVER (UNDER) EXPENDITURES		-	-	-	-

FY 2021**Transfer In**

Water	219,000
Wastewater	434,500

Water Expenditures:

Scag Riding Mower 72"	15,000
Repair/Replace high service pumps	45,000
Repair/Replace chemical pumps	10,000
Centrifuge Prog Cavity Pump/motor	40,000
Centrifuge maintenance by contractor	5,000
Inframark Total	115,000

10YD Dump truck	90,000
Flat bed trailer	14,000
Med wheel excavator	-
Water Distribution	104,000

Wastewater Expenditures

LS#03-Replace pump	15,000
LS#05-Replace pump	13,000
LS#05-Guide Rail Replacement	
LS#10-Guide Rail Replacement	
LS#10-Replace 3rd pump	13,000
LS#35-Primary wet well/pump base upgrade	-
LS#29 New pump	-
LS#35 New pump	15,000
LS#36 New pump	15,000
NWWTP-Rotor gearbox	10,000
NWWTP-Magna rotor	30,000
NWWTP-Fencing Oxidation ditch	11,000
NWWTP-Sludge pump repair	18,000
SWWTP-Magna Rotor	30,000
SWWTP-Rotor gearbox	10,000
SWWTP-Fencing Oxidation ditch	-
SWWTP-RAS pump	8,000
Inframark Total	188,000

Pipe Bursting	100,000
Pipe Bursting-Additional	-
Manhole Rehabilitation	100,000
Manhole Rehabilitation-additional	25,000
Nozzles for jet trucks	15,000
Vacuum tubs for vac trucks	4,000
Smoke tester to tes for leaks	2,500

Wastewater Collection **246,500**

Total Expenditures water /wastewater 653,500

SOLID WASTE FUND

SOLID WASTE FUND		History		Current		
FINANCIAL SUMMARY		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate
540-4000-433600	GARBAGE FEES	3,857,925	3,847,817	4,050,000	4,265,846	3,977,801
540-4000-433620	BRUSH FEES	1,158,626	1,160,853	1,372,800	1,372,800	1,214,772
540-4000-433660	RECYCLING	5,081	10,925	5,000	5,000	3,500
540-4000-433720	UTILITY BILLING PENALTIES	73,396	73,481	82,000	82,000	42,000
Category: 43 - Charges for services Total:		5,095,028	5,093,075	5,509,800	5,725,646	5,238,073
540-4000-450010	INTERGOVERNMENTAL REVENUE	-	29,670	-	-	-
Category: 45 - Intergovernmental Total:		-	29,670	-	-	-
540-4000-493000	OTHER FINANCING SOURCE	-	-	-	570,485	570,485
Category: 45 - Intergovernmental Total:		-	-	-	570,485	570,485
Department: 4000 - REVENUE Total:		5,095,028	5,122,745	5,509,800	6,296,131	5,808,558
EXPENDITURE SUMMARY						
EMERGENCY MANAGEMENT		442,211	186,659	-	-	-
SOLID WASTE COLLECTION		3,153,388	3,449,985	3,260,140	3,383,140	3,331,262
TRANSFER STATION		112,802	114,021	94,508	96,508	69,820
LANDFILL		3,137	348	30,400	33,400	37,360
BRUSH COLLECTION-OUTSOURCE		639,558	687,998	650,000	1,255,485	-
BRUSH COLLECTION-IN-HOUSE		-	-	-	-	1,215,485
TRANSFERS & OTHER USES		1,125,168	1,169,885	1,125,000	1,125,000	1,125,000
TOTAL EXPENDITURES		5,476,263	5,608,896	5,160,048	5,893,533	5,778,927
REVENUES OVER (UNDER) EXPENDITURES		(381,235)	(486,151)	349,752	402,598	29,631

SOLID WASTE FUND	Proposed	3 YEAR PLAN		
FINANCIAL SUMMARY	Budget FY 2020-2021	2020-2022 City Manager	2021-2023 City Manager	2022-2024 City Manager
540-4000-433600 GARBAGE FEES	4,050,000	4,050,000	4,050,000	4,050,000
540-4000-433620 BRUSH FEES	1,300,000	1,372,800	1,372,800	1,372,800
540-4000-433660 RECYCLING	5,000	5,000	5,000	5,000
540-4000-433720 UTILITY BILLING PENALTIES	82,000	82,000	82,000	82,000
Category: 43 - Charges for services Total:	5,437,000	5,509,800	5,509,800	5,509,800
540-4000-450010 INTERGOVERNMENTAL REVENUE				
Category: 45 - Intergovernmental Total:	-	-	-	-
540-4000-493000 OTHER FINANCING SOURCE				
Category: 45 - Intergovernmental Total:	-	-	-	-
Department: 4000 - REVENUE Total:	5,437,000	5,509,800	5,509,800	5,509,800
EXPENDITURE SUMMARY				
EMERGENCY MANAGEMENT	-	-	-	-
SOLID WASTE COLLECTION	3,428,799	3,260,140	3,260,140	3,260,140
TRANSFER STATION	104,289	93,745	93,945	94,176
LANDFILL	48,100	47,800	47,800	47,800
BRUSH COLLECTION-OUTSOURCE	-	-	-	-
BRUSH COLLECTION-IN-HOUSE	614,324	614,548	614,548	614,548
TRANSFERS & OTHER USES	1,125,000	850,000	1,125,000	1,125,000
TOTAL EXPENDITURES	5,320,513	4,866,233	5,141,433	5,141,664
REVENUES OVER (UNDER) EXPENDITURES	116,487	643,567	368,367	368,136

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
SOLID WASTE COLLECTIONS		Actual	Actual	Budget	Amended	Estimate	FY 2020-2021
540-5330-510020	NON-EXEMPT WAGES	50	(278)	-	-	-	
540-5330-511128	PENSION EXPENSE-AUDIT	1,776	3,599	-	-	-	
540-5330-511160	WORKERS COMP INSURANCE	-	131	-	-	2,000	
Category: 51 - Personal services Total:		1,826	3,452	-	-	2,000	-
540-5330-522010	COMMUNICATIONS	189	-	-	-	-	
540-5330-522240	ADVERTISING	-	-	-	-	341	
540-5330-522445	COLLECTION COSTS	35,697	37,442	32,000	32,000	37,000	37,000
540-5330-522636	MAINT-VEHICLES	-	154	2,500	2,500	-	500
540-5330-522810	OTHER SERVICES	50,093	72,623	30,000	30,000	36,291	38,000
Category: 52 - Other charges Total:		85,979	110,218	64,500	64,500	73,632	75,500
540-5330-533100	CONTRACTUAL SERVICES	3,064,130	3,334,787	3,195,640	3,318,640	3,255,630	3,353,299
Category: 53 - Contractual services Total:		3,064,130	3,334,787	3,195,640	3,318,640	3,255,630	3,353,299
540-5330-544045	OTHER SUPPLIES	-	94	-	-	-	
Category: 54 - Supplies Total:		-	94	-	-	-	-
540-5330-571010	DEPRECIATION	1,453	1,434	-	-	-	
Category: 57 - Depreciation Total:		1,453	1,434	-	-	-	-
Department: 5330 - SOLID WASTE COLLECTION Total:		3,153,388	3,449,985	3,260,140	3,383,140	3,331,262	3,428,799

SOLID WASTE FUND		History		Current			Proposed
TRANSFER STATION/RECYCLING		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate	Budget FY 2020-2021
540-5332-510020	NON-EXEMPT WAGES	44,363	45,585	45,827	45,827	43,114	45,827
540-5332-510025	PART-TIME WAGES	5,684	2,864	10,714	10,714	5,585	10,504
540-5332-510080	OVERTIME	3,072	1,369	-	2,000	2,000	-
540-5332-511100	GROUP HEALTH INSURANCE	9,327	9,023	10,178	10,178	-	12,580
540-5332-511120	PENSION CONTRIBUTION	3,645	3,819	3,987	3,987	4,131	4,198
540-5332-511140	FICA TAX	2,975	2,921	3,606	3,606	2,797	2,841
540-5332-511150	MEDICARE TAX	696	683	804	804	654	664
540-5332-511160	WORKERS COMP INSURANCE	3,878	3,631	3,120	3,120	1,600	924
540-5332-511180	UNEMPLOYMENT TAX	396	85	750	750	289	750
Category: 51 - Personal services Total:		74,035	69,980	78,986	80,986	60,170	78,289
540-5332-522010	COMMUNICATIONS	2,054	-	-	-	-	-
540-5332-522380	UTILITIES	2,320	1,431	1,600	1,600	900	1,600
540-5332-522634	MAINT-MACHINERY	-	1,873	-	-	900	1,500
540-5332-522636	MAINT-VEHICLES	3,601	4,524	6,522	6,522	4,500	4,500
540-5332-522810	OTHER SERVICES	10,561	-	600	600	-	600
Category: 52 - Other charges Total:		18,537	7,828	8,722	8,722	6,300	8,200
540-5332-544001	OFFICE SUPPLIES	-	385	300	300	-	300
540-5332-544012	CLOTHING & LINENS	1,338	1,205	1,500	1,500	950	1,500
540-5332-544016	MOTOR FUEL & LUBE	274	671	2,000	2,000	600	2,000
540-5332-544020	MINOR TOOLS	550	-	-	-	-	-
540-5332-544045	OTHER SUPPLIES	1,558	1,718	3,000	3,000	1,800	3,000
Category: 54 - Supplies Total:		3,719	3,979	6,800	6,800	3,350	6,800
540-5332-550100	CAPITAL OUTLAY	-	-	-	-	-	7,000
540-5332-548050	EQUIPMENT	1,048	8,999	-	-	-	4,000
Category: 55 - Capital outlay Total:		1,048	8,999	-	-	-	11,000
540-5332-571010	DEPRECIATION	15,463	23,235	-	-	-	-
Category: 57 - Depreciation Total:		15,463	23,235	-	-	-	-
Department: 5332 - TRANSFER STATION Total:		112,802	114,021	94,508	96,508	69,820	104,289

		History		Current			Proposed
		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate	Budget FY 2020-2021
LANDFILL							
540-5334-522380	UTILITIES	341	348	400	400	360	400
540-5334-522845	MONITORING OF LANDFILL	-	-	30,000	33,000	37,000	47,700
	DISPOSAL SPECIAL PRJ	-	-	-	-	-	-
Category: 52 - Other charges Total:		341	348	30,400	33,400	37,360	48,100
540-5334-533100	CONTRACTUAL SERVICES	2,796	-	-	-	-	-
Category: 53 - Contractual services Total:		2,796	-	-	-	-	-
Department: 5334 - LANDFILL Total:		3,137	348	30,400	33,400	37,360	48,100

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SOLID WASTE FUND		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimate
BRUSH COLLECTION						
540-5336-510020	NON-EXEMPT WAGES	-	-	-	-	-
540-5336-510025	PART-TIME WAGES	-	-	-	-	-
540-5336-510080	OVERTIME	-	-	-	-	-
540-5336-511100	GROUP HEALTH INSURANCE	-	-	-	-	-
540-5336-511120	PENSION CONTRIBUTION	-	-	-	-	-
540-5336-511140	FICA TAX	-	-	-	-	-
540-5336-511150	MEDICARE TAX	-	-	-	-	-
540-5336-511160	WORKERS COMP INSURANCE	-	-	-	-	-
540-5336-511180	UNEMPLOYMENT TAX	-	-	-	-	-
Category: 51 - Personal services Total:		-	-	-	-	-
540-5336-522080	INSURANCE & BONDS	-	-	-	-	-
540-5336-522634	MAINT-MACHINERY	-	-	-	-	-
540-5336-522636	MAINT-VEHICLES	-	-	-	-	-
540-5336-522810	OTHER SERVICES	-	-	-	-	-
Category: 52 - Other charges Total:		-	-	-	-	-
540-5336-533100	CONTRACTUAL SERVICES	639,558	687,998	650,000	685,000	675,000
Category: 53 - Contractual services Total:		639,558	687,998	650,000	685,000	675,000
540-5336-544012	CLOTHING & LINENS	-	-	-	-	-
540-5336-544016	MOTOR FUEL & LUBE	-	-	-	-	-
540-5336-544045	OTHER SUPPLIES	-	-	-	-	-
Category: 54 - Supplies Total:		-	-	-	-	-
540-5336-550100	CAPITAL OUTLAY	-	-	-	570,485	540,485
540-5336-548050	EQUIPMENT	-	-	-	-	-
Category: 55 - Capital outlay Total:		-	-	-	570,485	540,485
540-5336-571010	LEASE PAYMENT	-	-	-	-	-
Category: 57 - Depreciation Total:		-	-	-	-	-
Department: 5336 - BRUSH COLLECTION Total:		-	-	650,000	1,255,485	1,215,485
						614,324

SOLID WASTE FUND		History		Current			Proposed
		2017-2018 Actual	2018-2019 Budget	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate	Budget FY 2020-2021
Debt Service							
540-5800-522098	BAD DEBT EXPENSE	168	44,885	-			
Category: 52 - Other charges Total:		168	44,885	-	-	-	
540-5800-580000	TRANSFERS TO OTHER FUNDS	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000
Category: 58 - Other Financing Uses Total:		1,125,000	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000
Department: 5800-TRANSFERS & OTHER USES To		1,125,168	1,169,885	1,125,000	1,125,000	1,125,000	1,125,000

AIRPORT FUND

AIRPORT FUND		History		Current	
Financial Summary		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended 2019-2020 Estimated
Beginning Working Capital			(376,193)	(502,248)	(502,248)
REVENUE SUMMARY					
INTERGOVERNMENTAL REVENUE		76,252	229,365	50,000	50,000 50,000
CHARGES FOR SERVICES		150,391	242,833	220,000	220,000 268,500
OTHER INCOME /TRANSFERS IN		250,000	250,000	260,000	260,000 250,000
MISCELLANEOUS REVENUE		66,904	79,215	63,227	63,227 63,750
*** TOTAL REVENUES ***		543,548	801,414	593,227	593,227 632,250
EXPENDITURE SUMMARY					
AIRPORT OPERATIONS		825,661	942,681	591,399	591,399 616,201
AIRPORT GRANT		-	91,777	100,000	99,999 100,000
*** TOTAL EXPENDITURES ***		825,661	1,034,458	691,399	691,398 716,201
REVENUES OVER (UNDER)					
EXPENDITURES		(282,114)	(233,044)	(98,172)	(98,171) (83,951)

AIRPORT FUND		3 YEAR PLAN		
Proposed		Fiscal Year	Fiscal Year	Fiscal Year
Budget		2021-2022	2022-2023	2023-2024
Financial Summary				
Beginning Working Capital	(586,199)	(631,815)	(612,366)	(593,317)
REVENUE SUMMARY				
INTERGOVERNMENTAL REVENUE	50,000	50,000	50,000	50,000
CHARGES FOR SERVICES	300,500	350,000	350,000	350,000
OTHER INCOME /TRANSFERS IN	250,000	260,000	260,000	260,000
MISCELLANEOUS REVENUE	63,600	63,227	63,227	63,227
*** TOTAL REVENUES ***	664,100	723,227	723,227	723,227
EXPENDITURE SUMMARY				
AIRPORT OPERATIONS	609,716	603,778	604,178	604,673
AIRPORT GRANT	100,000	100,000	100,000	100,000
*** TOTAL EXPENDITURES ***	709,716	703,778	704,178	704,673
REVENUES OVER (UNDER)				
EXPENDITURES	(45,616)	19,449	19,049	18,554

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	2019-2020	2019-2020	Budget
REVENUES		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
550-4000-435560	FUEL SALES	149,679	242,412	220,000	220,000	268,000	300,000
550-4000-435570	SALES - TAXABLE	708	421	-	-	500	500
550-4000-439010	OVER/UNDER	4	0	-	-	-	-
Charges for Services Total:		150,391	242,833	220,000	220,000	268,500	300,500
550-4000-450010	INTERGOVERNMENTAL REVENUE	76,252	229,365	50,000	50,000	50,000	50,000
Intergovernmental Total:		76,252	229,365	50,000	50,000	50,000	50,000
550-4000-471560	EAST SIDE HANGAR RENTAL	36,856	61,745	40,000	40,000	40,000	40,000
550-4000-471562	WESTSIDE HANGAR RENTAL	20,718	15,136	11,588	11,588	13,000	13,000
550-4000-471564	BUILDING RENTAL	600	600	600	600	600	600
550-4000-471565	DAILY HANGAR RENTAL	3,640	450	9,000	9,000	9,000	9,000
550-4000-471567	TIE DOWN FEES	885	870	2,039	2,039	850	1,000
550-4000-471568	UTILITIES	1,865	140	-	-	200	-
550-4000-476310	DONATIONS/CONTRIBUTIONS	527	-	-	-	-	-
550-4000-478910	MISCELLANEOUS REVENUE	1,814	275	-	-	100	-
Miscellaneous Total:		66,904	79,215	63,227	63,227	63,750	63,600
550-4000-490101	TRANSFERS FROM GEN. FUND	250,000	250,000	260,000	260,000	250,000	250,000
550-4000-490123	TRANSFER FROM EDC	-	-	-	-	-	-
Other Financing Sources Total:		250,000	250,000	260,000	260,000	250,000	250,000
REVENUE Total:		543,548	801,414	593,227	593,227	632,250	664,100

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
AIRPORT OPERATIONS							
501-5520-510010	EXEMPT WAGES	79,918	88,434	88,560	88,560	100,377	84,660
550-5520-510020	NON-EXEMPT WAGES	81,041	65,488	79,115	79,115	81,219	83,158
501-5315-510080	OVERTIME	4,249	5,133	2,500	2,500	4,000	2,500
501-5315-511100	GROUP HEALTH INSURANCE	22,624	17,624	20,356	20,356	20,232	25,161
501-5315-511120	PENSION CONTRIBUTION	13,307	13,895	278	278	16,147	14,579
550-5520-511128	PENSION EXPENSE - AUDIT	10,788	20,394	-	-	-	-
550-5520-511129	OPEB EXPENSE	-	739	-	-	-	-
501-5315-511140	FICA TAX	9,907	10,534	10,597	10,597	11,507	10,560
501-5315-511150	MEDICARE TAX	2,317	2,464	2,420	2,420	2,691	2,470
501-5315-511160	WORKERS COMP INSURANCE	3,596	3,459	5,668	5,668	3,500	2,428
501-5315-511180	UNEMPLOYMENT TAX	648	36	505	505	900	1,000
Personal Services Total:		228,396	228,199	209,999	209,999	240,573	226,516
550-5520-522010	COMMUNICATIONS	2,324	2,152	2,500	2,500	2,500	2,500
550-5520-522043	TRAVEL AND TRAINING	6,859	16,351	10,000	1,556	3,000	10,000
550-5520-522050	MISC EXPENSE	3,787	3,449	2,200	4,109	4,500	2,000
550-5520-522080	INSURANCE & BONDS	13,683	16,724	8,000	8,000	15,000	8,000
550-5520-522241	MARKETING	952	1,473	5,000	-	-	3,000
550-5520-522300	EQUIPMENT RENTAL	550	600	-	-	-	-
550-5520-522320	COPYING EXPENSES	2,238	2,685	2,200	2,200	2,200	2,200
550-5520-522380	UTILITIES	30,742	37,930	41,000	41,000	35,000	51,000
550-5520-522440	POSTAGE	351	512	200	200	200	200
550-5520-522520	MEMBERSHIP & SUBSCRIPTION	9,006	7,172	10,000	2,808	2,808	8,000
550-5520-522626	MAINT-BUILDING	1,849	-	5,000	9,180	10,000	5,000
550-5520-522628	MAINT-OTHER	120	-	-	-	-	-
550-5520-522636	MAINT- VEHICLES	1,074	10,010	2,000	2,000	2,000	2,000
550-5520-522653	MAINT-FENCES	1,632	-	-	-	-	-
550-5520-522655	MAINT-FUEL SYSTEM	789	260	4,000	4,839	4,739	4,000
550-5520-522810	OTHER SERVICES	2,003	381	-	644	1,000	-
550-5520-522840	INSPECTIONS FEE	-	-	250	250	250	250
550-5520-522920	BANK & CREDIT CARD SERVICES	4,246	7,446	6,000	6,000	6,000	6,000
Other Charges Total:		82,205	107,146	98,350	85,286	89,197	104,150
550-5520-533010	PROFESSIONAL SERVICE	28,538	3,900	5,000	21,004	21,004	-
Contractual Services Total:		28,538	3,900	5,000	21,004	21,004	-
550-5520-544001	OFFICE SUPPLIES	818	1,261	750	886	886	750
550-5520-544005	JANITOR SUPPLIES	530	574	400	670	670	400
550-5520-544010	SUPPLIES FOR RESALE	388	408	500	500	500	500
550-5520-544012	CLOTHING & LINENS	77	499	600	600	600	600
550-5520-544016	MOTOR FUEL & LUBE	1,960	1,290	2,000	2,000	2,000	2,000
550-5520-544018	FUEL DELIVERY	128,803	229,945	240,000	236,654	236,654	240,000
550-5520-544025	CHEMICALS	715	493	500	500	500	500
550-5520-544045	OTHER SUPPLIES	1,161	1,467	300	300	300	300
Supplies Total:		134,454	235,938	245,050	242,110	242,110	245,050
550-5520-550100	CAPITAL OUTLAY	-	-	15,000	15,000	15,000	-
550-5520-550110	OFFICE FURNITURE-EQUIPMENT	3,390	6,960	-	-	317	-
550-5520-554131	TOOL AND EQUIPMENT	-	-	-	-	-	26,000
550-5520-554241	FUEL TRUCK	15,000	15,000	18,000	18,000	8,000	8,000
Capital Outlay Total:		18,390	21,960	33,000	33,000	23,317	34,000
AIRPORT OPERATIONS TOTALS:							
		825,661	942,681	591,399	591,399	616,201	609,716

		History		Current		Proposed
		2016-2017	2017-2018	2019-2020	2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
AIRPORT GRANT EXPENDITURES						Budget
						FY 2020-2021
550-5522-522624	MAINT- STREETS & IMPROVEMENT	-	1,269	25,000	66,052	25,000
550-5522-522626	MAINT-BUILDING	11,916	4,202	10,000	8,322	33,000
550-5522-522628	MAINT-OTHER	896	-	-	-	-
550-5522-522632	MAINT-APPARATUS/BEACON	31,782	7,175	60,000	394	-
550-5522-522636	MAINT-VEHICLES	-	-	-	120	-
550-5522-522652	MAINT-TAXIWAY/RUNWAY/APRON	-	443	1,000	6,180	8,000
550-5522-522653	MAINT-FENCES	64	10,772	2,000	3,781	30,000
550-5522-522655	MAINT-FUEL SYSTEM	1,675	13,810	2,000	15,150	4,000
Other charges Total:		46,332	37,672	100,000	99,999	100,000
550-5522-533010	PROFESSIONAL SERVICES	4,470	54,105	-	-	-
Professional Services Total:		4,470	54,105	-	-	-
501-5315-550100	CAPITAL OUTLAY	51,694	-	-	-	-
Capital outlay Total:		51,694	-	-	-	-
AIRPORT GRANT TOTALS:		102,496	91,777	100,000	99,999	100,000

ORDINANCE NO. 2020-27

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; APPROPRIATING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS, FOR THE 2020-2021 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, was duly presented to the City Commission by the City Manager, that a due and timely public notice that a Public Hearing on such budget would be held on September 01, 2020, was given and made in accordance with state law and within the time limits set forth by law; that such Public Hearing was held in accordance with the law on September 01, 2020; now therefore,

BE IT ORDAINED BY CITY OF WESLACO, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of the general government of the City of Weslaco, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2020-2021 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2020-2021 of the City of Weslaco.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of September 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: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3504
From:		
Subject: Discussion and consideration to approve Ordinance 2020-28, adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. First Reading of Ordinance 2020-28. ROLL CALL VOTER REQUIRED. Possible action. (Staffed by Finance Department.)		
Background: The "proposed tax rate" was discussed on a meeting held August 18, 2020. It was with the consensus of the Commission to propose a tax rate of \$.6967 per \$100 with Resolution 2020-27. This rate will provide more revenue than last year by \$706,779.		
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: Public Hearing Notice published in the Advance News Journal on August 26, 2020 and posted in the city's web site.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu Vidal Roman Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends adopting Ordinance.		
Attachments, if any: 2020 FY 20-21 Tax Rate Adoption Memo, O2020-28 adopt ad valorem tax rate		
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

Date: September 1, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Fiscal Year 2020-2021 Tax Rate Adoption

The City proposed to approve an ad valorem tax rate on August 18, 2020 with Resolution 2020-27. The next step is the adoption of the tax rate.

In accordance with Tax Code requirements, the City must hold a public hearing prior to adopting the ad valorem tax rate and after the approval of its City Budget. A public hearing has been scheduled at this meetings date and was published on the Advance News Journal on August 26, 2020, as well as being posted on the city's web site.

Note that since the tax rate consist of two components, **each must be approved** separately. The rates are reference on the Ordinance. Note on the Ordinance that since the city has elected to adopt a rate greater than the No-New Revenue rate, language has been added to it on items "c" and "d" as required by Tax Code 26.05(b)(1)(A) and (B) as per Senate Bill 2.

The vote on the Ordinance will required **a Roll Call Vote**.

ORDINANCE NO. 2020-28

AN ORDINANCE LEVYING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY OF WESLACO, TEXAS FOR THE TAX YEAR 2020, FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE GENERAL GOVERNMENT AND FOR THE INTEREST AND SINKING FUND FOR THE REDEMPTION OF BONDS AND OTHER INDEBTEDNESS OF THE CITY OF WESLACO, TEXAS, AND FIXING A LIEN ON ALL TAXABLE PROPERTY.

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

I.

THAT, there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Weslaco for the 2020-2021 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.6967** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. Maintenance and operation of the General Government (General Fund) for fiscal year 2020-2021, **\$0.5109** on each \$100 valuation of property.
- b. Interest and sinking fund for debt service payments for fiscal year 2020-2021, **\$0.1858** on each \$100 valuation of property for the purpose of paying interest on and providing a sinking fund for the redemption of outstanding indebtedness of the City of Weslaco.
- c. This tax rate will raise more taxes for maintenance and operations than last year's tax rate, and
- d. the tax rate will effectively be raised by 1.9 percent and will raise taxes for maintenance and operations on a \$100,000 home by \$12.90

II.

THAT there is hereby fixed on each and every item of taxable property a lien for the purpose of securing the payment of the taxes assessed thereon, and said lien shall continue to exist against any item of property against which a tax is assessed here under until such tax, together with all interest shall be paid.

III.

IF, any person shall neglect or refuse to pay the taxes herein imposed on him or his property, on or before January 31, 2021 the tax collector shall apply the following schedule of penalty and interest rates for use in calculating the total amount due on delinquent tax bills:

February 2021	7.0%
March 2021	9.0%
April 2021	11.0%
May 2021	13.0%
June 2021	15.0%
July 2021	18.0%

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of September 2020.

PASSED AND APPROVED on second reading at a meeting of the City Commission this _____ day of September 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: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3569	
From:			
Subject: Discussion and Consideration for approval of a plan of Finance and authorize preparation of Refunding Bonds Series 2013 and 2014 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The city in the past issued Series 2013 and 2014 on August 2013 and March 2014 respectively. The city is considering doing an advance refunding on these series since interest rates are low and will realize a savings on it.			
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):			
Norma Cantu		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Refunding Bond Series Memo, Weslaco Refunding Opportunity 8.13.20 Final			
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

Date: September 1, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Refunding Series 2013 and 2014 Bonds Issues

The City is presenting refunding opportunities for consideration on the 2013 and 2014 Bond issues. The 2013 issue is being paid with ad valorem taxes and the 2014 issue by Water and Wastewater revenue.

Should the city decide to pursue this avenue, the realized savings on the 2013 and 2014 issues will be \$400,159 and \$1,417,663 respectively. Please take into consideration that when the city is negotiating for this advance refunding, we will be setting parameters subject to market conditions which need to be met and advantageous to the city before proceeding.

Staff recommend approval.



Contact

Anne Burger Entrekin

Regional Managing Director

anne.burgerentrekin@hilltopsecurities.com

70 Northeast Loop 410, Suite 710

San Antonio, Texas 78216

Direct: 210.308.2200

Mario Hernandez

Analyst

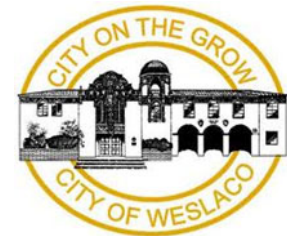
mario.hernandez@hilltopsecurities.com

1201 Elm Street, Suite 3500

Dallas, Texas 75270

Direct: 214.953.4182

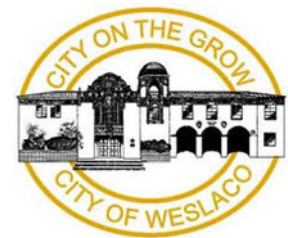
Proposed Refunding Opportunity



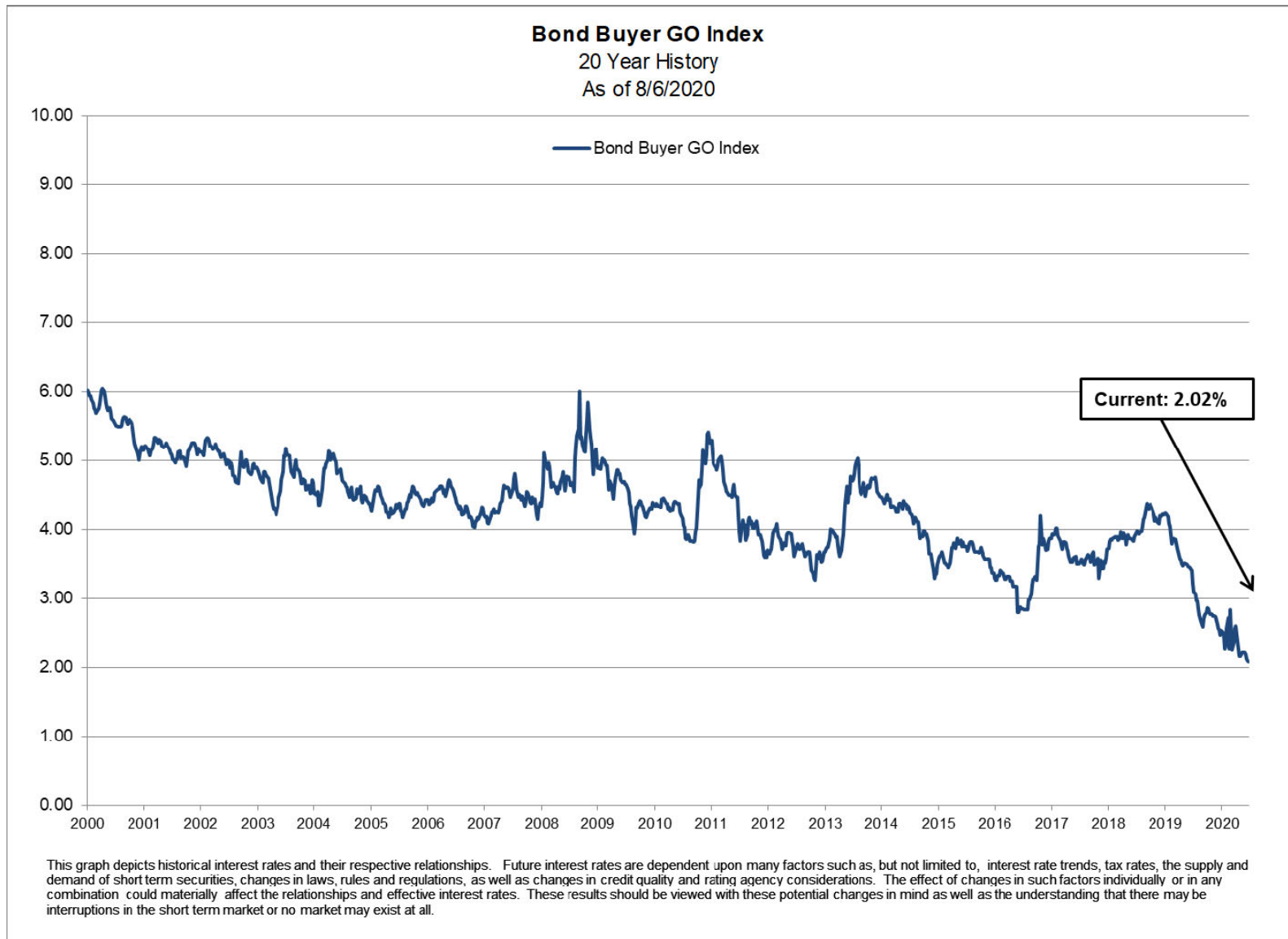
August 13, 2020

Weslaco, Texas

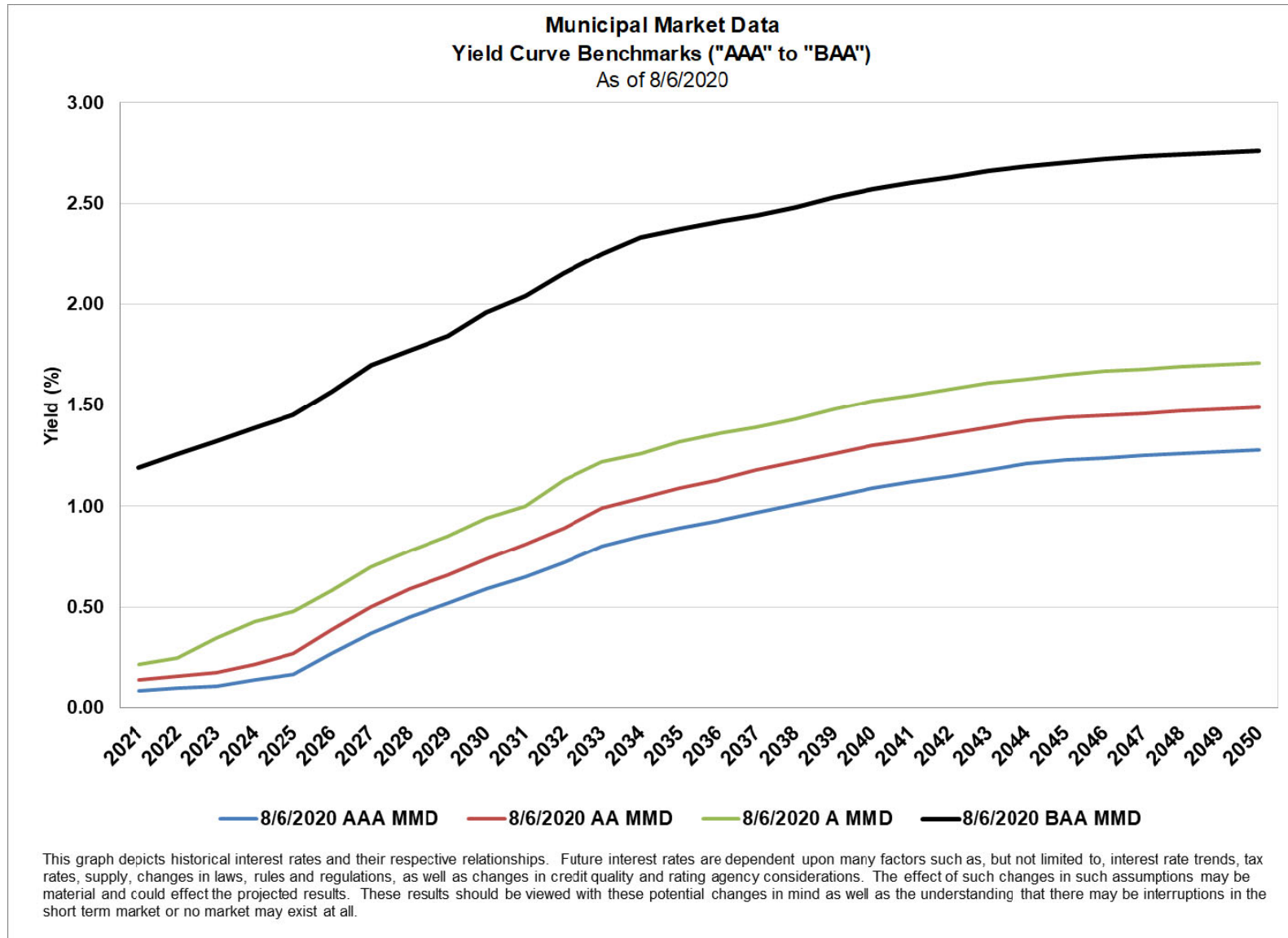
Market Update



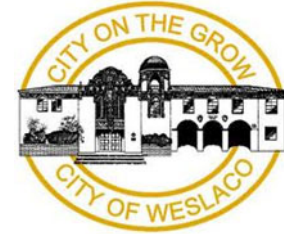
Bond Buyer's Index of 20 Municipal Bonds



MMD Yield Curve



Summary of Callable Bonds



Refunding Opportunity: Summary of Callable Bonds

Certificates of Obligation, Series 2013

Original Principal	\$6,750,000
Callable Principal	\$4,675,000
Callable Maturities	2024-2033
Coupons	4.00% - 5.00%
Call Date	8/15/2023

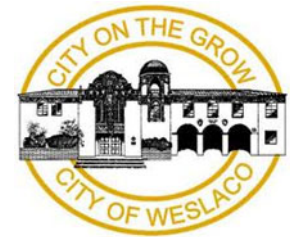
Maturity	Principal	Interest Rate	Call Date
8/15/2024	\$ 380,000	4.000%	8/15/2023
8/15/2025	400,000	4.000%	8/15/2023
8/15/2026	415,000	4.000%	8/15/2023
8/15/2027	430,000	5.000%	8/15/2023
8/15/2028	450,000	4.500%	8/15/2023
8/15/2029	470,000	4.500%	8/15/2023
8/15/2030	495,000	5.000%	8/15/2023
8/15/2031	520,000	5.000%	8/15/2023
8/15/2032	545,000	5.000%	8/15/2023
8/15/2033	570,000	5.000%	8/15/2023
	<u>\$ 4,675,000</u>		

Certificates of Obligation, Series 2014

Original Principal	\$9,075,000
Callable Principal	\$8,770,000
Callable Maturities	2023-2034
Coupons	3.00% - 5.00%
Call Date	10/1/2020

Maturity	Principal	Interest Rate	Call Date
8/15/2023	\$ 80,000	3.000%	8/15/2022
8/15/2024	80,000	4.000%	8/15/2022
8/15/2025	80,000	4.000%	8/15/2022
8/15/2026	90,000	4.000%	8/15/2022
8/15/2027	100,000	4.000%	8/15/2022
8/15/2028	1,035,000	4.500%	8/15/2022
8/15/2029	1,085,000	4.500%	8/15/2022
8/15/2030	1,140,000	4.500%	8/15/2022
8/15/2031	1,185,000	4.500%	8/15/2022
8/15/2032	1,245,000	4.500%	8/15/2022
8/15/2033	1,295,000	4.500%	8/15/2022
8/15/2034	<u>1,355,000</u>	5.000%	8/15/2022
	<u>\$ 8,770,000</u>		

Summary of Projected Debt Service Savings

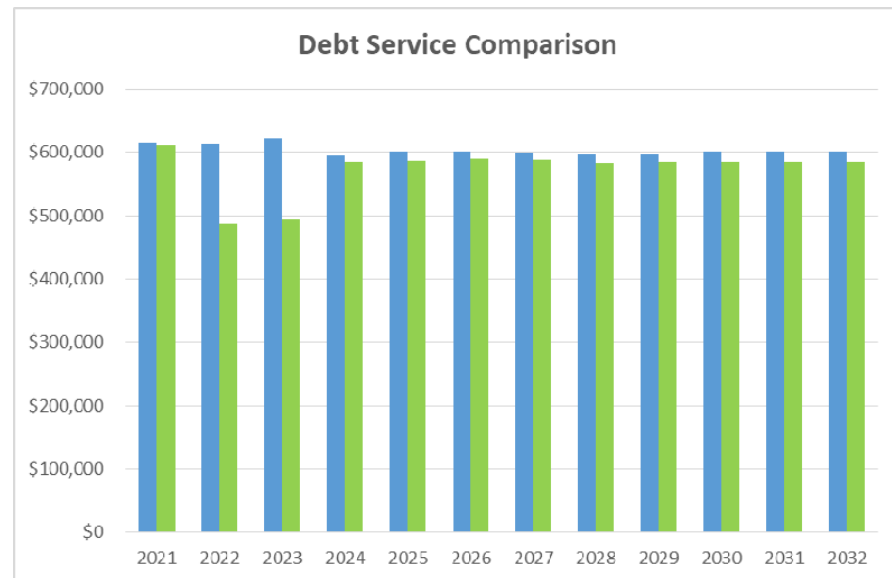


Proposed Debt Service Savings - CO, Series 2013

Taxable Refunding- Structured Savings – Supported by Ad Valorem Taxes

PROJECTED SAVINGS City of Weslaco, Texas COs Series 2013 - Structured Savings			
Date	Prior Debt Service	Refunding Debt Service	Projected Savings
9/30/2021	\$614,600	\$610,594	\$4,006
9/30/2022	613,800	487,125	126,675
9/30/2023	620,850	494,175	126,675
9/30/2024	597,200	585,525	11,675
9/30/2025	602,000	585,822	16,178
9/30/2026	601,000	589,322	11,678
9/30/2027	599,400	587,438	11,962
9/30/2028	597,900	583,940	13,960
9/30/2029	597,650	585,100	12,550
9/30/2030	601,500	585,560	15,940
9/30/2031	601,750	585,300	16,450
9/30/2032	600,750	584,300	16,450
9/30/2033	598,500	582,540	15,960
	\$7,846,900	\$7,446,741	\$400,159

Projected Debt Service Savings	
Refunding Par Amount	\$5,435,000
Gross Savings	\$400,157
Average Annual Savings (2021-2033)	\$30,781
True Interest Cost	1.93%
Net Present Value Savings	\$370,634
Present Value Benefit (%)	7.93%
Negative Arbitrage	\$238,786
Percent Neg Arb of NPV Savings	64.43%

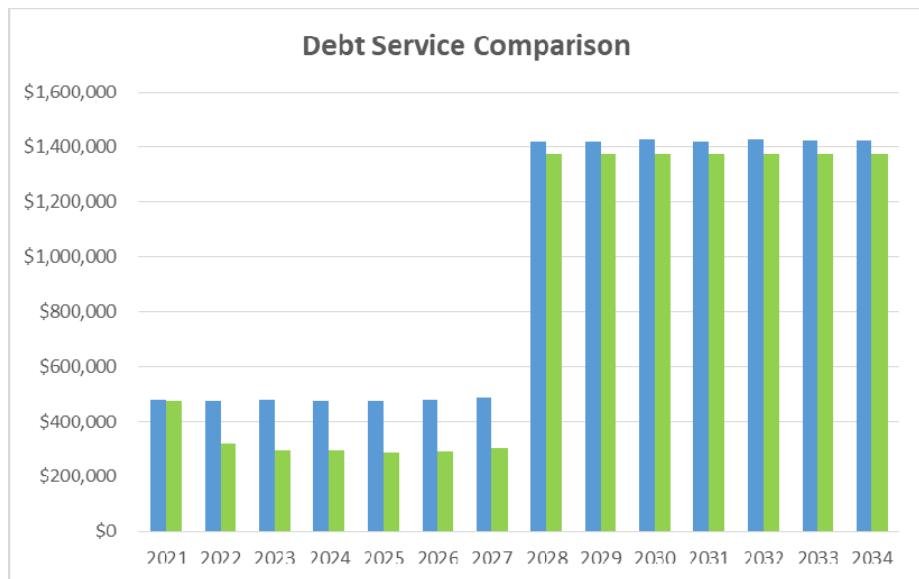


*For purposes of illustration rates are as of 8/12/2020.

Proposed Debt Service Savings - CO, Series 2014 – Taxable Refunding- Structured Savings – Supported by Utility System Revenues

PROJECTED SAVINGS City of Weslaco, Texas COs Series 2014 - Structured Savings			
Date	Prior Debt Service	Refunding Debt Service	Projected Savings
9/30/2021	\$477,600	\$473,403	\$4,197
9/30/2022	475,725	322,344	153,381
9/30/2023	478,475	294,710	183,765
9/30/2024	476,075	293,775	182,300
9/30/2025	472,875	287,730	185,145
9/30/2026	479,675	291,365	188,310
9/30/2027	486,075	299,880	186,195
9/30/2028	1,417,075	1,372,900	44,175
9/30/2029	1,420,500	1,372,585	47,915
9/30/2030	1,426,675	1,375,715	50,960
9/30/2031	1,420,375	1,372,155	48,220
9/30/2032	1,427,050	1,376,955	50,095
9/30/2033	1,421,025	1,374,865	46,160
9/30/2034	1,422,750	1,375,935	46,815
	\$13,301,950	\$11,884,317	\$1,417,633

Projected Debt Service Savings	
Refunding Par Amount	\$9,730,000
Gross Savings	\$1,417,632
Average Annual Savings (2021-2034)	\$101,259
True Interest Cost	2.10%
Net Present Value Savings	\$1,265,075
Present Value Benefit (%)	14.42%
Negative Arbitrage	\$285,992
Percent Neg Arb of NPV Savings	22.61%



*For purposes of illustration rates are as of 8/12/2020.

Summary

- Interest rates are at historical lows
- Even with call dates in 2022 and 2023, and taxable advanced refunding bonds, the potential for the City of Weslaco to achieve significant debt service savings exists
- While there is negative arbitrage, the percent of negative arbitrage to net present value savings is at levels where a transaction should be evaluated
- Projected debt service savings are structured in a manner to optimize related debt service
 - CO, Series 2013 – Ad Valorem Tax Supported – Savings targeted in 2022 and 2023, prior to 2024 when existing debt service declines
 - CO, Series 2014 – Utility System Revenue Supported – Savings targeted in 2022 through 2027, prior to 2028 when existing debt service declines



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3343	
From:			
Subject: Discussion and consideration on amendments and extension of September 7, 2020 to October 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.)			
Background: extension of September 7, 2020 to October 7, 2020 Disaster Declaration (COVID-19)			
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):			
Norma Cantu		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			

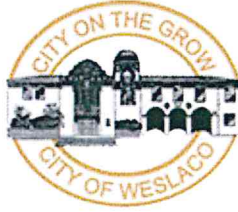


Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3572	
From:			
Subject: Discussion and consideration on CARES Act Inter-local Agreement with Hidalgo County to allow placing of devices on City premises that will facilitate the City of Weslaco to participate in the Public Internet Access Wi-Fi Project 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: Approve.			
Attachments, if any: 20-08 CM memo re Interlocal Agreement with Hidalgo County relating to WiFi Tower, draft.INTERLOCAL.COUNTY.CITYOF			
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

TO: Mayor and City Commission

FROM: Mike R. Perez, City Manager *MRP*

SUBJECT: Interlocal with Hidalgo County relating to WIFI Tower

DATE: August 27, 2020

Precinct 1 has been working with School Districts in this part of the county to provide free WIFI too low to moderate income neighborhoods for school children. They will be erecting WIFI poles in various locations. They (county) would like to locate one of these poles at our new Fire Station on Mile 11. They will locate the pole where the Fire Chief will determine will cause no issues for his operation.

Staff recommends approval.

COUNTY OF HIDALGO, §
STATE OF TEXAS §

**CARES ACT INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF _____**

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and the **CITY OF _____** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a “Local Government” under the Interlocal Cooperation Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City and their respective constituents have been affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the County, pursuant to its statutory and constitutional authority, are responsible for the safety and well being of the citizens; the City pursuant to its statutory authority, is responsible for the safety and well-being of its students, employee, faculty and administration, and both are desirous that necessary services and equipment are available to respond and mitigate the public health emergency; and

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and

WHEREAS, in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency, the County established the Hidalgo County Public Access Wi-Fi 2020 Project (hereinafter “Project”) to assist the citizens of the County with

distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings; and

WHEREAS, in response to the COVID-19 pandemic public health emergency, County, in cooperation with City, has identified and is working toward developing innovative learning strategies that include access to a Public Internet Wi-Fi network as part of the Project. The Project goal is to provide free internet access to identified areas within each City and County that will enable online distance learning as well as improving telework capabilities for families that do not have the means to provide internet access. The system will be designed to support wireless devices, including laptops, iPads, and other personal devices used to access online classes and telework capabilities.

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of the residents of County and City in that access to online learning will assist in mitigating the spread of COVID-19 in classrooms and schools, protecting our children, our teachers, and all school staff and to further detail each party's duties and responsibilities; and

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

I. PROVISIONS OF SERVICES

Through this Agreement the **PARTIES** will develop a cooperative program to provide services as follows:

Purpose of Agreement:

1. The purpose of this agreement is to establish cooperation between the **County** and **City** on an "as needed basis" in order to coordinate the **County's** ongoing efforts and use of all available resources for the Public Internet Access Wi-Fi Network Project in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency.

The participation of in this initiative shall consist of the following:

1. In an effort to assist the citizens of the **County** and **City** with distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings, **City** will provide **County** with access to **City** premises for the sole purposes of placing ***** devices on **City** property. Requests will be made in writing by **County** to **City** prior to the placement of any devices needed to facilitate the Public Internet Access Wi-Fi Project and thereafter, will only be placed on **City** property with consent and approval of **City**.
2. **City** will communicate directly with the **County's** designated point of contact to facilitate specific, written requests for assistance from the **City** for the **County's** efforts to provide a Public Internet Access Wi-Fi in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.

The participation of COUNTY in this initiative shall consist of the following:

1. **County** will designate a point of contact to streamline communications between the **City** and **County** and all Elected Offices and Departments.
2. **County** will acquire the services of a vendor to design and implement a Public Internet Access Wi-Fi Network in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.
3. **County** will acquire necessary equipment, hardware and software for the Public Internet Access Wi-Fi Network Project. Equipment will be installed on **City** premises on an as needed basis in the mutually agreed upon selected areas of each **County** Precinct.
4. **County** shall obtain **City's** prior written consent to coordinate access to **City's** premises, or should any alterations, additions, or improvements be needed to assist with the **County's** efforts to provide a Public Internet Access Wi-Fi Project.

5. **County** shall be responsible for installation, repairs and maintenance in connection with equipment and/or assets on **City** Premises utilized for the purpose of assisting the **County** with efforts to provide a Public Internet Access Wi-Fi Project.
6. **County** shall be responsible for costs associated with the repair and maintenance of equipment and/or **County** assets placed on **City** Premises utilized for the purpose of assisting the **County** with its efforts to provide a Public Internet Access Wi-Fi Project.

II. TERM OR AGREEMENT

The term of this agreement is for the lifetime of the Public Internet Access Wi-Fi Network; it will begin on **August 18, 2020, and extend until terminated by either party or mutual agreement of the PARTIES**. Upon termination, alterations, additions, or improvements made by **County** shall become the property of **City**, unless **City** requests removal of the same. **County** shall repair any damage to **City** Premises caused by such removal.

III. COMPENSATION

County will receive no reimbursement from **City** for any services provided under the agreement. Requests for financial assistance presented by **City** will be considered, reviewed and subsequently approved to the extent they meet the requirements of the CARES Act Guidance in that they are directly related to the **County's** efforts to mitigate the spread of COVID-19.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by mail to the following address:

TO CITY OF _____:

Attn: ***
Coordinator

TO COUNTY:
County of Hidalgo
Attn: Richard Cortez, County Judge
100 E. Cano
Edinburg, TX 78539

With CC to:
Daniel Salinas
Hidalgo County Director of
Information Technology
daniel.salinas@co.hidalgo.tx.us

VI. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the **PARTIES**. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VII. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the **PARTIES** to this Agreement shall be performable in Hidalgo County, Texas.

VIII. LIABILITIES

This Agreement is not intended to extend the liability of the **PARTIES** beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

IX. ADDITIONAL DOCUMENTS

The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

X. GOVERNMENTAL PURPOSE

Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

XI. APPENDIX II TO CFR 200-CONTRACT PROVISIONS

Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

XII. NON-DISCRIMINATION

The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

WITNESS THE HANDS OF THE PARTIES effective as of August 18, 2020

CITY

HIDALGO COUNTY, TEXAS

Richard Cortez, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM ON BEHALF OF THE COUNTY:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Victor M. Garza
Assistant District Attorney



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3568	
From: Rebekah De La Fuente			
Subject: Discussion and consideration to authorize staff to mail out certificated notices to private subdivisions within Weslaco City Limits regarding the maintenance of the drainage system within the development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement.)			
Background: The City has received requests from private/gated subdivision regarding the maintenance of their drainage systems. Since, the drainage system is within private dedicated streets City staff is unable to provide maintenance in these areas. It is only under a disaster declaration or emergency situation that the City can provided assistance with drainage in these area. Staff is seeking authorization to send out notices to the HOA presidents for private subdivision. Which will allow them to submit documentation that would authorize the City to provide maintenance of drainage in these areas.			
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): Staff is send out notice to the HOA Presidents.			
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: List of Private Subdivisions			
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

Private Subdivisions with Weslaco City Limits

- **Mira Vista Phase I**- located on the Southwest Corner of Camino Real Viejo and FM 1015
- **Rock Springs Ridge**- located at the intersection of S. Texas Blvd. and Stone Ridge Rd.
- **Paseo del Angel**- located at the intersection of S. Texas Blvd. and Tierra Santa
- **Tierra Santa Golf Course & Community**- located on S. Westgate Dr. approximately 1300 ft south of W Mile 5 North Rd
- **Lionsgate**- located at the intersection of S. Westgate Dr. and Kilimanjaro Heights
- **The Keys on Westgate**- located at the intersection of S. Westgate Dr. and The Keys
- **Braeside Terrace**- located at the intersection of S. Border Avenue and Braeside Drive.
- **South Gate Woods Phase 1**- located at the intersection of S. Misty Lane and W. 18th Street
- **Mid Point Manor**- located at the intersection of S. Westgate Dr. and Bald Cypress Dr.
- **Cornerstone Meadows Estates**- located at the intersection of S. Westgate Dr. and Chrysolite Dr.
- **Cotton Estates Central**- located at the intersection of N. Westgate Dr. and Lobelia St.
- **Villages at Westgate**- located at the intersection of N. Westgate Dr. and Canyon Rd.
- **Dreamland Estates**- located at the intersection of N. Texas Blvd. and Austin St.
- **King Estates**- located at the intersection of N. Pleasantview Dr. and King Dr.
- **Shawnee Village**- located at the intersection of Midway Rd. and Wild Turkey.



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3571	
From:			
Subject: Discussion and consideration on the purchase of twenty-two network switches to replace end-of-life network equipment for an amount of \$119,839.18 approved for FY 2019-2020 Capital Outlay expenditures through IK Network Solutions with TEXAS DIR contract # DIR-TSO-2668 and authorize the Mayor to execute any related documents. Possible action. (Staffed by I.T. Department.)			
Background: City's network switches are on end-of-life and need to be replaced.			
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):			
J. Martin Vela		Created/Initiated	
J. Martin Vela		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: MEMO-network switches proposals and list of switches by building, network switches proposals and list of switches by building, Network Switches Quote, IT Proposed Budget Summary FY2020-24 (1)			
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

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Team; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager

From: J. Martin Vela, Information Technology Director

Re: Discussion and consideration of purchase approval of twenty-two network switches

Date: August 28th, 2020

We are requesting that you consider approval for the upgrade of twenty-two network switches that are located at different city buildings. These network appliances have reached end-of-life/end-of-support and are critical devices to keep the city's network infrastructure stable and functional.

This project is funded through the capital outlay line item for FY 2019-2020.

Attached you can find the list of vendors and total expenses for this project. These proposals include switches equipment and accessories, which come with three years of maintenance/support, configuration and installation, and software to manage these devices.

Information Technology staff recommends to consider the vendor with lowest proposal - IK Network Technologies for this project.

Please contact me with questions or concerns.

Thank you,

J. Martin Vela
Information Technology Director, City of Weslaco
Phone: 956.968-6253
Email: jvela@weslacotx.gov

VENDOR	STATE CONTRACT	TOTAL PROPOSAL
SOLID IT NETWORKS	DIR-TSO-4339	\$ 135,341.84
EXCYTE SOLUTIONS	TIPS #200105	\$ 130,623.59
IK NETWORK SOLUTIONS	DIR-TSO-2668	\$ 119,839.18
CAROUSEL INDUSTRIES		\$ 125,120.93

LIST OF NETWORK SWITCHES BY BUILDING

Location	Asset Name	EOL/EOS
CITY HALL MDF CORE SWITCH/STACK	Summit X670-48 - 17310-1647N-42225	10/30/2019
City Hall MDF Stack	Summit X460-48p-1341N-42741	2/21/2017
	Summit X460-48p-1341N-40371	2/21/2017
	Summit X460-48p-1341N-43062	2/21/2017
City Hall IDF Stack	Summit X460-48p-1341N-43049	3/31/2017
	Summit X460-48p-1341N-43061	3/31/2017
	Summit X460-48p-1341N-42748	3/31/2017
Public Works IDF	Summit X440-24p-1349N-42845	3/31/2017
Public Works MDF	Summit X440-24p-1349N-42873	3/31/2017
Public Works 911	Summit X440-24p-1524N-46634	3/31/2017
North Water Plant	Summit X440-48p-1411N-40901	3/31/2017
Police Dept MDF	Summit X440-48p-1341N-42744	3/31/2017
	Summit X440-48p-1052G-04507	3/31/2017
	Summit X440-48p-1414N-42139	3/31/2017
Police Dept IDF	Summit X440-48p-1414N-42137	3/31/2017
North Waste Water Plant	Summit X440-24p-1349N-42843	3/31/2017
Fire Station 3	Summit X440-24p-1349N-42872	3/31/2017
South Waste Water Plant	Summit X440-24p-1349N-42846	3/31/2017
Fire Admin	Summit X440-48p-1411N-40903	3/31/2017
Fire Prevention	Summit X440-24p-1349N-42874	3/31/2017

PD Sub Station 2

Cisco C3560 24PS

11/1/2017

Fire Station 2

Cisco C3560 24PS

11/1/2017

VENDOR	STATE CONTRACT	TOTAL PROPOSAL
SOLID IT NETWORKS	DIR-TSO-4339	\$ 135,341.84
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	Summit X460-48p-1341N-43061	3/31/2017
	Summit X460-48p-1341N-42748	3/31/2017
Public Works IDF	Summit X440-24p-1349N-42845	3/31/2017
Public Works MDF	Summit X440-24p-1349N-42873	3/31/2017
Public Works 911	Summit X440-24p-1524N-46634	3/31/2017
North Water Plant	Summit X440-48p-1411N-40901	3/31/2017
Police Dept MDF	Summit X440-48p-1341N-42744	3/31/2017
	Summit X440-48p-1052G-04507	3/31/2017
	Summit X440-48p-1414N-42139	3/31/2017
Police Dept IDF	Summit X440-48p-1414N-42137	3/31/2017
North Waste Water Plant	Summit X440-24p-1349N-42843	3/31/2017
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Fire Admin	Summit X440-48p-1411N-40903	3/31/2017
Fire Prevention	Summit X440-24p-1349N-42874	3/31/2017

PD Sub Station 2

Cisco C3560 24PS

11/1/2017

Fire Station 2

Cisco C3560 24PS

11/1/2017





800.404.3423
ik-ns.com

TO: City of Weslaco
Martin Vela

DIR 2668

Quote: Switch upgradeV3
Date: 7/22/2020
Terms: NET 30
Price Firm For: 60 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

QTY	PART#	DESCRIPTION	PRICE	EXTENDED
		CITY HALL		
		MDF		
1	17310	X670-G2-48X-4Q 48 10GBASE-X SFP+ and 4 40GBASE-X QSFP+, ExtremeXOS Advanced Edge License, unpopulated dual PSU power slot , and 3 unpopulated fan airflow slots	\$11,556.00	\$11,556.00
1	97004-17310	EW NBD AHR 17310 3 year	\$4,268.88	\$4,268.88
3	17111	Fan module for Summit X670 series switches, Front-to-Back airflow, spare	\$296.00	\$888.00
2	10925	550W AC Power Supply module for Summit switches, Front-to-Back airflow	\$356.00	\$712.00
2	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$9.00	\$18.00
2	10312	40 Gigabit Ethernet QSFP+ passive copper cable assembly, 1m length.	\$195.00	\$390.00
3	10305	10 Gigabit Ethernet SFP+ passive cable assembly, 3m length.	\$100.00	\$300.00
3	16535	X440-G2 48 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 non-combo), 2 1GbE copper combo upgradable to 10GbE, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$2,928.00	\$8,784.00
3	99304-16535	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$540.00
3	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$45.00
3	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$1,143.00
1	10305	10 Gigabit Ethernet SFP+ passive cable assembly, 3m length.	\$100.00	\$100.00
2	10304	10 Gigabit Ethernet SFP+ passive cable assembly, 1m length.	\$73.00	\$146.00
		IDF		
3	16535	X440-G2 48 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 non-combo), 2 1GbE copper combo upgradable to 10GbE, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$2,928.00	\$8,784.00
3	99304-16535	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$540.00
3	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$45.00
3	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$1,143.00
1	10305	10 Gigabit Ethernet SFP+ passive cable assembly, 3m length.	\$100.00	\$100.00
2	10304	10 Gigabit Ethernet SFP+ passive cable assembly, 1m length.	\$73.00	\$146.00
		POLICE DEPARTMENT		
		MDF		
3	16535	X440-G2 48 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 non-combo), 2 1GbE copper combo upgradable to 10GbE, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$2,928.00	\$8,784.00
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QTY	PART#	DESCRIPTION	PRICE	EXTENDED
		IDF		
1	16535	X440-G2 48 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 non-combo), 2 1GbE copper combo upgradable to 10GbE, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$2,928.00	\$2,928.00
1	99304-16535	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		PUBLIC WORKS		
		MDF		
1	16533	X440-G2 24 10/100/1000BASE-T POE+, 4 SFP combo, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$1,852.00	\$1,852.00
1	99304-16533	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		IDF		
1	16533	X440-G2 24 10/100/1000BASE-T POE+, 4 SFP combo, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$1,852.00	\$1,852.00
1	99304-16533	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		911 IDF		
1	16533	X440-G2 24 10/100/1000BASE-T POE+, 4 SFP combo, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$1,852.00	\$1,852.00
1	99304-16533	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		NORTH WASTE WATER PLANT		
1	16533	X440-G2 24 10/100/1000BASE-T POE+, 4 SFP combo, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$1,852.00	\$1,852.00
1	99304-16533	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		NORTH WATER PLANT		
1	16535	X440-G2 48 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 non-combo), 2 1GbE copper combo upgradable to 10GbE, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$2,928.00	\$2,928.00
1	99304-16535	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		FIRE STATION 3		
1	16533	X440-G2 24 10/100/1000BASE-T POE+, 4 SFP combo, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$1,852.00	\$1,852.00
1	99304-16533	ExtremeWorks valupac 3 year NBD maintenance	\$180.00	\$180.00
1	5601313-U1	USA,CORD,NEMA 5-15,C13	\$15.00	\$15.00
1	16542	License that converts the two non-stack 1GbE SFP ports to be 10GbE SFP+	\$381.00	\$381.00
		SOUTH WASTE WATER PLANT		

QTY	PART#	DESCRIPTION	PRICE	EXTENDED
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FY 2020

GENERAL FUND	DEPT#	DESCRIPTION	TOTAL
CSO	5103	PUBLIC INFO REQUEST SOFTWARE	6,000
			6,000
BUILDING MAINT	5110	COMPACT VAN, TOOL BOX, RAC, SAFETY LIGHTS	30,000
			30,000
IT	5111	UPGRADE OUTDATED CITY NETWORK SWITCH HARDWARE	90,000
		FOUNDATIONAL SECURITY FOR PROTECTING CITY DATA & DEVICES	80,000
		CITY HALL SERVERS & STORAGE APPLIANCES-TRUE DISASTER RECOVERY	50,000
		COMPUTER REPLACEMENTS	35,000
			255,000
POLICE	5202	EVIDENCE DRYING CHAMBER	8,000
		FARO LASER SCANNER	70,000
		TOUGHBOOK/MDTS (7)	31,150
			109,150
FIRE	5206	FURNITURE FOR NEW STATION	37,000
		BUNKER GEAR FOR NEW STATION	9,000
		IT UPGRADES FOR ADMIN/ALL STATIONS/MARSHALS	35,929
			81,929
EMS	5208	EKG DEFIBRILLATOR	45,000
			45,000
PW ADMIN	5300	NETWORK SWITCHES UPGRADES	15,136
			15,136
STREETS	5304	TRAFFIC CABINETS	5,000
		16 FT TRAILER FOR BARRICADES & TRAFFIC SIGNS	1,500
		CHEVY TRUCK 2500 TO REPLACE UNIT #362	45,000
		TWO WAY RADIO	4,200
			55,700
DRAIN DITCH	5307	Z-TRACK ZERO TURN MOWER	14,000
		TWO WAY RADIO	4,200
			18,200
FLEET MAINT	5340	FUEL SYSTEM UPGRADE	35,000
		EXTENDED ROOF- EAST SIDE OF SHOP	10,000
		CANOPY	8,000
		TWO WAY RADIOS	4,200
		TRUCK HOIST FOR UNIT #305	8,000
			65,200
PARKS & REC	5404	65HP TRACTOR - FOR LARGER AREAS TO MOW	60,000
		ZTURN 360 MOWER 60"	17,800
		12'-15'FLAIL/ROTARY BATWING- FOR LARGER AREAS TO MOW	30,000
		LIGHTED HOLIDAY STREET DÉCOR	10,000
		F250 CREW 4X4	43,000
			160,800
LIBRARY	5410	SERVER UPGRADE FOR VM	5,500
		HARD DRIVES FOR VM STORAGE	3,000
			8,500
PCE	5404	F-150 TRUCK (BUILDING/HEALTH)	25,000
		VECTOR CONTROL ULV MACHINE	9,000
		CONSTRUCTION FOR EXTERIOR ADOPTION KENNELS	20,000
			54,000



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3563	
From:			
Subject: Discussion and consideration to approve Interlocal Agreement with City of Edinburg for disposal of brush and bulky items at the City of Edinburg Landfill and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo Interlocal Agreement City of Edinburg, City of Edinburg Interlocal 2020 Landfill			
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: August 25, 2020

To: Mike Perez, City Manager

From: Olga Garza, Assistant Public Works Director

Subject: Interlocal Agreement with City of Edinburg
For Acceptance and Disposal of Brush and Bulky Items

Cc: Vidal Roman, Finance Director

The City of Weslaco will be taking over brush services in September 2020. This item is to enter into an Interlocal Agreement with City of Edinburg for the acceptance and disposal of brush and bulky items at their landfill located at 8601 N. Jasman Road, Edinburg, TX. The proposed cost to the city is \$15.50 per ton.

STATE OF TEXAS § WASTE DISPOSAL AGREEMENT BETWEEN

COUNTY OF HIDALGO § THE CITY OF EDINBURG AND

CITY OF EDINBURG § CITY OF WESLACO

This Agreement is made _____, 2020 by and between **CITY OF WESLACO**, a municipal Texas corporation with offices situated at 255 South Kansas Ave., Weslaco, Hidalgo County, Texas (“**CITY OF WESLACO**”), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas (“**COE**”), owner and operator of the Department of Solid Waste Management - Waste Collection and Disposal Services, situated at 8601 North Jasman Road in Edinburg, Texas (“**SWM**”), pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, CITY OF WESLACO desires to contract with the **COE** for the handling, processing and/or disposal of non-hazardous solid waste material(s), subject to the terms and conditions of this Agreement; and

WHEREAS, the accumulation of garbage, litter, rubbish, junk and other deleterious substances constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases; and

WHEREAS, CITY OF WESLACO collects and/or arranges for disposal of non-hazardous solid wastes from within **CITY OF WESLACO**; and

WHEREAS, CITY OF WESLACO requires the handling, processing or disposal of such garbage, litter, rubbish, junk and other deleterious substances; and

WHEREAS, COE owns and operates a landfill, more specifically a Regional Type I and Type IV Sanitary Landfill(s) (the “Landfill”), pursuant to Permit No. 956C and/or Permit No. 2302, issued by the Texas Commission on Environmental Quality (“TCEQ”); and

WHEREAS, COE has the capability and capacity, for the collection and disposal of such garbage, litter, rubbish, junk and other deleterious substances.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the **COE** and **CITY OF WESLACO** agree as follows:

I. OBLIGATIONS OF COE OF EDINBURG

A. Type of Waste: During the term of this Agreement, **COE** shall accept for disposal at the Landfill non-hazardous solid waste delivered to the Landfill from **CITY OF WESLACO**, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the “Waste Material”), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, the **COE** will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term “hazardous waste” as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency (“EPA”) or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with **COE** at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities associated with the Waste Material shall be borne by **CITY OF WESLACO** until the time the Waste Material is unloaded at the working face. If unacceptable material is delivered to the Landfill, it shall be the sole responsibility of **CITY OF WESLACO**, under the **COE**’s or its representative’s direction, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of **CITY OF WESLACO**. If fines, penalties, or other similar assessments (“Fines”) are levied against the **COE** by any governmental, regulatory, or other similar entity due to **CITY OF WESLACO**’s noncompliance, **CITY OF WESLACO** shall pay such Fines.

B. Compliance: Edinburg agrees to accept from **CITY OF WESLACO** for disposal at the Landfill all Waste Material delivered from **CITY OF WESLACO**. **COE** agrees to operate in compliance with all applicable laws and regulations.

C. Hours of Operation: The minimum hours of operation of the Landfill shall extend from **7:00 a.m.** to **6:00 p.m.**, **Monday** through **Friday**, and **7:00 a.m.** to **1:00 p.m.** on **Saturdays**. Edinburg agrees to accept Waste Material transported from **CITY OF WESLACO** to the Landfill at all other times, at **CITY OF WESLACO**’s request, subject to payment by **CITY OF WESLACO** of an additional sum per ton for such “off-hour” operations as provided in **Paragraph II-E**. **CITY**

OF WESLACO shall notify **COE** at least 24 hours in advance of such a request.

II. OBLIGATIONS OF CITY OF WESLACO

- A. Rates for Disposal:** **CITY OF WESLACO** agrees to deliver to the Landfill for disposal non-hazardous solid waste which is collected, processed or produced by **CITY OF WESLACO**. Individual vehicle billing shall be based on tare weight.

CITY OF WESLACO agrees to pay Edinburg the following all-inclusive sums for such disposal:

- 1. Municipal Solid Waste----- N/A (including all state fees and taxes)**
- 2. Construction/demolition/brush--\$15.50 per ton (including all state fees and taxes)**
- 3. Tires in CITY OF WESLACO's waste stream-----\$ 5.00 each**
- 1. Street Sweepings ----- N/A yd price contingent upon meeting 2020 Analytical Submittals; submittals exceeding the 2020 Analytical will incur different pricing which will be set by the Analytical Results.**

- B.** Class II, RACM, dry sludge's, or other regulated wastes for which **COE** possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

- C.** Prior to initial acceptance and re-evaluation, all Class II Waste or other regulated wastes shall be tested and the resulting analytical constituent data re-evaluated once a year, or as requested by the COE, for compliance with the COE of Edinburg Landfill's Special Waste Acceptance Plan, prior to its acceptance or continued acceptance, every December 1.

- D. Adjustments to Rates:** Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every **twelve (12) months**, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. COE Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) ("**CPI-**

U”). Beginning with year one (1) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates identified in Paragraph II.A, may be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted; however, in no event shall the Rates fall below the initial Rates specified in **Paragraph II; Sections A&B**. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to **CITY OF WESLACO** so that **CITY OF WESLACO** may adjust their budget accordingly. Additionally, such rates may be adjusted to reflect any changes in local, state, or federal regulations governing the operation of the Landfill that become effective or are implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.

- E. **Transportation Costs:** **CITY OF WESLACO** shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.
- F. **Off-Hours Disposal:** **CITY OF WESLACO** shall pay **COE** an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to **120 percent** of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided **COE** has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

COE shall bill **CITY OF WESLACO** for all amounts due for disposal at the Landfill at the end of the month in which services are performed. **CITY OF WESLACO** shall pay all invoices received no later than **thirty (30) days** following receipt.

IV. TERM OF AGREEMENT AND TERMINATION

A. **Term.** This Agreement shall be for an initial term, effective on 2020, and shall continue in full-force and effect through , 2027. This Agreement shall automatically be extended for an additional **five-year term** at the then current rates pursuant to the terms of this Agreement or at mutually agreed upon rates, unless either party notifies the other party in writing,

not less than **sixty (60) days** prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon sixty (60) days written notice prior to the end of the original or any renewal term, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste. This Agreement shall terminate automatically if: **(1)** the Landfill is filled to capacity; **(2)** if for any reason whatsoever, **COE** is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or **(3) CITY OF WESLACO** is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if **CITY OF WESLACO** fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party and if the defaulting party fails to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such 30 day period). The non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

C. Appropriations. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees; however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't. Code. Ann. 271.903.

V. INSURANCE

A. COE's Obligations: **COE** shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of

\$500,000 (with a deductible there under of not more than **\$250,000**), covering the operation and maintenance of the Landfill. If requested, **COE** shall furnish **CITY OF WESLACO** with a certificate evidencing such insurance coverage. **COE** shall notify **CITY OF WESLACO** of the cancellation of or any material change in such insurance coverage.

B. CITY OF WESLACO's Obligations: **CITY OF WESLACO** shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of **\$500,000** (with a deductible there under of not more than **\$250,000**), covering **CITY OF WESLACO's** transportation of the Waste Material. If requested, **CITY OF WESLACO** shall furnish **COE** with a certificate evidencing such insurance coverage. **CITY OF WESLACO** shall notify **COE** of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification: To the extent permitted by law, **COE** and **CITY OF WESLACO** agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party from any and all losses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. Limitation of Liability: **COE** and **CITY OF WESLACO** agree to limit liability arising from either party's acts, errors, or omissions such that the total liability of either party shall not exceed the total annual fees paid by **CITY OF WESLACO** to **COE** pursuant to the terms of this Agreement during the earliest year in which the act(s), error(s), or omission(s) occurred giving rise to liability. Neither **COE** nor **CITY OF WESLACO** will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, even if **COE** or **CITY OF WESLACO** has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of **COE** or **CITY OF WESLACO**

liability, regardless of the cause of action under which such damages are sought

C. Waste Material Indemnification: Notwithstanding the foregoing, **CITY OF WESLACO** agrees that if it delivers or causes to be delivered to the Landfill any waste material or product excluded from the definition of Waste Material in **Paragraph I-A**, **CITY OF WESLACO** shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, **CITY OF WESLACO** shall defend, indemnify, and hold harmless **COE** from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. SUCCESSORS AND ASSIGNS

COE and **CITY OF WESLACO** each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither the **COE** nor **CITY OF WESLACO** shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

X. GENERAL AND ADMINISTRATIVE PROVISIONS

A. Authority: Each party represents to the other that this Agreement, the transaction contemplated

herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

- B. **Time Limit:** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.
- C. **No Waiver:** The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for estoppel. The parties may exercise their rights herein despite said delay or failure to enforce said rights.
- D. **Dispute or Contest:** In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.
- E. **Paragraph Headings:** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.
- F. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.
- G. **Severability and Survival:** If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of paragraphs **I-A, IV-B, V-A, V-B, VI-A, VI-B, and VI-C** shall specifically survive the expiration or termination of this Agreement and any renewal thereof.
- H. **Notices:** All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

XI. MISCELLANEOUS

- A. Disposal:** Residential and Commercial Refuse will be collected, transported, and deposited at THE CITY OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.
- B. Emergencies:** COE agrees to use commercially reasonable efforts to assist **CITY OF WESLACO** in the event of an emergency situation on such terms and conditions as may be mutually agreed between **COE** and the **CITY OF WESLACO**.
- C. Hauling:** All Residential, Commercial and Brush Refuse hauled by **CITY OF WESLACO** shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.
- D. Notification:** COE shall notify the **CITY OF WESLACO** and all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.
- E. Licenses:** COE shall, at COE's expense, obtain all licenses and permits necessary for the performance of COE's services.

XII. ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A.** If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.
- B.** If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of the Parties. Unless the Parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the

parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas

IN WITNESS WHEREOF, EXECUTED by **Edinburg** and **CITY OF WESLACO** acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF WESLACO
255 S KANSAS AVE.
WESLACO, TEXAS 78596
PHONE: (956) 968-3181

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE:(956) 383-5661; FAX (956) 383-7111

BY: _____
David Suarez, Mayor
City of Weslaco

BY: _____
Richard Molina, Mayor
City of Edinburg

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Norma Cantu, City Secretary

By: _____
Myra Ayala, City Secretary

APPROVED AS TO FORM:

By: _____
Juan Gonzalez
City Attorney

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By: _____
Omar Ochoa
City Attorney



Standardized Agenda Request Form

Date of Meeting: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3573
From:		
Subject: Discussion and consideration to approve Ordinance 2020-29 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective November 1, 2020 and authorize Mayor to execute any related documents. First reading on Ordinance 2020-29. Possible action. (Staffed by Public Works.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Ordinance Brush Rates, O2020-29 Brush Rates Ordinance - as of 09-01-20 (1)		
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: August 25, 2020

To: Mike Perez, City Manager

From: Olga Garza, Assistant Public Works Director

Subject: Amendment to Ordinance for Apartment Brush Rates

Cc: Vidal Roman, Finance Director

The City of Weslaco will be taking over brush services in September 2020 and is requesting Ordinance 2020-29 amending Ordinance 2011-28 to include apartment structures as part of the brush and bulky item pickup services, effective November 1, 2020. The recommended fee is \$5.25 per month per unit which is half of the cost for residential brush services with a lot frontage ranging from 0 to 30 ft at \$10.51 per month.

ORDINANCE 2020-29

AN ORDINANCE AMENDING ORDINANCE NUMBER 2011-28 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH AND RUBBISH BY AMENDING ARTICLE II, CHARGES FOR COLLECTION SECTION 62-54 “BRUSH RATES”; ADOPTING NEW BRUSH RATES FOR MULTIFAMILY STRUCTURES; PROVIDING AN EFFECTIVE DATE 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: to amend Chapter 62 Article II Sec. 62-54 – Brush Rates of the Weslaco Code of Ordinances to include subsection (c) as follows below:

Sec. 62-54. Brush Rates.

- (a) The brush rates hereby established for funding the brush pick-up services shall be applicable for all customers within the city limits, except for those customers included in subsection (b) of this section, shall be based on the lot frontage of the property served by the customer's water meter, payable monthly and included in the customer's city utility bill. Such monthly rates shall be set as follows:

Lot Frontage (in feet)	Charge
0 to 30	\$10.51
30 to 60	10.51
60 to 90	13.50
90 and above	15.95

- (b) Business, commercial, industrial and mobile home/recreational vehicle park customers, serviced by a master water meter, shall haul and dump their brush at an appropriate dump site. If they do not have the equipment to haul their brush, they should contract with a responsible third party for these services.
- (c) The monthly rate for the collection and removal of brush and bulky items by the city from multifamily (apartments, duplexes, fourplexes, condominiums, and townhouses) shall be \$5.25 per month per unit.

SECTION II: In the event any part of this ordinance is declared invalid, such invalidity shall not apply to the other parts as they are hereby severally established.

SECTION III: This ordinance shall be in full force after the second and final reading of this ordinance and publication.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of September 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: September 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3580
From:		
Subject: Discussion and consideration to increase purchase order #20-0829 for Resident Project Representative Services for SWG on the Pleasantview & 11th St Drainage Improvements from \$392,500.00 to \$434,500.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: The City of Weslaco and SWG Engineering have an existing contract for engineering services for the proposed Pleasantview & 11th St Drainage Improvements. The contract includes proposed fees for Resident Project Representative Services totaling \$42,000.00 but were not included in the original purchase order. This request is to increase the purchase order by this amount in accordance with the agreement.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu Alberto Aldana Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo_08-26-2020CC_PO 20-0829		
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

Date: August 26, 2020

To: City Commission
Mike R. Perez, City Manager

From: Albert J. Aldana, P.E., City Engineer

Subject: Pleasantview Drainage Project #6
Engineering Services by SWG

Open Purchase Order No.:	20-0829
Account:	417-5307-550100
Project ID:	5307190

.....

This is in reference to the existing purchase order for engineering services by SWG Engineering for the subject project. According to the contract agreement signed between the City of Weslaco and SWG Engineering on October 15, 2019, compensation for basic services totaled \$392,500.00 and \$42,000.00 for resident project representative services. A purchase order was issued for engineering services only or basic services; however, it did not include resident project representative services as indicated in the contract. As a result, I would like to request that purchase order no. 20-0829 be increased from \$392,500 to \$434,500 to include the resident project representative services for \$42,000.00 as indicated in the agreement.

Let me know if you have any questions or require additional information.

Sincerely,

Albert J. Aldana, P.E.

Albert J. Aldana, P.E.
City Engineer

Attachments:

Copy of P.O. No. 20-0829
Copy of Contract Agreement w/ SWG Engineering

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date

11/18/2019

Delivery Date

Terms

NET 30 DAYS

Requisition Number

20-0829

V E N D O R	SWG ENGINEERING, LLC	S H I P T O	CITY OF WESLACO - PLANNING
	611 S. INTERNATIONAL BLVD.		255 S KANSAS AVENUE
	WESLACO, TX 78596-9110		WESLACO, TX 78596
			JOE PEDRAZA

Account	Quantity	Description of Articles or Service	Unit Price	Amount
117-5307-550100	0	ENGINEERING SERVICES FOR PROJECT: PLEASANTVIEW DRIVE & 11TH STREET DRAINAGE DRAINAGE PROJECT 5307190 CONTRACT TOOTAL \$392,500.00 (PAGE 42) WCC: 10/15/2019 ADD \$42,000.00 TO THIS P.O. FOR RESIDENT PROJECT REPRESENTATIVE SERVICES AS INDICATED ON PAGE 44 OF THE CONTRACT	0.00	392,500.00
TOTAL				392,500.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts. If these conditions are not acceptable please advise us
3. on receipt of the order and before you make any delivery.

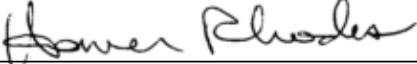
Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State tax.

Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

CITY OF WESLACO

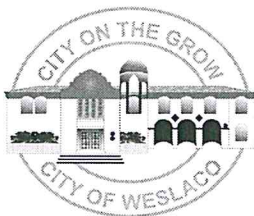
BY 
FINANCE DEPARTMENT

Tax Exempt Number: 17460025442

Purchase Order No.: 20-0829

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

October 17, 2019

Mr. Randy Winston, P.E.
SIGLER, WINSTON AND GREENWOOD & ASSOCIATES
611 Bill Summers International Blvd.
Weslaco, Texas 78596

Dear Mr. Winston:

At their regular meeting of **October 15, 2019**, the Weslaco City Commission approved a Professional Services Agreement with Sigler, Winston and Greenwood & Associates (SWG) for Engineering Services for the Pleasantview and 11th Street Drainage Project as negotiated and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as executed by Mayor David Suarez. The City has retained the original agreement for the its records.

Should you have any questions, please do not hesitate to call Mike R. Perez, City Manager at (956) 968-3181, Ext. 1001.

Sincerely,

Aida Vega
Deputy City Secretary

AV/mv

C: Mike Perez, City Manager
Vidal Roman, Finance Director

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of

October 15, 2019

("Effective Date") between

CITY OF WESLACO

("Owner") and

SWG ENGINEERING, LLC

("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
PROPOSED PLEASANTVIEW AND 11TH STREET DRAINAGE PROJECT as per Attachment No. 1 – Scope of Services.

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

PROPOSED PLEASANTVIEW AND 11TH STREET DRAINAGE PROJECT # 2018-19-16 as per Attachment No. 1 – Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of

conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other

obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary

insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. **INDEMNIFICATION BY ENGINEER: INDEMNIFICATION BY ENGINEER: TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER, AND OWNER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM REASONABLE CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS.**
- 1. **ENGINEER'S LIABILITY LIMITED TO AMOUNT OF ENGINEER'S COMPENSATION: TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS, TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OBLIGATIONS, OR WARRANTY (EXPRESS OR IMPLIED) OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY ENGINEER UNDER THIS AGREEMENT.**
- 2. **EXCLUSION OF SPECIAL, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES: TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, CONSISTENT WITH THE TERMS OF THIS PARAGRAPH 6.10, ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES SHALL NOT BE LIABLE TO OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES CAUSED BY THE NEGLIGENCE, PROFESSIONAL**

ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OBLIGATIONS, OR WARRANTY (EXPRESS OR IMPLIED) OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS.

3. **AGREEMENT NOT TO CLAIM FOR COST OF CERTAIN CHANGE ORDERS:** OWNER RECOGNIZES AND EXPECTS THAT CERTAIN CHANGE ORDERS MAY BE REQUIRED TO BE ISSUED AS THE RESULT IN WHOLE OR PART OF IMPRECISION, INCOMPLETENESS, ERRORS, OMISSIONS, AMBIGUITIES, OR INCONSISTENCIES IN THE DRAWINGS, SPECIFICATIONS, AND OTHER DESIGN DOCUMENTATION FURNISHED BY ENGINEER OR IN THE PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY ENGINEER UNDER THIS AGREEMENT (THE "COVERED CHANGE ORDERS"). ACCORDINGLY, OWNER AGREES NOT TO SUE OR TO MAKE ANY CLAIM DIRECTLY OR INDIRECTLY AGAINST ENGINEER ON THE BASIS OF PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE WITH RESPECT TO THE COSTS OF APPROVED COVERED CHANGE ORDERS UNLESS THE COSTS OF SUCH APPROVED COVERED CHANGE ORDERS EXCEED 25% OF CONSTRUCTION COST, AND THEN ONLY FOR AN AMOUNT IN EXCESS OF SUCH PERCENTAGE. ANY RESPONSIBILITY OF ENGINEER FOR THE COSTS OF COVERED CHANGE ORDERS IN EXCESS OF SUCH PERCENTAGE WILL BE DETERMINED ON THE BASIS OF APPLICABLE CONTRACTUAL OBLIGATIONS AND PROFESSIONAL LIABILITY STANDARDS. FOR PURPOSES OF THIS PARAGRAPH, THE COST OF COVERED CHANGE ORDERS WILL NOT INCLUDE ANY COSTS THAT OWNER WOULD HAVE INCURRED IF THE COVERED CHANGE ORDER WORK HAD BEEN INCLUDED ORIGINALLY WITHOUT ANY IMPRECISION, INCOMPLETENESS, ERROR, OMISSION, AMBIGUITY, OR INCONSISTENCY IN THE CONTRACT DOCUMENTS AND WITHOUT ANY OTHER ERROR OR OMISSION OF ENGINEER RELATED THERETO. NOTHING IN THIS PROVISION CREATES A PRESUMPTION THAT, OR CHANGES THE PROFESSIONAL LIABILITY STANDARD FOR DETERMINING IF, ENGINEER IS LIABLE FOR THE COST OF COVERED CHANGE ORDERS IN EXCESS OF THE PERCENTAGE OF CONSTRUCTION COST STATED ABOVE OR FOR ANY OTHER CHANGE ORDER. WHEREVER USED IN THIS PARAGRAPH, THE TERM ENGINEER INCLUDES ENGINEER'S OFFICER'S, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
 31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. NA
- F. Exhibit F, Construction Cost Limit. NA
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. NA
- J. Exhibit J, Special Provisions. NA
- K. Exhibit K, Amendment to Owner-Engineer Agreement. NA

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

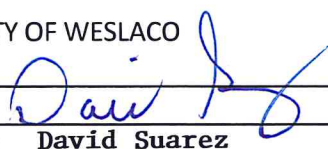
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF WESLACO

By: 

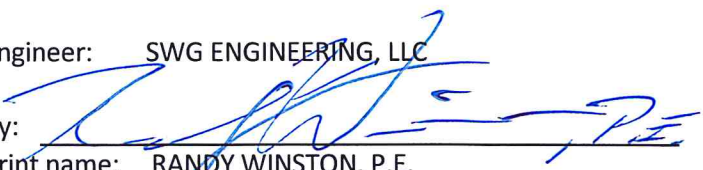
Print name: **David Suarez**

Title: **MAYOR**

Date Signed: **10-15-19**

wcc

Engineer: SWG ENGINEERING, LLC

By: 

Print name: **RANDY WINSTON, P.E.**

Title: **PRESIDENT**

Date Signed: 10/3/2019

Engineer License or Firm's Certificate No. (if required):

70417

State of: **TEXAS**

Address for Owner's receipt of notices:

255 S. Kansas Ave.

Weslaco, Texas 78596

Designated Representative (Paragraph 8.03.A):

Title: **MAYOR**

Phone Number: **956-968-3181, Ext. 1100**

E-Mail Address: **david.suarez@weslacotx.gov**

Address for Engineer's receipt of notices:

SWG ENGINEERING, LLC

611 BILL SUMMERS INTL BLVD

WESLACO, TX 78596

Designated Representative (Paragraph 8.03.A):

Title: **Randy Winston, P.E., President**

Phone Number: **(956) 968-2194**

E-Mail Address: **randy@siglerwinstongreenwood.com**

This is **EXHIBIT A**, consisting of 16 pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify two alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

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10/2/19

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
None included
15. Furnish 5 review copies of the Report and any other Study and Report Phase deliverables to Owner within 60 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

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10/2/19

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 21 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None
 10. Furnish 5 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 21 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Exhibit A – Engineer's Services

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables: Record Drawings
10. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 21 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 14 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

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10/2/19

4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Exhibit A – Engineer's Services

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional

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10/2/19

judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that

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title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves

more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None included
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

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- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

Exhibit A – Engineer's Services

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23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or

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acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of _____ pages,
referred to in and part of the Agreement between
Owner and Engineer for Professional Services dated
_____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 **Compensation for Basic Services** (other than Resident Project Representative) – Lump Sum
Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, (fee also includes PS&E, survey/topo, and survey metes and bounds of five (5) anticipated parcels for right-of-way) except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$392,500.00** based on the attached Engineer’s Opinion of Cost Estimate (Attachment No. 2) and the following estimated distribution of compensation:

a. Study and Report Phase	<u>NA</u>
b. Preliminary Design Phase	<u>\$ 98,125.00</u>
c. Final Design Phase	<u>\$196,250.00</u>
d. Bidding and Negotiating Phase	<u>\$ 58,875.00</u>
e. Construction Phase	<u>\$ 39,250.00</u>
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$42,000.00**. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
2. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on RPR services to be for four (4) months, five (5) days a week, eight (8) hours a day. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Exhibit D - Resident Project Representative.

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3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to

questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ <u>NA</u> |
| 2) Disease, Policy Limit: | \$ <u>NA</u> |
| 3) Disease, Each Employee: | \$ <u>NA</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>2,000,000.00</u> |
| 2) General Aggregate: | \$ <u>2,000,000.00</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>NA</u> |
| 2) General Aggregate: | \$ <u>NA</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ |
| <u>1,000,000.00</u> | |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>1,000,000.00</u> |
| 2) Annual Aggregate | \$ <u>1,000,000.00</u> |

- g. Other (specify): \$ NA
2. By Owner:
- a. Workers' Compensation: Statutory
- b. Employer's Liability --
- 1) Each Accident \$ NA
- 2) Disease, Policy Limit \$ NA
- 3) Disease, Each Employee \$ NA
- c. General Liability --
- 1) General Aggregate: \$2,000,000.00
- 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000.00
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ NA
- 2) General Aggregate: \$ NA
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
- Each Accident: \$ 1,000,000.00
- f. Other (specify): \$ NA

B. Additional Insureds:

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

- a. SWG Engineering, LLC
Engineer
 - b. _____
Engineer's Consultant
 - c. _____
Engineer's Consultant
- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
 - 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually approved mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

ATTACHMENT NO. 1

**Engineering and Surveying Services in connection with Storm Water Improvements for
Pleasantview & 11TH Street Drainage Project No. 6.
Scope of Work**

Scope of services shall consist of the following:

Base Design of the 11th & Pleasantview Outfall as depicted in Exhibit No. 1.

The following Items 1-4 shall be designed as funding allows for them within this Project No. 6.

1. Design of proposed crossing as identified as Item No. 1 in Exhibit No. 1.
2. Design of the proposed improved crossing for 18th St. as identified as Item No. 1 in Exhibit No. 1.
3. Design of proposed improved crossing at Pleasantview and Mile 5-3/4 show in Exhibit No. 1.
4. Design of proposed improved crossing at Mile 5 North and FM 1015 as shown in Exhibit No. 1.

ATTACHMENT NO. 2

PRELIMINARY
ENGINEER'S Opinion of COST ESTIMATE

Project: City of Weslaco - Pleasantview Dr. and 11th St Drainage

Description: Alternative Drainage Route

Date: October 2, 2019

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	MOBILIZATION/SITE PREP	1	L.S.	\$75,000.00	\$75,000.00
2.	UTILITY ADJUSTMENT - ASSUMED AT EVERY STREET CROSSING	1	EA	\$25,000.00	\$25,000.00
3.	CHANNEL WIDENING/EXCAVATION (1,400 LF)	9,815	C.Y.	\$12.00	\$117,780.00
4.	DETENTION POND EXCAVATION (PRELIM: SA=3.5 AC; DEPTH = 10')	56,465	C.Y.	\$12.50	\$705,812.50
5.	8' X 4' RCB STORM DRAIN (500 LF X2)	1,000	L.F.	\$400.00	\$400,000.00
6.	ROADWAY REMOVE AND REPLACE (500 LF x 18' WIDE)	1,000	S.Y.	\$50.00	\$50,000.00
7.	TYPE C-C INLET	10	EA	\$4,500.00	\$45,000.00
8.	TYPE A INLET	2	EA	\$4,500.00	\$9,000.00
9.	24" ADS HP STORM SEWER LINE	3,200	L.F.	\$60.00	\$192,000.00
10.	ROADWAY REMOVE AND REPLACE (3200 LF x 5' WIDE)	1,775	S.Y.	\$50.00	\$88,750.00
11.	RE-ESTABLISH DITCH (1,050 LF x 20' WIDE)	3,900	C.Y.	\$12.00	\$46,800.00
12.	IMPROVE DOWNSTREAM DRAINAGE CROSSINGS	4	EA	\$500,000.00	\$2,000,000.00
SUBTOTAL OF CONSTRUCTION COSTS					\$3,755,142.50
CONTINGENCIES @ 10%					\$375,515.00
ESTIMATED CONSTRUCTION COST					\$4,130,657.50
TOTAL ENGINEERING SERVICES, 9.5%					\$392,500.00
RESIDENT PROJECT REPRESENTATIVE					4 MO \$10,500.00 \$42,000.00
PROPERTY ACQUISITION, RDF					3.5 AC \$25,000.00 \$87,500.00
PROPERTY ACQUISITION, DRAINAGE EASEMENT (1,300 LF x 50' WIDE)					1.5 AC \$25,000.00 \$37,250.00
GEOTECHNICAL ENGINEERING (ESTIMATED)					1 LS \$15,000.00 \$15,000.00
CONSTRUCTION TESTING					1 LS \$50,000.00 \$50,000.00
TOTAL ESTIMATED PROJECT COST					\$4,754,907.50

Randy C. Winston, P.E., President
Jose Reyes, P.E., Associate
Sergio Gonzalez, BSCE, Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Isaac Huacuja, EIT, Associate

October 4, 2019

Re: Proposed IBWC Levee
Improvements; SWG 18-056

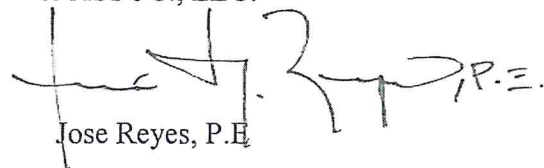
Mr. Mike Perez
City Manager
City of Weslaco
Weslaco, Texas 78550

Dear Mr. Perez:

Enclosed for your use is the Engineer's Opinion of Probable Construction Cost & signed and sealed plans & specifications for IBWC Levee Improvements project.

Please feel free to call me at (956)968-2194 with any questions you may have.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

 P.E.
Jose Reyes, P.E.

JR:cz

CITY OF WESLACO

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

Engineer's Opinion of Probable Construction Cost

Entity: City of Weslaco
Date: 10/01/19
Descr: City of Weslaco - Proposed IBWC Levees Improvements
Eng.: Sigler, Winston, Greenwood & Associates
Jose G. Reyes, P.E.

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	Proposed 6" Topsoil	303	CY	\$ 18.00	\$ 5,454.00
	Levee Embankment (Compacted)	612	CY	\$ 35.00	\$ 21,420.00
	6" Caliche Flexible Base	53	CY	\$ 20.00	\$ 1,060.00
	Levee Bench Excavation	515	CY	\$ 25.00	\$ 12,875.00
	6" Topsoil Removal	240	CY	\$ 18.00	\$ 4,320.00
	Mobilization/Demobilization	1	LS	\$ 3,500.00	\$ 3,500.00
Subtotal of Construction Costs					\$ 48,629.00
Contingency 10. %					\$ 4,862.90
Estimated Construction Cost					\$ 53,491.90

NOTES:

This estimate was prepared with the information available at the time.
The unit prices above include labor, materials, equipment, and incidentals for complete in place installation. This estimate excludes fees in connection to Municipal, State, or Federal permit(s), row. acquisition, utility(ies) relocation, and construction inspection services

Total Estimated Project Cost: \$53,491.90