



A REGULAR MEETING OF THE WESLACO CITY COMMISSION TUESDAY, JULY 6, 2021

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, Located at 255 South Kansas Avenue on Tuesday, July 6, 2021 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. In conjunction with the guidance and provisions provided by the Governor and in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), there will be a **limit of seventy-nine (79) in person attendance to include staff and the governing body.** These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring a large 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: 946 1533 4573.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on July 6, 2021. A staff member will contact you with instructions via phone call to address your public comments.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

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

III. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on June 15, 2021.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2021-21 establishing a Series 2021 C.O. (Certificate of Construction) Construction Fund for Police, Fire and Library facilities and authorize the Mayor to execute any related documents. (First reading held June 15, 2021; staffed by Finance Department.) Attachment.
 - 2) Approval on Ordinance 2021-22 approving a budget amendment for the Series 2021 C.O. Construction fund for construction of public safety facilities and library project costs in the amount of \$12,397,753 and authorize the Mayor to execute any related documents. (First reading held June 15; staffed by Finance Department.) Attachment.
 - 3) Approval of Ordinance 2021-23 establishing an Interest & Sinking Debt Fund on the Series 2021 Certificate of Obligation related to public facilities namely Police, Fire and Library and authorize the Mayor to execute any related documents. (First reading held June 15, 2021; staffed by Finance Department.) Attachment.
 - 4) Approval of Ordinance 2021-24 budget amendments for purchase of a 40 yd. Grapple Brush Truck not to exceed \$194,640 and purchase of 96-Gallon Residential Bins not to exceed \$594,398 and authorize the Mayor to execute any related documents. First reading held June 15, 2021; staffed by Public Works Department.) Attachment.
- C. Approval on amendments and extension from July 7, 2021 to August 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staff by City Manager.)
- D. Approval of Lease of Mayor Pablo Pena City park Baseball/Softball Fields, Isaac Rodriguez Park Minor, Multi, and T-Ball Fields, and Harlon Block Sports Complex East/West Fields, and Baseball/Softball Fields for youth programs by Boys & Girls Club of Weslaco and authorize the Mayor to execute any documents. (Staffed by Parks & Recreation.) Attachment.
- E. Approval of a memorandum of agreement between RATES and City of Weslaco to provide for a summer engineering internship program which jointly funds two (2) internship positions for UTRGV students for a period of approximately 10 weeks and

authorize Mayor to execute any related documents. (Staffed by Engineering Department.) Attachment.

- F. Approval to accept Wal-Mart's Community Grant (Request ID 68492373) from Facility #1041 and Facility # 6159 for the total amount of \$6,000 with NO MATCH and REOCCURRING COSTS required to purchase supplies, promotional products, and gifts for community events and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- G. Approval of a Memorandum of Understanding between U.S. Immigration and Customs Enforcement and Weslaco Police Department for assistance with Homeland Security Investigations and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- H. Authorization to apply to the 2021 Community Policing Development (CPD) De-Escalation Training Solicitation Program for an amount not to exceed \$200,000 with NO MATCH REQUIRED and NO RECURRING COSTS to support our ability to build and maintain our officer's de-escalation proficiency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- I. Authorization to apply to the BJA FY21 Body-Worn Camera Policy and Implementation Program for an amount not to exceed \$250,000 with a 50% MATCH and RECURRING COST of \$20,000 to purchase Body Worn Camera Kits and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

IV. APPOINTMENTS

- A. Discussion and consideration on Resolution 2021-37 appointing a member to the Parks and Recreation Advisory Board for a term set to expire August 1, 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.

V. OLD BUSINESS

- A. Discussion and consideration to approve scoring matrix for Fire and Police with Municipal Court construction project and authorize the Mayor to execute any related documents. Possible action. (There was no action June 15, 2021; staffed by Airport Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Three-fourths vote required. Possible action. (There was no action June 15, 2021; Staffed by Planning and Code Enforcement Department.)

VI. NEW BUSINESS

- A. Discussion and consideration of award of Buyboard Contract 592-19 for the purchase and installation of sports field lighting at Judge Gilbert Garza Park in the amount not to exceed \$541,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- B. Discussion and consideration to award the bid SPORT LIGHTING SALVAGE & DEMOLITION - RFB No.: 2020-21-26 located at Mayor Pablo Pena City Park to the lowest responsive bidder TRI-GEN Construction of Weslaco, Texas in the amount of \$92,646 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- C. Discussion and consideration on request from EDC on the Contract for Professional Services with SAMES Inc Engineering and Weslaco Economic Development Services for the proposed Weslaco Industrial Park Phase I in the amount of \$339,314 & Phase II in the amount of \$115,686 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco-EDC.) Attachment.
- D. Discussion and consideration to ratify Purchase Order No. 21-4424 to contract OMT Utilities for emergency repairs on a collapsed manhole located at 2206 North Gate Circle in the amount of \$56,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- E. Discussion and consideration of proposed change order #10 to extend the date of project completion from July 7th to November 30, 2021 for the Pleasantview & 11th Street Drainage Improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- F. Discussion and consideration to approve proposed change order #11 in the amount of \$35,000 for the Pleasantview & 11th St Drainage Improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- G. Discussion and consideration of proposed change order #12 in the amount of \$45,500 for the Pleasantview & 11th St Drainage Improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

VII. REPORTS

- A. Report by Perdue Brandon Fielder Collins & Mott LLP on delinquent tax collection.
- B. Report by Public Works.
- C. Report by Parks and Recreation.

- D. Report by Emergency Management - COVID-19
- E. Report by Engineering Dept. - Pleasantview project

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.
- C. 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.
- 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 Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon

as authorized by section §551.071 of the Texas Government Code.

- G. Legal Consultation - Consultation with City Attorney regarding potential claim from The P. Garza Law Firm representing Michael Vega as authorized by section §551.071 of the Texas Government Code.
- H. Legal Consultation - Consultation with City Attorney regarding potential claim from Moore Law Firm representing Humberto Perez as authorized by section §551.071 of the Texas Government Code.
- I. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property described as a 0.726 acre of land out of Farm Tract 15 located northeast of the US 83 Expressway in the West and Adams Tract Subdivision as authorized by section §551.072 of the Texas Government Code.
- J. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located on Dragon Fly Street as authorized by section §551.072 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 2nd day of July 2021 on or before 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. 1100 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4359	
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: 2nd day of July, 2021 at 5:00 p.m.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Mike Perez		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Steven Wagenknecht, Abiding Savior Lutheran Church. Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2020 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4310	
From:			
Subject: Approval of the Minutes of the Regular Meeting on June 15, 2021. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for regular meeting on June 15, 2021.			
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):			
ADELAIDA VEGA		Created/Initiated	
Mike Perez		Approved	
NORMA CANTU		New	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 21-06-15 minutes DRAFT			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
JUNE 15, 2021**

On Tuesday, June 15, 2021, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Leo Muñoz
	Commissioner	Greg Kerr
	Commissioner	Adrian Farias
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
 ABSENT:	 Commissioner	 J.P. Rodriguez
 STAFF PRESENT:	 Mike R. Perez	 City Manager
	Andrew Muñoz	Asst. City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Vidal Roman, Finance Director, Antonio "Tony" Lopez, Fire Chief, Eddie Gil, IT Department, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joel Rivera, Police Chief, Albert Aldana, City Engineer, Pete Garcia, Public Works Director, Martin Mata, Asst. Library Director, Olga Garza, Asst. Public Works Director, Rosa Huerta, Municipal Court, George Quilantan, Inframark, Cristina Garcia, PIO 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, June 11, 2021.

B. Invocation.

Pastor Raja Masilamony, Seventh Day Adventists Church led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the "Pledge of Allegiance and Texas Flag."

D. Mayoral Recognition.

Mayor Suarez proclaimed, Eric Thomas Pemelton as “Weslaco Crime Stoppers 2020 Officer of the Year”.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioner J.P. Rodriguez and a quorum present.

II. PUBLIC COMMENTS

Alicia Reyna, 701 E. Witmer, requested consideration for a speed hump and voiced concern with potential flooding to her property because of the construction of the new fire and police buildings and asked the drainage to be looked at closely.

Nelida Ramirez, 1003 Pina Drive, commented the alley at the end of her property has high grass and overgrown trees that are going into her property. It has not been cleaned in a while and asked attention be given to her area.

Swapon L. Halder, 1814 Rose Avenue, stated the last 3 to 4 heavy rains has caused flooding to his home and wanted a solution to this issue; has met with engineering but does not feel enough is being done.

Sandra Reyna, 217 S. Pat Cannon Street, voiced her concerns on the lack of maintenance of the city parks, deteriorating water fountains and the lack of a follow-up to concerns raised from individuals.

III. PUBLIC HEARING

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to open the public hearing at 6:00 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer’s On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite, Weslaco, Hidalgo County, Texas.

Gilbert Longoria, owner, asked for favorable consideration; has been in operation for two (2) years; no incidents of impact at establishment aside from two or three noise concerns.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to close the public hearing at 6:01 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on June 01, 2021 (Staffed by City Secretary Department.)

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

1) Approval on Ordinance 2021-18 authorizing the issuance of "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A"; approving the terms of a Resolution of the Texas Water Development Board; approving an application for financial assistance, a paying agent/registrar agreement and an escrow agreement; and making other provisions regarding the certificates and other matters related thereto and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by City Manager.)

2) Approval on Ordinance 2021-19 abandoning an existing 10-foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by Planning & Code Enforcement Department.)

3) Approval on Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 62 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by Public Works Department.)

C. Approval to renew for an additional one year of Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for use of equipment and materials and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

D. Approval to submit an application to the Rio Grande Valley Metropolitan Planning Organization for a Transportation Alternative Set-Aside (TASA) Program project and authorize the Mayor to sign and execute any required documents. (Staffed by Parks and Recreation.)

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

For the record following are the ordinance(s).

ORDINANCE 2021-18

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A"; APPROVING THE TERMS OF A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND MAKING OTHER PROVISIONS REGARDING THE CERTIFICATES AND OTHER MATTERS RELATED THERETO

WHEREAS, the City Commission of the City of Weslaco (the "Issuer" or the "City") deems it advisable to issue Certificates of Obligation hereinafter described (the "Certificates") for the purposes specified in Section 1 hereof;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq, Texas Local Government Code, as amended and Chapter 1502, Texas Government Code, as amended (together, the "Act");

WHEREAS, pursuant to the said provisions of the Act, the city commission (the “City Commission”) of the City authorized, and the City published notice of its intention to issue the Certificates authorized herein once a week for two consecutive weeks in a newspaper, as defined by the Texas Gov’t. Code § 2051.041 et seq., as amended, that is of general circulation in the City, with the first publication of such notice occurring before the 45th day before the date hereof;

WHEREAS, as of the date hereof, neither the City Secretary nor any other official of the City has received a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the Certificates authorized herein;

WHEREAS, the Texas Water Development Board (the “TWDB”) has approved a loan (the “Loan”) to the City in the amount of \$3,331,000 upon the terms and conditions as outlined in the Texas Water Development Board’s Resolution adopted on May 20, 2021;

WHEREAS, it is hereby officially found and determined that public notice of the time, place and purpose of the meeting at which this Ordinance was approved was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code as amended; and

WHEREAS, it is considered to be in the best interest of the City that the Certificates be issued and the terms hereafter provided are the most reasonable available and are hereby determined by the City Commission to be in the best interest of the City.

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

Section 1. Authorization of the Certificates. There is hereby authorized to be issued and delivered, a series of certificates of the City to be known as “CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A” (the “Certificates”) in the original aggregate principal amount of \$3,331,000, payable from and secured by a subordinated lien on the Net Revenues as specified in Section 12 and further payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitation prescribed by law, for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically being: (1) drainage improvements including channel widening and a drainage pond; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

Section 2. Designation, Date, Denominations, Numbers, and Maturities of the Certificates. The Certificates shall be dated as of June 1, 2021 shall be in denominations of \$1,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and consecutively from R-1 upward for the Definitive Certificates and shall mature on August 15 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 6 hereof, and the Certificates shall bear interest at the rates per annum shown below from the date of initial delivery and payable on August 15, 2021 and on each February 15 and August 15 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity			Years of Stated Maturity		
	Principal	Interest		Principal	Interest
(August 15)	Installment	Rate	(August 15)	Installment	Rate

Section 3. Paying Agent/Registrar. The principal of and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of and interest on the Certificates shall be without exchange or collection charges to the Owner (as hereinafter defined) of the Certificates.

The selection and appointment of [U.S. Bank, National Association, Houston, Texas,] to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Register") for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The Paying Agent/Registrar has agreed to keep a copy of the Register at its offices, or its agent's offices, located in Houston, Texas. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Owner of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on

the Register (the "Owner" or "Owners") maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, and (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Owner as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Owner whose name appears in the Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the "Record Date") and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Owner appearing in the Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Owner at the Owner's risk and expense.

While TWDB is the Owner of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the interest payment date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each interest payment date to the Owner of record as of the Record Date.

If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if

and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. Right of Prior Redemption. (a) Optional Redemption. The City reserves the right to redeem the Certificates at any time, in whole or part, in inverse order of maturity, in principal amounts of \$1,000 or any integral multiple thereof, at the option of the City, at the redemption price of par thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

(b) Notice of Redemption. Notice of any redemption shall be given as provided in the FORM OF CERTIFICATES included in Section 6 hereof. If such notice of redemption is given, and if due provision for such payment is made, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Register all such redemptions of principal of the Certificates or any portion thereof. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates, or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities and shall not bear interest after the date fixed for their redemption and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000, at the written request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City all as provided in this Ordinance.

Section 5. Initial Certificate; Exchange or Transfer of Certificate. Initially, one Certificate (the "Initial Certificate") numbered I-1 and being in the principal amount of the Certificate shall be registered in the name of the Purchaser and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the persons, maturities, and principal amounts to and in which the Initial Certificate is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or

Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with this Ordinance and each Certificate so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 6. General Characteristics and Form of the Certificates. The Certificates shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Certificates shall be sealed) all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on each of the Initial Certificate, the Form of the Authentication, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Ordinance, and the definitions contained within each such form shall apply solely to such form:

FORM OF DEFINITIVE CERTIFICATE

R- _____
REGISTERED

\$ _____
REGISTERED

United States of America
State of Texas
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021A

<u>DATED DATE:</u>	<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DELIVERY DATE:</u>	<u>CUSIP NUMBER</u>
June 1, 2021	%		July 22, 2021	
REGISTERED OWNER:				
PRINCIPAL AMOUNT:				
	(\$ _____)			
DOLLARS				

THE CITY OF WESLACO, TEXAS (the "City"), a body corporate and municipal corporation located in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof (the "Owner"), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until such principal sum has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year commencing August 15, 2021.

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner, upon presentation and surrender, at the corporate trust office of U.S. Bank, National Association, Houston, Texas (the "Paying Agent/Registrar") executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Owner of this Certificate whose name appears on the Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the

month next preceding each interest payment date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense.

While TWDB is the owner ("Owner") of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the Interest Payment Date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

THIS CERTIFICATE is one of the series specified in its title issued in the aggregate principal amount of \$3,331,000 (the "Certificates") pursuant to an Ordinance adopted by the governing body of the City (the "Ordinance"), for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically being: (1) drainage improvements including channel widening and a drainage pond; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

THE CITY RESERVES THE RIGHT to redeem the Certificates at any time, in whole or part in part, in inverse order of maturity, in integral multiples of \$1,000, at the option of the City, at a redemption price of par thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

NOTICE OF ANY REDEMPTION shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Owner of each Certificate, or portion thereof to be redeemed, at its address as it appeared on the Registration Books on the 45th

day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/ Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000, at the written request of the Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

IF THE DATE for the payment of the principal of or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THE CERTIFICATES OF THIS SERIES are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues, being the Net Revenues derived from the operation of the City's waterworks sewer system (the "System"), such lien on and pledge of the Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of any Prior Lien Obligations issued by the City. The City previously authorized the issuance of the currently outstanding Subordinate Lien Obligations, and Limited Pledge Obligations (which are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues) in the manner provided in the ordinances authorizing the issuance of the currently outstanding Subordinate Lien Obligations, and the Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations, while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise. Capitalized terms used herein have the same meanings assigned in the Ordinance.

REFERENCE IS HEREBY MADE to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owner; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized

denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Owner hereof whose name appears on the Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by

the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Certificates does not exceed any constitutional or statutory limitation. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

ORDINANCE NO. 2021-19

AN ORDINANCE ABANDONING AN EXISTING 10-FOOT UTILITY EASEMENT ALONG THE SOUTHSIDE LOT 22 NORTHCROSS SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Abandoning an existing 10-Foot Utility Easement along the southside Lot 22 Northcross Subdivision, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of June 2021

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of June 2021.

ORDINANCE 2021-20

AN ORDINANCE AMENDING ORDINANCE NUMBER 71-4 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH, AND RUBBISH BY ADOPTING NEW REGULATIONS REGARDING PLACING CONTAINERS AND TRASH FOR COLLECTION, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 71-4 passed and approved on March 2, 1971 as “Garbage, Trash, and Rubbish Ordinance” and Codified as Chapter 62 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

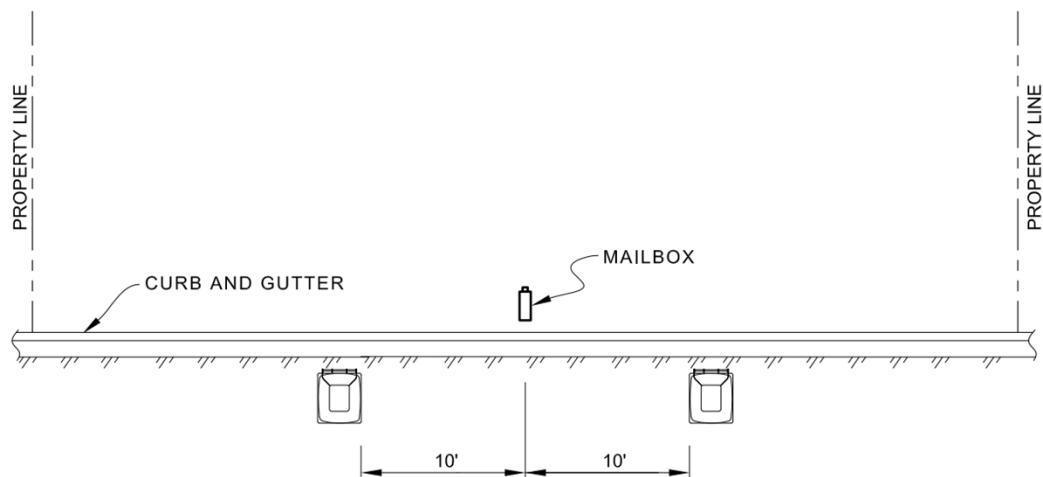
After second and final reading of this Ordinance the amended Garbage, Trash, and Rubbish ordinance sections will be adopted and codified as Chapter 62 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 62 GARBAGE, TRASH, AND RUBBISH

SECTION 62-10 PLACING CONTAINERS AND TRASH FOR COLLECTION

- (a) If the house, premises, building, lot or structure from which the garbage or trash is to be collected and removed is adjacent and accessible to an alley, the owner, occupant, tenant, or lessee of such premises shall be required to keep the garbage container and/or trash at the entrance to said alley where it may be easily accessible to the person collecting and removing trash or garbage. In the event it is not practicable to collect and remove the garbage and trash from an alley, or if there is no alley, the owner, occupant, tenant, or lessee of the premises shall place the container and/or trash at such point on his property as the proper agent of the city shall assign and designate as the most convenient and accessible for collecting and removing. At no time shall the container and/or trash be so placed that the alley will be blocked or obstructed.
- (b) Trash shall be placed in orderly, accessible stacks or piles to facilitate removal of same. Tree limbs, trunks, hedge and shrub cuttings shall not exceed five feet in length.
- (c) It shall be a violation to place garbage containers within 10 feet of a United States Postal box, a building/structure, low hanging wires, or any fence located in a residential use area in accordance with Figure 1.1, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturdays, except on federal holidays and except momentarily to load or unload passengers or merchandise.
 - (a) This ordinance shall not apply to non-conforming residential size lots or lots whose frontage width is less than 50 feet.

Figure 1.1

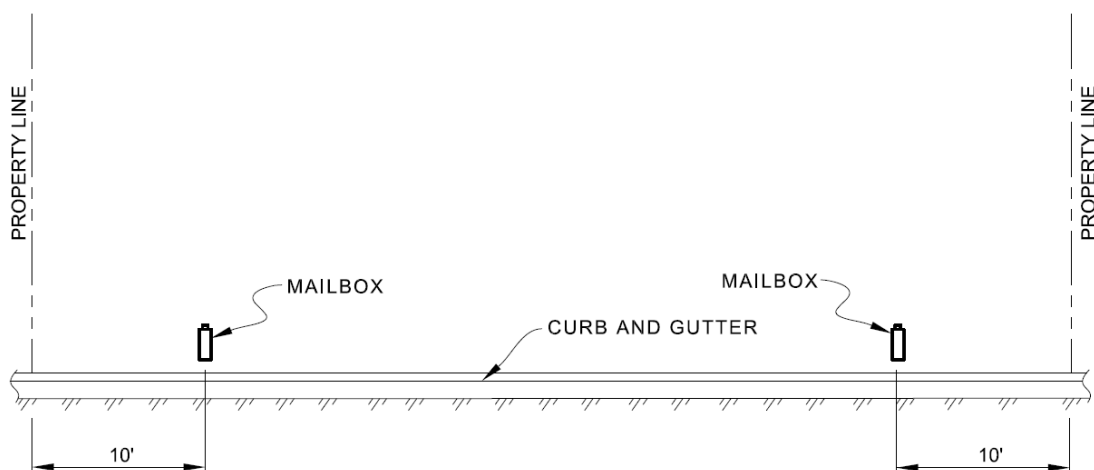


TRASH BIN LOCATION

TRASH BIN TO HAVE A 10 FOOT SEPARATION FROM MAILBOX LOCATED FROM CENTER OF PROPERTY EACH WAY

- (d) Existing mailboxes that have been deemed a nuisance due to proximity to neighboring property line by the Public Works Director or his designee must be relocated, at the property owners expense, to be at a minimum of 10 feet from the property line in accordance with Figure 1.2.
- (e) The installation of new mailboxes in areas that are not required by the United States Postal to have cluster boxes, must install said mailbox in accordance with Figure 1.2.

Figure 1.2



SECTION III. 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 1st day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of June 2021.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:

/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

V. NEW BUSINESS

A. Discussion and consideration to approve the Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Jessica Ruiz for Lot 30, Vaquero Estates Phase I Subdivision for the installation of a fire hydrant 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 new construction of a veterinarian office and the installation of a fire hydrant to service the area is required. Staff recommended approval of the agreement between NAWs, City and owner for purposes of the city operating and maintaining the fire hydrant.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve the Waterline Access Agreement between North Alamo Water Supply, City of Weslaco and Jessica Ruiz for Lot 30, Vaquero Estates Phase I for installation of fire hydrant as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Three-fourths vote required. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated twenty-one property owners notified; applicant requested a permit for On-Premise Late Hours Permit before and denied at that time based on opposition and the proximity to a primarily residential area. The Planning & Zoning Commission and staff recommended denial of the conditional use permit.

In response to the Commission, no opposition received to current request; late hours of operation were until 2:00am; three complaints received for noise; City cannot revoke the license only by the

Texas Alcoholic Beverage Commission. Chief Rivera stated the noise complaints were investigated and the decimal point level was not surpassed therefore not in any violation.

Mike Perez, City Manager, recommended consultation with the City Attorney and no action at present until completion of the consultation.

C. Discussion and consideration for the Final Plat for Moreland Apartments Subdivision—being 2.03 acres out of Farm Tract 1033, the West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northwest corner of E. Moreland Dr. and Plaza Los Encinos and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Mayor Pro Tem Muñoz abstained from discussion and vote.

Rebekah de la Fuente stated the proposed use would be four-plex apartments; inside city limits serviced with water and sewer from the city; developer complied with all departmental comments and no variances requested. The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Final Plat for Moreland Apartments Subdivision being 2.03 acres out of Farm Tract 1033, West and Adams Subdivision as presented. The motion carried; Mayor Pro Tem Muñoz abstained; Mayor Suarez was present and voting.

D. Discussion and consideration for the Final Plat for Ten fifteen Subdivision— being 10.33 acres being a resubdivision of lots 1A,2A,3A, 4A,5A and 6A, out of Plaza Diez Quince Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of F.M. 1015 and Mile 6 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed use would be apartments; outside city limits; serviced with water from North Alamo Water Supply and sewer by On-site Sewage Facility (OSSF); applicant requested a variance for off-site drainage and OSSF; letters of support from the Irrigation District and the Drainage District. The Planning and Zoning Commission recommended approval with variance and staff recommended approval with compliance of ordinance.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Final Plat for Ten Fifteen Subdivision being 10.33 acres a resubdivision of Lots 1A,2A,3A,4A,5A and 6A out of Plaza Diez Quince Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Kerr requested to change the order of the day and go to Item M. There was no objection; Mayor Suarez introduced item M.

M. Discussion and consideration on request from Weslaco Museum to close Texas Boulevard on July 3, 2021 from 10am to 1pm for Flag Retirement Ceremony event and closure of the east bound section of 5th Street from the alleyway to Texas Boulevard from 11am to 3pm and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the Weslaco Museum requested consideration to close Texas Boulevard on July 3, 2021 from 10am to 1pm for Flag Retirement Ceremony event and closure of the east bound section of 5th Street from the alleyway to Texas Boulevard from 11am to 3pm. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve close Texas Blvd on July 3, 2021 from 10 am to 1 pm for Flag Retirement Ceremony Event and closure of the east bound section of 5th Street from the alleyway to Texas Blvd from 11 am to 3 pm as presented. Motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration for the Final Plat for Amber Estates– being 19.719 acres acre tract of land, out of farm Tract 192, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the east side of Mile 6 North ½ a Mile North of Mile 10 North 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 thirty (30) lot subdivision for residential use; outside city limits; serviced with water from North Alamo Water Supply and sewer by On-site Sewage Facility (OSSF); developer requested a variance on setback to allow for OSSF and a variance to permit off-site drainage; received a letter of support from drainage district for off-site drainage. The Planning and Zoning Commission recommended approval with variances. Staff recommended approval with compliance of the ordinance(s) on the variances.

Commissioner Kerr seconded by Commissioner Lopez moved to approve Final Plat for Amber Estates being 19.719 acres tract of land out of Farm Tract 192, West Tract Subdivision with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration on Ordinance 2021-21 establishing a Series 2021 C.O. (Certificate of Construction) Construction Fund for Police, Fire and Library facilities and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-21. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, recommended approval stating the ordinance creates a construction fund from the Series 2021 Certificates of Obligations issued for the police, fire, and

library projects; establishing a separate fund offers transparency and accountability as expenditures are done.

Commissioner Lopez seconded by Commissioner Kerr moved to approve to establish a Series 2021 C.O. Construction Fund for Police, Fire and Library facilities as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on Ordinance 2021-22 approving a budget amendment for the Series 2021 C.O. Construction fund for construction of public safety facilities and library project costs in the amount of \$12,397,753 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-22. Possible action. (Staffed by Finance Department.)

Vidal Roman recommended approval stating the budget amendment is for the project costs as identified in the issuance of the Certificate of Obligations Bond Series 2021 projects for the police, fire and library projects.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2021-22 approving a budget amendment for the Series C.O. Construction Fund for construction of public safety facilities and library project costs in the amount of \$12,397,753 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration on Ordinance 2021-23 establishing an Interest & Sinking Debt Fund on the Series 2021 Certificate of Obligation related to public facilities namely Police, Fire and Library and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-23. Possible action. (Staffed by Finance Department.)

Vidal Roman recommended approval stating with the issuance of certificates Series 2021 a separate Interest & Sinking Fund to account for the collections of taxes and reserving the funds to pay any debt associated with the projects is needed.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve to establish an Interest & Sinking Debt Fund on the Series 2021 Certificate of Obligation related to public facilities namely Police, Fire and Library as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to purchase a debris tank for Vactor Truck Unit 457 from Heil of Texas in the amount not to exceed \$63,618 and authorize Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director, recommended approval to purchase a new debris tank for the Vactor Truck (Unit #457) from Heil of Texas not to exceed \$63,618 with the installation to be done inhouse with our Fleet Maintenance.

In response to the Commission, the tank would replace a damaged tank and the new tank will be installed inhouse to Unit #457; the damaged tank was a 2014; new tank same size and with some warranty (6 months).

Commissioner Farias seconded by Commissioner Lopez moved to approve purchase of a debris tank for Vactor Truck Unit 457 from Heil of Texas in the amount not to exceed \$63,618 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to award RFB No.: 2020-21-18 to IPL North America for the purchase of 12,000 (96 gallon) residential trash cans in the amount not to exceed \$594,398 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza, Assistant Public Works Director, stated four (4) bids received and evaluated for the 96 Gallon Residential Trash Cans. Staff recommended approval to award the lowest bid to IPL North America in the amount of \$594,398 stating bid meets minimum specifications.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve award RFB No. 2020-21-18 to IPL North America for purchase of 12,000 (96 gallon) residential trash cans in the amount not to exceed \$594,398 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to approve Ordinance 2021-24 budget amendments for purchase of a 40 yd. Grapple Brush Truck not to exceed \$194,640 and purchase of 96-Gallon Residential Bins not to exceed \$594,398 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-24. Possible action. (Staffed by Public Works Department.)

Olga Garza recommended approval of the budget amendments for the purchase of a 40-yard grapple truck not to exceed \$194,640 and the 96-gallon residential containers (12,000) not to exceed \$594,398 stating previous commission action approved the expenditures.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2021-24 budget amendments for purchase of a 40-yd Grapple Brush Truck not to exceed \$194,640 and purchase of 96-gallon Residential Bins not to exceed \$594,398 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration on change order #10 to extend the date of project completion from June 16, 2021 to November 30, 2021 for the Pleasantview & 11th Street Drainage improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to approve.

Albert Aldana stated the contractor requested a time extension; several factors has caused project delays with a significant one being getting the permit from Texas Parks and Wildlife to allow access to Estero Llano Grande State Park that required a Surface Use Agreement; additional work added to the contract is still ongoing and contract set to expire tomorrow. Contractor is concerned the risk of a hurricane and/or the high possibility of heavy rainstorms could impact the roadway construction. Contractor requested an extension until November 30, 2021 and staff recommended approval.

In response to Mayor Pro Tem Muñoz, City Engineer stated all change orders presented did not include additional days; liquidated damages are referenced in contract. The City Manager noted since a required permit the City was responsible to obtain took longer than anticipated liquidated damages may not be enforceable; contractor is timely in project completion with approved change orders apart from repairs to 18th Street. Mayor Pro Tem Muñoz requested staff reconcile those change orders that did not include additional days needed because of contract changes approved be done for commission approval.

In response to Commissioner Pedraza, to date the drainage improvements completed has alleviated flooding in certain areas.

Mayor Suarez recommended an extension of time be until the next regular meeting and reconcile the change orders to reflect actual additional days that would include any further time extension needed to the contract brought to the commission for approval. The City Manager recommended to extend until July 7, 2021.

Commissioner Kerr seconded by Commissioner Farias moved to approve change order #10 to extend the date of project completion to July 7, 2021 for Pleasantview & 11th Street Drainage Improvement Project as presented. Motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to approve amending the contract with Total Commitment, LLC in the amount of \$500,000 for the Pleasantview RDF Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated previous commission action approved Total Commitment LLC to construct the 28-acre regional detention facility; staff met with contractor and negotiated a contract amendment in the amount of \$500,000; adjustments to the amount of dirt to be hauled away was revisited and was determined the dirt/material located on the north side of the RDF on city property will be hauled off by the City and not the contractor. Staff recommended approval of an

amendment agreement with Total Commitment in the amount of \$500,000.

Mayor Pro Tem Muñoz asked if the negotiated fee was a true price and consider rebid based on the scope of work revised. The City Manager stated the commission can rebid but may not get the same result as this contractor has a buyer for dirt another contractor may or may not.

In response to Mayor Suarez, staff solicited bids not competitive sealed bids.

Jose Reyes, SWG, stated the negotiated amount is a reasonable amount; contractor already on site and no mobilization needed; excavating per cubic yard is \$3-4 dollars and the contractors fee is fair and reasonable; a significant factor on the negotiated price is all dirt excavated from the Reyes property (20acres) will be hauled onto other property of Mr. Reyes (close proximity) with remaining dirt hauled off by contractor and city.

Juan E. Gonzalez, City Attorney, stated when a bid has been awarded contract the City may increase and/or decrease so long as the increase or decrease is not more than 25% and if decreased more than 25% contractor must agree.

Commissioner Kerr seconded by Commissioner Lopez moved to approve amending the contract with Total Commitment, LLC in the amount of \$500,000 for Pleasantview RDF Project as presented. Motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to approve scoring matrix for Fire and Police with Municipal Court construction project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Munoz, Airport Director/Asst. City Manager, went over the proposed scoring matrix composed of seven sections for their comments and/or changes and requested two or three commissioners to participate on the review committee. Staff included City Engineer, Fire and Police Chief(s) and himself.

Commission comments were changes to the number of similar projects reduced, bonding capacity added, points to equal ten points in subcategories, clearer content on subsection 6 how the points are awarded and revisit subsection 7 if necessary, remove and points added elsewhere. Staff directed to make the changes and bring back to the commissioner for approval.

There was no action. Mayor Suarez, Commissioner Pedraza, and Commissioner Farias to be on the review committee.

VI. EXECUTIVE SESSION

At 7:01 p.m. Commissioner Kerr seconded by Mayor Pro Tem Muñoz moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:07 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

V. NEW BUSINESS

B. Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Three-fourths vote required. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Farias seconded by Commissioner Lopez moved to authorize the City Attorney and staff to prepare a draft conditional use permit 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 the Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.

No action.

C. 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.

No action.

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

No action.

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

No action.

F. Legal Consultation - Consultation with City Attorney related to the city's right-of-way for cell towers in City of McAllen et al v. State of Texas et al Cause No. D-1-GN-17-004766 as authorized by §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with City Attorney regarding claim from Aguirre Law Group representing Jaime Gomez Ruiz as authorized by section §551.071 of the Texas Government Code.

No action.

H. Legal Consultation - Consultation with City Attorney regarding potential claim from The Castellanos Law Group representing Andrew Joe Mireles, Audrey Rodriguez, Avery Rodriguez and Aubree Rodriguez as authorized by section §551.071 of the Texas Government Code.

No action.

I. Legal Consultation - Consultation with City Attorney regarding Texas Cordia Construction and SAMES on the Mile 6 West Sanitary Sewer project as authorized by section §551.071 of the Texas Government Code.

No action.

J. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located on Dragon Fly Street as authorized by section §551.072 of the Texas Government Code.

No action.

K. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Good Times as authorized by section §551.087 of the Texas Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Farias seconded by Mayor Pro Tem Muñoz moved to authorize staff begin negotiations for financial offer or other incentives for Project Good Times as discussed in executive session. The motion carried, Commissioner Kerr abstained, Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Lopez moved to adjourn the meeting of June 15, 2021 at 8:08 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4286
From:		
Subject: Approval on Ordinance 2021-21 establishing a Series 2021 C.O. (Certificate of Construction) Construction Fund for Police, Fire and Library facilities and authorize the Mayor to execute any related documents. (First reading held June 15, 2021; staffed by Finance Department.)		
Background: The closing memorandum stipulates that the proceeds from the sales of the Certificates will be in the amount of \$12,470,535.42 to be deposited in the Construction Fund. This funds will be used for the projects listed in the Official Statement as well as cost associated with the issuance of the C.O.'s. It is in the best interest of the city to be in compliance with the Official Statement.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First Reading Mayor's Signature Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of issuance was done in the Monitor on March 8 and 15, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA VIDAL ROMAN Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of the Ordinance.		
Attachments, if any: Memo on CO Construction Fund, O2021-21 creation Series 21 C.O. Construction Fund		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

Date: June 15, 2021

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Ordinance for a Budget Amendment and the Establishment of Series 2021 C.O.
Construction Fund

Attached is the ordinance for creation of a Series 2021 C.O. Construction Fund. The purpose of this fund is for the construction of a Police, Fire and Library Projects as well as the payment for issuance cost. This fund will provide both transparency and accountability in tracking expenditures related to the projects.

The ordinance(s) also provides that funds cannot be withdrawn except with the authorization of the City Commission, and only in accordance with the Series 2021 C.O. Construction Fund of which the FY 2020-2021 budget will be amended and approved by the Commission this meeting as well. This will demonstrate that the City will continue in complying with intend use of funds.

Please do not hesitate to contact me at 956.968.3181

ORDINANCE

NO. 2021-21

AN ORDINANCE ESTABLISHING 2021 C.O. CONSTRUCTION FUND FOR THE SERIES 2021 CERTIFICATE OF OBLIGATION ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission determined the necessity for the Construction of public facilities including a Police, Fire and library and payment of cost issuance on the certificates; and

WHEREAS, the city issued certificates on May 2021 for beforehand projects; and

WHEREAS, the city received the proceeds and as per Certificate of Obligation requirements a separate fund needs to be set up to achieve a proper use and matching of revenues and debt service within each fiscal year.

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the 2021C.O. Construction Fund.

(B) Interest earned will vary from month to month and such proceeds will be deposited into this fund and be used for associated uses.

(C) At the option of the City Commission, any unexpended surplus finds will be available for other uses in the General Fund account,

§XXX EXPENDITURES FROM THE SERIES 2021 C.O. CONSTRUCTION FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

- (B) Withdrawals from the Fund should be restricted to:
(1) cost associated with those projects listed in the Official Statement inclusive of cost related to the issuance of certificates.
- (C) Withdrawal from the Fund should not be allowed for the following reasons:
(1) to make any expenditure not clearly and directly designated for the fund.

SECTION ONE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION TWO. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of July 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4328
From: VIDAL ROMAN		
Subject: Approval on Ordinance 2021-22 approving a budget amendment for the Series 2021 C.O. Construction fund for construction of public safety facilities and library project costs in the amount of \$12,397,753 and authorize the Mayor to execute any related documents. (First reading held June 15; staffed by Finance Department.)		
Background: The city issued Certificates of Obligation on April 15, 2021 for the purpose of constructing a new Police and Fire Facilities. This amendment serves as to the allocation of proceeds for each discussed project and having the legal authority to incur any expenditures in accomplishing the goals of the city.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Budget Amendment Ordinance - First Reading Mayor's Signature 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):		
ADELAIDA VEGA VIDAL ROMAN Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of Ordinance on Budget Amendment.		
Attachments, if any: Budget Amendment Memo, BUDGET CHANGES_AMENDMENTS 2021, O2021-22 budget amendment bond series 2021		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

Date: June 15, 2021

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Ordinance for a Budget Amendment and the Establishment of Series 2021 C.O.
Construction Fund

Attached is the ordinance proposing to amend the FY2020-2021 budget. The purpose of the amendment is for funding the Series 2021 projects that consist of Police and Fire Facilities as well the Library Projects and the associated issuance cost. The amount will be for \$12,397,753.

The ordinance also provides that funds cannot be withdrawn except with the authorization of the City Commission, and only in accordance with the Series 2021 Certificate of Obligation stipulations.

Please do not hesitate to contact me at 956.968.3181



EXHIBIT A
CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-21

FUND: 2021 C.O. Construction Fund
DEPARTMENT: Administration
DATE: June 15,2021

BUDGET AMENDMENT # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>PROJECT CODE</u>	<u>CURRENT BUDGET</u>	<u>DR</u>	<u>CR</u>	<u>REVISED BUDGET</u>
408	4000-493000	Other Financing Sources		\$ -	\$ -	12,397,753	\$ (12,397,753)
408		Building - Police			8,500,000		8,500,000
408		Building - Fire			2,700,000		2,700,000
408		Capital Outlay -TBD			1,050,000		1,050,000
408	5770-56330	Fiscal Charges - Issuance Cost	-	-	64,326	-	64,326
408	5770-56330	Fiscal Charges - Bond counsel	-	-	37,000	-	37,000
408	5770-56330	Fiscal Charges - Registrar Fees			250	-	250
303	10001025	I & S fund Deposit			46,177	-	46,177
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
				<u>\$ -</u>	<u>\$ 12,397,753</u>	<u>\$ 12,397,753</u>	<u>\$ -</u>

(Round up all amounts to the nearest dollar)

Justification:

To record Certificate of Obligation proceeds and associated project and issuance costs.

Department Head Approval

Date

Finance Director

Date

EXHIBIT A

City Manager

Date

ORDINANCE 21-22

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET TO WIT IN THE AMOUNT OF \$12,397,753 FOR PUBLIC FACILITIES IMPROVEMENTS; 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 2020-2021 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 A 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 A 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 identified in such Exhibit A will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended, and approved as set forth in the attached Exhibit A.

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 its final reading unless otherwise noted it would become effective on its first reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of July 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4329	
From:			
Subject: Approval of Ordinance 2021-23 establishing an Interest & Sinking Debt Fund on the Series 2021 Certificate of Obligation related to public facilities namely Police, Fire and Library and authorize the Mayor to execute any related documents. (First reading held June 15, 2021; staffed by Finance Department.)			
Background: Series 2021 C.O. Construction Fund was created with the issuance of certificates and now the city needs to establish a separate Interest & Sinking Fund to account for the collections of taxes and reserving the funds to pay any debt associated with the issuance.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading Mayor's Signature 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):			
ADELAIDA VEGA VIDAL ROMAN Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: O2021-23 establish I & S Debt Fund Series CO 2021			
Responsibilities upon Approval: Creation of fund and respective accounts.			

ORDINANCE

NO. 2021-23

AN ORDINANCE ESTABLISHING A INTEREST & SINKING FUND FOR THE SERIES 2021 CERTIFICATE OF OBLIGATION ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission determined the necessity the Construction of public facilities including a Police, Fire and library and payment of cost issuance on the certificates; and

WHEREAS, the city issued certificates on May 2021 for beforehand projects; and

WHEREAS, the city received the proceeds and as per Certificate of Obligation requirements a Interest and Sinking fund needs to be set up to achieve a proper matching of revenues and debt service within each fiscal year;

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Series 2021 I & S Debt Fund.

(B) Contributions may vary from year to year when the Fund has produced a surplus after payment of all debt service, the fund shall be depleted at least once each year except for an amount not in excess of (a) one-twelfth of the debt service on the Certificates for the previous year or (b) the previous year's earnings on the Interest and Sinking Fund.

(C) At the option of the City Commission, the surplus finds will be available for other uses in the General Fund account,

§XXX EXPENDITURES FROM THE SERIES 2021 DEBT SERVICE FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be

adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

- (B) Withdrawals from the Fund should be restricted to:
 - (1) pay for Principal and Interest payments only as per the schedule.
- (C) Withdrawal from the Fund should not be allowed for the following reasons:
 - (1) to make any expenditure not clearly and directly for an approved Debt,

SECTION ONE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION TWO. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of July 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4330	
From: Olga Garza			
Subject: Approval of Ordinance 2021-24 budget amendments for purchase of a 40 yd. Grapple Brush Truck not to exceed \$194,640 and purchase of 96-Gallon Residential Bins not to exceed \$594,398 and authorize the Mayor to execute any related documents. First reading held June 15, 2021; staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Pete Garcia Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: BUDGET AMENDMENT.CHANGE FY 2021 Sanitation Fund, O2021-24 budget amendment 40yd brush truck and residential bins			
Responsibilities upon Approval:			

**CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-2021**

ORDINANCE 2021-24

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT IN THE SANITATION FUND \$194,640.00 (NET) FOR THE PURCHASE OF A 40 YD GRAPPLE BRUSH TRUCK AND EXTENDED WARRANTY AND \$594,398 FOR THE PURCHASE OF 96 GALLON RESIDENTIAL BINS; 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 2020-2021 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 2020-2021 Official Budget, adopted by Ordinance 2020-27, 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 15th day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of July 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4211
From:		
Subject: Approval on amendments and extension from July 7, 2021 to August 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staff 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):		
NORMA CANTU Mike Perez		Created/Initiated New
City Manager Comments: Approved.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4343	
From:			
Subject: Approval of Lease of Mayor Pablo Pena City park Baseball/Softball Fields, Isaac Rodriguez Park Minor, Multi, and T-Ball Fields, and Harlon Block Sports Complex East/West Fields, and Baseball/Softball Fields for youth programs by Boys & Girls Club of Weslaco and authorize the Mayor to execute any documents. (Staffed by Parks & Recreation.)			
Background: The Boys & Girls Club of Weslaco provides youth sports programs annually July - November using the Baseball/Softball Fields located at Mayor Pablo Pena Park.			
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):			
OMAR RODRIGUEZ		Created/Initiated	
OMAR RODRIGUEZ		Approved	
Mike Perez		New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: BGW request for use of the park 2021, 2021Boys & Girls Club League Fall Lease, BGCW Exhibit A - Mayor Pablo G. Pena Park Labeled, BGCW Attachment B - Isaac Rodriguez Park Labeled, BGCW License Attachment C - Harlon Block Sports Complex			
Responsibilities upon Approval:			

LETTER REQUESTING USE OF A FACILITY OF PABLO PENA PARK

GREAT FUTURES START [HERE](#).



Date of Application: May 25th, 2021

Facility to be Reserved: Pablo Pena City Park

Purpose: Summer Program, Summer Baseball League & Flag Football League

Responsible Group or Organization: The Boys & Girls Clubs of Weslaco Inc.

.....
MEMORANDUM: City of Weslaco, PARKS & RECREATION DIRECTOR OMAR RODRIGUEZ

SUBJECT: Request for Use of Pablo Pena City Park

1. The **Boys & Girls Clubs of Weslaco Inc.** requests the use of **Pablo Pena Baseball fields 1,2 & 3** during the period **July 8th through Aug 31st, 2021**. The **Pablo Pena City Park Baseball fields** will be used to conduct a **OUR BASEBALL LEAGUES**

2. Our organization is also requesting the Pablo Pena Fields for our flag football league registration begins in July and league will start Mid-August 2021, the league will end November 16th, 2021.

The Boys & Girls Club of Weslaco Inc organization has a general liability insurance as a secondary insurance in case of any injury to members, staff and volunteer.

Thank You,

Mary Gallardo

Mary Gallardo
Chief Executive Officer

STATE OF TEXAS *

COUNTY OF HIDALGO * **LEASE AGREEMENT**

CITY OF WESLACO *

On this ____ day of ____, 2021 THE CITY OF WESLACO, a home rule Municipal Corporation located in Hidalgo County, Texas hereinafter referred to as “CITY” and THE BOYS AND GIRLS CLUB OF WESLACO, INC., hereinafter referred to as “CLUB” enter into this agreement as follows:

1. The CITY leases to the “CLUB” certain real property and improvements physically located in the Mayor Pablo Pena City Park Softball/Baseball Complex located at 300 N. Airport Drive; Isaac Rodriguez Park Minor Field, Multi-Field and T-Ball Field located at 1200 E. 6th Street; and Harlon Block Sports Complex West and East Sports Fields and Baseball/Softball Complex located at 1020 West 18th Street, Weslaco, Texas as described in Exhibit A, B, AND C”, hereinafter referred to as the lease premises.
2. The Term of this lease shall be for FIVE (5) months beginning JULY 12, 2021, and ending NOVEMBER 30, 2021, hereinafter referred to as the lease term.

In consideration of the lease of the property and improvements described in Exhibits “A”, “B”, AND “C” the “CITY” and “CLUB” agree as follows:

1. The “CLUB” will not construct any permanent buildings or improvements on the lease premises.
2. The “CLUB” will not sublet the leased property or assign this lease to any other party without the written consent of the “CITY.”
3. The “CLUB” agrees and understands that lease premises will be used exclusively for “CLUB” activities.
4. The “CLUB” will hold the “CITY” harmless for any type of injury or harm sustained by any person involved in “CLUB” activity on the leased premises.
5. The “CLUB” will maintain liability insurance in a sufficient amount to protect the “CITY’S” interest and said insurance shall name the “CITY” as an additional insured with the requirement that said insurance provider shall provide the “CITY” notice of any cancellation of said insurance policy.

6. The "CLUB" will be entitled to possession of the lease premises immediately upon execution of this agreement.
7. The "CLUB" will provide a schedule of "CLUB" activities to the City at least two (2) weeks prior to start of such activities.
8. The "CLUB" is responsible for expenses for any "CLUB" activities including but not limited to out of town games, play-offs, or tournaments. "CITY" is not responsible for any expenses or maintenance of the "CLUB".
9. The "CLUB" is obligated to assist the city in providing a clean complex for participants and spectators. If "CLUB" does not maintain a clean complex "CITY" staff and equipment will clean and maintain the lease premises and "CLUB" is obligated to reimburse "CITY" for costs of such services at that "CITY" employees rate of pay plus any fringe benefits.
10. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY". The "CLUB" is responsible for ensuring there is **NO PARKING ON GRASS ISLANDS OR ANY OTHER GRASS AREAS** of the leased premises.
11. The "CLUB" will provide the "CITY" and accounting of all monies collected in registration fees, concession stand revenues and expenses incurred in operating its activities. This accounting must be prepared by a certified public accountant and must be prepared in accordance with accepted accounting principles. The accounting will be due on or before December 31, 2021. The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.
12. The "CLUB" shall be responsible for the registration of individual participants and for the accounting of registration fees for each participant and will hold the "CITY" harmless from any claims arising out of any improprieties or acts of embezzlement, fraud or theft of "CLUB" funds.
13. The "CLUB" will be responsible for any and all expenses incurred in obtaining officials necessary for conducting "CLUB" activities.
14. The "CLUB" is responsible for scheduling all games and providing adult supervision at all scheduled games and practices and will hold the "CITY" harmless for any claims arising out of inappropriate acts by any of the "CLUB'S" employees, volunteers or contractors.

15. The "CITY" shall have the right to decide when the football fields are unplayable due to current or anticipated weather conditions and the "CLUB" must abide by any "CITY" decisions concerning cancellation or rescheduling of "CLUB" activities.
16. The "CLUB" will provide its By – Laws, Organization structure, officers, and appropriate contact phone numbers to the "CITY" for the purpose of addressing or directing public inquiries to the proper authorities regarding "CLUB" activities.
17. The "CLUB" shall report any necessary repairs or potential hazards to the Parks and Recreation Department immediately. However, the reporting of these hazards does not in way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
18. The "CITY" will maintain the football fields, including mowing and marking. Maintenance scheduling will be determined by "CITY" upon receipt of written practice and league games schedules.
19. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "CLUB" activities.
20. "CITY" employees are NOT be allowed to participate in "CLUB" activities as officers, board members, bookkeepers, or in any other official capacity.
21. The "CLUB" will remove all sponsor signs on or before May 30, 2021.
22. The "CLUB" affirms that the person signing this agreement on behalf of the "CLUB" is authorized to execute this agreement with the "CITY".
23. The person signing on behalf of the "CLUB" will receive one (1) "CITY" issued key for the concession stands and lights and this key may not be duplicated by the "CLUB".
24. The "CITY" may cancel this agreement without cause by providing thirty "30" days written notice to the "CLUB" by personal delivery to the person signing this agreement on behalf of "CLUB".

In WITNESS WHEREOF, the undersigned hereby execute this lease agreement on the ____ day of _____ 2021.

ATTEST:

Norma Cantu, City Secretary

CITY OF WESLACO

David Suarez, Mayor

APPROVED AS TO FORM:

CITY ATTORNEY _____
JUAN E. GONZALEZ

BOYS & GIRLS CLUB OF WESLACO, INC.

BY: _____

Mayor Pablo G. Pena Park

300 North Airport Drive

"Exhibit C"

West

#24

Weslaco
Boys & Girls
Club

North

#25

F3

F2

Softball/Baseball
Complex

South

#23

Corto St

RR

South

#26

East

F1

Exercise
Pavilion

Largo St

N Utah Ave

N Pat Cannon Ave

Google Earth

© 2018 INEGI
© 2018 Google



700 ft

Isaac Rodriguez Park

1200 East 6th Street

Splash
Park

Service
Center

Multi-Purpose Field

Minor Field

RR

T-Ball
Field

Skate
Park

Google Earth

© 2018 INEGI
© 2018 Google

600 ft

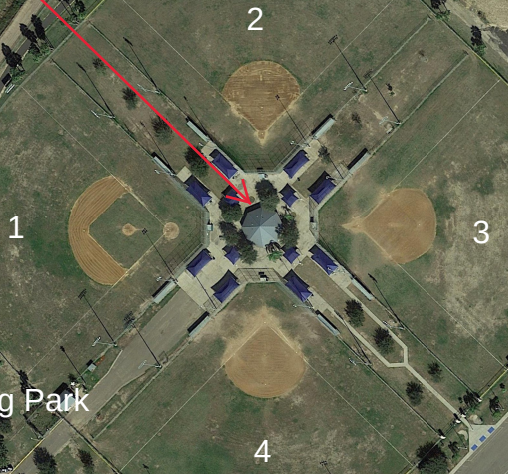


Harlon Block Sports Complex

1020 West 18th Street

Softball/Baseball Complex

"EXHIBIT C"





Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4349	
From: Albert Aldana			
Subject: Approval of a memorandum of agreement between RATES and City of Weslaco to provide for a summer engineering internship program which jointly funds two (2) internship positions for UTRGV students for a period of approximately 10 weeks and authorize Mayor to execute any related documents. (Staffed by Engineering Department.)			
Background: This is a routine agreement with RATES for a summer internship program. Rates provides engineering student candidates from which the City selects two for an engineering internship of approximately 10 weeks. The City contributes \$7,000.00 and RATES contributes \$1,000.00 towards this agreement. The proposed period of the internship is between July 13th and August 20, 2021.			
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):			
Albert Aldana		Created/Initiated	
Albert Aldana		Approved	
Mike Perez		New	
City Manager Comments: Approved.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Agreement_WESLACO SUMMER INTERN ver 7jl Partially Executed 2021 final			
Responsibilities upon Approval:			

MEMORANDUM OF AGREEMENT
by and between the
CITY OF WESLACO
and
RESEARCH, APPLIED TECHNOLOGY, EDUCATION & SERVICE, INC.
(RATES) D.B.A. RATES/RGV
And the Lower Rio Grande Valley (LRGV) TPDES Stormwater Task Force
for a Summer Internship Program
MOA #R-RGV-SIP-2021-00001

This Memorandum of Agreement (hereafter termed “**Agreement**”) is entered into by and between the **CITY OF WESLACO** (hereafter referred to as “**CITY**”), and **RESEARCH, APPLIED TECHNOLOGY, EDUCATION & SERVICE, INC., (RATES) D.B.A. RATES/RGV** (hereafter referred to as “**RATES/RGV**”), a 501(c)(3) Not-for-Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

- 1.01** **CITY** and **RATES/RGV** agree to enter into this Agreement as a manner by which **CITY** and **RATES/RGV** can jointly fund two (2) internship positions for Lower Rio Grande Valley University students to be employed by **CITY**. The staff positions shall be designated as intern engineering students (hereafter referred to as “**Interns**”).
- 1.02** **CITY** and **RATES/RGV** desire to achieve mutually beneficial goals associated with engineering, environmental, economic development and educational tasks that will provide learning opportunities in leadership, engineering, and communication skills.
- 1.03** **CITY** is a member of the LRGV TPDES Stormwater Task Force (Task Force). The Task Force founded the LRGV TPDES Stormwater Task Force Summer Internship Program (TFSIP). The TFSIP goal is to provide internship opportunities with the members of the Task Force for regional University engineering undergraduate students. The Task Force consists of twenty-seven (27) local governments.
- 1.04** The summer internship period shall be from July 13, 2021 to August 20, 2021 of a calendar year. The period shall not exceed seventy (70) calendar days.
- 1.05** **CITY** is obligated to offer full time staff employment to the Interns. **CITY** will hire the Interns as **CITY** staff.
- 1.06** **CITY** and **RATES/RGV** desire to participate in the TFSIP, a mutually beneficial partnership that will continue to establish and expand an existing partnership by working

together, sharing resources, and by collectively establishing a nation-wide network of partners. The partnership's local research topics have primarily focused on urban water issues, but the partnership has expanded its mission to include regional watershed topics, rural and agricultural water issues, and innovative engineering projects.

- 1.07** **CITY** desires to participate in the TFSIP because the Rio Grande Valley is currently growing rapidly, and is presented with numerous engineering challenges, thus, the need for opportunities for students to enhance education with internship opportunities is vital to our region.
- 1.08** The Interns will be designated by **RATES/RGV** as undergraduate students, as outlined in 4.03; responsibilities will include providing support to **RATES/RGV** research projects, providing support to **CITY** staff, and the pursuit of an undergraduate degree in engineering.
- 1.09** **RATES/RGV** desires to participate in the TFSIP because such participation will provide **RATES/RGV** with an avenue for students to gain:
- A. educational, training, and community service in furtherance of the **RATES/RGV** published vision and mission to forge a path to a better life and to engage with communities of the Rio Grande Valley so that they prosper economically through thoughtful innovations and impactful programs;
 - B. supervisory, organizational, and governmental skills through the participation in **CITY** initiatives, participatory research opportunities, and budget management; and,
 - C. experience about the interfacing, communication, and interaction between federal agencies, state agencies and local governments; thus, actively participating in master planning, regional development, engineering innovations, environmental mitigation, and grant development.

SECTION 2

TERM

- 2.01** *Fixed Term:* This Agreement commences on July 13, 2021 and terminate August 20, 2021, unless extended according to section 2.02 of this Agreement.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **RATES/RGV**, this Agreement may be extended for an additional two (2) week period, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement. If the Agreement is terminated prior to the expiration, **CITY** will refund **RATES/RGV** on a prorated basis.

SECTION 3 CONSIDERATION

- 3.01** CITY shall contribute **\$7,000.00** to this Agreement.
- 3.02** RATES/RGV shall contribute **\$1,000.00** to this Agreement. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to CITY and delivered to the address indicated in Section 5.01 of this Agreement. Payment must be made within thirty (30) days after execution of this Agreement. Failure of RATES/RGV to make such payment within the subscribed time, and without a written extension from CITY may result in this Agreement terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by CITY or RATES/RGV as specified here:
- A. CITY will provide office space, electronic support, and all appurtenances required for the Interns to successfully perform his/her responsibilities. The Interns shall be stationed at the City Hall, 255 S. Kansas Ave., Weslaco, TX 78596.
 - B. The Interns will represent the CITY's interests at meetings, workshops and similar activities associated with local engineering initiatives and projects.
 - C. With academic guidance and mentorship from collaborating Rio Grande Valley University's Engineering faculty and staff, Interns will support the CITY's low impact development (LID) and green engineering initiatives, master planning, local stormwater management and land development programs.
 - D. RATES/RGV will provide support to the Intern as warranted and reasonable to enhance these projects by evaluating innovative ideas, seeking grant funding, supporting education and outreach activities, and providing academic resources to disseminate ecological, engineering and environmental information.
 - E. The Interns funded by and through this Agreement shall confer and consult routinely with the CITY's Designated Representative.
 - F. As RATES/RGV students, the Interns will report to the LRGV TPDES Task Force Liaison as needed and as specified by RATES/RGV.
 - G. RATES/RGV will provide support to the Interns and the CITY, as necessary and reasonable, to promote effective participation in local initiatives contemplated by this Agreement.

- H. Funds paid to **CITY** will be earmarked in a **CITY** account for use only by **CITY** for this Agreement. Any unappropriated funds will be returned to **RATES/RGV**.
- I. Funds given to **CITY** under this Agreement will be utilized by **CITY** to pay costs limited to the Interns' salaries. **CITY** is not required to provide fringes, including but not limited to health benefits, to the Intern.
- J. **CITY** will provide each Intern with a monthly salary of \$1,750.00. Payment of such allotment is due in two single payments of \$1,750.00 each or may follow the **CITY's** payroll schedule, tendered by check or wired transfer, payable to the Intern. Travel expenses associated with **CITY** related travel shall be provided by the **CITY**. **RATES/RGV** shall provide travel support on a case by case basis. Training expenses shall be negotiated on a case by case basis.

4.02 The following are the internship eligibility requirements:

- A. Application package must be submitted to **RATES/RGV**. Applicant must meet all **RATES/RGV** requirements. Application package shall include, but not limited to:
 - Essays
 - Application form
 - References
- B. Minimum BS GPA 3.0. **CITY** or **RATES/RGV** may waive this requirement.
- C. Must meet all **CITY** Human Resources requirements and comply with policies specified by the **CITY** (i.e. City of Weslaco Personnel Policies and Procedures Manual, Safety and Accident Prevention Manual, etc.).
- D. Texas Driver's License required.
- E. Interns must be eligible to work in the United States.

4.03 The following is the selection process:

- A. **RATES/RGV** will receive internship applications from selected students. A **RATES/RGV** committee shall select at most, three (3) applicants after screening, and assuring **RATES/RGV** and **CITY** eligibility requirements are met. Committee shall consist of the **RATES/RGV** Program Manager, LRGV TPDES Task Force Liaison and the Chairperson of the Lower Rio Grande Valley TPDES Stormwater Task Force.
- B. Up to three (3) names of applicants will be submitted to the **CITY** for review.
- C. **CITY** shall hire two (2) applicants for the Internship positions pending clearance of background check, budget and drug screening.

- D. Internship shall be for a period not to exceed seventy (70) calendar days during the academic summer. Intern may participate in the TFSIP a maximum of two (2) summer periods.
- E. In case of separation, where an Intern is unable to fulfill his or her requirements, **RATES/RGV** shall find a replacement pursuant to Section 4.02 and 4.03.
- F. Employment disciplinary actions will follow **CITY** policies and procedures.
- G. Academic disciplinary actions will follow Intern's University policies and procedures.

4.04 The following are the Intern requirements:

- A. Abide by all **RATES/RGV** and **CITY** policies and procedures.
- B. Maintain good standing with University's academic standards.
- C. Assure satisfactory performance with all assignments, assigned duties and responsibilities and represent the best interests of **RATES/RGV** and **CITY** with utmost ability.
- D. Must be an undergraduate student at a University College of Engineering.

SECTION 5 MISCELLANEOUS

5.01 *Addresses:* Funding or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **RATES/RGV** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: City of Weslaco
Attn: Alberto Aldana
255 S. Kansas Ave.
Weslaco, Texas 78596
(956) 447-3403 Office
(956) 973.3128 Fax
aaldana@weslacotx.gov

RATES/RGV: RATES/RGV
C/O Jodi Lees
P.O. Box 697
Edinburg, TX 78540
jelees@office.ratesresearch.org
(956) 609-9060 (office)
(956) 540-9384 (cell)

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **RATES/RGV**.
- 5.04** Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by **CITY** and **RATES/RGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **RATES/RGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06** Non-waiver: A waiver by either **CITY** or **RATES/RGV**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **RATES/RGV** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **RATES/RGV**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** Nondiscrimination: **CITY** and **RATES/RGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national

origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

5.12 Dispute Resolution:

- A. Any controversy claim or dispute between **CITY** and **RATES/RGV** relating to the provisions of this MOU or the breach, termination or validity thereof shall upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, 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. Any notice of dispute tendered by **CITY** should be addressed to Jodi Lees, Chief Financial Officer, **RATES/RGV**.

EXECUTED the _____ day of _____, 2021, by **CITY**, by its duly authorized agent the CITY COMMISSION.

CITY OF WESLACO

By: _____
David Suarez
Mayor

Attest: _____
Norma A. Cantu
City Secretary

EXECUTED the 10th day of June, 2021, by **RATES/RGV**, by its duly authorized officer.

“RATES/RGV”

By:  _____
Andrew N. Ernest
President and CEO, RATES



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4301	
From: Joel Rivera			
Subject: Approval to accept Wal-Mart's Community Grant (Request ID 68492373) from Facility #1041 and Facility # 6159 for the total amount of \$6,000 with NO MATCH and REOCCURRING COSTS required to purchase supplies, promotional products, and gifts for community events and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Together, Walmart and the Walmart Foundation generally provide more than \$1 billion in cash and in-kind to support programs that align with our philanthropic priorities. Their philanthropic approach is rooted in their company's mission to create opportunity, so people can live better. Through the philanthropic investments of Walmart.org, we strive to systematically address some of the biggest economic, environmental, and social challenges faced in the world today. But we can't do it alone. We work closely with our grantees to address large scale environmental and social challenges.			
Funding Source (budget code, if applicable): Wal-Mart Community Grant Program Request ID 68492373 Facility 1041 Wal-Mart Community Grant Program Request ID 68492323 Facility 6159			
Amount: \$3,000 \$3,000	Term of Impact: 12 months 12	Identified in Current Budget: No	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Mike Perez		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Recommend Approval			
Attachments, if any: 06-08-2021 Wal-Mart Community Grant Program \$3,000.00 (Facility No 1041) , 06-			

08-2021 Wal-Mart Community Grant Program \$3,000.00 (Facility No 6159)
--

Responsibilities upon Approval:
--

Walmart Facility# 1041 Community Grant Request Status: Request ID 68492373

cgadmin@cybergrants.com <cgadmin@cybergrants.com>

Sat 6/5/2021 7:16 PM

To: Robert Lopez <rlopez@weslacotx.gov>

Dear Grantseeker,

Congratulations! Facility # 1041 has recommended your Community Grant application, Request ID 68492373, to receive a \$3,000.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries. For your reference we have provided the check information and address below:

Invoice # 69423887

Address:

255 S KANSAS AVE
Weslaco, TX 78596

You will also receive a final confirmation notice once the application has passed final review with the additional payment details, but we wanted to keep you informed on the status of your request.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team

CG/JMAIL/210212411

From: cgadmin@cybergrants.com <cgadmin@cybergrants.com>
Sent: Tuesday, June 15, 2021 8:14:26 PM
To: Robert Lopez <rlopez@weslacotx.gov>
Subject: Walmart Facility# 6159 Community Grant Request Status: Request ID 68492323

Dear Grantseeker,

Congratulations! Facility # 6159 has recommended your Community Grant application, Request ID 68492323, to receive a \$3,000.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries. For your reference we have provided the check information and address below:

Invoice # 69507633

Address:

255 S KANSAS AVE
Weslaco, TX 78596

You will also receive a final confirmation notice once the application has passed final review with the additional payment details, but we wanted to keep you informed on the status of your request.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team

CG/JMAIL/210865535



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4347
From: Joel Rivera		
Subject: Approval of a Memorandum of Understanding between U.S. Immigration and Customs Enforcement and Weslaco Police Department for assistance with Homeland Security Investigations and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: Request approval for the MOU between U. S. Immigration and Customs Enforcement Homeland Security Investigations and Weslaco Police Department. The purpose of this MOU is to assist HSI when they determine that it is desirable for certain sworn law enforcement employees of Weslaco Police Department to perform certain HSI duties.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: Was reviewed and approved during City Commission Regular Meeting on June 5, 2018		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ROXANNE SAAVEDRA ROBERT LOPEZ Mike Perez		Created/Initiated New
City Manager Comments: Approved.		
Staff Recommendation: Recommend Approval		
Attachments, if any: Weslaco PD TFO- Title 19 MOU 2021		
Responsibilities upon Approval: Weslaco Police Department will process accordingly and execute documents.		

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS

and

Weslaco Police Department

regarding

THE DESIGNATION OF

Weslaco Police Department

EMPLOYEES

AS CUSTOMS OFFICERS (EXCEPTED)

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

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

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

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

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

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

Weslaco Police Department agrees:

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

Both Parties agree:

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

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

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

6. POINTS OF CONTACT.

HSI Office: HSI Brownsville

Name: Alfredo Ibanez

Title: Assistant Special Agent in Charge

Address: 1800 Paredes Line Road

Brownsville, Texas 78521

Telephone Number: (956) 542-7831

Fax Number: (956) 548-2689

E-mail Address: Alfredo.Ibanez@ice.dhs.gov

Weslaco Police Department:

Name: Dr. Joel Rivera

Title: Chief of Police

Address: 901 North Airport Drive

Weslaco, TX 78596

Telephone Number: (956) 973-4800

Fax Number: (956) 969-0762

E-mail Address: Joel.rivera@weslacotx.gov

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

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

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

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

- 8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

- 9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

- 10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

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

Dr. Joel Rivera
Chief of Police
Weslaco Police Department

Date: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4416	
From: Joel Rivera			
Subject: Authorization to apply to the 2021 Community Policing Development (CPD) De-Escalation Training Solicitation Program for an amount not to exceed \$200,000 with NO MATCH REQUIRED and NO RECURRING COSTS to support our ability to build and maintain our officer's de-escalation proficiency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The U.S. Dept. of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2021 Community Policing Development (CPD) program. CPD funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.			
Funding Source (budget code, if applicable): COPS Grant			
Amount: \$200,000		Term of Impact: 24 months	Identified in Current Budget: No
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ROBERT LOPEZ Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approved.			
Staff Recommendation: Recommend Approval			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 6, 2021	Agenda Item No. (to be assigned by PCE): 2021-4417
From: Joel Rivera	
Subject/Agenda Item: Authorization to apply to the BJA FY21 Body-Worn Camera Policy and Implementation Program for an amount not to exceed \$250,000 with a 50% MATCH and RECURRING COST of \$20,000 to purchase Body Worn Camera Kits and authorize the Mayor to execute any related documents. (Staffed by Police Department.)	
Discussion/Overview: The purpose of the FY 2021 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies (BWCPIP-LEA) is to fund the purchase of body-worn cameras (BWCs) that are implemented as part of comprehensive BWC programs. Law enforcement agencies across the country and worldwide are using body-worn cameras as a promising tool to improve law enforcement interactions with the public. Some preliminary evidence indicates that the presence of BWCs helps strengthen accountability and transparency, and can assist in deescalating conflicts, resulting in more constructive encounters between the police and members of the community. Funding can be used to support pilot BWC programs, establish new BWC implementation, or expand existing programs.	
Statement of Hardship: Budget Amendment	
Advisory Review, if any (name of board/committee, date of action, recommendation):	
Staff Recommendation for Commission's Action: Recommend Approval	
Attachments, if any:	
Responsibilities upon Commission's Action: Finance will report FSR and create separate budget code for grant.	



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4366
From:		
Subject: Discussion and consideration on Resolution 2021-37 appointing a member to the Parks and Recreation Advisory Board for a term set to expire August 1, 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreations Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution 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 OMAR RODRIGUEZ Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Parks Recreation Advisory Board as of 031721 mv, Parks and Rec applicant roster as of 061721av, Board App - Carla Mcaleb dated 100120, Board App - Edward Mejia dated 100620, Board App - Mario Cano as of 120120, Letter from Carla McCaleb - 20210623_June 23 2021, R2021-37 Parks and Rec expired term		
Responsibilities upon Approval:		

PARKS & RECREATION ADVISORY BOARD

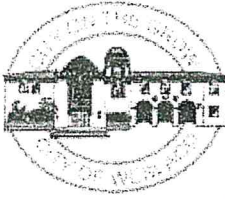
<u>NAME</u>	<u>TERM EXPIRES</u>
Alejandro Livas	08/01/2023
Caleb Joseph Cavazos	08/01/2023
Carla McCaleb	08/01/2021
Alvaro A. Ibarra	08/01/2022
Johnny Cavazos	08/01/2022
Nina Torkelson	08/01/2022
Jose Calderon	08/01/2022

Please note: terms expire on the first (1st) day of August of each year in compliance with Ordinance 83-15 Section 98-86 for the Parks & Recreation Board.

APPLICANTS PARKS AND RECREATION BOARD

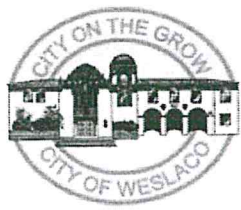
FIRST NAME	LAST NAME	APPLICATION DATE
Edward	Mejia	10/06/2020
Mario	Cano	12/01/2020
Carla	McCaleb	10/01/2020

As of 06/17/21 av



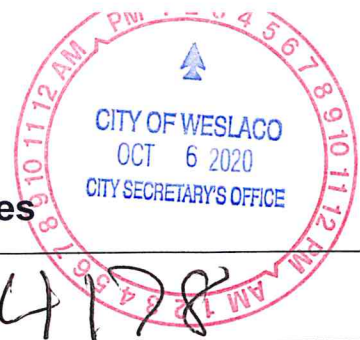
Application for Service City of Weslaco Boards and Committees

Name of Applicant: Carla McCalis		Telephone Number: 956-650-2841	
E-Mail Address: carla@mccalebfuneralhome.com		Alternate Phone Number (work/cell):	
Home Address: 1401 Woodland Dr.		☐ Inside City Limits ☐ Outside City Limits	
City: Weslaco	State: TX	Zip Code: 78596	
How many years have you lived at this residence? 16		Do you own this house? ☒ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) Parks Board 2.) 3.)			
List of Civic Involvement and Business Experience: Chamber Board of Directors, Weslaco Chamber Red Coats, Literary Festival, Childrens Bereavement Center, Brief Support Group			
Have you been bonded or eligible to obtain one? ☒ Yes or ☐ No		Have you sued the City? ☐ Yes or ☒ No	
Are you related to any member of the Commission? ☐ Yes or ☒ No		If so, who and how?	
Have you previously served on a City board? ☒ Yes or ☒ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☒ No		If so, which and when?	
Do you consent to release this info to the public? ☒ Yes or ☐ No		Are you age 25 or older? ☒ Yes or ☐ No	
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? ☒ Yes or ☐ No		Timestamp of Receipt: 	
Applicant's Signature: 			
Optional Demographic Information: Self Identification			
Gender: F			
Age: 47			
Race: W			
Religion: Baptist / Christian			
Citizenship: US			

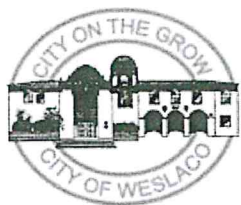


Application for Service

City of Weslaco Boards and Committees



Name of Applicant: Edward Mejia		Telephone Number: 956-450-4178
E-Mail Address: edmejia308@gmail.com		Alternate Phone Number (work/cell):
Home Address:		☐ Inside City Limits ☐ Outside City Limits
City: Weslaco	State: TX	Zip Code: 78596
How many years have you lived at this residence? 32		Do you own this house? ☒ Yes or ☐ No
Preference for consideration, naming committees on which you desire to serve: 1.) Parks Board 2.) Airport Board 3.) Library Board		
List of Civic Involvement and Business Experience:		
Have you been bonded or eligible to obtain one? ☒ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☒ No
Are you related to any member of the Commission? ☐ Yes or ☒ No		If so, who and how?
Have you previously served on a City board? ☒ Yes or ☐ No		If so, which and when?
Have you ever been elected to public office? ☐ Yes or ☒ No		If so, which and when?
Do you consent to release this info to the public? ☐ Yes or ☒ No		Are you age 25 or older? ☒ Yes or ☐ No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:
Applicant's Signature: [Signature]		
Optional Demographic Information: Self Identification		
Gender: M		
Age: 33		
Race: Hispanic		
Religion: Catholic		
Citizenship: U.S.		



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Mario Cano		Telephone Number: 956-532-8987	
E-Mail Address: Imario.cano@gmail.com		Alternate Phone Number (work/cell):	
Home Address: 1604 Sahara Dr		☒ Inside City Limits ☐ Outside City Limits	
City: Weslaco	State: TX	Zip Code: 78596	
How many years have you lived at this residence? 5 months		Do you own this house? ☒ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) Parks + Rec 2.) Drainage Board 3.)			
List of Civic Involvement and Business Experience: Previous Business Owner (Cano's Quick Stop) Planning + Zoning (City of Mercedes) #1 County Parks Volunteer			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☒ No	
Are you related to any member of the Commission? ☐ Yes or ☒ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☒ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☒ No		If so, which and when?	
Do you consent to release this info to the public? ☒ Yes or ☐ No		Are you age 25 or older? ☒ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt: RECEIVED DEC 01 2020 BY: <u>Elisite</u>	
Applicant's Signature: Mario Cano			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

Carla Mccaleb
1401 Woodland Dr.
Weslaco, TX 78596

Aida Vega,
City of Weslaco Deputy City Secretary
255 S Kansas Weslaco, TX 78596

June 23, 2021

Dear Aida Vega,

I have served on the Parks Board for the past year. I am excited about the new projects on the horizon and the city getting back to some sense of normalcy. I would like to express my interest in remaining on board for another year if needed. Please let me know if you need any additional information from me.

Kind Regards,



Carla McCaleb
956-650-2841/carla@mccalebfuneralhome.com

RESOLUTION NO. 2021-37

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PARKS & RECREATION BOARD.**

WHEREAS, the City of Weslaco has established the Parks & Recreation Board pursuant to Section 98-83 of the Weslaco Municipal Code of Ordinances; and

WHEREAS, the terms of the members of this board are for three years; however, following the restructuring of this Board to consist of seven members, certain terms shall be assigned for two years so that terms are staggered such that no quorum of members expires simultaneously; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS appoint/reappoint the following individual to serve on the Parks & Recreation Board:

NAME

TERM ENDING

August 01, 2024

PASSED AND APPROVED on this 6th day of July 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4369	
From:			
Subject: Discussion and consideration to approve scoring matrix for Fire and Police with Municipal Court construction project and authorize the Mayor to execute any related documents. Possible action. (There was no action June 15, 2021; staffed by Airport Department.)			
Background: As per the request of the City Commission, staff is presenting a scoring matrix for bid scoring criteria for the fire and police construction project.			
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 ANDREW MUNOZ Mike Perez		Created	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Scoring Matrix - Police and Fire			
Responsibilities upon Approval: Add scoring matrix to bid specifications and solicit for competitive sealed bids.			

Weslaco Fire and Police Scoring Matrix

1 Proposal Price: 50 Points Max

1.1 Base Bid (Bid Proposal Form) **50 Points Max**

2 Qualifications/Experience: 10 Points Max

2.1 Number of years in business **Three Points Max**

2.2 List similar projects, client and construction cost **Three Points Max**

2.3 Provide contractor's qualification statement form (Ex. AIA 305) **Four Points Max**

3 Financial Strength: 10 Points Max

3.1 List similar projects with a budget of over \$8 million dollars **Three Points Max**

3.2 Number of Liens placed on the project **Two Points Max**

3.3 Bonding capacity **Five Points Max**

4 Past Performance: 18 Points Max

4.1 List ten (10) projects for which company have provided services in the past five years. **Four Points Max**
Provide name, telephone number of contact person

4.2 Describe history of change order and proposed method of detailing cost of change orders. **Ten Points Max**

4.3 Were the projects completed on schedule and were warranty items completed timely. **Four Points Max**

5 Contractor Management/Personnel: 7 Points Max

5.1 Provide resume of proposed project manager, project superintendent and oth key personnel **Three Points Max**

5.2 Provide proposed project team strucutre **Two Points Max**

5.3 Requests for Proposal completeness **Two Points Max**

6 Sub-Contractors List: 5 Points Max

6.1 List proposed Subcontractors for this Project **Three Points Max**

6.2 Number of accidents/injuries on the worksite **Two Points Max**



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4370	
From:			
Subject: Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Three-fourths vote required. Possible action. (There was no action June 15, 2021; Staffed by Planning and Code Enforcement 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):			
NORMA CANTU REBEKAH DE LA FUENTE Mike Perez		Created	
City Manager Comments: Conditional Use Permit will be distributed at meeting.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4371	
From:			
Subject: Discussion and consideration of award of Buyboard Contract 592-19 for the purchase and installation of sports field lighting at Judge Gilbert Garza Park in the amount not to exceed \$541,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: This project was approved during the mid-year City Commission Workshop held March 27th. These lighted fields will address the removal of lights and soccer field due to the construction of the storm-water regional detention facility to be located at Mayor Pablo Pena City Park. Staff had received estimates for this project earlier in the year and budgeted \$500,000. Two proposals were requested to light two areas at the new park: Option A: 29-27 foot candle North Play Area 400' x 200' / South Play Area 400' x 430' - \$ 569,400 Option B: 26-24 foot candle North Play Area 400' x 200' / South Play Area 400' x 430' - \$ 541,000			
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 OMAR RODRIGUEZ Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends Option B and to award purchase through Buyboard Contract vendor Musco Lighting in an amount of not to exceed \$541,000.			
Attachments, if any: Musco Buyboard TK Quote 209620			
Responsibilities upon Approval:			

Date: June 28, 2021
To: Omar Rodriguez
Parks & Rec Director, City of Weslaco

Project: North Side Sports Complex Soccer Fields
Weslaco, TX
Ref: 209620

BuyBoard

Master Project: 196290, Contract Number: 592-19, Expiration: 09/30/2021
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Option A: North Play Area 400' x 200' / South Play Area 400' x 430' -\$ 569,400

Option B: North Play Area 400' x 200' / South Play Area 400' x 430' -\$ 541,000

*Sales tax and bonding of the equipment are not included.
Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential.*

Light-Structure System™ with Total Light Control – TLC for LED® technology

Lighting Performance

- **OPTION A**
 - North Play Area Light levels of 29 foot-candles and uniformity of 2.5:1
 - South Play Area Light Levels of 27 foot-candles and uniformity of 2.5:1
- **OPTION B**
 - North Play Area Light levels of 26 foot-candles and uniformity of 2.5:1
 - South Play Area Light Levels of 24 foot-candles and uniformity of 2.5:1

System Description [Light-Structure System]

- (10) Pre-cast concrete bases with integrated lightning grounding
- (10) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system



Installation Services Provided

[See attached scope of work – See page 3]

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19**

Delivery Timing

Approximately 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement and to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Foundation to be based on Preliminary Geotechnical Report No. G18013, Dated September 19, 2019
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Tim Oordt
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 512-658-6884
E-mail: tim.oordt@musco.com

North Side Sports Complex Soccer Fields Weslaco, TX Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any necessary power company fees and requirements.
6. Pay for all permitting fees, if any.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils defined in the geotechnical report dated Sept 10, 2019 and prepared by EarthCO, LLC.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction.

7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (10) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (10) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new 480V/3 Ø electrical service panels as required per panelboard 'HS' provided by Sigma.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install (1) 24" X 72" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4372
From: OMAR RODRIGUEZ		
Subject: Discussion and consideration to award the bid SPORT LIGHTING SALVAGE & DEMOLITION - RFB No.: 2020-21-26 located at Mayor Pablo Pena City Park to the lowest responsive bidder TRI-GEN Construction of Weslaco, Texas in the amount of \$92,646 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)		
Background: As part of the Kansas Los Torritos Drainage Improvement project, a stormwater regional detention facility is being constructed at Mayor Pablo Pena City Park. The Soccer fields will be impacted by this work and ultimately requires the removal of the equipment. Staff has solicited bids for this work and received two proposals.		
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: May 18th Mtg. - Commission approved the removal of the equipment and declared it surplus. Item # 2021-4150.		
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 OMAR RODRIGUEZ Mike Perez		Created/Initiated Approved New
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends award of bid to Tri-Gen Construction, LLC of Weslaco, Texas in an amount not to exceed \$92,646.		
Attachments, if any: DEMOLITION TAB 6.24.2021		
Responsibilities upon Approval:		



CITY OF WESLACO
SPORT LIGHTING SALVAGE & DEMOLITION RFB No.: 2020-21-26
Bid Opening held on: 6/24/2021 @ 10:00 AM via ZOOM

TRI-GEN CONSTRUCTION, LLC
 2900 N. TEXAS BLVD SUITE 201
 WESLACO, TEXAS 78596
 JORGE GONZALEZ
 956-447-1048
trigenconnie1@gmail.com

STX ELECTRIC
 502 EAST EXPRESSWAY 83
 WESLACO, TEXAS 78596
 SERVANDO GUTIERREZ
 956-520-8412
service@stxelectric.com

Item	Description
1	DEMOLITION - SPORT LIGHTS
2	SALVAGE MATERIALS / SALE (DEDUCT)
3	GRAND TOTAL

Total Price
\$96,021.00
-\$3,375.00
\$92,646.00
40 DAYS

Total Price
\$480,000.00
\$0.00
\$480,000.00
60 days



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4373	
From:			
Subject: Discussion and consideration on request from EDC on the Contract for Professional Services with SAMES Inc Engineering and Weslaco Economic Development Services for the proposed Weslaco Industrial Park Phase I in the amount of \$339,314 & Phase II in the amount of \$115,686 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco-EDC.)			
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):			
NORMA CANTU Mike Perez		Created/Initiated Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Contract for Professional Services with Weslaco Economic Development Corporation and SAMES, Inc.			
Responsibilities upon Approval:			

CONTRACT FOR PROFESSIONAL SERVICES

1.00 - STATEMENT OF CONTRACTING PARTIES

THIS AGREEMENT entered into this ____ day of _____ 2021, by and between **WESLACO ECONOMIC DEVELOPMENT CORPORATION.,** (OWNER) and **SAMES, Inc.** (ENGINEER).

THE ENGINEER has made an agreement with the **Weslaco Economic Development Corporation** (THE OWNER) which is herein referred to as the Prime Agreement for the proposed **“Weslaco Industrial Park Phase I & Phase II”** (PROJECT). The professional services for which the OWNER has engaged ENGINEER is generally described as follows:

2.00 – SCOPE OF SERVICES

ENGINEER does hereby agree with the OWNER to perform professional services generally described as engineering and surveying services in connection with the PROJECT and as stated in EXHIBIT “A” – Proposal, Attachment “A1 & A2” – Scope of Services. For having rendered such services, the OWNER agrees to pay the ENGINEER compensation as stated in EXHIBIT “A” – Proposal, Attachment “B1 & B2” – Billing Schedule.

3.00 – ENGINEER RESPONSIBILITIES

ENGINEER shall perform the following in a timely manner as to not delay the services required of this AGREEMENT:

- 3.1 Perform services in accordance with the terms and conditions of this AGREEMENT;
- 3.2 Provide chosen means and methods required to provide the technical services rendered in this AGREEMENT, in accordance to applicable laws, rules, regulations, ordinances, and codes which govern the project location;
- 3.3 Provide OWNER with timely updates of any communication occurrences between the ENGINEER and other professional entities and or the city;
- 3.4 Provide a work schedule correlating to the overall PROJECT schedule as specified by the OWNER.;
- 3.5 Provide hard copies of progress drawings, reports and other project information developed by the ENGINEER in the execution of this AGREEMENT to the OWNER for scheduled progress reviews;
- 3.6 Maintain communication with OWNER no less than weekly (or as otherwise required by Owner) to discuss project status, issues, and or concerns.

4.00 - PERIOD OF SERVICE - 2 years

4.1 The ENGINEER shall furnish the documents and or provide the services required for this AGREEMENT in such a sequence and at such time as may be necessary to ensure the prompt and continuous development of the design and construction of the PROJECT and as specified in subsequent.

4.2 The ENGINEER's work schedule is contingent upon the prompt delivery of information by the OWNER that would be required to progress the project/submittal of deliverables.

4.3 The ENGINEER may request in writing time extensions for delays caused by factors beyond ENGINEER's control and is understood that time extensions are contingent upon OWNER approval.

5.00 – PAYMENT

5.1 OWNER shall pay ENGINEER for services rendered in accordance to this AGREEMENT, in accordance to the terms described herein.

5.2 ENGINEER shall submit monthly invoices, no later than the 1st of each month for services rendered during the previous month. Invoices shall correspond to subsequently approved work stipulated in this agreement.

5.3 ENGINEER shall provide a progress deliverable and or report with each invoice demonstrating completion of work to date.

5.4 OWNER shall issue payment to ENGINEER no later than 30 calendar days after ENGINEER has submitted required payment application documentation and such as been approved by the OWNER.

5.5 ENGINEER fee shall constitute complete compensation for all direct labor, general and administration overhead, profit, travel, equipment, and material necessary to complete the tasks as set forth in the Scope of Services.

6.00 INDEMINIFICATION

6.01 To the fullest extent permitted by law including Chapter 151 of the Texas Insurance Code, Engineer agrees to indemnify, defend and hold harmless owner and its agents, employees, successors, affiliates and assigns ("owner-related persons") from and against all claims, damages, losses, liabilities and expenses (including, but not limited to, reimbursement of attorneys' fees expended in litigation or arbitration or enforcement of this agreement), for bodily injury or death of persons other than an employee of engineer, its agents, or its sub-engineers of any tier, to the extent caused in whole or in part by the negligent acts or omissions, of engineer, sub-engineers and all other persons for whom engineer is legally liable (a "engineer-related person"), but not to the extent caused in whole or in part by the negligent act or omission of an owner-related person.

6.02 Enforcement Costs. Expenses recoverable by the owner-related persons as part of the Engineer's indemnity obligations under this article 6 (indemnification) shall include, without limitation, all Attorneys' fees and any costs incurred by such owner-related persons in enforcing the provisions of the Engineer's indemnity obligations.

6.03 Proceedings. the Engineer shall promptly advise owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and engineer, at engineer's expense, shall assume on behalf of the owner-related persons and conduct with due diligence and in good

faith the defense thereof with counsel satisfactory to owner; provided, however, that owner and the other owner-related persons shall each have the right, at their option, to be represented therein by legal counsel of their own selection and at their own expense. In the event of failure by the Engineer to fully perform in accordance with this indemnification article, the owner-related persons, at their option, and without relieving Engineer of its obligations hereunder, may so perform, but all costs and expenses so incurred by the owner-related persons in that event shall be reimbursed by Engineer to such owner-related persons, together with interest on the same from the date any such expense was paid by such owner-related persons until reimbursed by Engineer, at the rate of interest provided to be paid on judgments under the laws of the State of Texas.

6.04 Chapter 151 Texas Insurance Code. It is the intent of the parties to this agreement not to violate the provisions of Chapter 151 of the Texas Insurance Code. In the event that any provision of this agreement violates the provisions of Chapter 151 of the Texas Insurance Code, this agreement shall be revised to limit this agreement to comply with Chapter 151 of the Texas Insurance Code.

6.05 Survival. The indemnities in this article 18 (indemnification) survive the expiration or earlier termination of this agreement, the final completion of the engineering services, and any other services to be provided pursuant to this agreement.

7.00 – CHANGES IN WORK

7.1 The OWNER may at any time by written notice, make changes in this AGREEMENT that increase or decrease the work and services hereunder. If such changes cause an increase or decrease in the cost of, or time required for performance, an equitable adjustment may be made, and this AGREEMENT may be changed in writing by a supplemental agreement between the OWNER and the ENGINEER. The supplemental agreement will set forth the proposed changes in work, extension of time for completion, and adjustment of the compensation to be paid the ENGINEER, if any. If the parties fail to agree on the adjustment, the dispute will be determined as provided in section 7.2 of this AGREEMENT; but nothing in this section will excuse the ENGINEER from promptly and diligently proceeding with the work and services so changed.

7.2 If the ENGINEER believes that additional compensation, time, or both is due for work and services not covered by this AGREEMENT, it will promptly notify to the OWNER in writing of its request for such additional compensation, time, or both. The ENGINEER will give this notice before it begins the work on which the request is based. If notification is not given, no claim for extra compensation will be considered. Such notice by the ENGINEER will not be construed as proving the validity of the claim. The request must be approved by the OWNER in writing before a request is approved. If the request is found to be just, in the sole discretion of the Owner, it will be allowed and paid for as "extra work" in accordance with the terms of a supplemental agreement.

8.00 - INSURANCE

ENGINEER shall procure and maintain insurance requirements as stated herein. Certificates indicating that all such insurance is in effect will be provided to OWNER by ENGINEER. The following shall be provided:

- (a) Worker's compensation and employer's Liability Insurance as required under laws applicable to the work which shall cover all the ENGINEERS employees engaged in work.

- (b) Commercial General Liability Insurance coverage with limits not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence.
- (c) Business Automobile Liability Insurance covering all hired, scheduled, and non-owned automobiles use in connection with the work, with limits not less than \$1,000,000 combined single limit.
- (d) Professional Liability covering \$1,000,000 per claim limit.

OWNER to be named as additional insured on coverage specified as (b) and (c).

In the event of a non-renewal or cancellation of such insurance, thirty (30) calendar days' written notice must be given to the OWNER before the non-renewal or cancellation.

The Certificate of Insurance shall be attached hereto and identified as Exhibit "B" – Insurance.

9.00 - TERMINATION

The OWNER may terminate this AGREEMENT without cause in whole or in part at any time by giving the ENGINEER 30 day's written notice. At the end of that notice period, the ENGINEER must/will have discontinued all work and services and will have delivered to the OWNER all hard copy records, drawings, field notes, plans, and other completed or partially completed data, and final invoice for work completed to date.

10.00 – ENCLOSURES

Attached hereinafter and made part of this AGREEMENT is Exhibit A – Proposal (consisting of 11 pages).

11.00 - DOCUMENTS

All CAD drawings, reports, data, and other project information developed in the execution of the work and submitted to THE OWNER shall be the property of the OWNER once payments to the ENGINEER for fees for services has been received by the ENGINEER. The ENGINEER may retain copies for record purposes. The ENGINEER agrees to indemnify the ENGINEER from all expenses, loss, and damages caused by the use of the documents for other projects without the concurrence of the ENGINEER.

12. – Additional Provisions

1. Records, Accounting, Inspection. The Engineer shall keep full and detailed records and accounts in a manner approved by the Owner. On no less than ten (10) days' written notice, the Engineer shall make available to Owner's authorized personnel and Owner's auditors full access to the work performed by the Engineer regarding the Project and to all of the Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to the Project. The Engineer shall preserve all such records for no less than five (5) years after the termination of this Agreement.

2. Engineer's Seal, Responsibility and Warranties.

2.01 Engineer's Seal. The Engineer shall assign a responsible Engineer or Engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate Engineering submissions to the Owner in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

2.02 Engineer's Responsibility. The Engineer shall be responsible for the accuracy of the work for the Project and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the Engineer. No additional compensation will be made to the Engineer for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the Engineer.

The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Owner or a designee appointed by the Owner. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the Project has been completed.

2.03 Warranties.

(a) The Engineer warrants that Engineering design work performed by the Engineer hereunder shall be in accordance with sound Engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Owner and the Engineer agree and acknowledge that the Owner is entering into this Agreement in reliance on the Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Engineer covenants with the Owner to use the Engineer's best efforts, skill, judgment and abilities to design the Project and to further the interests of the Owner in accordance with the Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of Plans Specifications & Estimates (PS&E) are identified in the scope of services to be provided by the Engineer, prior to the commencement of any construction the Engineer shall certify in writing to the Owner that the PS&E, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The Engineer represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent the Engineer from performing the scope of services required.

(c) The Engineer represents, covenants and agrees that the scope of services, from the inception until the Project has been fully completed, shall be of the standard and quality which prevail among Engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of the Project.

(d) The Engineer represents, covenants and agrees that the Engineer's special talent, training and experience cause the Engineer to be the prime professional on the Project; that because of such talent and training, the Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable the Engineer to recognize dangerous conditions that a reasonable, prudent Engineer having such special skills could anticipate may arise from the proper use of the Project after acceptance by Owner; and that the Engineer recognizes that any board members, officials, employees and agents of the Owner, plus residents and owners of property within the area affected by the Project are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(e) The Engineer represents, covenants and agrees that the PS&E will be accurate and free from any material errors. The Engineer additionally represents, covenants and agrees to the following: (i) that the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in any PS&E developed by the Engineer; (ii) that the result of such PS&E, if built in accordance therewith, will be suitable for purposes for which the Project is designed; and (iii) the Project will be inspected in a workmanlike, professional manner and will be suitable for the Project's intended purpose. The Engineer's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of any PS&E developed by the Engineer, nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Engineer's skill and knowledge in preparing such PS&E.

(f) In connection with the Engineer's performance of procurement services hereunder, if any, the Engineer use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the Owner.

3. Engineer's Resources. The Engineer shall furnish and maintain, at the Engineer's own expense, office space for the performance of all engineering services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the Engineering Services as required under this Agreement.

3.01 Project Manager. The Engineer shall provide a manager (the "Project Manager") for the Project who must be a registered professional engineer in the State of Texas. The Project Manager shall have such knowledge and experience as will enable that Project Manager complete the Engineering Services in compliance with the terms of each Work Authorization and this Agreement.

3.02 Employees of the Engineer. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the engineering services under this Agreement. Any employee of the Engineer, including the Project Manager, who, in Owner's sole opinion, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Project by Engineering when so instructed by the Owner. The Engineer certifies that the Engineer presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the scope of services under this Agreement.

4. Compliance with Laws. The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the Engineer shall furnish the Owner with satisfactory proof of its compliance therewith.

5. Non-collusion. The Engineer warrants that the Engineer has not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that the Engineer has not paid or agreed to pay any company, Engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the Owner shall have the right to annul this Agreement without liability or, in the Owner's discretion, to deduct from the Engineer's compensation, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

6. Gratuities. The Owner mandates that employees of the Owner shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Owner under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the Owner under this Agreement may not make any offer of benefits, gifts or favors to Owner employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this provision may result in the termination of this Agreement.

7. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the Owner.

8. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

The Economic Development Corporation of Weslaco
Attn: Steven M. Valdez
Executive Director
275 S. Kansas, Suite #A
Weslaco, TX 78596

ENGINEER:

SAMES, Inc.
Attn: Samuel D. Maldonado, PE. RPLS
200 South 10th Street, Suite 1500
McAllen, Texas 78501

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

10. Owner's Remedies. In the event Engineer defaults in its performance of the services hereunder, Owner shall be entitled to enforce all rights and remedies available at law or in equity.

11. Miscellaneous Provisions.

- (a) This Agreement constitutes the entire Agreement between the Engineer and the Owner relating to the services herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the Owner or the Engineer not set forth herein.
- (b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the Owner unless in writing and executed by an officer or employee of the Owner specifically authorized to do so.
- (c) No waiver of any provision of or a default under this Agreement shall affect the right of the Owner thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.
- (d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the Owner's right with respect to any liabilities whether or not liquidated of the Engineer to the Owner theretofore accrued.
- (e) All rights and remedies of the Owner specified in this Agreement are in addition to the Owner's other rights and remedies.
- (f) The Engineer shall remain an independent contractor and shall have no power nor shall the Engineer represent that the Engineer has any power to bind the Owner or to assume or to create any obligation express or implied on behalf of the Owner except as specifically authorized in advance by the Owner.
- (g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.
- (h) This Agreement may only be amended by a written document executed by the Owner and the Engineer.
- (i) Engineer hereby certifies that it is not on the Texas Comptroller's list of companies known to have contracts, with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law and hereby certifies and verifies that neither

Engineer, nor any affiliate, subsidiary, or parent entity of Engineer, if any, boycotts Israel, and Engineer agrees that Engineer and each of its affiliates, subsidiaries, or parent entities will not boycott Israel during the term of this agreement.

(j) Signatory Warranty The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

(k) Immunities. Nothing in this Agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

(l) HB 89 and SB 252 Certification. Engineer hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts, with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Engineer hereby verifies and certifies that neither Engineer, nor any of its affiliates, subsidiaries, or parent entities, if any, boycotts Israel. Engineer agrees that Engineer and any of its affiliates, subsidiaries, or parent entities will not boycott Israel during the term of this Agreement.

[Signature page follows.]

13.00 - SIGNATURES

This AGREEMENT, being intended to secure the professional services of SAMES, Inc. constituting the firm that is a party to This AGREEMENT and referred to collectively as the ENGINEER, will not be assigned, sublet, or transferred without the written consent of the OWNER. This AGREEMENT will inure to the benefit of and will be binding on the personal representatives and legal successors of the respective parties to it.

By the execution of this AGREEMENT, the ENGINEER certifies that it has fully complied with all requirements authorizing it to do business in Texas.

IN WITNESS WHEREOF, the parties to this AGREEMENT have made and executed below as of the day and year first written below.

Benita R. Valadez
Board President
Weslaco Economic Development Corporation

DATE

Samuel D. Maldonado, PE, RPLS
SAMES, Inc.

DATE

Enclosures:
Exhibit "A" – Proposal
Exhibit "B" – Insurance

EXHIBIT “A” - PROPOSAL

SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South 10th Street, Suite 1500, McAllen, Texas 78501
Phone: (956) 702-8880 Fax: (956) 702-8883

May 24, 2021

Steven Valdez
Interim – Executive Director
Weslaco Economic Development Center
275 S. Kansas Avenue Ste. A
Weslaco, TX 78596

Re: Development Proposal
 ADAMS TRACT AN IRR N80'-FT-1057; 61.56 AC FT108. 65.17 AC NET
 ADAMS TRACT FT 1056 40.0AC EXC 1.0AC & EXC N80' 36.56AC NET
 ADAMS TRACT AN IRR TR N80'-FT 1057; 61.56AC-FT1058. 65.17 AC NET

Mr. Valdez,

Thank you for your consideration in SAMES, Inc. for your future development of the Weslaco Industrial Park. We are pleased to submit this Development Proposal for the above-mentioned properties proposed to be subdivided into a two (2) phase industrial park.

As per our understanding of the project objective, this proposal demonstrates the Surveying Services and Civil Engineering Services anticipated for the completion of the development process and associated public improvement requirements by The State of Texas, the County of Hidalgo, and the City of Weslaco for both Phase I & Phase II.

Please find attached the following exhibits;

- Attachment A1 & A2 – Scope of Services
- Attachment B1 & B2 – Billing schedule for Public Improvements

SAMES, Inc. proposes to provide the services noted above and detailed in Attachment A1 & A2 for a lump sum price of:

- **Phase I - \$339,314.00**
- **Phase II - \$115,686.00**

Should you have any questions for would like to discuss further, please contact me at 956-702-8880. We will proceed with the scope of work upon receipt of the executed contract and authorization to proceed.

Respectfully,

Jessica M. Maldonado, P.E., P.M.P.
Director of Professional Services
SAMES, Inc.

EXHIBIT “B” - INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas, Baldwin Cox Allen 5930 Preston View Blvd Ste 200 Dallas TX 75240-4782		CONTACT NAME: Laura Shone PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No): (972) 644-8035 E-MAIL ADDRESS: laura@baldwinagency.com	
INSURED SAMES, Inc. DBA: Sam Engineering & Surveying 200 S. 10th Street, Suite 1500 McAllen TX 78501		INSURER(S) AFFORDING COVERAGE INSURER A: Burlington Insurance Company INSURER B: Starstone National Insurance Company INSURER C: Lexington Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23620 25496 19437	

COVERAGES

CERTIFICATE NUMBER: CL2010116483

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			674BW54087	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☐ POLICY ☒ PROJECT ☐ LOC								
		OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	☐ AUTOS ONLY							\$	
								\$	
								\$	
								\$	
								\$	
								\$	
B	☒ UMBRELLA LIAB			87449X200ALI	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 5,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
	☐ DED	☐ RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐ Y ☐ N						
	If yes, describe under DESCRIPTION OF OPERATIONS below								
							PER STATUTE		OTH-ER
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
C	Professional Liability			031565508	10/01/2020	10/01/2021	Each Claim	\$3,000,000	
							Policy Aggregate	\$3,000,000	
							Deductible	\$50,000 Per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Weslaco Industrial Park

The General Liability Policy provides Blanket Additional Insured for Ongoing and Completed Operations as required by written contract. A Waiver of Subrogation is provided for General Liability and Professional Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Weslaco Economic Development Corporation
275 S Kansas Ave

Weslaco

TX 78596

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Padron Insurance Agency d/b/a SafeGuard Insurance Agency 902 W. Hackberry Ave McAllen TX 78501		CONTACT NAME: Jessica Lopez PHONE (A/C, No, Ext): (956) 664-2246 E-MAIL: jlopez@safeguardnow.com ADDRESS: jlopez@safeguardnow.com		FAX (A/C, No): (956) 608-6402	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Mercury Insurance			
		INSURER B: Texas Mutual Fund			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 21-22

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						PIP-Basic \$ 5,000
	☐ NON-OWNED AUTOS ONLY						
		Y	Y	BA420000017320	06/26/2021	06/26/2022	
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y ☐	N/A	0001273721	08/05/2020	08/05/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Weslaco Industrial Park

Auto, automatic Additional Insured is included per form #MCA85101215, as required by written contract. Auto, Waiver of Subrogation is included per form #MCA85101215. Workers Compensation Waiver of Subrogation is included per form #WC 4203 as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Weslaco Economic Development Corporation 275 S Kansas Ave. Weslaco TX 78596		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE Cindy Dyer

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ATTACHMENT "A1"
SCOPE OF SERVICES

Services to be provided by SAMES, Inc.

As per our understanding of the requirements for this project, we will be providing Professional Surveying, Development & Engineering Services for the proposed Subdivision of a 161.8 Acre tract of land located at the northeast intersection of FM 1015 & Mile 9 near Weslaco, TX. Said tract shall be subdivided into two (2) phases, Phase I (± 93.13 Ac.) and Phase II (± 68.67 Ac.) for the development of industrial/commercial use. Such services will follow the State of Texas & City of Weslaco Planning & Zoning Standards.

The anticipated work to be furnished under this Authorization for Professional Services related to **Phase I** of the proposed subdivision are detailed as follows (this list is not intended to be comprehensive):

- I. **SURVEYING SERVICES**- services under the surveying process include:
 - a. **Boundary Survey of PhI & PhII** – Provide signed and sealed boundary survey plat to Owner
 - b. **Field Topography Survey of PhI & PhII** – Establish on-site vertical and horizontal control for design
 - c. **Utility Locates on Ph I & PhII** – For the approximate establishment of dry and wet utilities
 - d. **Title Report of PhI & PhII** – Obtain title report for documentation of all easements on site
 - e. **Final Survey Plat & Signature of Ph I Only** – by Registered Professional Land Surveyor
 - f. **Lot Pin Setting of Ph I Only** - setting of all new property pins
 - g. **As-builts of Ph I Only** - Surveying Field work of newly installed improvements
- II. **DEVELOPMENT PROCESS** – services under the Development Process include;
 - a. **Pre-Development Meetings for PhI & PhII** – Coordinate pre-development meetings with applicable local entities to discuss preliminary and final plat requirements for the overall development of Phase I and Phase II. Such entities will include City of Weslaco, Hidalgo & Cameron Counties Irrigation District #9 (HCCID9), Hidalgo County Drainage District #1 (HCDD1), Texas Department of Transportation (TxDOT), and North Alamo Water Supply Corporation (NAWSC).
 - b. **Annexation of PhI & PhII** – Preparation of petition for voluntary annexation to be within City of Weslaco City limits and applicable City applications for approval.
 - c. **Re-zoning of PhI & PhII** – Preparation of zoning application & approvals to rezone to industrial/commercial use
 - d. **Public Involvement Meetings with Citizens for Re-Zoning of PhI & PhII** – Attendance at (up to 2 or more if required by city/county or other governing entity) citizen public involvement meetings for the support of re-zoning of such property to industrial/commercial use. Such task shall include preparation of exhibits and conduct presentations as needed.
 - e. **Variances (if needed)**- Preparation of variance applications and submittals necessary for Owner to obtain variances.
 - f. **City Public Meetings** - Attend Planning and Zoning Commission, City Commission and any other public entity meetings throughout the duration of the project when placed onto agenda.
 - g. **Drainage Report for PhI & PhII** – Preparation and submittal of drainage report to Hidalgo County Drainage District #1 and City of Weslaco Planning Dept. necessary for Owner to obtain approval.
 - h. **Preliminary Submittals of Ph I Plat** – Preparation of the preliminary plat, utility layout, and drainage layout to submit to applicable entities as per respective entity requirements. (City, HCDD1, HCCID9)
 - i. **Letter of Exclusion for Ph I Tract** – Preparation of letter and application to HCID#9 for the exclusion of property currently utilizing irrigation lines for agricultural purposes and disassociate property from future HCCID#9 irrigation taxes, if required.

- j. **Applications & Submittals of Ph I Plat** – Preparation of necessary plat applications and submittals for approval through the City of Weslaco Planning & Zoning Department and City Council. Such submittals shall include;
 - 1. Pre-Application Submittal
 - 2. Preliminary Plat Submittal
 - 3. Final Plat Submittal
 - 4. Preparation of Mylar for Recording
 - k. **Utility Coordination for Ph I Approvals** – coordination with utility agencies to obtain certifications/plat approvals.
 - l. **Utility Reimbursement Agreements Coordination (PhI & PhII)** – Coordinate with entities for possible reimbursement agreements on any improvements required by others beyond the capacity necessary for the intended proposed development of industrial/commercial use on the subject property.
 - m. **Covenants, Conditions, and Restriction Agreements** – Preparation of said documents for the Owner indicating the development's restrictive covenants implemented by a Developer.
- III. **CIVIL ENGINEERING DESIGN (Public Improvements)** - services under Civil Engineering Design (for Public Improvements only) include;

PRELIMINARY PHASE

- a. **Initial Scope Meeting for PhI & PhII** – Coordinate and present overall project scope meeting with Owner prior to initializing the following tasks and meet with potential lot developers.
 - b. **Project Schedule for PhI & PhII** – Prepare overall project schedule for Owner review. The project schedule will identify all major milestones and project deliverables. Engineer will monitor the schedule throughout the project development. Engineer will update the Owner of any updates to the project schedule and will notify Owner in writing of any delays encountered that would prevent the performance of work in accordance with the established project schedule.
 - c. **EDC Meetings during PhI & PhII** – Attend Bi-weekly meetings with Weslaco EDC to provide project status throughout duration of project. Engineer shall attend more frequent meetings if required by Owner.
 - d. **Phase I Environmental Site Assessment for PhI & PhII** – assessment of property to identify existing or potential environmental contamination liabilities. If required by federal/state agencies, the following services will be considered Additional Services – (a) The Engineer shall prepare an environment document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The Engineer will prepare an environmental document in anticipation of a Finding of No Significant Impact (FONSI), as identified by the NEPA process. This document will include, at a minimum, the following:
 - I. Project Description
 - II. Need for project
 - III. Alternatives considered
 - IV. Impacts (socioeconomic, cultural resource, water resources, air quality, noise Quality, biological, prime/unique farmland, construction impacts, hazardous materials)
 - V. Conclusion
 - VI. Project location map
 - VII. Preliminary structure and channel locations/layouts
 - VIII. Scanned photographs
- (b) The Engineer shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.
- (c) The Engineer shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the Project. This will include individual meetings, newsletters and notices, as required.
- (d) The Engineer shall coordinate and conduct the following public meetings/hearings:
- (1) **Public Meetings:** These meetings will be scheduled to present the Project concept, including preliminary layouts and requirements for the Project, for the purpose of obtaining preliminary public comment.

- (2) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the Project forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the Project layout (schematic) for the purpose of obtaining final public comment.
- (e) The Engineer shall develop a project coordination and mailing list for the Project.
- (f) The Engineer shall prepare required presentation materials (including handouts, agenda, and sign in roster) and exhibits for public meetings and a public hearing.
- (g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

- e. **Geotechnical Soil Survey of PhI & PhII** - Encompass subsurface investigation of existing soil conditions and pavement/grading recommendations. Engineer shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, and/or miscellaneous structures that may be required for final design.
- f. **Coordination with Applicable Agencies and Entities (PhI & PhII)** – Coordinate and conduct preliminary coordination meetings with various applicable agencies and entities to evaluate the existing utility within the area, anticipated drainage and irrigation improvements, traffic requirements, and future roadway expansions. Such entities shall include, but are not limited to, NAWSC, HCDD1, HCCID9, TxDOT, City.
- g. **Traffic Impact Analysis for PhI & PhII** - Conduct a traffic impact analysis of the project site and surrounding area
- h. **Preliminary Hydrologic & Hydraulic Analysis for PhI & PhII** – Conduct an assessment of the project site using HEC-RAS and HEC-HMS software programming for delineation of floodplain areas and consideration of drainage patterns to determine effects of proposed improvements onsite as well as upstream and downstream of project site.
- i. **Conceptual Master Plan for PhI & PhII** – develop a conceptual Master Plan to include Phase I and Phase II street and lot layout as per City Standards. Such master plan will also include conceptual main entrance with marque sign, landscaping for buffering areas, conceptual building rendition designs. Such task will include three (3) schematic options.
- j. **Preliminary Site Plan for PhI & PhII** - to include street and lot layouts, all major drainage improvements with regional detention areas, water main extensions, sewer main extensions, common sidewalks, landscaping, sign and location for possible traffic signals (as needed). Such preliminary site plan shall also include the following should the Owner and Governing Agency come to a cost share agreement: future roadway expansion, off-site water and/or wastewater extensions to properly serve the site.
- k. **Owner Approval of Master Plan and Site Plan of Ph I & Ph II prior to commencement of Design Phase**

DESIGN PHASE

Phase I Schematic Design –

- a. **Updated Project Schedule**
- b. **Utility Coordination** – continuation of utility coordination
- c. **30% Construction Plan Set** - Preparation and submittal for the design of on-site public improvements as per City standards and specifications. Submittal shall include layouts for grading, street design, traffic signal design, storm drainage and regional detention pond design, water main/line extensions and services, sanitary sewer main extensions and services, SW3P, common sidewalks, traffic control plan, street lighting plan, landscaping plan, fencing plan, signage plan, and construction details.
- d. **Off-site Improvements:** Preparation and submittal for the design of off-site public improvements (if needed). Such improvements may include expansion of county roadways, offsite water and/or wastewater extensions to properly to serve the site.

- e. **Preliminary Probable Construction Cost** – Provide cost estimate for overall improvements. As improvements are being designed, Engineer shall use best efforts to design improvements within the Owner's budget. The cost estimate shall be monitored, verified and updated throughout the course of development of the Project.

- f. **QA-QC** - Conduct Quality Control and Quality Assurance to ensure the Project Team is producing quality work for the Project.

- g. **Owner Approval of Schematic Design prior to commencement of Development Design**

Phase I Development Design

- a. **60% Construction Plan Set** - Preparation and submittal for the design of on-site / offsite public improvements as per City standards and specifications. Such design shall include mass grading, street design, traffic signal design, storm drainage and regional detention pond design, water main extensions and services, sanitary sewer main extensions and services, SW3P, common sidewalks, traffic control plan, street lighting plan, landscaping plan, fencing plan, signage plan, and construction details.

- b. **Preliminary Probable Construction Cost** – updated cost estimate for overall improvements.

- c. **QA-QC** - Conduct Quality Control and Quality Assurance to ensure the Project Team is producing quality work for the overall design.

- d. **Owner Approval of Development Design prior to commencement of Construction Design**

Phase I Construction Design

- a. **90% & Final Construction Plan Set** - Preparation and submittal for the design of on-site / offsite public improvements as per City standards and specifications. Such design shall include mass grading, street design, storm drainage and regional detention pond design, water main extensions and services, sanitary sewer main extensions and services, SW3P, common sidewalks, soil erosion and sediment control plan, traffic control plan, street lighting plan, landscaping plan, fencing plan, signage plan, and construction details.

- b. **Final Probable Construction Cost** – updated cost estimate for overall improvements.

- c. **QA-QC** - Conduct Quality Control and Quality Assurance to ensure the Project Team is

- d. **Owner Approval of Construction Design prior to submittal of plans for permitting.**

- e. **Permitting**- Obtain applicable Entities permits

- f. **FINAL PS&E Submittal** – submittal of construction plans to the City of Weslaco and applicable Franchise utilities for approval. Such task shall include addressing comments received and resubmittal for approval.

- g. Provide a set of approved construction plans for bidding of work.

PHASE I BIDDING AND PROCURMENT PHASE

- a. **Bidding Documents** - SAMES will assist in the preparation of bidding procurement documents and advertisement for bids.

- b. **Addendums** - Respond to bidder inquiries and prepare addendums as need for clarification.

- c. **Pre-Bid and Bid Opening Meeting**– Conduct meeting on behalf of Owner, prepare meeting minutes and bid tabulations to evaluate the bids received for completeness and accuracy.

- d. **Notice of Award** - Prepare recommendation for contract award and notice of award on behalf of the Owner.

IV. **PHASE I CONSTRUCTION SUPPORT SERVICES** – services under Construction Support include:

- a. **Assist in construction contract document preparation**

- b. **Pre-Construction Meeting** - Attend required pre-construction meeting with owner, contractor, City of Weslaco, and other applicable agencies, including but not limited to, TxDOT, NAWSC.

- c. **Notice to Proceed** – Preparation of NTP letter on behalf of Owner to release contractor for scope of work as approved by Owner.

- d. **Contractor Submittals** - Request, review, and approve contractor schedule and contractor submittals

- e. **Pay Applications** - Review contractors pay applications for accuracy in accordance with project progress completion

- f. **Contractor RFI's** - Review and respond to contractor RFI's

- g. **Review Construction Material Testing (CMT) results** - provide comments for compliance with contract documents
- h. **Change Orders** - Review and process contractor change orders prior approved by owner
- i. **Periodic Site Visits** – Site visit by Engineer to observe progress and quality of work to ensure work is proceeding in accordance with contract and approved construction plans, take photos of construction site progress during site visit
- j. **Construction Engineering Inspection (CEI)** – onsite inspections (three days per week) during duration of construction (up to 5 months) for any construction material testing and to ensure construction work is in accordance with approved construction plans. Such site visits shall include a RAKEN report (including site photos) to be submitted with a weekly progress report to Owner.
- k. **Preliminary and Final Walk-Through** - with City of Weslaco and Contractor once all work is substantially completed to determine general conformance with Construction contract Documents. SAMES/City will generate a punch list of items needing correction to provide to contractor.
- l. **Record Drawings** – Provide signed and sealed As-Built record drawings to Owner and to the City of Weslaco and governing agencies based on the work actually constructed. (PDF and electronic)
- m. **Certificate of Construction Completion** - Review FINAL pay application for contractor payment, verification of close out documents, and issue a certification of Project Completion to Client.

EXCEPTIONS:

The following services are not considered to be part of SAMES, Inc. “Scope of Services”. Any item listed or not listed shall be considered an additional service and will be negotiated at the time of request.

- a. Any/All permit fees are to be paid by the Client
- b. Subsurface utility excavation to verify exact location of buried utilities.
- c. All necessary legal services for agreements, easements and other items will be provided directly by the owner/client.
- d. Coordination and approval of plat and construction design plans from the County of Hidalgo. It is understood that the property will be annexed into the City of Weslaco City Limits.
- e. Advertising notice fees (if required) to be paid by owner/client
- f. Construction Staking
- g. Storm Water Pollution Prevention Plan Monitoring during construction
- h. Construction material Engineering testing to be performed during construction and paid by the owner/client
- i. Surveying services required by other entities for recording of easements/dedications by separate instrument ie. survey plat with metes & bounds descriptions.
- j. During construction, CEI shall not include reviewing safety practices as per OSHA requirements, not ensuring contractor is staying on schedule nor within budget.
- k. Design of individual building fire suppression systems.

ANTICIPATED SUBDIVISION/DEVELOPMENT FEES: – (The below fees will be the responsibility of the developer)

Subdivision application fees, review fees and required agency fees for the processing of the subdivision may include the following:

- a. City of Weslaco P&Z Preliminary & final Application Fees
- b. City of Weslaco Re-Zoning fees
- c. City of Weslaco Annexation fees
- d. City of Weslaco park fees and parkland dedication fees
- e. City of Weslaco Utilities Review fee
- f. City of Weslaco water rights fees
- g. City of Weslaco Inspection fee – 5% of total construction cost
- h. Escrow fees for Road ROW expansion
- i. Irrigation and County Tax Certificates
- j. Hidalgo County Drainage District #1 review fees

- k. Hidalgo & Cameron Counties Irrigation District #9 crossing permit fees, discharge permits, and utility relocation permit fees (if applicable)
- l. Hidalgo & Cameron Counties Irrigation District #9 review fees
- m. Hidalgo & Cameron Counties Irrigation District #9 exclusion fees
- n. Hidalgo County Clerks Recordation Fees
- o. North Alamo Water Supply Corporation review fees
- p. Additionally, taxes, utility, or any other fees, etc., will be the responsibility of the owner/developer.

ATTACHMENT “A2”
SCOPE OF SERVICES

Services to be provided by SAMES, Inc.

The anticipated work to be furnished under this Authorization for Professional Services related to **Phase II** of the proposed subdivision are detailed as follows (this list is not intended to be comprehensive):

- I. **SURVEYING SERVICES**- services under the surveying process include:
 - a. **Final Survey Plat & Signature of Ph II** – by Registered Professional Land Surveyor
 - b. **Pin Setting of Ph II** - setting of all new property pins
 - c. **As-builts of Ph II** - Surveying Field work of newly installed improvements
- II. **DEVELOPMENT PROCESS** – services under the Development Process include;
 - a. **Pre-Development Meetings for PhII** – Coordinate pre-development meetings with applicable local entities to discuss and ensure preliminary and final plat requirements for Phase II. Such entities will include City of Weslaco, Hidalgo & Cameron Counties Irrigation District #9 (HCCID9), Hidalgo County Drainage District #1 (HCDD1), Texas Department of Transportation (TxDOT), and North Alamo Water Supply Corporation (NAWSC).
 - b. **Variances (if needed)**- Preparation of variance applications and submittals as necessary to obtain variance.
 - c. **City Public Meetings for PhII Plat** – Attend Planning and Zoning Commission meetings and City Commission meetings throughout the duration of the project when placed onto agenda.
 - d. **Preliminary Submittals of Ph II** – Preparation of the preliminary plat, utility layout, and drainage layout to submit to applicable entities as per respective entity requirements. (City, HCDD1, HCCID9)
 - e. **Letter of Exclusion for Ph II** – Preparation of letter and application to HCID#9 for the exclusion of property currently utilizing irrigation lines for agricultural purposes and disassociate property from future HCCID#9 irrigation taxes, if required.
 - f. **Applications & Submittals of Ph II Plat** - Preparation of necessary plat applications and submittals for approval through the City of Weslaco Planning & Zoning Department and City Council. Such submittals shall include;
 1. Pre-Application Submittal
 2. Preliminary Plat Submittal
 3. Final Plat Submittal
 4. Preparation of Mylar for Recording
 - g. **Utility Coordination for Ph II Approvals** – coordination with utility agencies to obtain certifications/plat approvals.
- III. **CIVIL ENGINEERING DESIGN (Public Improvements)** - services under Civil Engineering Design (for Public Improvements only) include;

DESIGN PHASE

Phase II Schematic Design –

- a. **Updated Project Schedule**
- b. **Utility Coordination** – continuation of utility coordination
- c. **30% Construction Plan Set** - Preparation and submittal for the design of on-site public improvements as per City standards and specifications. Such design shall include mass grading, street design, traffic signal design, storm drainage and regional detention pond design, water main extensions and services, sanitary sewer main extensions and services, SW3P, common sidewalks, traffic control plan, street lighting plan, landscaping plan, fencing plan, signage plan, and construction details.
- d. **Preliminary Probable Construction Cost** – cost estimate for overall improvements.
- e. **QA-QC** - Conduct Quality Control and Quality Assurance to ensure the Project Team is producing quality work for the overall design.

f. **Owner Approval of Schematic Design prior to commencement of Development Design**

Phase II Development Design

- a. **60% Construction Plan Set** - Preparation and submittal for the design of on-site / offsite public improvements as per City standards and specifications. Such design shall include mass grading, street design, traffic signal design, storm drainage and regional detention pond design, water main extensions and services, sanitary sewer main extensions and services, SW3P, common sidewalks, traffic control plan, street lighting plan, landscaping plan, fencing plan, signage plan, and construction details.
- b. **Preliminary Probable Construction Cost** – updated cost estimate for overall improvements.
- c. **QA-QC** - Conduct Quality Control and Quality Assurance to ensure the Project Team is producing quality work for the overall design.

d. **Owner Approval of Development Design prior to commencement of Construction Design**

Phase II Construction Design

- a. **90% & Final Construction Plan Set** - Preparation and submittal for the design of on-site public improvements as per City standards and specifications. Such design shall include mass grading, street design, storm drainage and regional detention pond design, water main extensions and services, sanitary sewer main extensions and services, SW3P, common sidewalks, soil erosion and sediment control plan, traffic control plan, street lighting plan, landscaping plan, fencing plan, signage plan, and construction details.
- b. **Final Probable Construction Cost** – updated cost estimate for overall improvements.
- c. **QA-QC** - Conduct Quality Control and Quality Assurance to ensure the Project Team is
- d. **Owner Approval of Construction Design prior to submittal of plans for permitting.**
- e. **Permitting**- Obtain applicable Entities permits
- f. **FINAL PS&E Submittal** – submittal of construction plans to the City of Weslaco and applicable Franchise utilities for approval. Such task shall include addressing comments received and resubmittal for approval.
- g. Provide a set of approved construction plans for bidding of work.

PHASE II BIDDING AND PROCURMENT PHASE

- a. **Bidding Documents** - SAMES will assist in the preparation of bidding procurement documents and advertisement for bids.
- b. **Addendums** - Respond to bidder inquiries and prepare addendums as need for clarification.
- c. **Pre-Bid and Bid Opening Meeting**– Conduct meeting on behalf of Owner, prepare meeting minutes and bid tabulations to evaluate the bids received for completeness and accuracy.
- d. **Notice of Award** - Prepare recommendation for contract award and notice of award on behalf of the Owner.

IV. **PHASE II CONSTRUCTION SUPPORT SERVICES** – services under Construction Support include:

- a. **Assist in construction contract document preparation**
- b. **Pre-Construction Meeting** - Attend required pre-construction meeting with owner, contractor, City of Weslaco, and other applicable agencies, including but not limited to, TxDOT, NAWSC.
- c. **Notice to Proceed** – Preparation of NTP letter on behalf of Owner to release contractor for all work related to items above (contractor and bonding required by owner/developer)
- d. **Contractor Submittals** - Request, review, and approve contractor schedule and contractor submittals
- e. **Pay Applications** - Review contractors pay applications for accuracy in accordance with project completion
- f. **Contractor RFI's** - Review and respond to contractor RFI's
- g. **Review Construction Material Testing (CMT) results** - provide comments for compliance with contract documents
- h. **Change Orders** - Review and process contractor change orders prior approved by owner
- i. **Periodic Site Visits** – Site visit by Engineer to observe progress and quality of work to ensure work is proceeding in accordance with contract and approved construction plans, take photos of construction site progress during site visit

- j. **Construction Engineering Inspection (CEI)** – onsite inspections (two days per week) during duration of construction (up to 5 months) for any construction material testing and to ensure construction work is in accordance with approved construction plans. Such site visits shall include a RAKEN report (including site photos) to be submitted with a weekly progress report to Owner.
- k. **Preliminary and Final Walk-Through** - with City of Weslaco and Contractor once all work is substantially completed to determine general conformance with Construction contract Documents. SAMES/City will generate a punch list of items needing correction to provide to contractor.
- l. **Record Drawings** – Provide signed and sealed As-Built record drawings to the Owner and to the City of Weslaco and governing agencies. (PDF and electronic)
- m. **Certificate of Construction Completion** - Review FINAL pay application for contractor payment, verification of close out documents, and issue a certification of Project Completion to Client.

EXCEPTIONS:

The following services are not considered to be part of SAMES, Inc. “Scope of Services”. Any item listed or not listed shall be considered an additional service and will be negotiated at the time of request.

- a. Any/All permit fees are to be paid by the Client
- b. Subsurface utility excavation to verify exact location of buried utilities.
- c. All necessary legal services for agreements, easements and other items will be provided directly by the owner/client.
- d. Coordination and approval of plat and construction design plans from the County of Hidalgo. It is understood that the property will be annexed into the City of Weslaco City Limits.
- e. Advertising notice fees (if required) to be paid by owner/client
- f. Construction Staking
- g. Storm Water Pollution Prevention Plan Monitoring during construction
- h. Construction material Engineering testing to be performed during construction and paid by the owner/client
- i. Surveying services required by other entities for recording of easements/dedications by separate instrument ie. survey plat with metes & bounds descriptions.
- j. During construction, CEI shall not include reviewing safety practices as per OSHA requirements, not ensuring contractor is staying on schedule nor within budget.
- k. Design of individual building fire suppression systems.

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- f. City of Weslaco water rights fees
- g. City of Weslaco Inspection fee – 5% of total construction cost
- h. Escrow fees for Road ROW expansion
- i. Irrigation and County Tax Certificates
- j. Hidalgo County Drainage District #1 review fees
- k. Hidalgo & Cameron Counties Irrigation District #9 crossing permit fees, discharge permits, and utility relocation permit fees (if applicable)
- l. Hidalgo & Cameron Counties Irrigation District #9 review fees
- m. Hidalgo & Cameron Counties Irrigation District #9 exclusion fees
- n. Hidalgo County Clerks Recordation Fees
- o. North Alamo Water Supply Corporation review fees
- p. Additionally, taxes, utility, or any other fees, etc., will be the responsibility of the owner/developer.

ATTACHMENT "B1"

BILLING SCHEDULE PUBLIC IMPROVEMENTS DURING PHASE I (93.13 ACRES)

ITEMS	FEE
SURVEYING SERVICES	
COMPLETION OF BOUNDARY/TOPOGRAPHY SURVEY (PH I & PH II) 40%	\$20,800.00
COMPLETION OF FINAL SURVEY PLAT (20%) (PH I & PH II)	\$10,400.00
SETTING OF PROPERTY PINS 10% (PH I)	\$5,200.00
COMPLETION OF ASBUILTS 30% (PH I)	\$15,600.00
SUBTOTAL	\$52,000.00
DEVELOPMENT PROCESS	
ANNEXATION SUBMITTAL (PH I & PH II) 10%	\$3,500.00
REZONING SUBMITTAL (PH I & PH II) 10%	\$3,500.00
DRAINAGE REPORT SUBMITTAL 25% (PH I & PH II)	\$8,750.00
PRELIMINARY PLAT APPROVAL 25% (PH I)	\$8,750.00
FINAL SUBMITTAL APPROVAL 15% (PH I)	\$5,250.00
MYLAR RECORDING (DUE @ OWNER SIGNATURE) 15% (PH I)	\$5,250.00
SUBTOTAL	\$35,000.00
CIVIL ENGINEERING DESIGN SERVICES	
PRELIMINARY DESIGN PHASE (PH I & PH II)	
ESA PHASE I COMPLETION 20% (PH I & PH II)	\$10,000.00
GEOTECHNICAL SOIL SURVEY COMPLETION 20% (PH I & PH II)	\$15,000.00
TRAFFIC IMPACT ANALYSIS COMPLETION 20% (PH I & PH II)	\$14,000.00
CONCEPTUAL MASTER PLAN SUBMITTAL 20% (PH I & PH II)	\$10,000.00
PRELIMINARY SITE PLAN SUBMITTAL 20% (PH I & PH II)	\$10,000.00
SUBTOTAL	\$59,000.00
DESIGN PHASE (PH I)	
SCHEMATIC DESIGN SUBMITTAL 35% (PH I)	\$38,326.50
DEVELOPMENT DESIGN SUBMITTAL 30% (PH I)	\$36,225.00
CONSTRUCTION DESIGN SUBMITTAL 30% (PH I)	\$36,225.00
PERMITTING 5% (PH I)	\$6,037.50
SUBTOTAL	\$116,814.00
BIDDING & PROCURMENT SERVICES (PH I)	
BIDDING TO NOTICE OF AWARD 100% (PH I)	
SUBTOTAL	\$6,500.00
CONSTRUCTION SUPPORT SERVICES (PH I)	
CONSTRUCTION ADMINISTRATION 35% (PH I)	\$20,000.00
CONSTRUCTION ENGINEERING INSPECTION 65% (PH I)	\$50,000.00
SUBTOTAL	\$70,000.00
TOTAL	\$339,314.00

ATTACHMENT "B2"

BILLING SCHEDULE PUBLIC IMPROVEMENTS DURING PHASE II 68.67 (ACRES)

ITEMS	FEE
SURVEYING SERVICES	
SETTING OF PROPERTY PINS 20% (PH II)	\$2,016.00
COMPLETION OF ASBUILTS 80% (PH II)	\$3,500.00
SUBTOTAL	\$5,516.00
DEVELOPMENT PROCESS	
PRELIMINARY PLAT APPROVAL 40% (PH I)	\$4,000.00
FINAL SUBMITTAL APPROVAL 35% (PH I)	\$3,500.00
MYLAR RECORDING (DUE @ OWNER SIGNATURE) 25% (PH I)	\$2,500.00
SUBTOTAL	\$10,000.00
CIVIL ENGINEERING DESIGN SERVICES	
DESIGN PHASE (PH II)	
SCHEMATIC DESIGN SUBMITTAL 35% (PH II)	\$19,134.50
DEVELOPMENT DESIGN SUBMITTAL 30% (PH II)	\$16,401.00
CONSTRUCTION DESIGN SUBMITTAL 30% (PH II)	\$16,401.00
PERMITTING 5% (PH II)	\$2,733.50
SUBTOTAL	\$54,670.00
BIDDING & PROCURMENT SERVICES (PH II)	
BIDDING TO NOTICE OF AWARD 100% (PH II)	
SUBTOTAL	\$6,500.00
CONSTRUCTION SUPPORT SERVICES (PH II)	
CONSTRUCTION ADMINISTRATION 50% (PH II)	\$13,500.00
CONSTRUCTION ENGINEERING INSPECTION 50% (PH II)	\$25,500.00
SUBTOTAL	\$39,000.00
TOTAL	\$115,686.00



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4419
From: David Arce		
Subject: Discussion and consideration to ratify Purchase Order No. 21-4424 to contract OMT Utilities for emergency repairs on a collapsed manhole located at 2206 North Gate Circle in the amount of \$56,500 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):		
NORMA CANTU Pete Garcia Mike Perez		Created/Initiated Approved New
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Manhole Repair North Gate Circle, Memo Manhole Emerg Repair North Gate Circle, Image 1, Image 2, Image 3 Before Picture, Image 4 Before Picture		
Responsibilities upon Approval:		

OMT UTILITIES
Luis Reyes III
1906 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 6/15/2021
Estimate # 945

Name / Address

City of Weslaco

P.O. #

Terms

Due Date 6/15/2021
Other

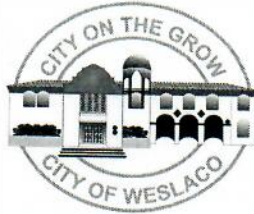
Description	Qty	Rate	Total
*****2206 North Gate Circle***** Remove collapsed manhole and replace with new fiberglass manhole including new concrete flooring. approximately 8-9' deep. Provide by-pass pumping from manhole to manhole 		56,500.00	56,500.00
Please consider my proposal.			
Total			\$56,500.00

OMT UTILITIES
luisreyes034@yahoo.com

956-778-0140

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Commissioner, District 2
Leo Muñoz, Mayor Pro-Term 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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

DATE: June 15, 2021

TO: Mr. Mike Perez, City Manager

FROM: Marcelo Cosme, Water/Wastewater Superintendent *mc*

SUBJECT: Collapse Manhole

Cc: Olga Garza, Asst. Public Works Director
Pete Garcia, Public Works Director
David Arce, Deputy Public Works Director

Mr. Perez,

This is to get your formal consent for an emergency repair that is needed on a collapse manhole located at 2206 North Gate Circle. The repairs are needed due to sanitation health reasons caused by sewage backups and spills on the north side of the city it also poses as a safety concern for the residents since its located on their back yard. I have attached three quotes for your review and approval.

Marcelo

CITY OF WESLACO - PURCHASING QUOTATIONS

Dept. Public Works WW Dept

Requisition # _____

Person Submitting: Marcelo Cosme

Date: 6-15-21

Product Description Brand/Model: Collapse Manhole

1. Company: Southern Trenchless

Phone No. 277-0354

HUB (Y/N) Date: 6-11-21

Person Called: Mario

Time: _____

Price: 62,037.60

Discount (if any) _____

Total: 62,037.60

Availability & Terms: _____

2. Company: Reya Construction

Phone No. 472-6949

HUB (Y/N) Date: 6-14-21

Person Called: Noe

Time: _____

Price: 80,000

Discount (if any) _____

Total: 80,000

Availability & Terms: product available

3. Company: OMT Utilities

Phone No. 778-0140

HUB (Y/N) Date: 6-15-21

Person Called: Luis

Time: _____

Price: 56,500.00

Discount (if any) _____

Total: 56,500.00

Availability & Terms: _____

Person Obtaining Quote: Marcelo Cosme

Company Selected (circle)

3 2 1

Remarks: _____

**** INSURANCE REQUIREMENTS ****

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

**** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ****

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

**** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ****

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Please contact Purchasing Division for any assistance at 956-447-2240



P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southern-trenchless.com

Quote Issued: 6/11/2021
Quote: 21068

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard 635-21

Project: City of Weslaco - MH Collapse 2210 Northgate Circle

Buyboard Proposal Code No: 635-21

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	\$ 5,500.00	\$ 5,500.00
2	111	Setup 6" Pump (Per Pump)	2	EA	\$ 1,375.00	\$ 2,750.00
3	115	Setup 6" Piping	900	LF	\$ 16.50	\$ 14,850.00
4	121	Operate 6" Pumping System	7	DAY	\$ 1,045.00	\$ 7,315.00
5	195	Access Pit (8'-12'deep)	1	EA	\$ 4,500.00	\$ 4,500.00
6	211	Install New 4'to8' Dia Manhole (0'-6'deep)	75.36	SF	\$ 71.00	\$ 5,350.56
7	214	Install Extra Depth 4'to8' Dia MH (0'-6'deep)	50.24	SF	\$ 71.00	\$ 3,567.04
8	90	Premium M/H Frame & Cover (Composite)	1	EA	\$ 1,650.00	\$ 1,650.00
9	104	Manhole Bench Reconstruction	1	EA	\$ 825.00	\$ 825.00
10	105	Void Filling Exterior of MH Structure	435	CF	\$ 32.00	\$ 13,920.00
		Payment & Performance Bonds	1	LS	\$ 1,810.00	\$ 1,810.00
Total						\$ 62,037.60
Exclusion: 1 Water to be provided by the City of Weslaco at no charge to Southern Trenchless Solutions, LLC. 2 Waste site to be provided by the City of Weslaco.						
Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.						
Signature: _____ Print Name: _____ Title: _____						

*** Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.

P.O. Box 8084

Weslaco, Texas 78599



We Appreciate Your Business!!!

Marcelo Cosme

From: Noe Cavazos <noe.reyaconstruction@gmail.com>
Sent: Monday, June 14, 2021 4:39 PM
To: Marcelo Cosme
Subject: City of Weslaco Emergency MH Repair
Attachments: Reya Quote 6.14.2021.pdf

Please see attachment below!

Regards,
Noe Cavazos

Reya Construction
956.472.9112

--

Regards,
Noe Cavazos
Reya Construction
956.472.6949
Noe.ReyaConstruction@gmail.com

REYA CONSTRUCTION

Quote

DATE: June 14, 2021**To:**

City of Weslaco
c/o Marcelo Cosme
255 South Kansas Avenue
Weslaco, Texas 78596

City of Weslaco
Northgate MH Collapse

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
***Scope of Work ***			
<i>Emergency MH Collapse</i>			
Mobilization	1	\$ 10,000.00	\$ 10,000.00
12 ft Manhole	1	\$ 30,000.00	\$ 30,000.00
By-Pass	1	\$ 40,000.00	\$ 40,000.00
TOTAL			\$ 80,000.00

THANK YOU FOR YOUR BUSINESS!

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Letty Lopez, Commissioner, District 5
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: July 6, 2021
To: City Commission
From: David Arce, Deputy Public Works Director
Subject: Manhole Repair at 2206 North Gate Circle
Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

On June 18, 2021, we conducted emergency repairs to a manhole that collapsed located at 2206 North Gate Circle. The repairs were needed due to sanitary health reasons caused by sewage backups and spills on the north side of the city which also poses as a safety concern for the residents due to it being located in their backyard. Three quotes were obtained and selected the lowest bid to OMT Utilities in the amount of \$56,500. We are presenting this to ratify the purchase for the emergency repairs.

Staff Recommends Approval.

Vendor Name	Bid Amount
Southern Trenchless	\$62,037.60
Reya Construction	\$80,000.00
OMT Utilities	\$56,500.00

Work included replacing new fiberglass manhole with new concrete flooring, mobilizing, and by-pass pumping from manhole to manhole.











Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4375	
From: Albert Aldana			
Subject: Discussion and consideration of proposed change order #10 to extend the date of project completion from July 7th to November 30, 2021 for the Pleasantview & 11th Street Drainage Improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: Change order #10 extends the project completion to Nov. 30, 2021. The number of days to complete additional work as a result of change orders for this project totaled 120 days and the number of rain/wet days for the project total 35 days. See attached memo.			
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: At the last cc meeting held on June 15th, the contractors contract was extended by 15 days until a reconciliation of change orders and rain/wet days could be compiled and used in consideration of the requested project completion extension.			
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 Albert Aldana Mike Perez		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval of proposed change order #10 with completion date of November 30, 2021.			
Attachments, if any: Change Orders_Rain Additional Days_Summary (Discussion CO#10), 06-30-21AJA_CO#10			
Responsibilities upon Approval:			

PLEASANTVIEW 11TH ST DRAINAGE IMPROVEMENTS
CHANGE ORDER RAIN DAYS RECONCILIATION REPORT

19-125 City of Weslaco Pleasantview & 11th St. Drainage

CO #	AMT	Description	Approval	Date	Days to Complete
CO#1	\$ 18,000.00	RDF clearing and demolition of trees	Approved	10/29/2020	
CO#2	\$ 30,478.00	RDF excavation and build Berm	Approved	11/17/2020	
CO#3	\$ 57,356.00	Haul off Debris/Trash and Placed New Additional Dirt.	Approved	12/15/2020	
CO#4	\$ -	30 Days Time extension	Approved	12/15/2020	
CO#5	\$ -	60 Days Time extension	Approved	3/6/2021	
CO#6	\$ 21,000.00	2-12" inline valves and 1-8" inline valve	Approved	5/20/2021	10
CO#7	\$ 16,500.00	18" RCPX240LF Alley Connection	Approved	5/20/2021	10
CO#8	\$ 31,000.00	Sharon Ave Pave. Ext and 24" RCP Connection	Approved	5/18/2021	30
CO#9	\$ 42,960.00	10 - Down Drains	Approved	6/1/2021	30
CO#10	\$ -	168 Days Time extension	Pending		
CO#11	\$ 35,000.00	Requesting Additional funds due to delay	Pending		
CO#12	\$ 45,500.00	Alley Additional Pipe/Ty CC Inlet/Sharon St Riser	Pending		40
	\$ 297,794.00				120
					Total Days

Rain/Wet Days

Date	Rain Day	Wet Day
1/17/2021	1	2
3/8/2021	1	1
5/1/2021	1	1
5/11/2021	1	2
5/15/2021	1	
5/19/2021	1	2
5/21/2021	1	4
6/1/2021	1	
6/2/2021	1	
6/3/2021	1	2
6/22/2021	1	5
6/28/2021	1	
6/29/2021	1	3
	13	22
Total Rain/Wet Days		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

DATE: June 30, 2021

TO: Mayor, City Commission,
City Manager

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

SUBJECT: Pleasantview & 11th St. Drainage Improvements
Contractor Change Order #10

This change order requests that the project completion date be extended until November 30, 2021.

At the previous city commission meeting, the commission requested a report regarding the number of additional construction days required to complete the change orders and the number of rain/wet days for the project in order to perform a better assessment of this request.

A total of 155 additional days were calculated should be credited to the contractor for construction and rain/wet days. If all of these days are awarded, then the project completion would be extended to December 8, 2021. See the attached change order and rain/wet days summary report.

Staff recommends approval of change order #10 which extends the project to November 30, 2021.

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4376	
From: Albert Aldana			
Subject: Discussion and consideration to approve proposed change order #11 in the amount of \$35,000 for the Pleasantview & 11th St Drainage Improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering 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):			
NORMA CANTU Albert Aldana Mike Perez		Created/Initiated Approved New	
City Manager Comments: Deny.			
Staff Recommendation:			
Attachments, if any: 06-30-21AJA_CO#11, AIA Change Order No 11			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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Greg Kerr, Commissioner, District 2
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Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

DATE: June 30, 2021

TO: Mayor, City Commission,
City Manager

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

SUBJECT: Pleasantview & 11th St. Drainage Improvements
Contractor Change Order #11

This change order requests that the contractor be compensated an additional \$35,000.00 to account for COVID and increased costs of materials.

Justification for this request will be provided by Mr. Armando Gutierrez of Total Commitment, subcontractor to Rigney Construction who will be present at the meeting.

Staff does not recommend approval of this change order.

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:	CHANGE ORDER NUMBER:	11
Pleasantview & 11th St. Drainage Improvements	DATE:	6/7/2021
Weslaco, TX	ENGINEER'S PROJECT NO.:	19-125
TO CONTRACTOR:	CONTRACT DATE:	9/11/2020
Rigney Construction, LLC	CONTRACT FOR:	Drainage Improvements
7011 N. Seminary Rd.		
Edinburg, TX 78541		

The Contract is changed as follows:

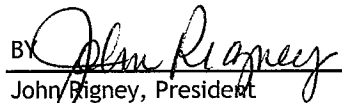
DUE TO THE EXCESSIVE AMOUNT OF DELAY AND INCREASE IN COST OF CONSTRUCTION	\$	35,000.00
WE ARE REQUESTING ADDITIONAL FUNDS FOR THE INCREASE IN GENERAL CONDITIONS AND OVERHEAD COSTS		

Not valid until signed by the Owner, Engineer and Contractor.

The original (Contract Sum) was	\$2,851,562
Net change by previously authorized Change orders	\$217,294
The (Contract Sum) prior to this Change order was	\$3,068,856
The (Contract Sum) will be (increased)	
by this Change Order in the amount of	\$ 35,000.00
The new (Contract Sum) including this Change order will be	\$3,103,856

The Contract Time will be (unchanged)
The date of Substantial Completion as of the date of this Change Order therefore is NOVEMBER 2021

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

SWG Engineering, Inc	Rigney Construction, LLC	City of Weslaco
ENGINEER	CONTRACTOR	OWNER
611 S. International Blvd.	7011 N. Seminary Rd.	255 S. Kansas Ave.
Address	Address	Address
Weslaco, TX 78596	Edinburg, TX 78541	Weslaco, TX 78596
BY	BY 	BY
Jose Reyes, Jr. P.E.	John Rigney, President	
DATE	DATE 6/7/2021	DATE



Standardized Agenda Request Form

Date of Meeting: July 6, 2021		Agenda Item No. (to be assigned by CSO): 2021-4377	
From: Albert Aldana			
Subject: Discussion and consideration of proposed change order #12 in the amount of \$45,500 for the Pleasantview & 11th St Drainage Improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: This proposed change order #12 is for storm line extensions that will alleviate flooding occurring along Pleasantview Dr and will also provide grated inlets to drain low areas for two properties along the ditch alignment.			
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 Albert Aldana Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval.			
Attachments, if any: CCO#12_Rev2_6_29_2021_Signed, CO#12 Improvements Map, 06-30-21AJA_CO#12			
Responsibilities upon Approval:			

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pleasantview & 11th Drainage Improvements Weslaco, TX	CHANGE ORDER NUMBER: DATE: ARCHITECT'S PROJECT NO.:	12REV 6/28/2021 19-125
TO CONTRACTOR: Rigney Construction LLC 7011 N. Seminary Rd. Edinburg, TX 78541	CONTRACT DATE: CONTRACT FOR:	9/11/2020 Drainage Improvements

The Contract is changed as follows:

Alley Work Drainage Extension	\$ 25,000.00
Type CC Inlet and Crossing to ditch - 18" RCP	\$ 18,000.00
Inlet 34" Pipe Inlet with Grade for Sharon Street	\$ 2,500.00

Not valid until signed by the Owner, Engineer and Contractor.

The original (Contract Sum) was	\$2,851,562
Net change by previously authorized Change orders	\$217,294
The (Contract Sum) prior to this Change order was	\$3,068,856

The (Contract Sum) will be (increased) by this Change Order in the amount of	\$45,500.00
The new (Contract Sum) including this Change order will be	\$3,114,356

The Contract Time will be (increased) decreased) (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is November 2021

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

SWG Engineering, Inc.
ENGINEER
611 S. International Blvd.
Address
Weslaco, TX 78596

BY 
Jose Reyes, Jr., P.E.

DATE 6/29/2021

Rigney Construction, LLC
CONTRACTOR
7011 N. Seminary Rd.
Address
Edinburg, TX 78541

BY 
John Rigney, President

DATE 06/29/21

City of Weslaco
OWNER
255 S. Kansas Ave.
Address
Weslaco, TX 78596

BY

DATE

Item #	Item Description	Est. Qtys.	Unit	Unit/Price	Total
1	Alley Work Drainage Extension	1	LS	\$ 25,000.00	\$ 25,000.00
2	Tye CC Inlet and Crossing to Ditch - 18" RCP	2	EA	\$ 9,000.00	\$ 18,000.00
3	Inlet - 24" Pipe Inlet with Grade for Sharon Street	1	LS	\$ 2,500.00	\$ 2,500.00

Total Change Order				\$ 45,500.00	
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CO #12

Drainage Improvements to alleviate problem areas on Pleasantview and along the channel alignment.

Legend

- PROPOSED
- PROPOSED 240 LF - 18" RCP



2000 ft

City of Weslaco

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

Mike R. Perez, City Manager

DATE: June 30, 2021

TO: Mayor, City Commission,
City Manager

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

SUBJECT: Pleasantview & 11th St. Drainage Improvements
Contractor Change Order #12

This change order involves improvements to alleviate flooding issues on Pleasantview and for two properties located along the channel alignment.

See the attached image depicting the proposed improvements.

Staff recommends approval of this change order.

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.



**PERDUE BRANDON
FIELDER COLLINS & MOTT LLP**
ATTORNEYS AT LAW

July 6, 2021

**Delinquent Tax
Collection Report for
City of Weslaco
October 1, 2020 - May 31, 2021**

Submitted by: Hiram A. Gutierrez
Perdue Brandon Fielder Collins & Mott, LLP
2805 Fountain Plaza Blvd., Ste. B
Edinburg, Tx. 78539
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956-631-4026
www.pbfcml.com



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W: www.pbfcml.com

July 6, 2021

City of Weslaco

Mr. David Suarez, Mayor
Mr. Leo Muñoz, Mayor Pro-Tem, District 1
Mr. Greg Kerr, Commissioner, District 2
Mr. Jose "JP" Rodriguez, Commissioner, District 3
Mr. Adrian Farias, Commissioner, District 4
Ms. Letty Lopez, Commissioner, District 5
Mr. Josh Pedraza, Commissioner, District 6
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: DELINQUENT TAX COLLECTIONS REPORT FOR THE PERIOD OF OCTOBER 1, 2020 THROUGH MAY 31, 2021

Dear Mayor Suarez, Mayor Pro-Tem Muñoz and City Commissioners:

The following is a brief overview of the collection activities of Perdue, Brandon, Fielder, Collins and Mott, LLP for the **City of Weslaco** for delinquent tax collections for the period of October 1, 2020 through May 31, 2021.

PRE-LITIGATION ACTIVITIES

PHONE CONTACTS

The City of Weslaco's delinquent tax program is designed with an emphasis on working with the taxpayers to resolve their tax problems. Our *Call Center* personnel conduct address and phone number research so that actual personal contact can be made with the taxpayer. Since becoming the City's delinquent tax attorney, our team of professional and courteous phone staff has handled 1,255 phone calls involving the City's accounts during this reporting period.

MAILINGS

The City of Weslaco's delinquent tax program includes mailed, bi-lingual notices informing the taxpayers of their delinquency. During this reporting period, our Firm has mailed out 4,438 separate *Notices of Delinquency*. This is in addition to the *Specialized Notices* generated from our Edinburg office. Our mass mailings are coordinated with the Tax Office and are staggered in order to help avoid overwhelming the Tax Office with too many taxpayers at one time. The expense of mailing and postage is paid by our Firm.

AMARILLO ARLINGTON AUSTIN CONROE EDINBURG GARLAND HOUSTON
LUBBOCK MIDLAND PLANO SAN ANGELO SAN ANTONIO TYLER WICHITA FALLS

PROPERTY INSPECTIONS

Property Inspections/Personal Visits are another important tool in the City of Weslaco's delinquent tax collection program. During this reporting period, our staff has conducted **97** property inspections/personal visits in the City. Our staff of professional and courteous Field Inspectors is trained to inform taxpayers of payment options and/or deferrals they may be eligible to receive.

PAYMENT AGREEMENTS

During this reporting period, our staff located and entered into payment agreements with **29** delinquent taxpayers which as of October 1, 2020 involve **\$27,965** in base tax owed to the City of Weslaco.

LITIGATION

When phone contacts, notices and/or personal visits do not generate the desired effect, our Firm actively pursues litigation. During this reporting period, our Firm has filed **58 Original Petitions/Interventions** involving claims, totaling **\$293,534** in base tax on behalf of the City.

However, our Firm's collection philosophy has never emphasized the filing of lawsuits as the primary means for maximizing collections. Indeed, we view the filing of litigation as a failure of the collection process because of the unnecessary and substantial expenses that it imposes on taxpayers without providing a benefit to the taxing entities. Our Firm emphasizes a personal approach to collections. This means that we take the time and make the effort to communicate one-on-one with taxpayers and fashion a payment arrangement that results in prompt payment to the City while being compassionate to the economically disadvantaged.

TAX SALES

TAX SALES

Our Firm's commitment in working with taxpayers towards a resolution of their tax problems is evident in the way we handle our tax sales. We formulate a list of potential properties that are ready to be placed in the tax sale. Our Tax Sales Department and Litigation Department work with these taxpayers to make payment arrangements prior to the tax sale, resulting in a savings of approximately \$750 per property for the taxpayer.

Perdue Brandon's tax sales have included properties for which the City was due delinquent taxes. From October 1, 2020 through May 31, 2021, Perdue Brandon posted **13** properties for tax sale in which the City was owed delinquent taxes. The following is a synopsis of the results.

Payment Agreements/Paid in full	3	\$16,482.23
Struck Off Properties	2	\$27,951.28
Sold Properties	8	\$242,675.68

FEDERAL COURT REPRESENTATION

BANKRUPTCY

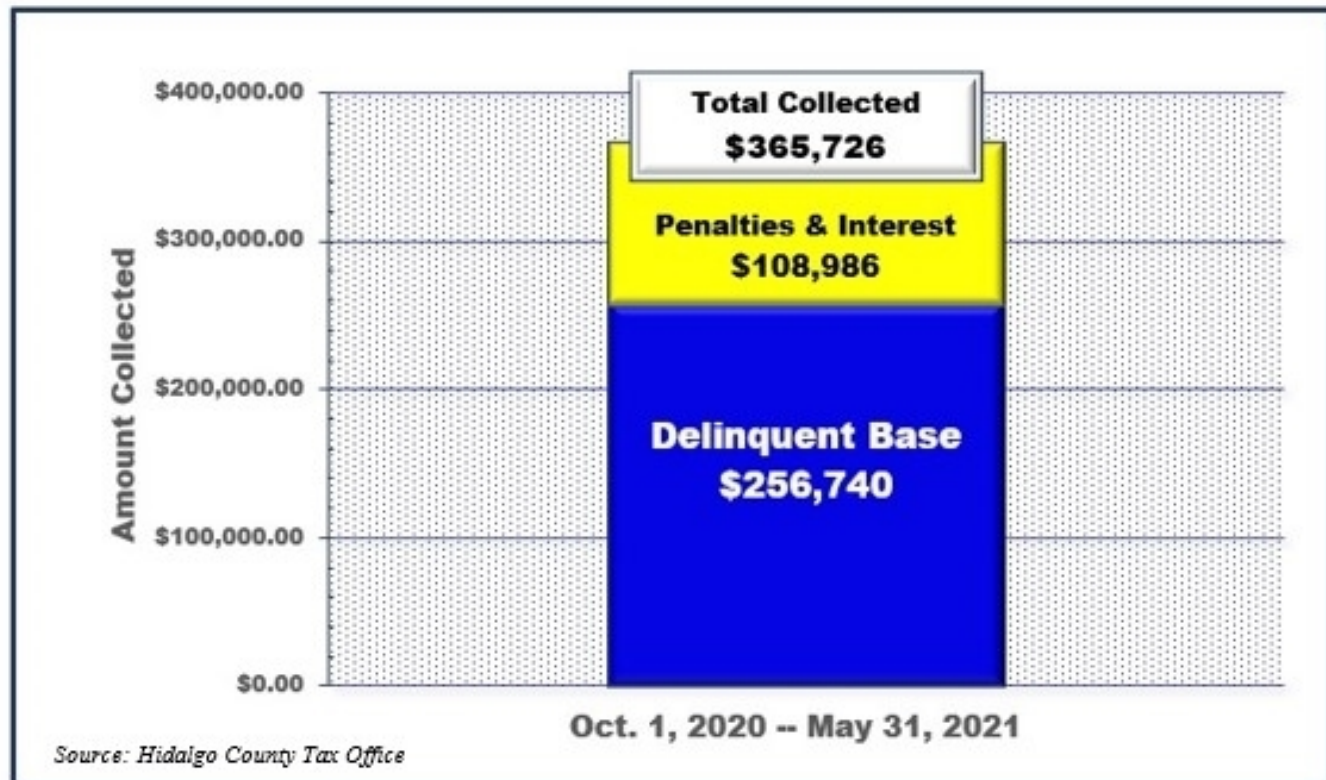
During this reporting period, our Firm has filed 2 new Proofs of Claim, involving more than \$1,439.55 in base delinquent tax, in Federal Bankruptcy Court on behalf of the City of Weslaco, and we continue monitoring existing bankruptcy cases.

COLLECTIONS

OCTOBER 1, 2020 THROUGH MAY 31, 2021 COLLECTIONS

Overall, our efforts have resulted in delinquent tax collections of \$256,740 delinquent base tax for the October 1, 2020 through May 31, 2021. Additionally, our Firm has collected \$108,986 in penalty and interest for the City of Weslaco for October 1, 2020 through May 31, 2021, for a total of \$365,726. The following graph illustrates the City's total delinquent tax collections thus far.

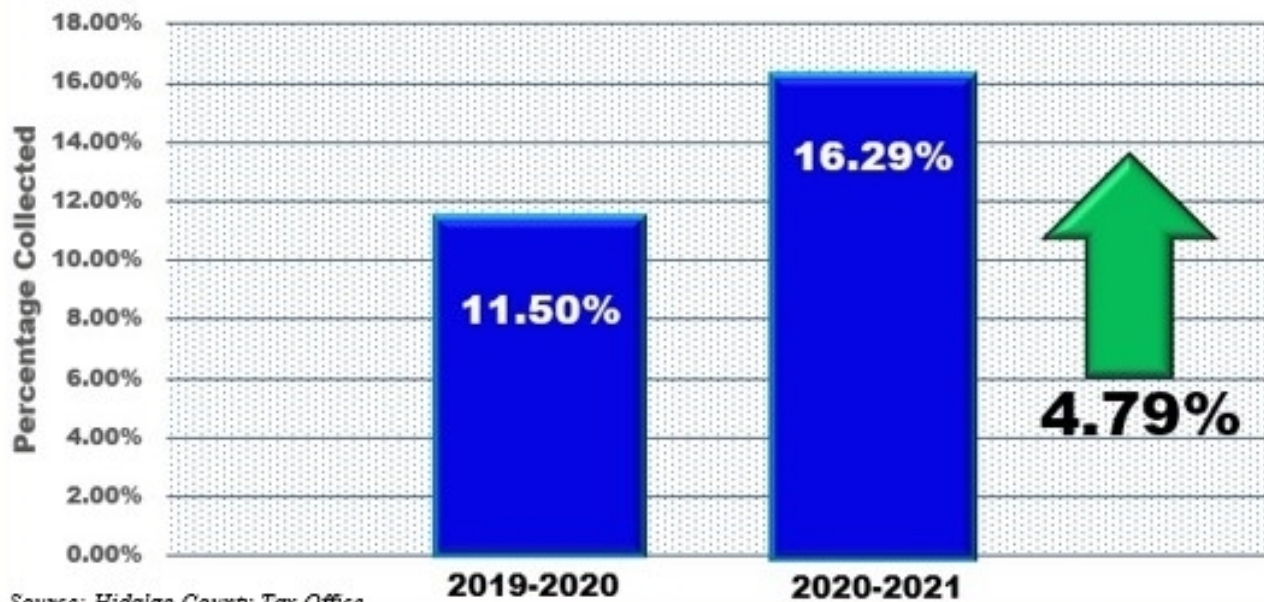
City of Weslaco
Delinquent Base Tax Collections with Penalties & Interest
For the Period of October 1, 2020 through May 31, 2021



COLLECTION COMPARISON

The following graph compares the first 8 months of the 2019-2020 fiscal year with the first 8 months of the 2020-2021 fiscal year.

City of Weslaco Delinquent Tax Collections Comparison October 2019-May 2020 vs. October 2020-May 2021 (Base Tax Only)

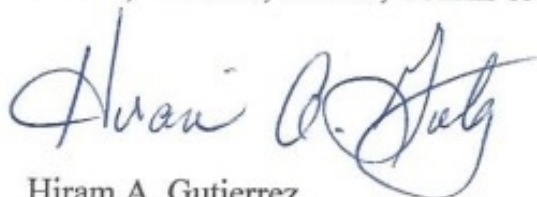


■ Total Delinquent Levy	10/01/2019 – 05/31/2020 Beginning Balance \$1,505,625	10/01/2020 – 05/31/2021 Beginning Balance \$1,576,025
Collected	\$173,221	\$256,740
Percentage Collected	11.50%	16.29%

Our Firm looks forward to assisting the **City of Weslaco** in its delinquent tax collection efforts and encourages any feedback and recommendations. Please feel free to contact our offices should you have any questions or require additional information.

Respectfully,

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.

A handwritten signature in blue ink, appearing to read "Hiram A. Gutierrez". The signature is fluid and cursive, with the first name "Hiram" being the most prominent part.

Hiram A. Gutierrez
Partner



THANK YOU!



PERDUE BRANDON
FIELDER COLLINS & MOTT LLP
ATTORNEYS AT LAW