



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 3, 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, August 3, 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 August 3, 2021. A staff member will contact you with instructions via phone call to address your public comments.

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on July 20, 2021 (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval of Ordinance 2021-25 to rezone 403 W Pike Blvd. Also being Lot 2-3, Block 20, Esplanada Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. (First reading held on July 20, 2021; Staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Approval of Ordinance 2021-27 for the Voluntary Annexation of Weslaco Industrial Park Subdivision – being a 146.09 acre tract of land out of Farm Tract 1056, 1057, and 1058, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at the Northeast Intersection of Mile 9 & FM 1015 and authorize the Mayor to execute any related documents. (First reading held July 20, 2021; Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on amendments and extension from August 7, 2021 to September 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 on Resolution 2021-38 towards financing the Economic Development Corporation of Weslaco for the Real Estate Project and financing in part thereof, by Texas Regional Bank in the amount of \$12,000,000 authorizing the EDC Executive Director, EDC Board President and Mayor to execute any related documents. (Staffed by City Manager.) Attachment.
- E. Approval to renew the Host Agency Agreement with AARP Senior Community Service Employment Program and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

- F. Approval to renew the Federal Work-Study America Reads Challenge, Community Service Challenge, and Community Service Agency agreements with the University of Texas Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment.
- G. Approval to renew the Lease Agreement with the Weslaco Youth Football League for the use of Isaac Rodriguez multi-purpose fields and Harlon Block Sports Complex practice area for a term beginning August 1, 2021 - February 18, 2022 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.
- H. Approval on Resolution 2021-39 for closure of streets affecting state right-of-way on Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street on the third (3) Thursday, of the month from August 2021 to February 2022 for Alfresco Weslaco Music & Art and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Weslaco Economic Development Corporation.) Attachment.

IV. APPOINTMENTS

- A. Discussion and consideration on Resolution 2021-40 appointing three members to expired terms on the Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

V. OLD BUSINESS

- A. 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. (There was no action on this item on July 6; Staffed by Engineering Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Felix De La Cruz on Ordinance 2021-26 to rezone 105 Adelita St. Also being Lot 8-10, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District and R-2 Duplex and apartment district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-26. Three-fourths vote required. Possible action. (This item was tabled July 20, 2021; Staffed by Planning & Code Enforcement Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration on first and final reading of Ordinance 2021-29 authorizing Issuance of Certificates of Obligation 2021B and approving and authorizing the execution of the Bond Purchaser Agreement; and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2021-29.

Possible action. (Staffed by Finance Department.) Attachment.

- B. Discussion and consideration to accept the calculation of the No New Revenue (effective) and Voter Approval (Rollback) tax rates for 2021 tax year by Hidalgo County Tax Assessor-Collector Pablo Villarreal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- C. Discussion and consideration to award the most advantageous proposal for financing of the purchase of Weslaco Fire Department 2021 Fire Ladder Truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- D. Discussion and consideration to award the most advantageous proposal for financing of the purchase of Solid Waste Collection Department 12,000 trash can bins and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- E. Discussion and consideration on House Bill 1927 regulating signage on City buildings for the carrying of handguns during public meetings and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- F. Discussion and consideration to authorize staff solicit bids for a city-wide project for installation of pavement markings and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- G. Discussion and consideration on acceptance and dedication of Utility Easement(s) to the City of Weslaco from O.E. Investments Inc., Roberto C. and Elvia E Elissetche and E.M. Payne a/k/a Edwin M. Payne out of Farm Tract 719 and Farm Tract 719, Block 176, West Tract Subdivision located on Milanos Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- H. Discussion and consideration on proposed budget for the American Rescue Plan Act of 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.

VII. REPORTS

- A. Report by Engineering Department. - Pleasantview project.
- B. Report by Siemens: Year 2 Annual Performance Assurance report. Attachment.
- C. Report by Parks and Recreation.

D. Report by Public Works.

E. Report by Emergency Management - COVID-19.

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 Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 30th day of July 2021 on or before 4:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4385	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar, Open Door Baptist 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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4390
From:		
Subject: Approval of the Minutes of the Regular Meeting on July 20, 2021 (Staffed by City Secretary Department.) Attachment.		
Background: Record of Commission action of the Regular Meeting on July 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):		
NORMA CANTU ADELAIDA VEGA Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: 21-07-20 minutes DRAFT		
Responsibilities upon Approval:		



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
JULY 20, 2021**

On Tuesday, July 20, 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
	Commissioner	Greg Kerr
	Commissioner	J.P. Rodriguez
	Commissioner	Josh Pedraza
	Commissioner	Adrian Farias
 ABSENT:	 Mayor Pro Tem	 Leo Muñoz
	Commissioner	Letty Lopez
 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, Robert Lopez, Asst. Police Chief, Pete Garcia, Public Works Director, David Arce, Deputy Public Works Director, Olga Garza, Asst. Public Works Director, Rosa Huerta, Municipal Court, George Quilantan, Inframark, and Molly Vallejo.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Thursday, July 15, 2021.

B. Invocation.

Pastor Robin Wiley, First Baptist Church led in the invocation.

C. Pledge of Allegiance.

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

D. Mayoral Recognition.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll call noting the absence of Mayor Pro Tem Muñoz, Commissioner Lopez, and Commissioner Farias and a quorum present.

II. PUBLIC COMMENTS

None.

III. PUBLIC HEARING

Commissioner Kerr seconded by Commissioner Rodriguez moved to open the public hearing at 5:36 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Juan Rodriguez to approve a Conditional Use Permit to obtain an On-Premises Retail Dealer's Wine and Beer Retailer's permit at 2721 W. Business 83. Also being Lot 7, Block 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas.

No comments received.

B. To solicit input on behalf of Amado Sanchez to rezone 403 W Pike Blvd. Also being Lot 2-3, Block 20, Esplanada Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to B-2 secondary and highway business district.

No comments received.

C. To solicit input on behalf of Felix De La Cruz to rezone 105 Adelita St. Also being Lot 8-10, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District and R-2 Duplex and apartment district to B-1 neighborhood business district.

No comments received.

Commissioner Kerr seconded by Commissioner Pedraza moved to close the public hearing at 5:37 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 July 6, 2021 (Staffed by City Secretary Department.)

B. Approval of the request by the Economic Development Corporation of Weslaco to close Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street on the third (3) Thursday, of the month from August 2021 to February 2022 between the hours 3:00 PM and 10:00 PM for Alfresco Weslaco Music & Art on the Street; in addition, authorizing the sale of wine and beer by a TABC licensed vendor; waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Police, Fire, and EMS Department and authorize the Mayor to execute any related documents. (Staffed by Weslaco EDC.)

C. Approval of the renewal of the agreements with Muniservices for local hotel occupancy tax program and sales tax audit and administration services for a one-year term in the amount of \$6,624 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

D. Authorization to apply to BJA FY2021 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation in the amount of \$12,010 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Authorization to apply to BJA FY21 Preventing School Violence: BJA's STOP School Violence Program Grant in the amount not to exceed \$1,000,000 with NO MATCH REQUIRED AND NO RECURRING FEES REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve consent agenda A, B, C, D, and E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. Discussion and consideration on realignment of drainage ditch at Mayor Pablo Pena City Park and authorize the Mayor to execute any related documents. Possible action. (This item was tabled May 4, 2021; Staffed by Parks and Recreation Department.) Attachment.

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

Commissioner Kerr seconded by Commissioner Pedraza moved to approve.

Omar Rodriguez, Parks & Recreation Director stated Phase I of the Kansas Los Torritos drainage improvements has a regional detention facility to be located at Mayor Pablo Pena Park; went over scope of work for Phase I that begins at Sinclair Street all the way to the North side of the park; went over the conceptual layout of the realignment of the current drainage ditch that would go into

the park and would change the profile of the park; stated an exchange of equal right-of-way with HCIDD #9 would be needed as requested by them. Staff recommended approval.

In response to the Mayor and Commissioners, Omar stated soccer fields would be lost, but smaller fields would be in place, current trail on the North side would be extended and accessible to the neighborhood to enter the park; spoke with organizations to be affected with the changes and no objections as the City will be providing new lighted fields and other facilities on Mile 11. The City Manager noted the proposed RDF would have more capacity than the ditch and water will recede quickly so long as the ditch is kept clean and playscapes will remain. The City Engineer is doing the design, city crews excavating and Halff and Associates will provide construction management of the project. Mayor Suarez stated he would like to see how the continuous movement of water will be to ensure the design plan is adequate and asked if a hydrologic study was done. The City Manager stated approval can be contingent to the hydrologic study and would have Halff and Associates present at the next meeting.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve realignment of drainage ditch at Mayor Pablo Peña City Park contingent to the hydrologic study as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. 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, and July 6, 2021; staffed by Airport Department.)

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve.

Andrew Muñoz, Asst. City Manager/Aviation Director, briefly went over the changes as discussed from the last meeting that included changing the wording on Section 4.1, 4.2 and 4.3 and awarded points to each section sub-questions. Staff recommended other changes taken from comments received from ERO Architects and commissioners is to increase Section 1 proposal points from 50 to 60, decrease Section 2 from 10 to 8 points; Section 3 decrease from 10 to 8 points, Section 4 decrease from 18 to 16, Section 5 decrease from 7 to 6 points and Section 6 decrease from 5 to 3 points stating the total scoring would still equal 100 points suggesting by raising the points in Section 1, Proposal Price, more competitive pricing could be received.

The City Manager suggested the commission remove the points from the minor categories leaving points on the major category and avoid a repetitive task of calculating a score. Mayor Suarez voiced the subcategories help justify the scoring and can be more objective and would like to keep. Staff is ready to proceed and needs direction on the scoring matrix.

In response to Commissioner Kerr, Section 6.1 sub-contractors' respondents would need to list those subcontractors they would use. Staff would award points based on work performance of those subcontractors this ensures no subcontractor is disbarred and suspended and the subcontractors would need to be specific to the project.

Commissioner Kerr withdrew the original motion.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve with changes to increase Section 1 proposal points from 50 to 60 with all other sections to be decreased as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Juan Rodriguez to approve a Conditional Use Permit to obtain an On-Premises Retail Dealer's Wine and Beer Retailer's permit at 2721 W. Business 83. Also being Lot 7, Block 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Rebekah de la Fuente, Planning & Code Enforcement Director, stated nineteen property owners within 200 feet of the applicant's property were notified; small convenience store (Martha's Sweets) operating similar to Crazy About Mangonadas and Juan Botas where they prepare and carry out. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Commissioner Kerr moved to approved Conditional Use Permit to Obtain On-Premise Retailer's Wine and Beer Retailer's permit at 2721 W. Business 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Domingo Gonzalez on Ordinance 2021-25 to rezone 403 W Pike Blvd. Also being Lot 2-3, Block 20, Esplanada Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-25. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Rebekah de la Fuente stated eighteen property owners within 200 feet of the applicant's property were notified with no objection received; across from Palm Plaza with proposals to place a small candy apple store. The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Ordinance 2021-25 to rezone 403 W. Pike Blvd. also being Lot 2-3, Block 20 Esplanda Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Felix De La Cruz on Ordinance 2021-26 to rezone 105 Adelita St. Also being Lot 8-10, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District and R-2 Duplex and apartment district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-26. Three-fourths vote required. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Commissioner Kerr seconded by Commissioner Rodriguez moved to discuss.

Rebekah de la Fuente stated twenty-three property owners within 200 feet were notified with one petition against who owns three properties in the area; the Planning and Zoning Commission and staff recommended denial based on 2040 land use map.

Felix De La Cruz stated born and raised in Weslaco; his intention has been to open an Aguilar's Meat Market in Weslaco; has existing stores – two in Edinburg, one in San Juan and Mission; doesn't know who objected but his other stores are located in neighborhood areas and has not had any issues. Mr. De La Cruz asked what the objections to his store are.

Rebekah stated the 2040 Land Use Map has not identified Adelita Street as a commercial coordinator and proposed use will not conform (spot zoning) to the surrounding residential neighborhood.

City Manager stated in Texas, we are required to adopt a master plan; City Commission instructs the Planning & Zoning Commission to go through series of public hearings and to outline how they want the city to be used; either it be residential, commercial, multifamily, retail and/or industrial and hold public hearings and then adopt. The master plan considers this area residential and changing it to commercial is called "spot zone".

Mr. Cruz stated his front two properties are commercial; has six properties on Adelita Street and asks Commission for their favorable consideration.

Mayor Suarez recommends tabling the item until they have a full commission since the item requires three-fourths vote of those present.

Commissioner Kerr withdrew original motion seconded by Commissioner Rodriguez moved to table Ordinance 2021-26. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Ordinance 2021-27 for the Voluntary Annexation of Weslaco Industrial Park Subdivision – being a 146.09 acre tract of land out of Farm Tract 1056, 1057, and 1058, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at the Northeast Intersection of Mile 9 & FM 1015 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-27. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Rebekah de la Fuente stated this is the proposed site for the future Mid Valley Industrial Park; the next phase; rezoning will be presented at the next meeting; this is the first step to get into the city. The Planning & Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Ordinance 2021-27 for Voluntary Annexation of Weslaco Industrial Park Subdivision being 146.09-acre tract of land

out of Farm Tract 1056, 1057, and 1058, Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the Final Plat for Highland Manor PH 2– being a re-subdivision of 13.46 acres out of Farm Tract 238 and 239, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on FM 1015 & Mile 11th North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Rebekah de la Fuente stated this is a proposed eighteen (18) lot subdivision located outside City limits; supplied with water by North Alamo Water Supply through an eight-inch water line. They are proposing sanitary sewer through OSSF and requesting a variance for OSFF and variance for offsite drainage; received letters of support from Irrigation District and Drainage District. The Planning & Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve Final Plat for Highland Manor PH2 being a re-subdivision of 13.46 acres out of Farm Tract 238 and 239, West and Adams Subdivision as presented. Motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Final Plat for Chavez De Los Santos Subdivision– being a 6.364 acre tract out of Farm Tract 256, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the West side of Mile 4 ½ West, approximately 1770 ft. South of Mile 12 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Rebekah de la Fuente stated this is a proposed two (2) lot subdivision located outside city limits; supplied with water by North Alamo Water Supply through 6-inch waterline; sewer by OSSF; requesting variance. The Planning & Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve Final Plat for Chavez De Los Santos Subdivision being a 6.364-acre tract out of Farm Tract 256, West Tract Subdivision as presented. Motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on Ordinance 2021-28 first and final reading approving a negotiated resolution between the City of Weslaco and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing declaring an effective date and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2021-28. Possible action. (Staffed by Finance Department.) Attachment.

Vidal Roman, Finance Director stated Texas Gas Service requested \$4.2 million increase; it was

reduced by \$780,000 with final number being \$3.8 million; tariff effective on July 28, 2021.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Ordinance 2021-28 on first and final reading Texas Gas Service Cost of Service Adjustment tariff as presented. Motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to accept and file the Financial Reports for the General Fund, Water/Wastewater and Solid Waste funds for the period ending June 30, 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman reviewed the financials for the General Fund, Water/Wastewater and Solid Waste Funds for the quarter ending June 30, 2021. The City is in good financial standing. Staff recommends acceptance and filing of these reports.

Commissioner Kerr seconded by Commissioner Pedraza moved to accept and file the financials for the General, Water/Wastewater and Solid Funds of June 30, 2021 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to accept and file the Quarterly Investment Report for the period ending June 30, 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman reviewed the quarterly investment report for June 30, 2021. He reported the City is doing well financially.

Commissioner Kerr seconded by Commissioner Pedraza moved to accept and file the Quarterly Investment Report for period ending June 30, 2021 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on amendment to the inter-local agreement between the City of Weslaco and County of Hidalgo Tax Office for the assessment and collection of property taxes for another year effective September 1, 2021 in the amount of \$48,564 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman stated an interlocal agreement with the County for the collection and assessment of taxes; there will be no increase in fees from last year; fees will be \$48,564. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve amendment to the inter-local agreement between City of Weslaco and County of Hidalgo Tax Office as presented. Motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to approve authorization to solicit bids for the purchase of Commercial Dumpsters with lock bars and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

Olga Garza, Asst. Public Works Director stated the city will be taking over the commercial dumpster services and looking at requiring business owners to request a lock bar on their containers; business owner will have their own set of keys to open the dumpster; no issues when we dispose of trash with the locks; this would prevent the public from illegal dumping trash in their containers.

Commissioner Rodriguez seconded by Commissioner Kerr moved to approve authorization to solicit bids for the purchase of Commercial Dumpsters with lock bars as presented. Motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Farias in attendance.

L. Discussion and consideration of removal of commercial dumpster from city parks and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks & Recreation Director stated on a weekly basis illegal dumping is happening at our city parks; reviewed pictures of trash overflow on city dumpsters at the parks; trash is being generated by residential trash; staff has been picking up trash and junk around the dumpsters and disposing at Public Works.

City Manager Mike R. Perez stated this will be done on a pilot basis; trash is accumulating at our city parks, and commercial accounts are having the same issues; Public Works will open on Saturdays to drop off bulky items.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve removal of commercial dumpsters on a pilot basis from city parks as presented. Motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to award Southern Trenchless Solutions (Buyboard Contract #635-21) in the amount not to exceed \$127,511 for pipebursting project on S. Indiana St., S. Oklahoma St., and Lee Garza, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

Commissioner Farias abstained from voting and discussion.

Pete Garcia, Public Works Director stated that staff has identified sewer line repairs due to deterioration at the locations on S. Indiana from Business 83 to 4th Street; S. Oklahoma from Business 83 to 4th Street; and Lee Garza Street and Bridge Avenue. Staff is recommending the lowest bidder to Southern Trenchless Solutions not to exceed \$127,511.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to award Southern Trenchless Solutions for pipe bursting project as presented. Motion carried with Commissioner Farias abstaining; Mayor Suarez was present and voting.

N. Discussion and consideration to solicit for Request for Proposals (RFP's) for EMS Billing services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio “Tony” Lopez, Fire Chief recommended approval to solicit proposals for EMS Billing Services as the EMS calls have increased and is requiring a greater demand on staff with incoming collections; due to the demand, staff recommended to contract out the billing services.

Commissioner Kerr seconded by Commissioner Pedraza moved to authorize solicitation of the Request for Proposals for EMS Billing services as presented. Motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to approve rerates on current Health Insurance Plan with UnitedHealthcare, Dental Insurance with BC/BS, and Vision Insurance with Avesis for Fiscal Year October 01, 2021 through September 30, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by HR Department.)

Luz Galindo, Human Resources Director, introduced Araceli Garza with Jeff Everitt & Associates. Ms. Araceli Garza stated they were able to secure renewal rates for health insurance with UnitedHealthcare with a negotiated rate from 11.7% to 5%. City Manager stated recommendation is to go with Option 1 and Option 2 which will not put a high cost for specialty medication.

Araceli Garza stated there is no changes or increases to the Dental and Vision plans. In reference to Commissioner Farias question relating to online enrollment; Araceli Garza stated that Jeff Everett and Associates can offer their products via online enrollment. Other insurances will have to be done manually and/or possibly work with the other agents to see if it can be online.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve rerates on Health Insurance Plan with UnitedHealthcare, Dental Insurance with BC/BS, and Vision Insurance with Avesis as presented. Motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to approve request by contractor to amend contract amendment and reduce retainage amount from 10% to 5% for the Pleasantview & 11th St. Drainage Improvements Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

City Manager Mike R. Perez stated that contractor Rigney Construction and its subcontractor Total Commitment have requested to amend contract and reduce retainage from 10% to 5% for Pleasantview & 11th Street Drainage Improvements project. Mr. Perez stated there are some unfinished work that needs to be completed such as build a curb and gutter on the north end of the project, place some caliche, paving and pave the damage done on 18th Street. City Manager recommended reducing 10% to 5% once a letter is received from Project Engineer Jose Reyes stating all work, other than the boring under International Blvd., be completed and that he and City Engineer Albert Aldana meet with Jose Reyes of SWG to agree with this recommendation.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve contract amendment and reduce retainage amount from 10% to 5% contingent to projects completion and staff meeting with Jose Reyes of SWG as presented. Motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration to authorize seeking of Bids for proposed Traffic Signal Improvements at intersections of Westgate and 6th, Bridge and 18th, Bridge and Pike Blvd, and Bridge and 6th St and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

City Manager Mike R. Perez stated staff is seeking approval to advertise and seek bids for proposed traffic signal improvements at these locations: Bridge Street at Pike Blvd (re-cable existing traffic signal & add vehicle detection); Bridge St at 6th Street (re-cable existing traffic signal & add vehicle detection); Bridge Street at 18th Street (remove existing traffic signal & install new traffic signal) and Westgate Drive at 6th Street (Install new traffic signal).

Commissioner Farias stated he would like to see an agenda item at the next meeting on street striping.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve authorization to seek Bids of proposed Traffic Signal Improvements as presented. Motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to approve seeking of bids for proposed new sidewalks and maintenance of existing sidewalks throughout the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

City Manager Mike R. Perez stated staff seeks approval of bids for proposed new sidewalks and maintenance of existing sidewalks throughout the City.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve authorization to seek Bids for proposed new sidewalks and maintenance of existing sidewalks as presented. Motion carried unanimously; Mayor Suarez was present and voting.

VII. REPORTS

- A. Report by Engineering Department - Pleasantview project.
- B. Report by Siemens: Year 2 Annual Performance Assurance report.
- C. Report by Parks and Recreation.
- D. Report by Public Works.
- E. Report by Emergency Management - COVID-19.
No reports until the next meeting.

VIII. EXECUTIVE SESSION

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

At 7:42 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. 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 Police Union (Weslaco Municipal Police Association) 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 relating to WEDC loan of \$12,500,000 for land and improvements at real property described as Tract 1 out of Farm Tracts 1056, 1057 and 1058, West and Adams Tract Subdivision as authorized by section §551.071 of the Texas Government Code.

Commissioner Kerr abstained from voting and discussion.

Commissioner Pedraza, seconded by Commissioner Rodriguez move to recommend approval to the final terms of the loan by WEDC with Texas Regional Bank for \$12 million master line of credit also called a draw note, with assignment of sales tax revenue as collateral; interest at 2.95% fixed for 5 years with monthly interest payments based on amount of draws, reserve account of \$700,000 to be funded by March 2022 with net sale proceeds to be applied to principal balance with minimum sales/release price per acre of \$45,000 to be calculated on an aggregate basis. The motion carried with Commissioner Kerr abstaining. Mayor was present and voting.

G. Legal Consultation - Consultation with City Attorney regarding potential claim from Leonel Garza, Juan Guadalupe Velasquez, Jose Gonzalez, Judy Velasquez, Individually and as next friend of D.T. and A.G., Minors vs. City of Weslaco, Weslaco Police Department and Jose Alberto Lozoya as authorized by section §551.071 of the Texas Government Code.

No action.

X. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Rodriguez moved to adjourn the meeting of July 20, 2021 at 7:43 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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4522
From: REBEKAH DE LA FUENTE		
Subject: Approval of Ordinance 2021-25 to rezone 403 W Pike Blvd. Also being Lot 2-3, Block 20, Esplanada Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. (First reading held on July 20, 2021; Staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property R-1 One family Dwelling district to B-2 secondary and highway business district. Eighteen (18) property owners within 200 feet of the applicant's property were notified by letter on June 25, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 21, 2021		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request at their regular meeting of July 7, 2021		
NORMA CANTU REBEKAH DE LA FUENTE Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval of rezone based on 2040 land use map.		
Attachments, if any: Rezone-403 W Pike Memo, 403 w pike -attachments, 403 W Pike Blvd- aerial, O2021-25 rezone 403 W Pike		

Responsibilities upon Approval: Staff will advise the applicant

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

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 403 W Pike

DATE: July 12, 2021

The property owner is proposing a candy apple store at the proposed location and will need to comply with all building and parking requirements. The 2040 Land Use Map has identified Pike Blvd as a commercial corridor and proposed use will conform to the surrounding neighborhood. There are currently commercial properties to the north and west of the site. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE-000079-2021

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 2-3 Block 20

Subdivision Name Esplanada

Street Address 403 W. Pike Blvd

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning B-2 Proposed Land Use _____

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Amado Sanchez Phone 956-453-3331

Address 4009 Everglade Dr. Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: amado.sanchez

OWNER

Name ACSS Properties LLC Phone 956-405-3140

Address 300 S. Texas Blvd. Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: _____

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature [Signature] Date 6/11/21
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02766785 6/16/2021 4:39 PM
OPER: NV TERM: 039
REF#: 3056
PAID BY:

TRAN: 800.0000 ENERGOV PAYMENT
INV-00001980 305.00CR
SANCHEZ, AMADO
CAINVOICEFEE 300.00CR
CAINVOICEFEE 5.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

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

PLANNING DEPARTMENT

June 25, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 7, 2021, and the City Commission will hold a public hearing on July 20, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: +1 346 248 7799; Meeting ID: 861 6670 7978

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to planning@weslacotx.gov by 12:00 pm on July 7, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Amado Sanchez is requesting to rezone 403 W Pike Blvd. Also being Lot 2-3, Block 20, Esplanada Subdivision, Weslaco, Hidalgo County, and Texas R-1 One family Dwelling district to B-2 secondary and highway business district.

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

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

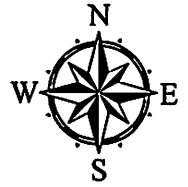
Sincerely,

Rebekah de la Fuente, CFM
Planning Director

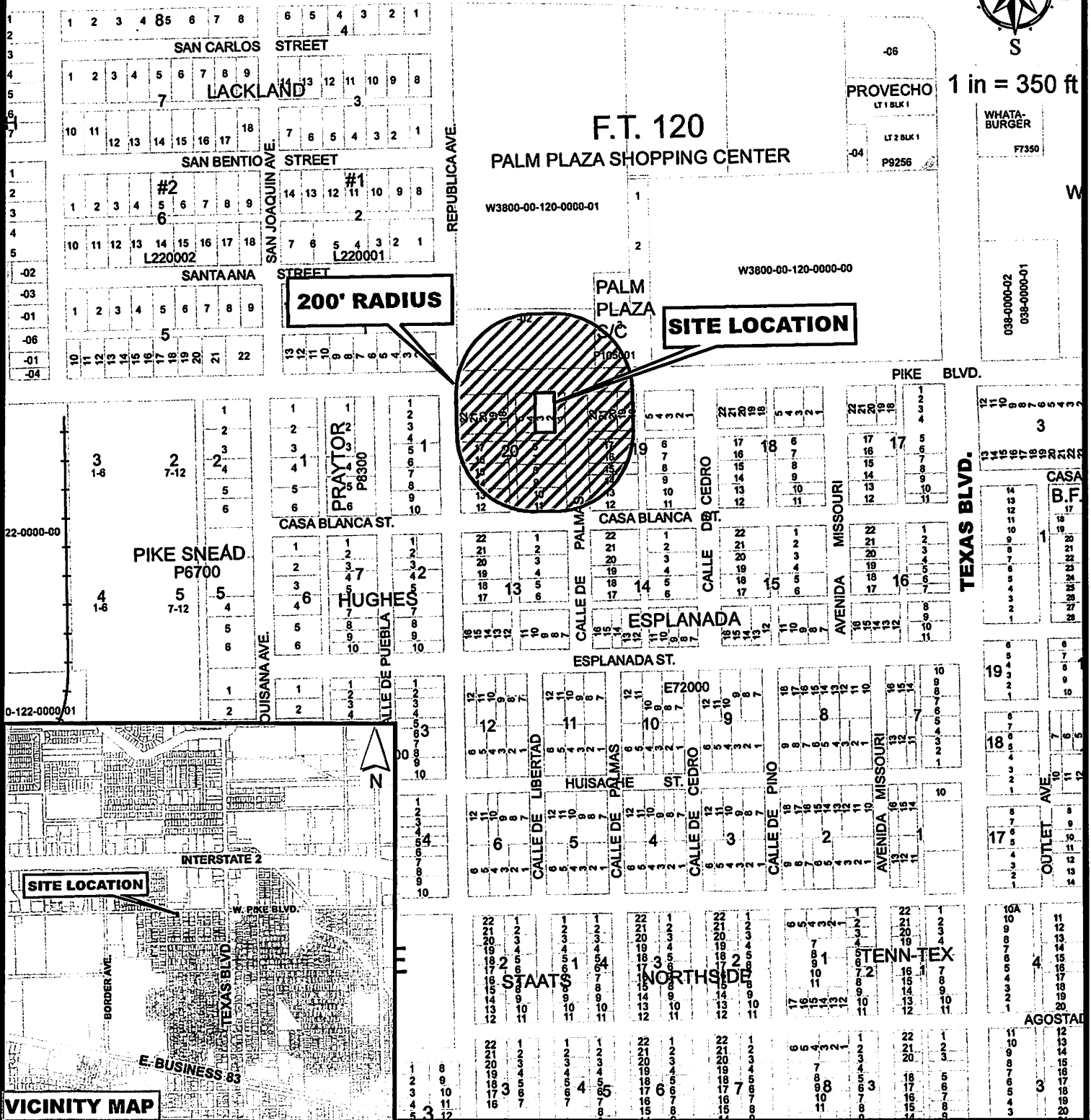
CITY OF WESLACO

Engineering Department

INTERSTATE 2



1 in = 350 ft



Amando Sanchez

403 West Pike Blvd.

ESPLANADA BLK 20 LTS 2-3

BLOCK 163, F.T. 121, LOT 1

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Residential
Proposed zoning: B-2
Proposed land use: Commercial



JUN 24, 2021

SOSA JOSE PO BOX 1121 WESLACO TX 78599	E7200-00-019-0012-00 ESPLANADA BLK 19 LTS 12-13-14 804 N PALMAS ST	L: 39938 B: 24359
GARCIA SAUL & GLENDA D 808 N PALMAS ST WESLACO TX 78596	E7200-00-019-0015-00 ESPLANADA BLK 19 LT 15 808	L: 13313 B: 38710
GARCIA SAUL & MA VICTORIA 810 N PALMAS ST WESLACO TX 78596	E7200-00-019-0016-00 ESPLANADA BLK 19 LTS 16-17 810	L: 26625 B: 23281
GONZALEZ DOMINGO J 328 W ZACATECAS ST WESLACO TX 78599	E7200-00-019-0018-00 ESPLANADA BLK 19 LTS 18-19 313 W PIKE BLVD	L: 17750 B: 0
ZAVALA MARIA A 805 N PALMAS ST WESLACO TX 78596	E7200-00-019-0020-00 ESPLANADA BLK 19 LTS 20-21-22 321 W PIKE BLVD	L: 26625 B: 28165
CASTILLO DAVID JR & ELIDA G 6723 N WESTGATE DR WESLACO TX 78599	E7200-00-020-0001-00 ESPLANADA BLK 20 LT 1 815 N PALMAS ST	L: 8875 B: 14741
MORA MAXIMO & SANDRA GUERRA & 2513 ULEX AVE MCALLEN TX 78504	E7200-00-020-0002-00 ESPLANADA BLK 20 LTS 2-3 403 W PIKE BLVD	L: 17750 B: 25586
MARTINEZ CATARINO Jr 407 W PIKE BLVD WESLACO TX 78596	E7200-00-020-0004-00 ESPLANADA BLK 20 LTS 4-5 407 W PIKE BLVD	L: 17750 B: 63238
GARZA MARIA ESTELLA 811 N PALMAS ST WESLACO TX 78596	E7200-00-020-0006-00 ESPLANADA BLK 20 LTS 6-7 811	L: 26625 B: 20360
ZAVALA MARIA TORRES & ROLANDO 805 N PALMAS ST WESLACO TX 78596	E7200-00-020-0008-00 ESPLANADA BLK 20 LTS 8-9 805	L: 26625 B: 81200
RODRIGUEZ RENE & GUADALUPE 801 N PALMAS ST WESLACO TX 78596	E7200-00-020-0010-00 ESPLANADA BLK20 LTS 10-11 801	L: 26625 B: 84949
PENA JUAN & BASILISA GARZA 800 N REPUBLIC WESLACO TX 78596	E7200-00-020-0012-00 ESPLANADA BLK 20 LTS 12-13 800 N REPUBLIC ST	L: 26625 B: 11359

JUN 24, 2021

GARCIA ELOY & MARIA H 806 N REPUBLIC ST WESLACO TX 78596	E7200-00-020-0014-00 ESPLANADA BLK 20 LTS 14-15 & S 5' OF 16 806 N REPUBLIC ST	L: 28844 B: 24003
LUCIO CRISELDA 810 N REPUBLIC ST WESLACO TX 78596	E7200-00-020-0016-00 ESPLANADA BLK 20 - N 25' OF LT 16 & ALL 810 N REPUBLIC ST	L: 24407 B: 18271
WILSON CHARLES A & MARIA M 2305 SILVERADO N MISSION TX 78573	E7200-00-020-0018-00 ESPLANADA BLK 20 LTS 18-19-20-21-22 413 W PIKE BLVD	L: 68750 B: 227002
RODRIGUEZ, DAVID DBA LEGACY BUILDERS 1014 N TEXAS BLVD STE 20-A WESLACO TX 78596	E7200-00-020-0021-00 ESPLANADA BLK 20 LTS 21-22 0	L: 17500 B: 0
WESLACO PALM PLAZA LTD 4515 SAN PEDRO AVE SAN ANTONIO TX 78212	P1050-01-001-0001-00 PALM PLAZA SHOPPING CENTER UT NO. LOT 3 BLK 1 1025 N TEXAS BLVD	L: 307704 B: 709911
WESLACO PALM PLAZA LTD 4515 SAN PEDRO AVE SAN ANTONIO TX 78212	W3800-00-120-0000-02 WEST TRACT S175.2'-W381'-FT 120 R A-2 1.53AC GR 1.18AC NET 310 PIKE BLVD	L: 413528 B: 610833

Rezone

R-1 One family dwelling to B-2 Secondary & Highway

Legend

 2721 W Business 83

 403 W Pike Blvd

Google Earth

© 2021 Google
© 2021 INEGI

200 ft



ORDINANCE NO. 2021-25

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 403 W PIKE BLVD. ALSO BEING LOT 2-3, BLOCK 20, ESPLANADA SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One family Dwelling district to B-2 secondary and highway business district located at 403 W Pike Blvd. Also being Lot 2-3, Block 20, Esplanada Subdivision, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of July 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of August 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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4523
From: REBEKAH DE LA FUENTE		
Subject: Approval of Ordinance 2021-27 for the Voluntary Annexation of Weslaco Industrial Park Subdivision – being a 146.09 acre tract of land out of Farm Tract 1056, 1057, and 1058, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at the Northeast Intersection of Mile 9 & FM 1015 and authorize the Mayor to execute any related documents. (First reading held July 20, 2021; Staffed by Planning & Code Enforcement Department.)		
Background: The property is within a Flood Zone “X”. Developer will begin subdivision process in the next few months, for the next Phase of the Mid Valley Industrial Park. City services are available adjacent to the property. Voluntary annexation will be step one in the platting process.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the voluntary annexation at their regular meeting of July 7, 2021		
NORMA CANTU REBEKAH DE LA FUENTE Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Voluntary Annexation- Mid Valley Industrial Park- Memo, WESLACO INDUSTRIALPARK ANNEX - ATTACHMENTS, Voluntary Annexation- aerial, O2021-		

27 Voluntary Annexation Valley Industrial Park
Responsibilities upon Approval: Staff will advise the applicant

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

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Voluntary Annexation- Mid Valley Industrial Park

DATE: July 12, 2021

The proposed sixteen (16) lot subdivision is located just outside the City of Weslaco city limits on the Northeast corner of FM 1015 and Sugarcane Drive, which will be the next phase of the Weslaco Mid Valley Industrial Park. The location will be provided with water by NAWSC and sanitary sewer by the City of Weslaco. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR VOLUNTARY ANNEXATION

ANNX-000089-2021

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Weslaco Industrial Park

Location: Located at the Northeast Intersection of Mile 9 & FM 1015

Legal Description: 1. ADAMS TRACT FT 1056 EXC N80' 37.060AC GR 35.84AC NET 2. ADAMS TRACT FT 1057 50.18 AC EXC AN IRR TR N80' 46.462AC GR 45.702AC NET
3. ADAMS TRACT AN IRR TR N80'-FT 1057; 61.56AC-FT1058. 65.17 AC NET 4. ADAMS TRACT FT 1056 N80' 2.43AC GR 2.35AC NET

- ☒ Petition for annexation signed and notarized by property owners.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds.
- ☒ City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: Economic Development Corporation of Weslaco Telephone: 956-969-0838

Address: 275 S. Kansas Ave. Ste A

Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: svaldez@weslacoedc.com

ENGINEER INFORMATION

Name: SAMES, Inc. - Nadia Lopez, P.E. Telephone: 956-702-8880

Address: 200 S. 10th St. Suite 1500

Fax: _____

City: McAllen State: TX Zip: 78501 E-mail: nlopez@samengineering-surveying.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Steven M. Valdez
Owner Signature: [Signature] Date: 6-25-21

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO



June 15, 2021

Steven M. Valdez, Director
Weslaco Economic Development Corporation
275 S. Kansas Ave
Weslaco, TX 78596

Re: Voluntary Annexation Request

To Whom it May Concern,

As the owners of the below referenced property, we would like the City of Weslaco to consider our request for annexation. The property in question is located at the Northeast corner of intersection Mile 9 & FM 1015 (property ID's 1240511, 1240512, 108458, and 108460). The property is currently undeveloped and will be zoned accordingly. The size of the tracts in total are 151.23 acres. Should have any questions please feel free to reach us at the number provided below.

Sincerely,

Steven M. Valdez
Executive Director
Weslaco Economic Development Corporation

SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10TH St. Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

METES & BOUNDS DESCRIPTION

**A 146.09 ACRE (6,363,662.99 SQ. FT.) GROSS,
TRACT OF LAND OUT OF FARM TRACTS 1056, 1057, AND 1058, ADAMS TRACT SUBDIVISION, AS RECORDED IN
VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

TRACT I:

A 35.26 ACRE (1,535,942.23 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1056, AND A 44.95 ACRE (1,957,987.89 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1057, WEST AND ADAMS SUBDIVISION, THEREOF CONVEYED TO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 322370, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

TRACT II:

A 6.04 ACRES (263,119.42 SQ.FT.) TRACT OF LAND OUT OF FARM TRACTS 1056 AND 1057, AND A 59.84 ACRES (2,606,613.45 SQ.FT.) TRACT OF LAND OUT OF FARM TRACT 1058, ADAMS TRACT SUBDIVISION, THEREOF CONVEYD TO SAN JACINTO ENTERPRISES, LLC, DOCUMENT No. 3053281, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

COMMENCING; AT THE COMMON CORNERS OF FARM TRACT 1056, ADAMS TRACT SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, **THENCE;** SOUTH 01°09'51" EAST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND 1040, A DISTANCE OF 20.00 FEET, TO A POINT ON THE CENTERLINE OF MILE 3 ROAD WEST, **THENCE;** SOUTH 88°50'09" WEST, PARALLEL TO THE SOUTH LINE OF FARM TRACT 1056, A DISTANCE OF 110.00 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, AT THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD (HAVING A 60.0' RIGHT OF WAY) NORTH, BEING THE **POINT OF BEGINNING**, HAVING A GRID COORDINATE OF E=1161696.9262, N=165592940.5393, ALONG A CORNER CLIP TO A SET (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 46°09'51" WEST, A DISTANCE OF 70.71 FEET, TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF MILE 3 ROAD WEST (HAVING A 120.0' RIGHT OF WAY), FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°09'51" EAST (NORTH), ALONG THE EAST RIGH OF WAY LINE OF SAID MILE 3 ROAD WEST (F.M. 1015), A DISTANCE OF 1,250.0 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, FOR AN EXTERNAL CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 88°50'09" EAST (EAST), ALONG THE SOUTH LINE OF A TRACT OF LAND THEREOF CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, A DISTANCE OF 2,346.50 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 50°06'51" WEST (NORTH 48°57'00" WEST), ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO SAID RAUL PEREZ AND RAQUEL PEREZ, A DISTANCE OF 1,984.65 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", ON THE SOUTH RIGHT OF WAY LINE OF A 220.00' IRRIGATION CANAL RIGHT OF WAY, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 65°30'10" EAST (NORTH 66°40'00" EAST), ALONG A DISTANCE OF 2,244.88 FEET, TO A SET HALF (1/2) INCH IRON ROD STAMPED "SAMES", FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 00°39'51" WEST (SOUTH 00°30'00" WEST), AT A DISTANCE OF 2,322.59 FEET, PASS A HALF (1/2) INCH IRON ROD, A TOTAL DISTANCE OF 3,492.59 FEET, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 88°50'09" WEST (WEST), ALONG THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD NORTH, A DISTANCE OF 2,830.62 FEET, TO A HALF (1/2) INCH FOUND IRON ROD, BEING THE **POINT OF BEGINNING**, CONTAINING A 146.09 ACRE (6,363,662.99 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10TH St. Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE COORDINATE SYSTEM SOUTH ZONE (4205) (NAD 83 2011 ADJUSTMENT), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, OSCAR HERNANDEZ, R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED ON THE GROUND ON JUNE 9, 2021 UNDER MY DIRECTION.


OSCAR HERNANDEZ. DATE 6.28.2021
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5005



TAX CERTIFICATE



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

Issued To:

SAMES INC
200 S 10TH ST. STE#1500
MCALLEN, TX 78570-1

Legal Description

ADAMS TRACT FT 1057 50.18 AC EXC AN IRR
TR N80° 46.57 AC NET

Fiduciary Number: 27114773

Parcel Address: MILE 9 NORTH

Legal Acres: 46.5700

Account Number: A0800-00-000-1057-00

Deposit No.: ED2117641TC

Print Date: 06/25/2021 09:02:43 AM

Certificate No: 243582714

Paid Date: 06/25/2021

Certificate Fee: \$10.00

CASH

Issue Date: 06/25/2021

Operator ID: IVED41

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2020. ALL TAXES ARE PAID IN FULL

Exemptions:

OPEN SPACE 1-D-1

Certified Owner:

HANSEN LARS KEVIN
220 ROBLEDO VERDE ST
SAN ANTONIO, TX 78232-1114

Certified Tax Unit(s):

1 HIDALGO COUNTY
2 DRAINAGE DIST #1
28 CITY OF MERCEDES
53 WESLACO ISD
54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

2020 Value:	745,120
2020 Levy:	\$499.70
2020 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: 108460

Issued By:

[Signature]

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR



This certification does not include any mineral estates in and to said land where severance thereof has been affected by sale, reservation lease, pooling agreement, unitization or otherwise.

TAX CERTIFICATE



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

Issued To:

SAMES INC
200 S 10TH ST. STE#1500
MCALLEN, TX 78570-1

Legal Description

ADAMS TRACT 1.0AC-40.0AC FT 1056 1AC NET

Fiduciary Number: 27114773

Parcel Address: MI 9

Legal Acres: 1.0000

Account Number: **A0800-00-000-1056-00**

Deposit No.: ED2117641TC

Print Date: 06/25/2021 08:55:06 AM

Certificate No: 243582710

Paid Date: 06/25/2021

Certificate Fee: \$10.00

CASH

Issue Date: 06/25/2021

Operator ID: IVED41

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2020. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

HANSEN LARS KEVIN
220 ROBLEDO VERDE ST
SAN ANTONIO, TX 78232-1114

Certified Tax Unit(s):

1 HIDALGO COUNTY
2 DRAINAGE DIST #1
3 EMS DIST #1
53 WESLACO ISD
54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

2020 Value:	16,000
2020 Levy:	\$309.94
2020 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE (TAX ROLL SECTION 31.08(B)).
DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: 108458

Issued By:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR



This certification does not include any mineral estates in and to said land where severance thereof has been affected by sale, reservation lease, pooling agreement, unitization or otherwise.

TAX CERTIFICATE



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

Issued To:

SAMES INC
200 S 10TH ST. STE#1500
MCALLEN, TX 78570-1

Legal Description

ADAMS TRACT FT 1056 N80' 2.43AC GR
2.35AC NET

Fiduciary Number: 27114773

Parcel Address:

Legal Acres: 2.3500

Account Number: **A0800-00-000-1056-04**

Deposit No.: ED2117641TC

Certificate No: 243582711

Certificate Fee: \$10.00

CASH

Print Date: 06/25/2021 08:57:35 AM

Paid Date: 06/25/2021

Issue Date: 06/25/2021

Operator ID: IVED41

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2020. ALL TAXES ARE PAID IN FULL

Exemptions:**Certified Owner:**

SAN JACINTO ENTERPRISES LLC
2100 W EXPRESSWAY 83
MERCEDES, TX 78570-9764

Certified Tax Unit(s):

1 HIDALGO COUNTY
2 DRAINAGE DIST #1
3 EMS DIST #1
53 WESLACO ISD
54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

2020 Value:	17,625
2020 Levy:	\$341.40
2020 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: 1240512

Issued By:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR



This certification does not include any mineral estates in and to said land where severance thereof has been affected by sale, reservation lease, pooling agreement, unitization or otherwise.

TAX CERTIFICATE



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

Issued To:

SAMES INC
200 S 10TH ST. STE#1500
MCALLEN, TX 78570-1

Legal Description

ADAMS TRACT AN IRR TR N80'-FT 1057;
61.56AC-FT1058. 65.17 AC NET

Fiduciary Number: 27114773

Parcel Address:

Legal Acres: 65.1700

Account Number: **A0800-00-000-1057-02**

Deposit No.: ED2117641TC

Certificate No: 243582712

Certificate Fee: \$10.00

CASH

Print Date: 06/25/2021 09:01:17 AM

Paid Date: 06/25/2021

Issue Date: 06/25/2021

Operator ID: IVED41

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2020. ALL TAXES ARE PAID IN FULL

Exemptions:

OPEN SPACE 1-D-1

Certified Owner:

SAN JACINTO ENTERPRISES LLC
2100 W EXPRESSWAY 83
MERCEDES, TX 78570-9764

Certified Tax Unit(s):

1 HIDALGO COUNTY
2 DRAINAGE DIST #1
28 CITY OF MERCEDES
53 WESLACO ISD
54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

2020 Value:	488,775
2020 Levy:	\$699.28
2020 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: 1240511

Issued By:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR



This certification does not include any mineral estates in and to said land where severance thereof has been affected by sale, reservation lease, pooling agreement, unitization or otherwise.

Annexation

Mid Valley Industrial Park

Legend

 Mid Valley Industrial Park

Google Earth

© 2021 Google
© 2021 INEGI

Mile 9 Rd N

W Manzanillo

Sabatini Dr

Gabriella Dr

Monica Dr

Moracost Dr

Seles Dr

De Oros Dr

Mile 2 1/2 Rd W

Chapa Dr



2000 ft

ORDINANCE NO. 2021-27

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 146.09 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Weslaco, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 146.09 acres and are more specifically described as follows, to-wit:

METES & BOUNDS DESCRIPTION

A 146.09 ACRE (6,363,662.99 SQ. FT.) GROSS,
TRACT OF LAND OUT OF FARM TRACTS 1056, 1057, AND 1058, ADAMS TRACT
SUBDIVISION, AS RECORDED IN
VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

TRACT I:

A 35.26 ACRE (1,535,942.23 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1056, AND A 44.95 ACRE (1,957,987.89 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1057, WEST AND ADAMS SUBDIVISION, THEREOF CONVEYED TO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 322370, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

TRACT II:

A 6.04 ACRES (263,119.42 SQ.FT.) TRACT OF LAND OUT OF FARM TRACTS 1056 AND 1057, AND A 59.84 ACRES (2,606,613.45 SQ.FT.) TRACT OF LAND OUT OF FARM TRACT

1058, ADAMS TRACT SUBDIVISION, THEREOF CONVEYD TO SAN JACINTO ENTERPRISES, LLC, DOCUMENT No. 3053281, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

COMMENCING; AT THE COMMON CORNERS OF FARM TRACT 1056, ADAMS TRACT SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, THENCE; SOUTH 01°09'51" EAST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND 1040, A DISTANCE OF 20.00 FEET, TO A POINT ON THE CENTERLINE OF MILE 3 ROAD WEST, THENCE; SOUTH 88°50'09" WEST, PARALLEL TO THE SOUTH LINE OF FARM TRACT 1056, A DISTANCE OF 110.00 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, AT THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD (HAVING A 60.0' RIGHT OF WAY) NORTH, BEING THE POINT OF BEGINNING, HAVING A GRID COORDINATE OF E=1161696.9262, N=165592940.5393, ALONG A CORNER CLIP TO A SET (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 46°09'51" WEST, A DISTANCE OF 70.71 FEET, TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF MILE 3 ROAD WEST (HAVING A 120.0' RIGHT OF WAY), FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°09'51" EAST (NORTH), ALONG THE EAST RIGH OF WAY LINE OF SAID MILE 3 ROAD WEST (F.M. 1015), A DISTANCE OF 1,250.0 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, FOR AN EXTERNAL CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 88°50'09" EAST (EAST), ALONG THE SOUTH LINE OF A TRACT OF LAND THEREOF CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, A DISTANCE OF 2,346.50 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 50°06'51" WEST (NORTH 48°57'00" WEST), ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO SAID RAUL PEREZ AND RAQUEL PEREZ, A DISTANCE OF 1,984.65 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", ON THE SOUTH RIGHT OF WAY LINE OF A 220.00' IRRIGATION CANAL RIGHT OF WAY, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 65°30'10" EAST (NORTH 66°40'00" EAST), ALONG A DISTANCE OF 2,244.88 FEET, TO A SET HALF (1/2) INCH IRON ROD STAMPED "SAMES", FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 00°39'51" WEST (SOUTH 00°30'00" WEST), AT A DISTANCE OF 2,322.59 FEET, PASS A HALF (1/2) INCH IRON ROD, A TOTAL DISTANCE OF 3,492.59 FEET, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 88°50'09" WEST (WEST), ALONG THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD NORTH, A DISTANCE OF 2,830.62 FEET, TO A HALF (1/2) INCH FOUND IRON

ROD, BEING THE POINT OF BEGINNING, CONTAINING A 146.09 ACRE (6,363,662.99 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 4. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of July 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of August 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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4392
From:		
Subject: Approval on amendments and extension from August 7, 2021 to September 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 Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4528
From:		
Subject: Approval on Resolution 2021-38 towards financing the Economic Development Corporation of Weslaco for the Real Estate Project and financing in part thereof, by Texas Regional Bank in the amount of \$12,000,000 authorizing the EDC Executive Director, EDC Board President and Mayor to execute any related documents. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: R2021-38 EDC loan Texas Regional Bank		
Responsibilities upon Approval:		

RESOLUTION NO. 2021-38

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS APPROVING THE EXPENDITURE OF FUNDS BY THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO, AUTHORIZING AND APPROVING THE PURCHASE OF REAL PROPERTY AND THE FINANCING THEREOF, AND APPROVING THE EXECUTION AND DELIVERY OF LOAN DOCUMENTS RELATED THERETO, AND CONTAINING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Weslaco, Texas (the “City”) has caused to be created the Economic Development Corporation of Weslaco (the “Corporation”) pursuant the authority granted by the Development Corporation Act, 1979 (“Act”); and

WHEREAS, the Act authorizes and empowers the Corporation to issue debt obligations on behalf of the City; and

WHEREAS, the City desires to purchase real estate for parking facilities, related transportation facilities and related roads, streets and other related improvements that enhance any of the items described herein, and consistent with the provisions of the Act; and

WHEREAS, the real estate desired to be purchased is legally described in Exhibit “A, which is attached hereto and incorporated by reference

WHEREAS, the Corporation desires to apply for a \$12,000,000 loan; and

WHEREAS, the Corporation desires to use the loan to finance its Real Estate Project and the financing by Texas Regional Bank; and

WHEREAS, the Corporation pledges a first lien on the Sales and Use Tax Revenues to secure its obligations under the Note, Series 2021 to Texas Regional Bank, both of which are attached as Exhibit “B” and incorporated by reference; and

WHEREAS, the City Commission finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true correct and complete, and hereby adopts and incorporates by reference such recitals and finds that it is in the best interests of the public and the Corporation that the Corporations assist in carrying out the public purpose of the Corporation and of the Act to authorize the execution and delivery of such documents; and

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

1. The City Commission of the City of Weslaco hereby approves a loan application by the

Corporation to Texas Regional Bank for the amount of \$12,000,000 to be used for its Real Estate Project, and the purchase of the real estate set forth in Exhibit “A” thereof.

2. The City Commission of the City of Weslaco hereby approves and consents the Corporation’s Real Estate Project, and the purchase of the real estate thereof.
3. The City Commission of the City of Weslaco approves the pledge by the Corporation of a first lien on the Sales and Use Tax Revenues to secure its obligations under the Note, Series 2021, to Texas Regional Bank.
4. The City Commission of the City of Weslaco hereby authorizes the Corporation’s Executive Director to sign all documents related to the loan.
5. The City Commission approval is given to satisfy the requirements of the Act. The City shall have no liability in regard to the expenditures, which will be the liability of the Corporation.

PASSED AND APPROVED on this 3rd day of August 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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4533	
From: ARNOLDO BECHO			
Subject: Approval to renew the Federal Work-Study America Reads Challenge, Community Service Challenge, and Community Service Agency agreements with the University of Texas Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The agreements proposed allow the library to obtain student help at a discount or even no cost, while providing financial aid opportunities to local and area students. The America Reads agreement allow for employment of students at no cost. The Community Service Challenge and Community Service Agency agreements allow for employment at an estimated discount of 75%. It is recommended that all three options be approved because often there are not sufficient individuals within the free programs to meet need. The City has renewed these agreements and budgeted funds for this annually since the 1990's. The program has proven incredibly useful to the library and helps provide local university students with employment options at the same time.			
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: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
ARNOLDO BECHO ARNOLDO BECHO Luz Galindo VIDAL ROMAN Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation:			

Staff recommends approval.

Attachments, if any:

memo UTRGV workstudy request 21-22, Work-Study agreement for FY 2021-2022
UTRGV

Responsibilities upon Approval:

Please have Mayor sign each of the 3 agreement underneath "Agency Representative". The signed agreements must be emailed to UTRGV through the Library's Volunteer Coordinator, Yolanda Alaniz. After the agreements are signed a PDF of the executed agreements should be emailed to Ms. Alaniz at yalaniz@weslacopl.us. Please copy the Library Director within this email. Ms. Alaniz will transmit the agreement back to the City Secretary's Department when she receives a fully executed copy.

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

July 23, 2021

To: David Suarez, Mayor; Leo Muñoz, Mayor Pro-Tem; Gregory Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Luz Galindo
Fr: Arnoldo Becho, Library Director
Re: Request to authorize the Federal Work-Study America Reads Challenge, Community Service Challenge, and Community Service Agency agreements

Through the Federal Work Study program community agencies are allowed to hire university students to assist within their institutions. The agreements proposed allow the library to obtain student help at a discount or even no cost, while providing financial aid opportunities to local and area students.

The agreements proposed allow the library to obtain student help at a discount or even no cost, while providing financial aid opportunities to local and area students. The America Reads agreement allow for employment of students at no cost. The Community Service Challenge and Community Service Agency agreements allow for employment at an estimated discount of 75%. It is recommended that all three options be approved because often there are not sufficient individuals within the free programs to meet need. The City has renewed these agreements and budgeted funds for this annually since the 1990's. The program has proven incredibly useful to the library and helps provide local university students with employment options at the same time.

The proposed budget for next year has allotted \$7,600 for this program. The library strongly supports approval. This program is an excellent public service we are happy to have the opportunity to provide to our local students. Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you,

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

Financial Aid Office

September 1, 2021 to August 31, 2022

This Agreement is entered into between The University of Texas Rio Grande Valley, hereinafter known as the "Institution", and the America Reads Program with Mayor Jose Sanchez Memorial Public Library, hereinafter known as the "Agency", a Federal, State, or local public agency or private non-profit organization within the meaning of that term as defined in section 675 of the regulations governing the Federal Work-Study Program, for the purpose of providing work to students eligible to participate in the Federal Work-Study Program.¹ This agreement shall become effective at the date the Institution approves this agreement and shall continue until its termination at the request of either party upon 30 days written notice to the other party.

Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this agreement: 1.) the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized. 2.) These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/ non-state share of student compensation that the Agency will pay to the Institution. The Institution will inform the Agency of the maximum number of hours per week a student may work.²

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendment of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that the students will be supervised by a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked.

The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this agreement. Time summary cards will be submitted by email of one on the listed individuals to the Work-Study Coordinator's Office at the Institution on a semi-monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. Agency is to keep all original timecards until institution personnel picks them up at the end of every semester. Failure to adhere to these requirements can lead to termination of this agreement.

The Agency agrees that students placed with them to meet the Community Service expenditure requirement through the America Reads/America Counts Program. In which employees will directly perform duties in agency programs designed to improve the quality of life of all members of the community, primarily low-income individuals and/or provide support services to individuals with disabilities. Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

Federal minimum wage is established at 7.25 per hour. However, students performing work on the project under this agreement will be paid at a rate of \$10.00 per hour as mandated by the Institution. All payments due as employer's contribution under Federal Social Security laws will be made by the Institution. The Institution shall pay the student one hundred percent (100%) of the gross earnings from Federal Work Study Funds. The Agency will be responsible for 100% of gross monthly earnings for time cards not submitted timely, 100% of any overtime compensation payments made, and will be responsible for earnings beyond the student's award allocation.

The Institution shall be deemed the employer of students participating with the Agency and may provide Workman's Compensation in case of injuries the student receives on the job under this agreement. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals they specifically designate.

Institution Representative:

Agency Representative:

Name: _____

Name: _____

Title: Executive V.P for Finance and Administration

Title: _____

Date: _____

Date: _____

¹ Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this Agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

² No student may perform work on any project under the Federal Work-Study Program exceeding 19 hours per week while school is in session, and 25 hours per week while school is not in session.

This Agreement is entered into between The University of Texas Rio Grande Valley, hereinafter known as the "Institution", with Mayor Jose Sanchez Memorial Public Library, hereinafter known as the "Agency" (a Federal, State, or local public agency or non-profit organization within the meaning of that term as define in section 675 of the regulations governing the Federal Work- Study Program), for the purpose of providing work to students eligible to participate in the Federal Work-Study Program.¹ This Agreement shall become effective on the date this Agreement is signed by both parties and shall continue until its termination at the request of either party upon 30 days' written notice to the other party.

Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this Agreement: 1) the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized. 2) These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non- state share of student compensation that the Agency will pay to the Institution. The Institution will inform the Agency of the maximum number of hours per week a student may work based on their eligible employment period.²

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked will supervise the students. The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this Agreement. Time summary cards will be submitted by email from one of the Agency's listed officials to the Work-Study Coordinator's Office at the Institution on a semi-monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. The Agency shall also control strictly the work schedules of students employed so that no students become entitled to overtime compensation. Failure to adhere to these requirements can lead to termination of this Agreement.

Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

The parties agree that students performing work on the project under this Agreement will receive compensation of at least the required minimum set by the Federal Fair Labor Standards Act (currently \$7.25 per hour), to be paid by the Institution; however, the Institution mandates and the Agency agrees that Students will be paid at \$8.00 per hour minimum. The Institution will make all payments due as employer's contribution under Federal Social Security laws. The Agency will pay to the Institution an amount calculated to be 25% of the student's gross monthly earnings, but the Agency will be responsible for 100% of gross monthly earnings for time cards not submitted timely, 100% of any overtime compensation payments made, and will be responsible for earnings beyond the students award allocation. The Agency further agrees to promptly remit payment to the Institution's Grants & Contracts Office upon receiving an invoice from the Institution for Agency's portion of the earnings due.

The Institution is considered the employer for purposes of this Agreement. The Agency has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The institution is limited to determining whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assigning students to work for the organization, and to determining that the students do perform their work. Institution will ensure that each student participating under this Agreement will have a criminal background check completed before employment. If the Agency requires a supplemental background check, one may be conducted at the expense of the Agency. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals specifically designated on any schedule attached to this Agreement.

Institution Representative:

Name: _____

Title: Executive V.P for Finance and Administration

Date: _____

Agency Representative:

Name: _____

Title: _____

Date: _____

¹ Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this Agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

² No student may perform work on any project under the Federal Work-Study Program exceeding 19 hours per week while school is in session, and 25 hours per week while school is not in session.

This Agreement is entered into between The University of Texas Rio Grande Valley, hereinafter known as the "Institution", with Mayor Jose Sanchez Memorial Public Library, hereinafter known as the "Agency" (a Federal, State, or local public agency or non-profit organization within the meaning of that term as defined in in chapter 21, subchapter M of the Texas Administrative Code, § 21.405. a5.regulations governing the Texas College Work Study Program.¹ This Agreement shall become effective on the date this Agreement is signed by both parties and shall continue until its termination at the request of either party upon 30 days' written notice to the other party.

Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this Agreement: 1) the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized. 2) These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non- state share of student compensation that the Agency will pay to the Institution. The Institution will inform the Agency of the maximum number of hours per week a student may work based on their eligible employment period.²

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked will supervise the students. The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this Agreement. Time summary cards will be submitted by email from one of the Agency's listed officials to the Work-Study Coordinator's Office at the Institution on a semi-monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. The Agency shall also control strictly the work schedules of students employed so that no students become entitled to overtime compensation. Failure to adhere to these requirements can lead to termination of this Agreement.

Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

The parties agree that students performing work on the project under this Agreement will receive compensation of at least the required minimum set by the Federal Fair Labor Standards Act (currently \$7.25 per hour), to be paid by the Institution; however, the Institution mandates and the Agency agrees that Students will be paid at \$8.00 per hour minimum. The Institution will make all payments due as employer's contribution under Federal Social Security laws. The Agency will pay to the Institution an amount calculated to be 25% of the student's gross monthly earnings, but the Agency will be responsible for 100% of gross monthly earnings for time cards not submitted timely, 100% of any overtime compensation payments made, and will be responsible for earnings beyond the students award allocation. The Agency further agrees to promptly remit payment to the Institution's Grants & Contracts Office upon receiving an invoice from the Institution for Agency's portion of the earnings due.

The Institution is considered the employer for purposes of this Agreement. The Agency has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The institution is limited to determining whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assigning students to work for the organization, and to determining that the students do perform their work. Institution will ensure that each student participating under this Agreement will have a criminal background check completed before employment. If the Agency requires a supplemental background check, one may be conducted at the expense of the Agency. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals specifically designated on any schedule attached to this Agreement.

Institution Representative:

Agency Representative:

Name: _____

Name: _____

Title: Executive V.P for Finance and Administration

Title: _____

Date: _____

Date: _____

¹ Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this Agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

² No student may perform work on any project under the Federal Work-Study Program exceeding 19 hours per week while school is in session, and 25 hours per week while school is not in session



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4536
From: OMAR RODRIGUEZ		
Subject: Approval to renew the Lease Agreement with the Weslaco Youth Football League for the use of Isaac Rodriguez multi-purpose fields and Harlon Block Sports Complex practice area for a term beginning August 1, 2021 - February 18, 2022 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background: The Weslaco Youth Football League provides the sports program for area youth. This request is made annually.		
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		Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Fall 2021 Request Use of Parks Letter, 2021 Weslaco Youth Football League Fall Lease		
Responsibilities upon Approval:		

WESLACO YOUTH FOOTBALL LEAGUE

P.O. Box 1261; Weslaco, Texas 78599; Phone (956) 246-9927
TAX ID # 32002732454

July 20, 2021

City of Weslaco Parks and Recreation Dept.
Attn: Mr. Omar Rodriguez, Director
255 S. Kansas Ave.
Weslaco, TX 78596

Re: 2021 Fall Flag & Tackle Season- Request for Use of Harlon Block

City of Weslaco Parks and Recreation:

The Weslaco Youth Football League board and community would like to thank our City of Weslaco Commissioners, City Manager and Parks & Rec director and staff for their continued support of our youth football program. Your generosity and consideration have allowed us to continue being an active part of our community.

It is once again time for our Fall Flag & Tackle Football program to begin and we are respectfully requesting the use of Harlon Block Park East and West fields and baseball fields for practices, and Isaac Rodriguez park/concession stand for games during the period of Aug. 1, 2021 thru Feb. 18, 2022. Harlon Block Park is utilized Monday-Saturday for our Weslaco Youth Football League teams practices; Isaac Rodriguez park is utilized for games Mon-Wed & Saturdays(as needed). If you have any additional questions please do not hesitate to reach out to one of our executive board members. I have included our contact information below for your records.

Thank you for your support!!

Respectfully yours,



Belinda Ibarra, President (956)463-3127
Al Ibarra, Vice President (956)200-3972
Javier Villa, Secretary (956)472-9668
Albert Ortiz, Board Member

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 WESLACO YOUTH FOOTBALL LEAGUE hereinafter referred to as “LEAGUE” enter into this agreement as follows:

1. The CITY leases to the “LEAGUE” certain real property and improvements physically located in the Isaac Rodriguez Park, described as the Multi-Purpose Field and Minor Field located 1200 E. 6th Street, Weslaco, Texas as described in Exhibit “A”; and Harlon Block Sports Complex, described as East and West Field located at 1020 West 18th Street, Weslaco, Texas as described in Exhibit “B”, hereinafter referred to as the lease premises.
2. The Term of this lease shall be for a period beginning August 1, 2021, and ending February 18, 2022, hereinafter referred to as the lease term.

In consideration of the lease of the property and improvements described in Exhibit “A” and Exhibit “B”, the “CITY” and “LEAGUE” agree as follows:

1. The “LEAGUE” will not construct any permanent buildings or improvements on the lease premises.
2. The “LEAGUE” will not sublet the leased property or assign this lease to any other party without the written consent of the “CITY.”
3. The “LEAGUE” agrees and understands that lease premises will be used exclusively for “LEAGUE” activities.
4. The “LEAGUE” will hold the “CITY” harmless for any type of injury or harm sustained by any person involved in “LEAGUE” activity on the lease premises.
5. The “LEAGUE” 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 "LEAGUE" will be entitled to possession of the lease premises immediately upon execution of this agreement.
7. The "LEAGUE" will provide a schedule of "LEAGUE" activities to the City at least two (2) weeks prior to start of such activities.
8. The "LEAGUE" is responsible for expenses for any "LEAGUE" 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 "LEAGUE".
9. The "LEAGUE" is obligated to assist the city in providing a clean complex for participants and spectators. If "LEAGUE" does not maintain a clean complex "CITY" staff and equipment will clean and maintain the lease premises and "LEAGUE" 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 "LEAGUE" is responsible for ensuring there is **NO PARKING ON GRASS ISLANDS OR ANY OTHER GRASS AREAS** of the lease premises.
11. The "LEAGUE" 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 "LEAGUE" 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 "LEAGUE" funds.
13. The "LEAGUE" will be responsible for any and all expenses incurred in obtaining officials necessary for conducting "LEAGUE" activities.
14. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all scheduled football games and practices and will hold the "CITY" harmless for any claims arising out of inappropriate acts by any of the "LEAGUE'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 “LEAGUE” must abide by any “CITY” decisions concerning cancellation or rescheduling of “LEAGUE” activities.
16. The “LEAGUE” will provide it’s By – Laws, Organization structure, officers, and appropriate contact phone numbers to the “CITY” for the purpose of addressing or directing public inquires to the proper authorities regarding “LEAGUE” activities.
17. The “LEAGUE” 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 “LEAGUE” activities.
20. “CITY” employees are NOT be allowed to participate in “LEAGUE” activities as officers, board members, bookkeepers, or in any other official capacity.
21. The “LEAGUE” will remove all sponsor signs on or before May 30, 2021.
22. The “LEAGUE” affirms that the person signing this agreement on behalf of the “LEAGUE” is authorized to execute this agreement with the “CITY”.
23. The person signing on behalf of the “LEAGUE” will receive one (1) “CITY” issued key for the concession stands and lights and this key may not be duplicated by the “LEAGUE”.
24. The “CITY” may cancel this agreement without cause by providing thirty “30” days written notice to the “LEAGUE” by personal delivery to the person signing this agreement of behalf of “LEAGUE”.

(SIGNATURE PAGE NEXT)

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

ATTEST:

Norma A. Cantu, City Secretary

CITY OF WESLACO

David Suarez, Mayor

APPROVED AS TO FORM:

CITY ATTORNEY _____
JUAN E. GONZALEZ

WESLACO YOUTH FOOTBALL LEAGUE

Belinda Ibarra, President

EXHIBIT "A"

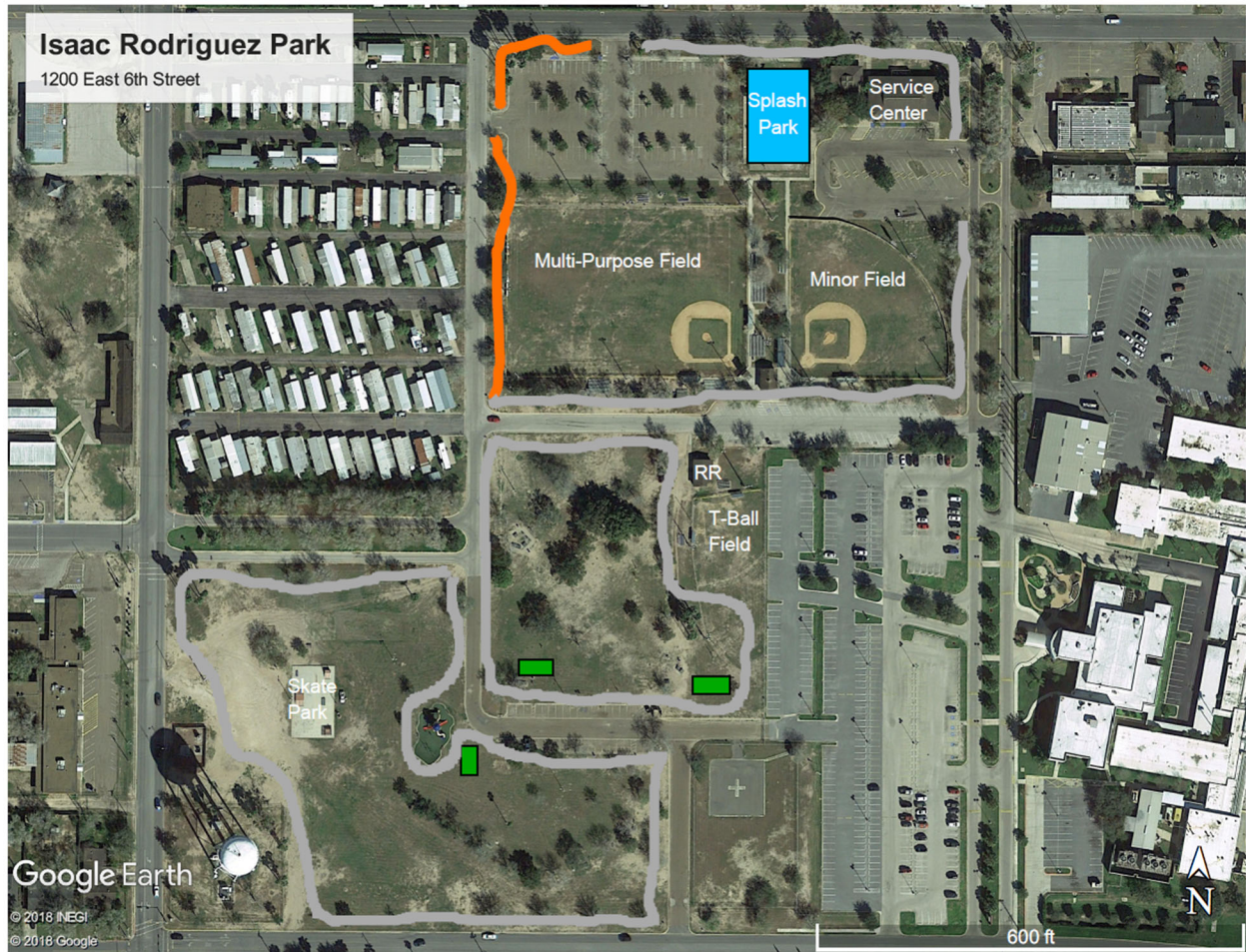


EXHIBIT "B"





Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4540	
From: Albert Aldana			
Subject: Approval on Resolution 2021-39 for closure of streets affecting state right-of-way on Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street on the third (3) Thursday, of the month from August 2021 to February 2022 for Alfresco Weslaco Music & Art and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Weslaco Economic Development Corporation.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Memo Alfresco Event , TX DOT Application Alfresco, R2021-39 TXDot closure for Alfresco			
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: July 28, 2021

TO: City Commission, Mayor Suarez
City Manager Perez

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

SUBJECT: **Proposed Resolution No. R2021-39**

Weslaco EDC has made its annual request for approval to close Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth St. on the third (3rd) Thursday of the month from August 2021 to February 2022 between 3:00 PM and 10:00 PM for Alfresco Weslaco Music & Art on the Street; in addition, authorizing the sale of wine and beer by a TABC licensed vendor; waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recs, Public Works, Police, Fire and EMS Departments.

The proposed resolution under consideration authorizes the Mayor to enter into an agreement with TxDOT to adhere to requirements for the proposed closure of Texas Blvd for this event. Attachments for this item include the TxDOT Permit application for the roadway closure.

Let me know if you need anything else or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", written over a light blue circular stamp.

STATE OF TEXAS §

COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Weslaco, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 88, in Hidalgo County; and

WHEREAS, the City has requested the temporary closure of FM 88 between US Business 83 + 6th St. for the purpose of Al Fresco Weslaco Music + Art on the Street, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the ____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.
- C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

- A. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
<u>City of Weslaco</u>	<u>Texas Department of Transportation</u>
<u>275 South Kansas</u>	<u>Pharr District</u>
<u>Weslaco, TX 78596</u>	<u>600 W Expressway 83</u>
	<u>Pharr TX 78577</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF _____

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

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: July 28, 2021

TO: Texas Department of Transportation (TxDOT)
Pharr District

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

RE: **Alfresco Weslaco Music and Arts Festival Event
Temporary Road Closure of Texas Blvd**

This is an official request to close Texas Blvd between US Business 83 and 6th St to host our annual Alfresco Event. This year the Alfresco Event will be held on the third (3rd) Thursday of the month from August 2021 to February 2022 between the hours of 3:00 PM and 10:00 PM.

This celebration is free to the public and provides a platform for local musicians, artists, food vendors and different merchants to reach our community. It also serves as a great marketing opportunity to showcase the quality of life in Weslaco, Tx.

Let me know if you need anything else or require additional information as you review this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aldana', is written over a light blue circular stamp.

Exhibit B

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**

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: July 28, 2021

TO: Texas Department of Transportation (TxDOT)
Pharr District

FROM: Joel Rivera
Chief of Police

RE: **Alfresco Weslaco Music and Arts Festival Event
Temporary Road Closure of Texas Blvd**

This is to advise you that the City of Weslaco Police Department pledges to provide traffic control for the Alfresco Event will be held on the third (3rd) Thursday of the month from August 2021 to February 2022 between the hours of 3:00 PM and 10:00 PM.

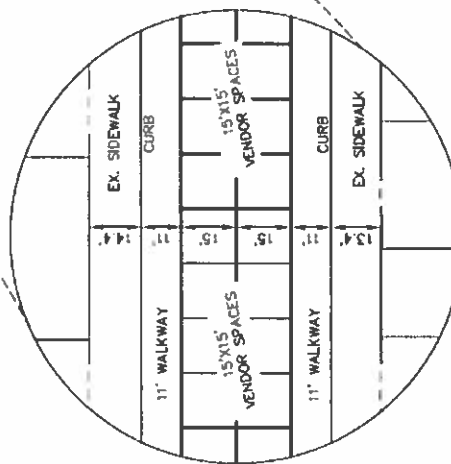
Let me know if you have any questions or require additional information as you review the permit for this proposed event and roadway closure.

Sincerely,

A handwritten signature in blue ink, appearing to be "Joel Rivera", written over a large, faint, light blue oval shape.

Exhibit C

- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**



VENDOR LAYOUT
NTA



CITY OF WESLACO
ALFRESCO
MUSIC & ART ON THE STREET
TEXAS BLVD. FROM
U.S. BUSINESS 83 TO 5TH ST.



VENTY-NINE

RESOLUTION NO. 2021-39

A RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF WESLACO

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

That the City of Weslaco wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of Texas Boulevard between /FM 88 between U.S. Business Highway 83 and Sixth St. on the following dates: August 19, 2021; September 16, 2021; October 21, 2021; November 18, 2021; December 16, 2021; January 20, 2022; and February 17, 2022.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 3rd day of August by the City Commissioners of the City of Weslaco, Texas.

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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4530
From:		
Subject: Discussion and consideration on Resolution 2021-40 appointing three members to expired terms on the Drainage Advisory Board and authorize the Mayor to execute any related documents. Possibel action. (Staffed by Engineering Department.)		
Background: The first three-year term is expiring for three drainage advisory board members: Alex Livas, Sandra Reyna, and Fred Perez. Alex Livas and Sandra Reyna expressed interest in continuing to serve and Fred Perez unable to continue to serve.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Albert Aldana		Created/Initiated
Albert Aldana		New
Mike Perez		
City Manager Comments: Approve.		
Staff Recommendation: Staff Recommends Approval		
Attachments, if any: Board Members roster as of 04-23-21av, Applicant roster as of 072721, Board App - Alex Livas date rec'd 7-23-21, Board App - Sandra Reyna redacted, R2021-40 Citizens Drainage Advisory Board 3 members terms expired		
Responsibilities upon Approval:		

Weslaco Drainage Advisory Board Members

FIRST NAME	LAST NAME	TERM EXPIRES
Randy L.	Hall	07/25/2023
Mark	Garza	07/25/2023
Erik	Ramirez	07/25/2022
Fred	Perez	07/25/2021
Sandra	Reyna	07/25/2021
Alejandro	Livas	07/25/2021
David	Morales	07/25/2022
Annette	Valadez	07/25/2022

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

Applicants - Citizens Drainage Advisory Board

First Name	Last Name	Date Applied
Alex	Livas	07/23/2021
Sandra	Reyna	07/23/2021

as of 072721av



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Alex Livas Email Address: alexlivas24@gmail.com

Phone Number: 956-376-8138 Alternate Phone Number: _____

Home Address: 700 Zelma St City: Weslaco Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 2

Mailing Address, if different from home address: _____

What committee/board do you wish to serve on:

Drainage Board

Why do you want to be appointed to this board(s)? Community service

What value do you believe you will be bringing to the board(s)? Knowledge of County Drainage System

What civic involvement and Business Experience applicable to the position(s) to which you are applying: County Drainage Board, Weslaco Drainage Board, Parks board, Boys & Girls Club Board.

Have you been bonded or eligible to obtain one? ☐ Yes ☐ No.

Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes ☒ No

Are you related to any member of the Commission? ☐ Yes ☒ No.

If so, to who and how _____

Have you previously served on a City Board? ☒ Yes ☐ No

If so, which board and when Drainage, Centennial, Parks

Have you ever been elected to public Office? ☐ Yes ☒ No.

If so, which office and when? _____

Do you consent to release the info on this application to the public ☒ Yes ☐ No.

Are you 25 years of age or older? ☒ Yes ☐ 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 of State of Texas laws I understand that if I am appointed to a board I will be expected to participate actively and attend all meetings as necessary. If I am unable to service, I will notify my staff liaison.

Applicant's Signature: Alex Livas Date: 7.22.21



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: SANDRA REYNA Email Address: [REDACTED]

Phone Number: [REDACTED] Alternate Phone Number: [REDACTED]

Home Address: [REDACTED] City: Weslaco Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 20

Mailing Address, if different from home address: [REDACTED]

What committee/board do you wish to serve on:
Drainage Board Committee

Why do you want to be appointed to this board(s)? I want to continue to be involved because I have learned a lot about the needs of the citizens of Weslaco

What value do you believe you will be bringing to the board(s)? Encouragement and hope for the citizens that the future of Weslaco will prosper when we work together

What civic involvement and Business Experience applicable to the position(s) to which you are applying: [REDACTED]

Have you been bonded or eligible to obtain one? ☐ Yes ☒ No.

Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes ☒ No

Are you related to any member of the Commission? ☐ Yes ☒ No.

If so, to who and how [REDACTED]

Have you previously served on a City Board? ☒ Yes ☐ No

If so, which board and when Animal Control Committee

Have you ever been elected to public Office? ☐ Yes ☒ No.

If so, which office and when? [REDACTED]

Do you consent to release the info on this application to the public ☐ Yes ☒ No.

Are you 25 years of age or older? ☒ Yes ☐ 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 of State of Texas laws I understand that if I am appointed to a board I will be expected to participate actively and attend all meetings as necessary. If I am unable to service, I will notify my staff liaison.

Applicant's Signature: Sandra Reyna Date: 7/22/21

RESOLUTION NO. 2021-40

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

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

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

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

WHEREAS, Members of the board shall serve without compensation.

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

PASSED AND APPROVED on this 3rd day of August 2021.

<u>NAME</u>	<u>TERM ENDING</u>
_____	<u>7/25/2024</u>
_____	<u>7/25/2024</u>
_____	<u>7/25/2024</u>

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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4515
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. (There was no action on this item on July 6; Staffed by Engineering 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 Albert Aldana Mike Perez	Created/Initiated Approved New	
City Manager Comments: Under review and recommendation will be presented at meeting.		
Staff Recommendation: Staff does not recommend approval		
Attachments, if any: 06-30-21AJA_CO#11, Breakdown for \$35,000, AIA Change Order No 11		
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 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", is written over a horizontal line.



OFFICE: (956) 519-7111

TOTALCOMMITMENTLLC@YAHOO.COM

FAX: (956) 302-9274

Date: 7/29/2021

BREAKDOWN FOR REQUESTED ADDITIONAL FUNDING

Rigney Construction,

As justification for the requested \$35,000.00 for the completion of the Pleasantview and 11th Street Drainage Improvements project, the following amounts were used as a breakdown for additional funding being requested by Total Commitment Construction Co., LLC for assisting us in completed above project:

1. Mobilization for of Heavy Equipment - \$ 2,500.00

- i. Excavator Transport - \$1,300.00 (Overweight / Oversize Load)
- ii. Backhoe Transport - \$ 600
- iii. Mini-Excavator Transport - \$600.00

2. De-mobilization of Heavy Equipment - \$2,500.00

- i. Excavator Transport - \$1,300.00 (Overweight / Oversize Load)
- ii. Backhoe Transport - \$ 600
- iii. Mini-Excavator Transport - \$600.00

3. Inflated Fuel / Labor / Overhead Costs - \$5,500

- i. Fuel inflation - \$ 1,800
- ii. Increased Labor Costs - \$1,700
- iii. Increased Insurance / Overhead - \$2,000

4. Increases to Steel Rebar Materials - \$ 3,400.00

5. Increase of Ready-Mix Concrete - \$ 4,100.00

6. Increase of Gravel Bedding - \$ 2,400

7. Heavy Equipment on Standby for Delays - \$14,600

- i. Excavator Rents \$10,000
- ii. Backhoe Rents for \$ 3,000 / Mo
- iii. Mini-excavator Rents for \$1,600/ Mo

Note: Please note that amounts requested are being kept to a minimum for all delays we have encountered as well as cost inflations. Equipment that has been on standby alone for extended periods of time throughout the duration of this project would be approximately \$20,000 on a monthly basis (Large Excavator - \$15,000 per month / Backhoe - \$3,000 per month / Mini Excavator - \$ 2,200 per month) and we are simply requesting assistance in completing this project at the most reasonable cost we can afford to offer the city.

Attachments:

5-Months of Delays Receiving “Right of Entry” to Texas Parks and Wildlife:

1. Minutes dated 11/12/2020:

- a. Minutes with initial scheduled commencement date of December 7th, 2020 for Culvert Box Installations at Texas Park and Wildlife.

2. Email Letter from Mr. Albert Aldana – City Engineer (5/27/2021)

- a. Attached Right of Entry Document to the Texas Parks and Wildlife to commence installation of Culvert Boxes
- b. Right of Entry Document granted access to property on 05/19/2021.

Thank you for your consideration,

Pedro A. Gutierrez

956-221-4400

Delays Receiving “Right of Entry” to Texas Parks and Wildlife

1

Randy C. Winston, P.E., President
Jose Reyes, P.E., Associate
Sergio Gonzalez, BSCE, Associate

**SIGLER, WINSTON, GREENWOOD
& ASSOC.**
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Isaac Huacuja, EIT, Associate

SWG Project No. 19-125
City of Weslaco
RFB#2019-20-22
Pleasantview & 11th St. Drainage Improvement

Progress Meeting No. 5

November 12, 2020

MEETING MINUTES

- **Introduction**
- **Construction Progress**

Updated Progress Schedule

Site Work Progress – *Continue with ditch excavation and berm, from 18 St, south to Barrera's property.*

FM 1015 Bore crossing – *Salazar Contractor will be responsible for boring and will start operation during Thanksgiving week.*

Work to be completed in the Next Month – *Installation of boxes at TPWD entrance will commence on December 7, 2020. Burn dried trees and vegetation on RDF Area.*

- Pending Change Orders -
Change Order #2
- Construction Delays and Conflicts -
None
- Status of Contractor's Submittals, RFI, & RFP's -
None
- Status of Contractor's Payments/Invoicing -
Under review by City of Weslaco
- Other Comments -
Work on Sharon St. will take about 60 days, and will need to close 10, 11 and 12 St

Residents to the West are requesting a quote to Tie in to the Proposed RDF, payments shall be upon the residents themselves
- Next Progress Meeting – *November 19, 2020 @ 9:30 AM*

Randy C. Winston, P.E., President
José G. Reyes, P.E., Associate
Sergio Gonzalez, BSCE, Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC

611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Isaac Huacuja, EIT, Associate

SWG Project No. 19-125
City of Weslaco
RFB#2019-20-22
Pleasantview & 11th St. Drainage Improvements

Progress Meeting # 5
November 12, 2020
@ 9:30 AM

Name	Company	Phone Number	Email Address
Peter Hermida	AMU	(956) 376-0225	phermida@weslaco.tx.gov
Tony Vargas	COM	(956) 246-8363	tvargas@weslaco.tx.gov
PETE GARCIA Sr	C.O.W.	(956) 963-5455	pgarcia@weslaco.tx.gov
Albert J. Aldance	COM	956 969 1533	aldance@weslaco.tx.gov
Jesse Rios	SWG	456-373-5211	
Demando Gutierrez	T.L	956-221-4400	

[illegible]

Delays Receiving “Right of Entry” to Texas Parks and Wildlife

2

RE: 19-125 Pleasantview & 11th Street Drainage Improvements

From: Alberto J. Aldana (aaldana@weslacotx.gov)
To: rigneyconstruction@gmail.com
Cc: jreyes@siglerwinstongreenwood.com; totalcommitmentllc@yahoo.com; asalinas@weslacotx.gov
Date: Thursday, May 27, 2021, 03:51 PM CDT

Good afternoon.

As requested, attached please find fully executed change orders #6 thru 8 for the subject project.

Additionally, I am attaching a copy of the surface use agreement (right of entry) with Texas Parks and Wildlife.

I am currently working with our Finance and Purchasing departments on a revised purchase order to increase PO amounts.

I will get that to you upon completion.

In the meantime, let me know if you have any questions.

Right of Entry attached

Sincerely,



Albert J. Aldana, P.E.
City Engineer

255 S. Kansas Ave | Weslaco, TX 78596
(956) 969-1533

*"Law; an ordinance of reason for the common good, made by him
who has care of the community." – Thomas Aquinas*

From: John Rigney <rigneyconstruction@gmail.com>
Sent: Thursday, May 27, 2021 9:56 AM
To: Alberto J. Aldana <aaldana@weslacotx.gov>
Subject: Fwd: 19-125 Pleasantview & 11th Street Drainage Improvements

Good morning, Mr. Aldana

Can you provide status on CO #6 thru CO #8; have they been signed by the mayor?

Respectfully

Rosie

----- Forwarded message -----

From: **John Rigney** <rigneyconstruction@gmail.com>

Date: Thu, May 20, 2021 at 6:23 PM

Subject: Re: 19-125 Pleasantview & 11th Street Drainage Improvements

To: Alberto J. Aldana <aaldana@weslacotx.gov>

Cc: Jose Reyes <jreyes@siglerwinstongreenwood.com>

Thank you for the information and I will wait on official documents

Respectfully

Rosie

On Thu, May 20, 2021 at 4:41 PM Alberto J. Aldana <aaldana@weslacotx.gov> wrote:

Good afternoon.

This is to confirm that COs #6 thru #8 were approved by city commission on 5/18/21.

These are pending mayor signatures and will be distributed after this is completed.

Please do not begin any work until these COs become official and are submitted to you.

CO #9 will be presented to cc on 6/01/21 for discussion and approval.

Let me know if you have any questions or require additional information.

Thanks.



Albert J. Aldana, P.E.
City Engineer

255 S. Kansas Ave | Weslaco, TX 78596
(956) 969-1533

*"Law; an ordinance of reason for the common good, made by him
who has care of the community." – Thomas Aquinas*

From: John Rigney <rigneyconstruction@gmail.com>
Sent: Thursday, May 20, 2021 11:30 AM
To: Alberto J. Aldana <aaldana@weslacotx.gov>; Jose Reyes <jreyes@siglerwinstongreenwood.com>
Subject: 19-125 Pleasantview & 11th Street Drainage Improvements

Good morning, Gentlemen

Can you tell if the following change order have been approved:

CO #6 - \$21,000

CO #7 - \$16,500

CO #8 - \$31,000

Co #9 - \$42,960

If they have been approved I'd like to issue change order to the subcontractor so that they can proceed with work.

Thanking you in advance for your assistance in this matter.

Respectfully

Rosie Rodriguez

--

Rigney Construction, LLC

7011 N. Seminary Rd.

Edinburg, TX 78541

office (956) 381-6916 ~ cell (956)638-6421 ~ fax (956)287-1646

"Building for the Honor and Glory of our Lord Jesus Christ"

Col 3:23

--

Rigney Construction, LLC

7011 N. Seminary Rd.

Edinburg, TX 78541

office (956) 381-6916 ~ cell (956)638-6421 ~ fax (956)287-1646

"Building for the Honor and Glory of our Lord Jesus Christ"

Col 3:23

--

Rigney Construction, LLC

7011 N. Seminary Rd.

Edinburg, TX 78541

office (956) 381-6916 ~ cell (956)638-6421 ~ fax (956)287-1646

"Building for the Honor and Glory of our Lord Jesus Christ"

Col 3:23



Change Order #6_executed.pdf
386.3kB



Change Order #7_executed.pdf
366.7kB



Change Order #8 re Project - Pleasantview 11th St., Drainage Improvements_fully executed.pdf
1.6MB



Executed Surface Use Agreement 5.19.21.pdf
2.7MB

**TEXAS PARKS AND WILDLIFE DEPARTMENT
SURFACE USE AGREEMENT
AGREEMENT # 0521AP1790**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This Agreement is made and entered into by and between TEXAS PARKS AND WILDLIFE DEPARTMENT, with an office at 4200 Smith School Road, Austin, Texas 78744, hereinafter called "Grantor" or "TPWD" and CITY OF WESLACO, with an office at 255 S. Kansas Avenue, Weslaco, Texas 78596; telephone (956) 969-1533, and hereinafter called "Grantee."

WITNESSETH

WHEREAS, Grantor owns certain land in Hidalgo County, Texas, known as the Estero Llano Grande State Park ("the Land"), which contains important habitat, wildlife, and recreational resources for the State of Texas; and

WHEREAS, Grantee is an incorporated governmental entity; and

WHEREAS, Grantee wishes to upgrade drainage infrastructure on the Land to reduce flooding in the City of Weslaco ("the Project") and the requested location of the Project is: beginning at the FM1015 and Mile 5 N Road crossing, continuing east to the Park Entrance shown in Exhibit A attached hereto; and

WHEREAS, Grantor considers the Project to be in the best interest of the people of the state of Texas; and

WHEREAS, the Project will not interfere with the conservation or recreation purposes for which the Land was acquired and is managed and operated; and

WHEREAS, the State of Texas and the Grantor will benefit from the reduced flooding and water retention that the Project will alleviate in the City of Weslaco and in the Estero Llano Grande State Park;

NOW THEREFORE, in consideration for the mutual promises herein, and other good and valuable consideration, Grantor hereby grants to Grantee this license for ingress and egress over, across and upon the Land for the purpose of upgrading the drainage infrastructure, upon and in the Land.

PROVIDED, HOWEVER, Grantor reserves the right to full use and enjoyment of the properties covered hereby except for the purposes herein granted.

This Agreement will remain in effect for one year from April 1, 2021, or until superseded by an easement from Grantor to the Hidalgo and Cameron Counties Irrigation District No. 9 ("the District") that will run with the land.

THIS LICENSE IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Access to the site for purpose of exercising the rights granted herein shall be coordinated with, and shall be at the discretion of, the Site Manager. At this time, the Site Manager is Javier de Leon, who can be contacted at (956) 565-3919. Grantee shall not permit anyone on the Land other than its employees and those working directly under Grantee in the prosecution of its work.
2. Grantee shall take all reasonable precautions, including consultation with the Site Manager, to minimize disturbance of the surface and avoid disturbance of fish, wildlife, and critical plant resources while conducting authorized construction, operations, or maintenance on the Land.
3. **To the extent allowed by law, Grantee shall hold harmless and unconditionally indemnify Grantor against and for all liability, claims, and costs which Grantor may suffer or sustain or become liable for by reason of any accidents, damages, or injuries either to the persons or property or both, of Grantee, or of the employees of either party, or of any other parties, or the property of Grantor, in any matter arising from Grantee's use of this license.**
4. Grantee shall not use the Land for any purpose other than those purposes above described.
5. Grantee shall not conduct, carry on, or permit to be carried on any operation on the Land which might be or become dangerous to any person or to any property, real or personal.
6. No firearms shall be carried or used by Grantee's employees or contractors anywhere on the Land except that only certified peace officers employed by Grantee may carry firearms while on duty on the Land.
7. Fires on the Land are prohibited in all circumstances.
8. Grantee shall comply with all laws and regulations, including TPWD site regulations, in using the Land and shall not permit or conduct any operation thereon which is unlawful or repugnant to governmental regulation.
9. Grantee shall protect and save harmless Grantor from any and all claims or liens for labor or material used in construction of improvements on the Land.
10. Grantee shall at its own expense keep any improvements to be located on the Land in adequate repair and will keep the facility in a clean and sanitary condition.

11. Grantee shall have rights of ingress and egress from and to the public highway, to the Project, at times and in such manner as will be coordinated with the Site Manager. Grantee shall repair any road damaged by the exercise of the rights granted in this Agreement to a condition as good as, or better than, as found.
12. Grantee shall install all drainage improvements associated with the Project in a place and manner so as not to be a danger to human life, wildlife, or livestock. Any utilities, roads, or other infrastructure necessary for the installation of the Project may require a separate Surface Use Agreement, including additional conditions and/or consideration, at the sole discretion of the Grantor. Fees may be assessed for any use of Grantor-owned utilities or services.
13. If damaged by Grantee or its contractors or agents, Grantee shall replace or restore: any ornamental vegetation planted or maintained for the aesthetic enhancement of the Estero Llano Grande State Park ; any vegetation that is not clearly necessary for the maintenance of the drainage project consistent with the project scope of work; and any structural or ornamental walls, signs, or other built features of the Park entry portal. Removal or restoration of any vegetation and structural or ornamental walls shall be coordinated in advance with the Site Manager.
14. Grantee shall obtain all necessary permits, licenses, and other authorizations required for the installation and maintenance of the Project under this Agreement, including, but not limited to, consultations and permits in compliance with Section 191.131(b) of the Texas Antiquities Code, before conducting ground-disturbing activities. Grantee shall contact the office of the State Archeologist at the Texas Historical Commission, or successor agency, for instructions. As of the date of this Agreement, the telephone number for the State Archeologist is 512-463-5711. Three copies of any completed archeological survey results shall be sent to the Grantor.
15. Grantee shall not assign this Agreement or its rights and privileges hereunder without prior written permission from the Grantor.
16. Grantee agrees that Grantee shall, within 18 months of the execution of this Agreement, install a pump station on the Land, or cause the installation of such pump station, at the southern end of the drainage canal which is the subject of the Project. Grantor agrees to grant the District and or the Grantee the authorizations necessary for the right of ingress and egress sufficient to construct, maintain, and operate said pump station. Grantee will work with Grantor to design a pump station capable of pumping water from the drainage canal into ponds and marshes on the Land during low-flow events and capable of significantly reducing retention times on the Land by pumping water into the Llano Grande during high flow events. Unless otherwise agreed to in writing by the parties, for as long as this Agreement and any related easement or other legal authorization remains in effect, Grantee shall be responsible for maintaining and operating the pump station at no cost to Grantor.

EXECUTED this 19th day of ^{MAY}~~April~~ 2021.

GRANTOR:

TEXAS PARKS AND WILDLIFE DEPARTMENT

by: Rodney Franklin
Rodney Franklin, State Parks Division Director

EXECUTED this 4th day of ^{May}~~April~~ 2021.

GRANTEE:

THE CITY OF WESLACO

by: Leo Munoz
Leo Munoz, Mayor Pro-Tem
(Name and Title)

wcc
5/04/21

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:

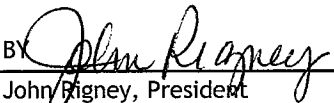
DUE TO THE EXCESSIVE AMOUNT OF DELAY AND INCREASE IN COST OF CONSTRUCTION	\$	35,000.00
WE ARE REQUESTING ADDITIONAL FUNDS FOR THE INCREASE IN GENERAL CONDITIONS AND OVERHEAD COSTS		

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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4521
From: REBEKAH DE LA FUENTE		
Subject: Discussion and consideration after public hearing on behalf of Felix De La Cruz on Ordinance 2021-26 to rezone 105 Adelita St. Also being Lot 8-10, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District and R-2 Duplex and apartment district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-26. Three-fourths vote required. Possible action. (This item was tabled July 20, 2021; Staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property R-1 One family Dwelling district R-2 Duplex and apartment district to B-1 neighborhood business district. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on June 25, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 21, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the rezone request at their regular meeting of July 7, 2021.		
NORMA CANTU REBEKAH DE LA FUENTE Mike Perez		Created/Initiated Approved New
City Manager Comments: Deny.		
Staff Recommendation: Staff recommends denial based on 2040 land use map.		
Attachments, if any:		

Rezone-105 Adelita St Memo, 105 Adelita -attachments, 105 Adelita- aerial, O2021-26 rezone 105 Adelita St

Responsibilities upon Approval:

Staff will advise the applicant

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

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 105 Adelita St

DATE: July 12, 2021

The property owner is proposing to construct Aguila's Meat Market at the location, which will include the old mechanic shop located on the Southwest corner of Texas Blvd and Adelita St. The applicant is proposing to use the lots as future parking for the meat market. The 2040 Land Use Map has not identified Adelita Street as a commercial corridor and proposed use will not conform to the surrounding residential neighborhood. Staff received one petition against this item, who owns three properties within the 200ft radius.

The Planning & Zoning Commission recommended denial based on the 2040 Land Use map and existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

RZNE-000078-2021
FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 10, 9, 8 Block _____

Subdivision Name San Francisco

Street Address 105 Adelita St. • Weslaco, TX

Existing Zoning _____ Existing Land Use _____

Proposed Zoning B-1 ~~or B-2~~ Proposed Land Use _____

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Felix DE LA CRUZ Phone 956-460-8538

Address 2411 Durango Dr. Fax: 956-600-8020

City MISSION State TX Zip Code 78573 E-Mail: Felix DLC9@AOL.COM

OWNER

Name (Same as Above) Phone _____

Address _____ Fax: _____

City _____ State _____ Zip Code _____ E-Mail: _____

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature Felix De La Cruz Date 6-04-21
Owner

Signature Felix De La Cruz Date 6-04-21
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02764838 6/11/2021 1:31 PM
OPER: NV TERM: 039
REF#: 4897
PAID BY:

TRAN: 800.0000 ENERGOV PAYMENT
INV-00001968 305.00CR
DE LA CRUZ, FELIX
CAINVOICEFEE 300.00CR
CAINVOICEFEE 5.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

JUNE 04, 2021

We are requesting a zone change in our property to be able to have enough parking for the retail grocery store that we are considering building in the City of Weslaco. The three lots are adjacent to a commercial property that contains a mechanic shop. The building that we want to build is 110 by 80 ft. and we plan to hire between 40 and 50 employees. The name of our business is Aguilar's Meat Market, Freshest Meat In the Valley. We operate in San Juan, Mission and we are fixing to start Harlingen. We do not want to skip Weslaco. We get many requests to open here in Weslaco and it has always been our intention to operate here.

Thanks in Advance for your help in this matter.

FELIX & IRMA AGUILAR DE LA CRUZ

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

PLANNING DEPARTMENT

June 25, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 7, 2021, and the City Commission will hold a public hearing on July 20, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: +1 346 248 7799; Meeting ID: 861 6670 7978

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on July 7, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Felix de la Cruz is requesting to rezone 105 Adelita St. Also being Lot 8-10, San Francisco Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District and R-2 Duplex and apartment district. to B-1 neighborhood business district

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

JUN 24, 2021

BAG INVESTMENTS INC 5924 N SHARY RD MISSION TX 78573	S0650-00-000-0003-00 SAN FRANCISCO LT 3 2209 N TEXAS BLVD	L: 53125 B: 155051
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0004-00 SAN FRANCISCO LOTS 4 & 5 2113 N TEXAS BLVD	L: 77180 B: 196951
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0005-00 SAN FRANCISCO LT 5 2113 N TEXAS BLVD	L: 38590 B: 169930
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0006-00 SAN FRANCISCO LT 6 2105 N FM 88	L: 35753 B: 1956
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0007-00 SAN FRANCISCO LT 7 2105 N TEXAS BLVD	L: 38750 B: 19593
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0008-00 SAN FRANCISCO LT 8 105 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 SAN FRANCISCO LT 9 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0010-00 SAN FRANCISCO LT 10 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 SAN FRANCISCO LT 11 111 ADELITA ST	L: 23682 B: 186794
BLOOM PROPERTIES LLC 1316 CITRINE DR WESLACO TX 78596	S0650-00-000-0012-00 SAN FRANCISCO LT 12 113 ADELITA ST	L: 23682 B: 218379
LF TRINITY DEVELOPMENT GROUP 3533 MORELAND DR STE A WESLACO TX 78596	S0650-00-000-0013-00 SAN FRANCISCO LT 13 115 ADELITA ST	L: 23682 B: 190080
PENA BENIGNO 4793 W EXPRESSWAY 83 HARLINGEN TX 78552	S0650-00-000-0014-00 SAN FRANCISCO LOT 14 116 ADELITA ST	L: 13306 B: 22619

City of Weslaco Code Enforcement Dept.

JUN 24, 2021

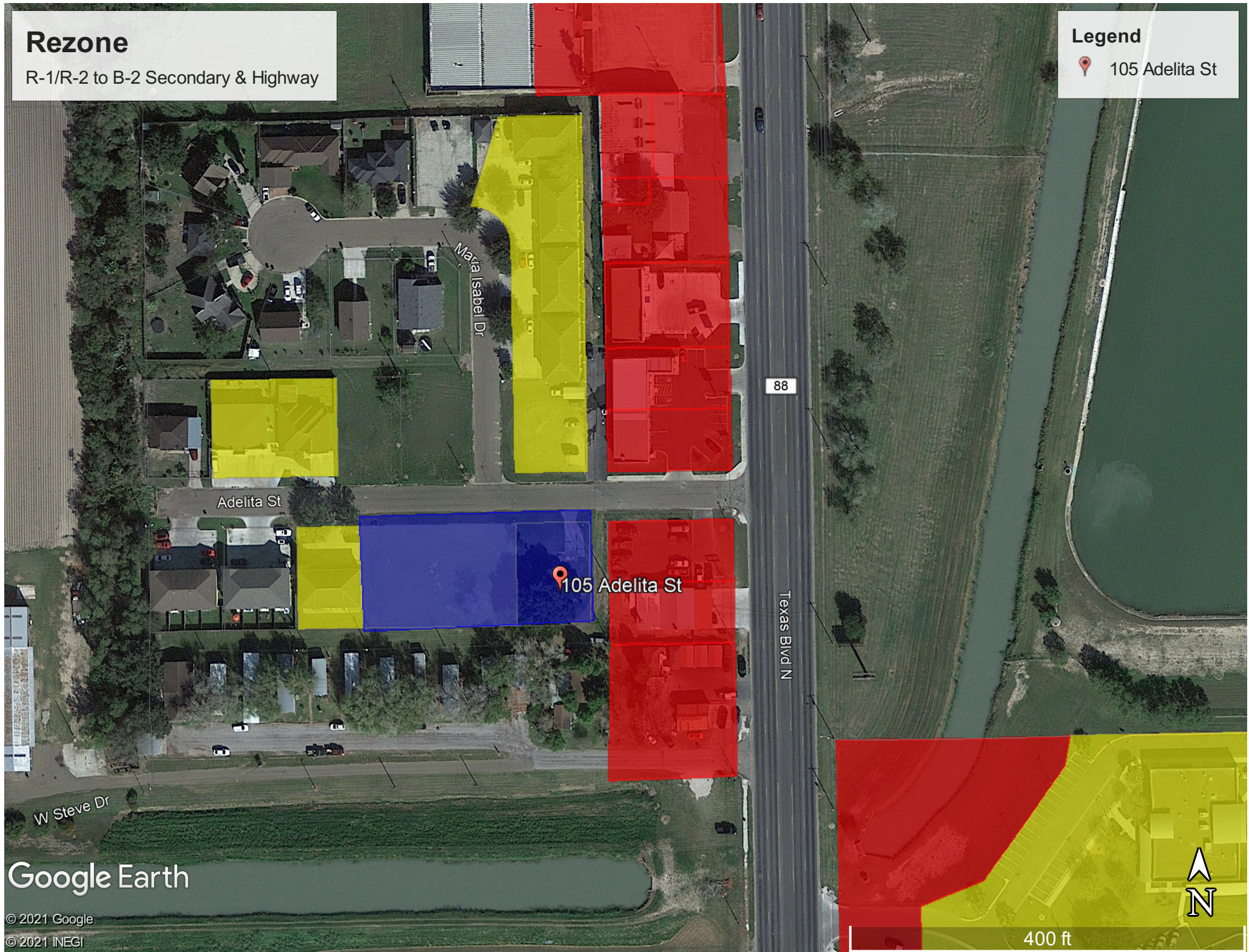
GILL EDWARD T & EDITH A 3207 MABURY RD SAN JOSE CA 95127	S0650-00-000-0022-00 SAN FRANCISCO LT 22 1907 MARIA ISABEL DR	L: 21483 B: 126246
GILL, EDWARD T & EDITH A 3207 MABURY RD SAN JOSE CA 95127	S0650-00-000-0023-00 SAN FRANCISCO LT 23 1905 MARIA ISABEL DR	L: 20693 B: 266507
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0024-00 SAN FRANCISCO LT 24	L: 14018 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0025-00 SAN FRANCISCO LT 25 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 SAN FRANCISCO LT 26 110 ADELITA ST	L: 13306 B: 0
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0027-00 SAN FRANCISCO LT 27 112 W ADELITA ST	L: 13306 B: 94322
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0028-00 SAN FRANCISCO LT 28	L: 13306 B: 105516
ESTRADA EDUARDO R & EMMA L 1910 MARIA ISABEL DR WESLACO TX 78599-4410	S0650-00-000-0029-00 SAN FRANCISCO LT 29 1912 MARIA ISABEL DR	L: 14553 B: 35042
RODRIGUEZ EDUARDO E & EMMA L 1910 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0030-00 SAN FRANCISCO LT 30 1910 MARIA ISABEL DR	L: 13306 B: 30962
SALAS MARIA DEL CARMEN & JESUS 1908 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0031-00 SAN FRANCISCO LT 31 1908 MARIA ISABEL DR	L: 13929 B: 47794
WILSON STEVE R & ELSA A 301 W STEVE DR WESLACO TX 78599	W3800-00-117-0000-04 WEST TRACT S108'- E660' FT 117 C K 1.64 AC GR 1.52 AC NET 118 W STEVE DR	L: 191252 B: 37637

Rezone

R-1/R-2 to B-2 Secondary & Highway

Legend

 105 Adelita St



Google Earth

© 2021 Google

© 2021 INEGI

ORDINANCE NO. 2021-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 105 ADELITA ST. ALSO BEING LOT 8-10, SAN FRANCISCO SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT AND R-2 DUPLEX AND APARTMENT DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One family Dwelling district and R-2 Duplex and apartment district to B-2 secondary and highway business district located at 105 Adelita St. Also being Lot 8-10, San Francisco Subdivision, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 3rd day of August 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 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: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4394
From: Mike Perez		
Subject: Discussion and consideration on first and final reading of Ordinance 2021-29 authorizing Issuance of Certificates of Obligation 2021B and approving and authorizing the execution of the Bond Purchaser Agreement; and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2021-29. Possible action. (Staffed by Finance Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU VIDAL ROMAN Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: O2021-29 Certificate of Obligations 2021B Series		
Responsibilities upon Approval:		

ORDINANCE 2021-29

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WESLACO, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2021B”; ENTERING INTO A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AGREEMENT; AND OTHER MATTERS RELATED THERETO

ORDINANCE 2021-29

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WESLACO, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2021B"; ENTERING INTO A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AGREEMENT; 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 (the "Act");

WHEREAS, notice of intention to issue the Certificates has been duly published in *The Monitor*, which is a newspaper of general circulation in the City, in its issues of June 9, 2021 and June 16, 2021, the date of the first publication being at least 30 days prior to the tentative date stated in the notice for passage of this Ordinance, such action being hereby ratified and approved;

WHEREAS, the City has received no petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, the City Commission of the City desires to issue the Certificates under the Act, the proceeds of which are to be used for the purposes described below;

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 CERTIFICATES OF OBLIGATION, SERIES 2021B" (the "Certificates") in the original aggregate principal amount of \$10,000,000, primarily 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 limited pledge of the Pledged Revenues (defined herein), 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: (i) improvements to the existing or the construction of a new City library; (ii) City street improvements; (iii) drainage improvements; and (iv) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

Section 2. Designation, Date, Denominations, Numbers, and Maturities of the Certificates.

The Certificates shall be dated as of August 15, 2021 shall be in denominations of \$5,000 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 February 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 of the Purchase Agreement herein authorized and payable on February 15, 2022 and on each August 15 and February 15 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity <u>(February 15)</u>	Principal <u>Installment (\$)</u>	Interest <u>Rate (%)</u>	Years of Stated Maturity <u>(February 15)</u>	Principal <u>Installment (\$)</u>	Interest <u>Rate (%)</u>
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		

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 BOKF, NA, Dallas, 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 Dallas, 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.

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 maturing on or after February 15, 20__, in whole or in part in principal amount of \$5,000 or an integral multiple thereof, on February 15, 20__, or any date thereafter, at the redemption price of par plus interest accrued to the specific date of redemption, and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.

(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 \$5,000, 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 Initial 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
CERTIFICATES OF OBLIGATION, SERIES 2021B

<u>DATED DATE:</u>	<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>CUISP NUMBER:</u>
August 15, 2021	_____ %	February 15, _____	950868 _____

REGISTERED OWNER: CEDE & CO.

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 Dated 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 February 15, 2022.

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner (the "Owner"), upon presentation and surrender, at the corporate trust office of BOKF, NA, Dallas, 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 (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) 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.

THIS CERTIFICATE is one of the series specified in its title issued in the aggregate principal amount of \$10,000,000 (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: (i) improvements to the existing or the construction of a new City library; (ii) City street improvements; (iii) drainage improvements; and (iv) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

THE CERTIFICATES of this series scheduled to mature on and after February 15, 20__ may be redeemed prior to their scheduled maturities, in whole or part, in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on February 15 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

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 \$5,000, 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 as defined in the Ordinance, such pledge being a limited amount of the Net Revenues, in an amount not to exceed \$1,000, 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 and Subordinate Lien Obligations issued by the City. The City previously authorized the issuance of the currently outstanding Prior Lien Obligations and Subordinate Lien 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 Prior Lien Obligations and Subordinate Lien 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.

CITY OF WESLACO, TEXAS

City Secretary

Mayor

(CITY SEAL)

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS*

***Attach to or print on Initial Certificate only**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of the City of Weslaco, Texas, and further that this Certificate has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF AUTHENTICATION CERTIFICATE
***Attach to or print on definitive Certificate only**

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA
Dallas, Texas
as Paying Agent/Registrar

Registration Date: _____

By _____
Authorized Signature

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

/ _____ (Please insert Social Security or Taxpayer Identification Number of Transferee)	_____ (Please print or typewrite name and address, including zip code, of Transferee)
---	---

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner hereof upon its presentation and surrender, at the corporate trust office of BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"). 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 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 or prior to 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, and at the risk and expense of, the Owner hereof.

* * *

[END OF FORMS]

Section 7. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 25 of this Ordinance have the meanings assigned to them in Section 25 of this Ordinance, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Ordinance as a whole and not to any particular Section or other subdivision.

"Additional Limited Pledge Obligations" means (i) any bonds, certificates, warrants, certificates or other obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a limited pledge of and lien on Net Revenues on a parity with the Limited Pledge Obligations, which pledge of revenues all as further provided in Section 18 of this Ordinance and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Additional Prior Lien Obligation means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues on a parity with the Prior Lien Obligations, all as further provided in Section 18 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

"Additional Subordinate Lien Obligations" means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues, all as further provided in Section 18 of this Ordinance on a parity with the Subordinate Lien Obligations, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

"Authorized Representative" means the Mayor or the City Manager of the City.

“City” means the City of Weslaco, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

“Certificates” means the \$10,000,000 “CITY OF WESLACO, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2021B” authorized by this Ordinance.

“Certificate Fund” means the special fund created and established by the provisions of Section 8 of this Ordinance.

“Closing Date” means the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

“Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

“Debt Service Requirement” shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

“Depository” shall mean an official depository bank of the City.

“Fiscal Year” means the annual financial accounting period for the System now ending on September 30th of each year; provided, however, that the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

“Government Securities”, as used herein, means direct noncallable obligations of the United States, including (i) obligations that are unconditionally guaranteed by, the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm of not less than “AAA” or its equivalent.

“Gross Revenues” shall mean all of the revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System.

“Owner” or “Owners” shall mean the registered owner, whose name appears in the Register, for any Certificate.

“Initial Purchaser” means Frost Bank, as the representative of a group of underwriters including Estrada Hinojosa & Company, Inc. and Raymond James & Associates, Inc.

“Interest Payment Date” means the date semiannual interest is payable on the Certificates, being February 15 and August 15 of each year, commencing February 15, 2022, while any of the Certificates remain Outstanding.

“Limited Pledge Obligations” means the Certificates, the Series 2018 Certificates, and any Additional Limited Pledge Obligations.

“Maintenance and Operating Expenses” means all reasonable and necessary expenses required for the efficient operation and maintenance of the System as authorized by the provisions of Section 1502.056 of the Texas Government Code, as amended, including, without limitation, administrative expenses, management fees, salaries, labor fees, materials, contractual and professional services necessary for keeping the System in good condition and working order, making all needed repairs, and providing for all needed periodic and non-recurring items of maintenance, as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues.

“Net Revenues” means all gross revenues of the System after deducting the Maintenance and Operating Expenses of the System, including all salaries, labor, material, repairs, and extensions necessary to render efficient services. Depreciation and payments into and out of the Interest and Sinking Fund, and the Reserve Fund shall never be considered as expenses of operation and maintenance.

“Ordinance” means this “Ordinance Authorizing the Issuance of City of Weslaco, Texas Certificates of Obligation, Series 2021B; a Paying Agent/Registrar Agreement and a Purchase Agreement; and Other Matters Related Thereto.”

“Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates issued and delivered under this Ordinance, except those Certificates:

(a) canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(b) for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(c) that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided by this Ordinance.

“Pledged Revenues” means, while the Certificates remain Outstanding, the Net Revenues remaining, in an amount not to exceed \$1,000, after payment of the Prior Lien Obligations and Subordinate Lien Obligations. The Pledged Revenues will be deposited, allocated, and expended in accordance with Section 8 of this Ordinance.

“Prior Lien Obligations” means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues and any other Additional Prior Lien Obligations, all as further provided in Section 18 of this Ordinance and (ii) any obligations issued to refund the foregoing that are payable from and secured by a prior and first lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

“Purchase Agreement” means the Purchase Agreement between the city and the Initial Purchaser approved by an Authorized Representative, substantially in the form attached hereto as Exhibit “B”.

“Series 2012 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2012 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012,” dated January 15, 2012, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2013 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2013 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013,” dated August 15, 2013, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2014 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2014 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014,” dated March 1, 2014, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2018 Certificates” means (i) the currently outstanding and unpaid Series 2018 Certificates payable from ad valorem taxes and additionally payable from and secured by a limited pledge of and lien on net revenues of the System (as defined in the ordinance authorizing the issuance of the Series 2018 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018,” dated September 15, 2018, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2021A Certificates” means (i) the currently outstanding and unpaid Series 2021A Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2021A Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021A,” dated June 1, 2021, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Stated Maturity” means the annual principal payments of the Certificates payable on February 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

“Subordinate Lien Obligations” means the (i) the Series 2014 Certificates; (ii) Series 2013 Certificates; and (iii) Series 2012 Certificates when issued, and any Additional Subordinate Lien Obligations.

“System” means the City’s entire existing waterworks and sewer system, together with all future extensions, enlargements, additions, replacements, and improvements thereto.

“System Fund” means the fund described in Section 13.

Section 8. Certificate Fund; Project Fund. (a) Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated "CERTIFICATES OF OBLIGATION, SERIES 2021B, INTEREST AND SINKING FUND" (the "Certificate Fund"), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 25. Authorized officials of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Certificates.

The City, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of any Prior Lien Obligations and Subordinate Lien Obligations issued by the City, and any amounts budgeted to be paid there from in such Fiscal Year, shall deposit the Pledged Revenues to the Certificate Fund. The Pledged Revenues, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. The Pledged Revenues shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Premium, if any, received from the Initial Purchaser of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

(b) Project Fund. A special "City of Weslaco, Texas Certificates of Obligation, Series 2021B Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at the Depository. The Project Fund is the fund into which the net proceeds excluding premium, if any, of the Certificates shall be deposited, and money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued. Accrued interest and premium, if any, shall be deposited into the Certificate Fund.

Section 9. Investments and Security. (a) Investment of Funds. Except as otherwise provided herein, the City may place money in any fund created by this Ordinance in time or demand deposits or invest such money as authorized by the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, consistent with the investment policy approved by the City; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Project Fund may only be used for one of the purposes for which the Certificates have been issued or deposited in the Certificate Fund. Any amounts received from the investment of the Certificate Fund shall be deposited in the Certificate Fund.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Remaining Funds. Any amounts remaining in the Project Fund after the purposes for which the Certificates are issued have been accomplished shall be deposited to the Certificate Fund and the Project Fund shall be closed.

Section 10. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes thereto as well as the pledge of the Pledged Revenues additionally securing the Certificates and such pledges are, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledges of the ad valorem taxes and Pledged Revenues are to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in such pledges, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledges to occur.

Section 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

(i) the amount of Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year; provided, however, that funds in satisfaction of the constitutional annual sinking fund requirement as heretofore provided in this Section 11 must be collected and deposited in the Certificate Fund each year.

(ii) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(iii) the amount of Pledged Revenues, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (i) above less the sum total of the amounts established in paragraphs (ii) and (iii), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the System to the payment and security of (i) any Prior Lien Obligations and Subordinate Lien Obligations, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

Section 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF WESLACO, TEXAS WATERWORKS AND SEWER SYSTEM FUND" (the "System Fund"). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

First: To the payment of the reasonable and proper Maintenance and Operating Expenses required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues;

Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Prior Lien Obligations;

Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations; and

Fourth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of any Limited Pledge Obligations and any Additional Limited Pledge Obligations, hereafter issued by the City.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security, and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

Section 14. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 15. Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received

from losses under such insurance policies, other than public liability policies, shall be retained for the benefit of the Owners of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within 90 days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

Section 16. Rates and Charges. The City hereby covenants and agrees with the Owners of the Certificates that rates and charges for water and sewer services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

(a) to pay all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses;

(b) to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Obligations issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (ii) the interest on and principal of any Subordinate Lien Obligations as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iii) the amounts that may be deposited in the special funds established for the payment of the Limited Pledge Obligations;

(c) to pay other legally incurred indebtedness payable from the Net Revenues and/or secured by a lien on the System or the Net Revenues thereof; and

(d) deposit as collected all revenues derived from the operation of the System into the System Fund.

Section 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Owners of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 18. Issuance of Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereafter issue bonds, certificates, warrants, certificates, or other obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the

following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

(a) Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System in accordance with any ordinances authorizing any Prior Lien Obligations;

(b) Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations issued and hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the Limited Pledge Obligations; and

(c) Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph:

Prior Lien Obligations and Subordinate Lien Obligations, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the Owners of the Prior Lien Obligations, the Subordinate Lien Obligations, or the Limited Pledge Obligations) upon such terms and conditions as the City Commission may determine. Limited Pledge Obligations, shall not in any event be construed to be payable from the Net Revenues authorized by the ordinances authorizing the issuance of the Prior Lien Obligations or Subordinate Lien Obligations to be budgeted and appropriated for the payment of the Prior Lien Obligations or Prior Subordinate Lien Obligations, as appropriate. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of any Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of any Prior Lien Obligations and Subordinate Lien Obligations.

Section 19. Special Covenants. The City hereby further covenants that:

(a) it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under the Act, and the City's Home Rule Charter;

(b) other than for the payment of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations and Limited Pledge Obligations, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

(c) as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease, or encumber (except in the manner provided in Section 19 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

(d) to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks and sewer systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

(e) no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

Section 20. Application of the Covenants and Agreements of the Prior Lien Obligations and Subordinate Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of any Prior Lien Obligations and Subordinate Lien Obligations issued or hereafter issued by the City; provided, however, that the Owners of the Certificates expressly recognize the priority of rights and benefits with respect to the Net Revenues that may be conferred to the Owners of any Prior Lien Obligations and Subordinate Lien Obligations hereafter issued by the City.

Section 21. Notices to Owners, Waiver. Wherever this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Owner as it appears in the Register.

In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Owners. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 22. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

Section 23. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 24. Sale of the Certificates; Approval of Official Statement.

(a) Sale. The sale of the Certificates to the Initial Purchaser pursuant to the Purchase Agreement attached hereto as Exhibit “B” is hereby confirmed and delivery of the Certificates to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the Purchase Agreement. The Mayor or the City Manager are hereby authorized to sign and deliver the Purchase Agreement. The sale of the Certificates to the Initial Purchaser pursuant to the Purchase Agreement at a price of \$_____ (which amount is equal to par, plus a net original issue premium on the Certificates of \$_____ less Underwriters’ discount of \$_____) and no accrued interest to the date of delivery is hereby confirmed. The proceeds from the sale of the Certificates shall be used in the following manner: (i) \$_____ shall be deposited to the credit of the Construction Fund to be used to accomplish the purposes for which the Certificates were issued; and (ii) \$_____ shall be used to pay the costs of issuance for the Certificates.

(b) Approval of Official Statement. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement dated July 27, 2021, prior to the date hereof is hereby ratified and confirmed. The Commission finds and determines that the Preliminary Official Statement is “deemed final” as that term is defined in 17 C.F.R. Section 240.15c2-12.

(c) Legal Opinion. The Initial Purchaser’s obligation to accept delivery of the Certificates is subject to their being furnished an opinion of Winstead PC, Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

(d) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller of Public Accounts of the State of Texas is authorized and instruct to deliver the Initial Certificate pursuant to the instruction of the Mayor for delivery to the Initial Purchaser.

Section 25. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except to the extent that it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(i) own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except as would not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are

considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the City complies with Subsection J of this Section:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(i) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 48(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(ii) As additional consideration for the purchase of the Certificates by the Underwriters and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the

Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iii) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(j) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(k) Certificates Not Hedge Bonds.

(i) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(ii) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, City Secretary, or City Attorney, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

Section 26. Book-Entry-Only System. (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$5,000 or an integral multiple thereof.

Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the City has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or

(ii) above, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the City. In the event that the City makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the City. The City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in (ii) or (iii) above.

(a) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(b) If at any time DTC ceases to hold the Certificates, all references herein to DTC shall be of no further force or effect.

Section 27. Continuing Disclosure. (a) Annual Reports. The City will provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to its Electronic Market Access System (“EMMA”). The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered [1 through 6 and 8 through 10 and in Appendix B.] The City will update and provide this information within six months after the end of each fiscal year ending in and after 2021. The financial information and operating data to be provided may be set forth in full in one or more publicly available documents, as permitted by SEC Rule 15c2-12 (the “Rule”). The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in Exhibit C or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

The City’s current fiscal year end is September 30. Accordingly, it must provide updated information by the last day of March in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

(b) Notice of Occurrence of Certain Events. The City will file with the MSRB notice of any of the following events with respect to the Bonds in a timely manner (and not more than 10 business days after occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the federal income tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or

substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the City, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any financial obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends the words used in clauses (15) and (16) and the definition of financial obligation in this section to have the meanings ascribed to them in the Securities and Exchange Commission (the “SEC”) Release No. 34-83885, dated August 20, 2018.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the City from time to time under the following circumstances, but not otherwise: (a) to adapt to changed circumstances that

arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if the provisions of this Section, as so supplemented or amended, would have permitted an underwriter to purchase or sell Bonds in the present offering in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment, supplement, or repeal, or any State agency or official determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Bonds; (b) upon repeal of the applicable provisions of the Rule, or any judgment by a court of final jurisdiction that such provisions are invalid; or (c) in any other circumstance or manner permitted by the Rule.

Section 28. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Certificates to the Underwriter.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, City Secretary, or City Attorney, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General, and their registration by the Comptroller of Public Accounts and, together with the City's financial advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Initial Purchaser and the initial exchange thereof for definitive Certificates.

Section 29. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations (defined herein), which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of any Defeased Certificate. To cause a Certificate scheduled to be paid on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

(b) In connection with any defeasance of the Certificates, the City shall cause to be delivered either: (i) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the fund established to pay the Defeased Certificates in full on the maturity date thereof (the "Verification"); or (ii) a certificate from the City Manager of the City certifying that the amount deposited with a Depository or into an escrow account is sufficient to pay the Defeased Certificates in full on the maturity date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if

applicable, to the Paying Agent/Registrar and the City. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

(c) At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations.

(d) Any money so deposited with a Depository may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depository which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(e) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 30. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 31. Ordinance a Contract; Amendments; Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Owners from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

Section 32. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Owners.

Section 33. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

Section 34. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 35. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 36. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 37. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

Section 38. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

Section 39. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 40. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 41. No Recourse Against City. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

Section 42. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Purchase Agreement, the Official Statement, and the initial sale and delivery of the Certificates and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor or the City Manager and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond

rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 43. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is \$9,500.00. Bond Counsel is accommodating the City by paying such fee upon submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such payment with proceeds of the Certificates.

Section 44. Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

PASSED AND ADOPTED on August 3, 2021.

CITY OF WESLACO, TEXAS

/s/ David Suarez
Mayor

ATTEST:

/s/ Norma Cantu
City Secretary

(CITY SEAL)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of August 3, 2021 (the “Agreement”), by and between the CITY OF WESLACO, TEXAS (the “City”), and BOKF, NA, Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS OF THE CITY

The City has duly authorized and provided for the issuance of its “CITY OF WESLACO, TEXAS CERTIFICATES OF OBLIGATIONS, SERIES 2021B,” in the aggregate principal amount of \$10,000,000 (the “Securities”), dated August 15, 2021, to be issued as registered securities without coupons;

All things necessary to make the Securities the valid obligations of the City, in accordance with their terms, will be taken upon the issuance and delivery thereof;

The City is desirous that the Bank act as the Paying Agent of the City in paying the principal, premium (if any) and interest on the Securities, in accordance with the terms thereof, and that the Bank act as Registrar for the Securities;

The City has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the City, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The City hereby appoints the Bank to act as Paying Agent with respect to the Securities, in order to pay, when due, the principal, premium (if any), and interest on all or any of the Securities to the Owner of the Securities.

The City hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the City books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance authorizing the issuance of the Securities.

The Bank hereby accepts its appointment, and agrees to act, as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the City hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the City on or before 90 days prior to the close of the Fiscal Year of the City and which shall be effective upon the first day of the following Fiscal Year. The City covenants to provide notice to the

Bank upon any change in the City's Fiscal Year within ten business days of the governing body of the City's decision to change the Fiscal Year of the City.

In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

"Bank Office" means the corporate trust office of the Bank set forth on the signature page of this agreement. The Bank will notify the City, in writing, of any change in location of the Bank Office.

"City Request" and "City Order" each mean a written request or order signed in the name of the City by the Mayor or the City Secretary of the City Council of the City and delivered to the Bank.

"Fiscal Year" means the fiscal year of the City, which currently begins on October 1 and ends on September 30 of each year.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the ordinance of the governing body of the City pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the City, and delivered to the Bank.

"Owner" means a Person in whose name a Security is registered in the Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Register" means a register maintained by the Bank on behalf of the City providing for the registration of Securities and of transfers of Securities.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and

familiarity with the particular subject.

“Stated Maturity” means the date specified in the Ordinance as the fixed date on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank”, “City”, and “Security” have the meanings assigned to them in the opening paragraph of this Agreement or in the Recitals of the City.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the principal and premium, if any, of each Security at its Stated Maturity, Redemption Date, if any, or Acceleration Date, to the Owner upon surrender of the Security to the Bank at its corporate trust operations office located in Dallas, Texas.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the interest on each Security when due, by computing the amount of interest to be paid each Owner, preparing the checks and mailing the checks on the payment date, to the Owner of the Securities on the Record Date, addressed to their address appearing on the Register.

Section 3.02. Payment Dates. The City hereby instructs the Bank to pay the principal of and premium, if any, and interest on the Securities on the dates specified in the Ordinance.

ARTICLE IV. REGISTRAR

Section 4.01. Transfer and Exchange. The Bank agrees to keep and maintain for and on behalf of the City at the Bank Principal Payment Office books and records (herein sometimes referred to as the “Register”) for recording the names and addresses of the Owners of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Owners and containing such other information as may be reasonably required by the City and subject to such reasonable regulations as the City and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Owners thereof will be completed and

new Securities delivered to the Owner or the assignee of the Owner in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Securities. The City shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Register. The Bank as Registrar will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Owners. The Bank will provide the City at any time requested by the City, upon payment of any required fee, a copy of the information contained in the Register. The City may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the City, except upon receipt of a subpoena, court order, or as required by law. Upon receipt of a subpoena or court order the Bank will notify the City so that the City may contest the subpoena or court order.

Section 4.05. Return of Cancelled Securities. All Securities surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The City may at any time deliver to the Bank for cancellation any Securities previously authenticated and delivered which the City may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Bank. All cancelled Securities held by the Bank shall be destroyed, and evidence of such destruction furnished to the City at such reasonable intervals as it determines subject to applicable rules and regulations of the Securities and Exchange Commission.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The City hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and

bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the City and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Owner of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to City. The Bank will, within a reasonable time after receipt of written request from the City, furnish the City information as to the Securities it has paid pursuant to Section 3.01 and Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the City as prepared by the City's co-financial advisors or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by one of the financial advisors or the City as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the City as prepared by the City's Co-Financial Advisor(s) or other agent.

Section 5.03. Reliance on Documents, etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have foregoing statement, the Bank need not to examine the ownership of any Securities but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an agent of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument,

opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the City.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.04. Recitals of City. The recitals contained herein and in the Securities shall be taken as the statements of the City, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the City, any Owner or Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent/Registrar or any other agent.

Section 5.06. Money Held by Bank. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the City hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Owners of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Owners shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the City and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code

with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

Section 5.07. Indemnification. The City agrees, to the extent permitted by law, to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Bank or the termination of this Agreement.

Section 5.08. Interpleader. The City and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit, in either a Federal or State District Court located in the State of Texas and County or Counties where either the Bank (Texas offices only) or the City is located, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in Section 6.03 of this Agreement shall constitute adequate service. The City and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming interest herein.

Section 5.09. Depository Trust Company. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the City or the Bank shall be mailed or delivered to the City or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the City shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein, or application thereof, shall be invalid,

illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or applications shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar for the Securities, and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Certificate of Interested Parties Form 1295. The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 6.11. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the City and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and City mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities. Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the City.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12. No Boycott of Israel; No Business With Sanctioned Countries.

The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

The Bank represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Bank hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Bank hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm

entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WESLACO, TEXAS

Address:

By: _____
Title: Mayor
255 South Kansas Avenue
Weslaco, Texas 78596

[SEAL]

Attest:

Title: City Secretary

Attest:

BOKF, NA

By _____

By _____

Title _____

Title _____

(BANK SEAL)

Address: 5959 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

EXHIBIT B

Purchase Agreement See Tab No. ____

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 27 of this Ordinance.

Annual Financial Statements and Operating Data. The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

(i) the audited financial statements of the City, but for the most recently concluded Fiscal Year, and, to the extent that such statements are not completed and available, unaudited financial statements for such Fiscal Year; and

(ii) the tables or schedules appearing in the Official Statement relating to the City's Certificates of Obligation, Series 2021B, under Tables numbered 1 through 6 and 8 through 25.

Accounting Principles. The accounting principles, with respect to the City, referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph (i) above, as such principles may be changed from time to time to comply with state law or regulation.



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4520	
From: VIDAL ROMAN			
Subject: Discussion and consideration to accept the calculation of the No New Revenue (effective) and Voter Approval (Rollback) tax rates for 2021 tax year by Hidalgo County Tax Assessor-Collector Pablo Villarreal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
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 VIDAL ROMAN Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 2021 Tax Rate Calculation-WORD			
Responsibilities upon Approval:			

2021 Governing Body Summary #1A*

Benchmark 2021 Tax Rates

City of Weslaco

Date: 07/28/2021 03:53 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.662324	\$13,149,318	
One Percent \$100 Tax Increase***	\$0.668947	\$13,280,806	\$131,488
One Cent per \$100 Tax Increase***	\$0.672324	\$13,347,851	\$198,533
De Minimis Rate	\$0.000000	\$0	\$0
VAR NOT adjusted for Unused Increment Rate	\$0.695263	\$13,803,266	\$653,948
VAR adjusted for Unused Increment Rate	\$0.695263	\$13,803,266	\$653,948
Last Year's Tax Rate	\$0.696700	\$13,831,795	\$682,477
Proposed Tax Rate	\$0.695263	\$13,803,266	\$653,948

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to no-new-revenue tax rate.

2021 Tax Rate Calculation Worksheet

Date: 07/28/2021 08:10 AM

Taxing Units Other Than School Districts or Water Districts

City of Weslaco

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet*.

This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate (No New Taxes)

The No-New-Revenue tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the No-New-Revenue tax rate should decrease.

The No-New-Revenue tax rate for a county is the sum of the No-New-Revenue tax rates calculated for each type of tax the county levies.

No-New-Revenue Tax Rate Activity	Amount/Rate
1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17). ¹	\$1,999,108,895
2. 2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$165,724,748
3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$1,833,384,147
4. 2020 total adopted tax rate.	\$0.696700/\$100
5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.	
A. Original 2020 ARB values:	\$10,791,676
B. 2020 values resulting from final court decisions:	\$5,402,702
C. 2020 value loss. Subtract B from A. ³	\$5,388,974
6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.	
A. 2020 ARB certified value:	\$0

B. 2020 disputed value:	\$0
C. 2020 undisputed value. Subtract B from A. ⁴	\$0
7. 2020 Chapter 42 related adjusted values Add Line 5C and Line 6C.	\$5,388,974
8. 2020 taxable value, adjusted for actual and potential court-ordered reductions. Add Line 3 and Line 7.	\$1,838,773,121
9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵	\$962,403
10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.	
A. Absolute exemptions. Use 2020 market value:	\$2,402,848
B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$4,330,762
C. Value loss. Add A and B. ⁵	\$6,733,610
11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. 2020 market value:	\$0
B. 2021 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A. ⁷	\$0
12. Total adjustments for lost value. Add lines 9, 10C and 11C.	\$7,696,013
13. 2020 adjusted taxable value. Subtract Line 12 from Line 8.	\$1,831,077,108
14. Adjusted 2020 total levy. Multiply Line 4 by Line 13 and divide by \$100.	\$12,757,114
15. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. ⁸	\$39,009
16. Taxes in tax increment financing (TIF) for tax year 2020. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 16D, enter 0. ⁹	\$0
17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 14 and 15, subtract Line 16. ¹⁰	\$12,796,123
18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value	

includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹¹	
A. Certified values:	\$2,072,161,794
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$76,862
D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹²	\$0
E. Total 2021 value. Add A and B, then subtract C and D.	\$2,072,084,932
19. Total value of properties under protest or not included on certified appraisal roll.¹³	
A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$92,708,687
B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	\$0
C. Total value under protest or not certified: Add A and B.	\$92,708,687
20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$179,463,469
21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$1,985,330,150
22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	\$5,464,723
23. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be	\$47,863,230

determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	
24. Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$53,327,953
25. 2021 adjusted taxable value. Subtract Line 24 from Line 21.	\$1,932,002,197
26. 2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$0.662324/\$100
27. COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(13)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.012(13)

⁹Tex. Tax Code Section 26.03(c)

¹⁰Tex. Tax Code Section 26.012(13)

¹¹Tex. Tax Code Section 26.012,26.04(c-2)

¹²Tex. Tax Code Section 26.03(c)

¹³Tex. Tax Code Section 26.01(c) and (d)

¹⁴Tex. Tax Code Section 26.01(c)

¹⁵Tex. Tax Code Section 26.01(d)

¹⁶Tex. Tax Code Section 26.012(6)(b)

¹⁷Tex. Tax Code Section 26.012(6)

¹⁸Tex. Tax Code Section 26.012(17)

¹⁹Tex. Tax Code Section 26.012(17)

²⁰Tex. Tax Code Section 26.04(c)

²¹Tex. Tax Code Section 26.04(d)

²²Reserved for expansion

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The Voter-Approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. 2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$0.510900/\$100
29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,838,773,121
30. Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$9,394,291
31. Adjusted 2020 levy for calculating NNR M&O rate.	
A. 2020 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent: Amount of additional sales tax collected and spent on M&O expenses in 2020. Enter amount from full year's sales tax revenue spent for M&O in 2020 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
B. M&O taxes refunded for years preceding tax year 2020 Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$28,745
C. 2020 taxes in TIF Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0.	\$0
D. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	\$0
E. 2020 M&O levy adjustments. Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function.	\$28,745
F. Add Line 30 to 31E.	\$9,423,036

32. Adjusted 2020 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,932,002,197
33. 2020 NNR maintenance and operations rate (unadjusted). Divide Line 31F by Line 32 and multiply by \$100.	\$0.487734/\$100
34. Rate adjustment for state criminal justice mandate.²³ A. 2021 State Criminal Justice Mandate: Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. B. 2020 State Criminal Justice Mandate: Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0 \$0 \$0 \$0
35. Rate adjustment for indigent health care expenditures.²⁴ A. 2021 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2020, less any state assistance received for the same purpose. B. 2020 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0 \$0 \$0 \$0
36. Rate adjustment for county indigent defense compensation.²⁵ A. 2021 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. B. 2020 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.	\$0 \$0 \$0 \$0

E. Enter the lessor of C and D. If not applicable, enter 0.	\$0
37. Rate adjustment for county hospital expenditures.²⁶ A. 2021 county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.	\$0
B. 2020 county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.	\$0
C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$0
D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$0
E. Enter the lessor of C and D. If not applicable, enter 0.	\$0
38. Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E.	\$0.487734/\$100
39. 2021 voter-approval M&O rate. Enter the rates as calculated by the scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035. - or - Taxing unit affected by disaster declaration. If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter- approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. ²⁷	\$0.504804/\$100
40. Total 2020 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount.	\$3,788,817
B. Subtract unencumbered fund amount used to reduce total debt.	\$0
C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)	\$0
D. Subtract amount paid from other resources.	\$0

E. Adjusted debt. Subtract B, C, and D from A.	\$3,788,817
41. Certified 2020 excess debt collections. Enter the amount certified by the collector. ²⁸	\$0
42. Adjusted 2021 debt. Subtract Line 41 from Line 40E.	\$3,788,817
43. 2021 anticipated collection rate. A. Enter the 2021 anticipated collection rate certified by the collector: ²⁹ B. Enter the 2020 actual collection rate C. Enter the 2019 actual collection rate D. Enter the 2018 actual collection rate E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁰	100.00% 100.20% 101.21% 101.81% 100.20%
44. 2021 debt adjusted for collections. Divide Line 42 by Line 43E	\$3,781,254
45. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,985,330,150
46. 2021 debt tax rate. Divide Line 44 by Line 45 and multiply by \$100.	\$0.190459/\$100
47. 2021 voter-approval tax rate. Add Lines 39 and 46.	\$0.695263/\$100
48. COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0442

²⁵Tex. Tax Code Section 26.0442

²⁶Tex. Tax Code Section 26.0443

²⁷Tex. Tax Code Section 26.04(c-1)

²⁸Tex. Tax Code Section 26.012(10) and 26.04(b)

²⁹Tex. Tax Code Section 26.04(b)

³⁰Tex. Tax Code Section 26.04(b)

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes/strong>

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its No-New-Revenue and Voter-Approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its No-New-Revenue tax rate and/or Voter-Approval tax rate because it adopted the additional sales tax.

Sales and Use Tax Worksheet	Amount/Rate
49. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, skip this line.	\$0
50. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$0
51. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,985,330,150
52. Sales tax adjustment rate. Divide Line 50 by Line 51 and multiply by \$100.	\$0/\$100
53. 2021 No-New-Revenue tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$0.662324/\$100
54. 2021 No-New-Revenue tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 52 from Line 53. Skip to Line 55 if you adopted the additional sales tax before November 2020.	\$0.662324/\$100
55. 2021 Voter-Approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 47 or 48, as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.695263/\$100
56. 2021 Voter-Approval tax rate, adjusted for sales tax. Subtract Line 52 from Line 55.	\$0.695263/\$100

³¹Reserved for expansion

³⁴Tex. Tax Code Section 26.041(d)

³²Tex. Tax Code Section 26.041(d)

³⁵Tex. Tax Code Section 26.04(c)

³³Tex. Tax Code Section 26.041(i)

³⁶Tex. Tax Code Section 26.04(c)

SECTION 4: Voter-Approval Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Voter-Approval Protection for Pollution Control Worksheet	Amount/Rate
57. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$0
58. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,985,330,150
59. Additional rate for pollution control. Divide Line 57 by Line 58 and multiply by \$100.	\$0/\$100
60. 2021 Voter-Approval tax rate, adjusted for pollution control. Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	\$0.695263/\$100

³⁷Tex. Tax Code Section 26.045(d)

³⁸Tex. Tax Code Section 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.⁴⁰

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴¹

Unused Increment Rate Worksheet	Amount/Rate
61. 2020 unused increment rate. Subtract the 2020 actual tax rate and the 2018 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0
62. 2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero	\$0
63. 2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0
64. 2021 unused increment rate. Add Lines 61, 62 and 63.	\$0/\$100
65. 2021 voter-approval tax rate, adjusted for unused increment rate. ²³ Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	\$0.695263/\$100

³⁹Tex. Tax Code Section 26.013(a)

⁴⁰Tex. Tax Code Section 26.013(c)

⁴¹Tex. Tax Code Section 26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴²

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴³

De Minimis Rate Worksheet	Amount/Rate
66. Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 38 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$0.487734/\$100
67. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,985,330,150
68. Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 67 and multiply by \$100.	\$0.025184
69. 2021 debt rate. Enter the rate from Line 46 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.190459/\$100
70. De minimis rate. ²³ Add Lines 66, 68 and 69.	\$0/\$100

⁴²Tex. Tax Code Section 26.012(8-a)

⁴³Tex. Tax Code Section 26.063(a)(1)

⁴⁴Tex. Tax Code Section 26.04(c)

SECTION 7: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 54 (adjusted for sales tax). \$0.662324/\$100

Voter-Approval tax rate As applicable, enter the 2021 voter-approval tax rate from: Line 47, Line 48 (counties), Line 56 (adjusted for sales tax), Line 60 (adjusted for pollution control), or Line 65 (adjusted for unused increment). \$0.695263/\$100

De minimis rate If applicable, enter the de minimis rate from Line 70. \$0/\$100

SECTION 8: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have calculated the tax rates in accordance with requirements in Tax Code.⁴⁴

print here

Printed Name of Taxing Unit Representative

sign here _____

Taxing Unit Representative

Date



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4526	
From: Mike Perez			
Subject: Discussion and consideration to award the most advantageous proposal for financing of the purchase of Weslaco Fire Department 2021 Fire Ladder Truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Request for Proposals for the Financing/Acquisition was initiated due to the approval of purchase of the 2021 Fire Ladder Truck at the beginning of the year. The most advantageous proposal was from Governmental Capital Corporation with an interest rate of 2.23% and 10 annual payments of \$99,987.09.			
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):			
SONIA FLORES		Created/Initiated	
VIDAL ROMAN		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Financing Tabulation, Government Capital Corporation			
Responsibilities upon Approval:			

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092
817.422.0212
Stepahie Cates
stephanie.cates@govcap.com

BBVA 3900 N. 10th Street 2nd Floor McAllen, Texas 78501 956.457.9947 Gina Lobato gina.lobato@bbva.com			Plains Capital Bank 911 W. Expressway 83 Weslaco, Texas 78596 956-973-3071 Jesse Santana jesse.santana@plainscapital.com		
Option	DESCRIPTION	Pmts			
			CONTRACT AMT	\$ 878,232.97	
			NO RESPONSE	\$ -	
			ORIGINATION FEE	\$ -	
			INTEREST	\$ -	
			TOTAL	\$ -	
ANNUAL PAYMENTS	10		CONTRACT AMT	\$ 878,232.97	
			?	vary due to variable interest	
			ORIGINATION FEE	\$ -	
			INTEREST	2.93% - 3.25%	
			TOTAL	vary due to variable interest	
				2.93%-3.25%	

Tabulation created by: Homer Rhodes on: 7/21/2021



July 20, 2021

Mr. Homer Rhodes
Weslaco City Hall
956-968-3181
hrhodes@weslacotx.gov

Dear Mr. Rhodes,

Thank you for the opportunity to present proposed financing for City of Weslaco. I am submitting for your review the following proposed structure:

ISSUER:	City of Weslaco, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 878,232.97
TERM:	10 Annual Payments
INTEREST RATE:	2.23%
PAYMENT AMOUNT:	\$ 99,987.09
PAYMENTS BEGINNING:	One year from signing, annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes all applicable fees expressed as 0.01. These costs can include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes non-bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Sr VP Client Services
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

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

ACQUISITION FUNDING FOR LADDER FIRE TRUCK / RFP No.: 2020-21-28

Addendum No.: 1

July 16, 2021

Notice is hereby given to all prospective respondents of the following:

- 1 Was this going to be Bank Qualified or Non-Bank Qualified? **Non-Bank Qualified**
- 2 Are you seeking annual payments in arrears? **Yes, 10 yearly payments**
- 3 Do you have a desired first payment date? **One year after Financing contract award**

/s/ Homer Rhodes,
hrhodes@weslacotx.gov
Purchasing Agent

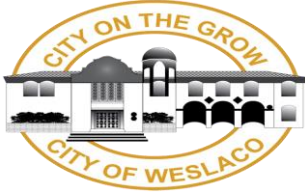
Acknowledged by Firm: Stephanie Cates date: July 20, 2021



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4527
From: Mike Perez		
Subject: Discussion and consideration to award the most advantageous proposal for financing of the purchase of Solid Waste Collection Department 12,000 trash can bins and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: Request for Proposals for the Financing was initiated due to the purchase approval of 12,000 residential trash can bins. The most advantageous proposal was from Frost Bank with an interest rate of 1.776% and 5 annual payments of \$125,287.83		
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):		
SONIA FLORES VIDAL ROMAN Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Financing Tabulation, Frost Bank		
Responsibilities upon Approval:		

CITY OF WESLACO - TRASH CANS / 5 YEAR PAYMENT PLAN ACQUISITION & FINANCING RFP 2020-21-29 TABULATION



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Rick Ramirez
rick.ramirez@frostbank.com

Plains Capital Bank
911 W. Expressway 83
Weslaco, Texas 78596
956-973-3071
Jesse Santana
jesse.santana@plainscapital.com

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092
817.422.0212
Stepahie Cates
stephanie.cates@govcap.com

Option	DESCRIPTION	Pmts	Pmts				Pmts							
ANNUAL PAYMENTS			CONTRACT AMT	\$	594,398.00		CONTRACT AMT	\$	594,398.00		CONTRACT AMT	\$	594,398.00	
		5	\$	125,287.83	\$	626,439.15	5	\$	646,645.58	5	\$	127,574.23	\$	637,871.15
			ORIGINATION FEE	\$	750.00		ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-	
			INTEREST	\$	32,041.15		INTEREST	\$	52,247.58		INTEREST	\$	43,473.15	
			TOTAL	\$	627,189.15		TOTAL	\$	646,645.58		TOTAL	\$	637,871.15	
		1.776%					2.93% - 3.25%					2.056%		

Tabulation created by: Homer Rhodes on: 7/28/2021



Equipment Leasing & Finance
1901 W Nolana Avenue,
McAllen, Texas 78504
Ph. (956) 702-6641

July 27, 2021

City of Weslaco
Attn: Homer Rhodes
119 E. 5th Street
Weslaco, TX 78596

VIA: hrhodes@weslacotx.gov

Proposal for Lease Purchase Financing

Frost is pleased to offer the following lease purchase proposal. Subject to the receipt of the required financial information, equipment detail, and credit approval, an equipment lease purchase financing agreement may be structured in accordance with the terms and conditions set forth in the proposal(s) below:

LESSEE: City of Weslaco ("Municipality")

LESSOR: Frost Bank ("Frost")

PERSONAL PROPERTY: *Equipment Financing Agreement ("Agreement") is to include new personal property acceptable to LESSOR with a total amount of approximately \$594,398.00. The equipment is generally described as #12,000 - 95 gallon trash cans.*

AGREEMENT FUNDING: *The Agreement will commence on or about August 31, 2021.*

PAYMENT SCHEDULE: *The Municipality will make 5 consecutive annual payments in arrears with the first payment due on or after August 31, 2022.*

PAYMENT AMOUNT: \$125,287.83

RATE: 1.776% Fixed

RATE ADJUSTMENT: *The above referenced rate will expire on September 16, 2021. If the lease commencement is after this date, the rate will be determined based on the FHLB Secure Connect Amortizing Rate for a term of 5 years on a 5 year amortization plus 1.146%.*

The index on which the Indicative Interest Rates are based is The Federal Home Loan Bank Secure Connect Rates, which can be found at www.fhlb.com under Today's Long Term Fixed Rates. The specific index is in the Secure Connect Amortizing table under the Amortizing tab. The index today is .630%.

This Proposal also assumes that Municipality is Non-Bank Qualified for 2021. If not, rate will be adjusted.

ESCROW: *An Acquisition Fund Agreement may be used to fully fund purchases in advance of receipt. The funds will be deposited with Lessor in a Lessee controlled account. After vendor(s) are paid in full, Lessor will close the*

account and pay Lessee the outstanding balance in the deposit account, if any.

AT TERMINATION: *No additional purchase price will be assessed upon termination of original Agreement period.*

FEES: *A fee equal to \$750.00 will be added to the invoice for the first payment to cover origination expenses.*

TAXES: *This is a net financing proposal whereby maintenance, property tax and sales tax will be for Lessee's account and obligation.*

INSURANCE: *LESSEE will be required to carry, at its expense, all risk insurance in an amount equal to the lessor's stipulated loss value and liability insurance in an amount acceptable to Lessor.*

Certificate(s) of insurance shall reflect Lessor as an additional named insured and loss payee, and shall be with companies and contain endorsements and amounts acceptable to Lessor.

ATTORNEY'S OPINION: *LESSEE shall provide lessor with an attorney's opinion that financing of the equipment conforms with applicable State of Texas laws and that all documentation required is satisfactory to Lessor. All legal expense incurred to conform documents to the satisfaction of the Municipality, their Counsel, and the Lessor will be borne by the Municipality.*

COURTMEETING MINUTES: *Lessee shall provide Lessor with a duly executed copy, with original signatures, of the Court Meeting Minutes authorizing this financing by unanimous approval.*

WARRANTIES: *Lessor is not a manufacturer of, or dealer in, the equipment selected; and in that regard: Lessee acknowledges the equipment is of a size, design, capacity and manufacture selected by Lessee. Lessor does not inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor will, however, take any steps reasonably within its power to make available to Lessee any manufacturers or similar warranty applicable to the equipment. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.*

FINANCIAL STATEMENTS: *Lessee will provide annual financial statements, including operating figures, during the life of the lease.*

DOCUMENTATION: *All documentation must be satisfactory to all parties concerned and will include a non-appropriations clause.*

EXPIRATION OF BID: *If not accepted, this bid will expire in thirty (30) days of the date of this bid.*

SUMMARY: *This bid in its present form does not represent a commitment to finance by Frost, and is not binding on either the Lessee or Lessor. It is subject to and contingent upon Lessee's approval of these conditions and Lessor's approval of the pricing and Lessee's credit and equipment*

Municipal Advisor Disclosure. The information and materials contained or referenced herein have been prepared by Frost Bank solely for informational purposes. Neither Frost Bank, nor its affiliates, nor any of their representatives (collectively, "Frost") are recommending any action to you. Frost is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Frost is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Frost Bank.

Frost appreciates the opportunity to present this bid for your consideration.

By:

Suzanne Maness

Suzanne Maness,
Vice President

Cc: Rick Ramirez, Frost Bank



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4519
From: Joel Rivera		
Subject: Discussion and consideration on House Bill 1927 regulating signage on City buildings for the carrying of handguns during public meetings and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)		
Background: Discussion and consideration regarding HB1927 and other relevant statutes, taking effect Sept. 1, 2021; Regarding the carry of a handgun during public meetings.		
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 ROBERT LOPEZ Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: HB 1927 June 11 2021 Number 22		
Responsibilities upon Approval:		



Legislative UPDATE

Subject Index for City-Related Bill Summaries

Property Tax	3
Public Safety	8
Sales Tax.....	24
Community and Economic Development	25
Elections	34
Emergency Management	37
Municipal Courts	40
Open Government.....	42
Other Finance and Administration	43
Personnel.....	58
Purchasing.....	62
Transportation.....	66
Utilities and Environment	68

June 11, 2021
Number 22

Eighty-Seventh Legislature Adjourns: **Cities Retain Their Voice**

A legislative session that got its start during two major disasters—the Coronavirus Pandemic and Winter Storm Uri—ended just as unusually, with House members leaving the building on the penultimate day to break a quorum on a bill they disliked.

In between, important legislation was passed, much of it beneficial for Texas cities. One bill that passed, H.B. 5, will speed the expansion of broadband to underserved communities by creating a new Broadband Development Office to be overseen by the comptroller. Assisting the expansion of broadband—as H.B. 5 does—was a TML priority.

Another TML priority was supporting legislation that hardens the electric grid in the wake of Uri. Several grid-related bills were passed, including S.B. 3, to try to prevent future electric disasters.

Good annexation legislation passed, as well. S.B. 374, corrects unintended consequences related to annexing roads that was caused by legislation passed in 2017 and 2019.

Many bills that would have harmed city authority either failed to pass or passed in negotiated form that cities can live with, including the following:

- A community censorship bill that would have prevented cities from hiring advocates or joining associations that advocate for their issues at the Capitol.
- A debt bill that, in its early form, would have prevented the issuance of most certificates of obligation for infrastructure projects by requiring they be paid from the maintenance and operations side of the property tax rate.
- A bill that would have harmfully expanded the application of calendar “shot clocks” in the building permitting and land development fields.
- A “super preemption” bill that would have prevented many city regulations from applying to any state license holder.
- Legislation requiring paid sick and injury leave for first responders that was duplicative of already existing workers compensation laws.
- A bill that would have prevented cities from regulating backyard agricultural practices.

There were many more harmful bills that ended up on the “cutting room floor”, as it were, or were negotiated by the League and its cities into an acceptable format.

Not all restrictive bills were defeated, however, and all of the ones that passed will be summarized in detail later in this edition of the Update. Included among those that passed are a bill preventing police “defunding” in certain large cities, legislation waiving governmental immunity for development agreements, and a bill limiting the scope of the disaster exception under last session’s revenue cap bill.

On balance, it was a positive session for Texas cities as they emerge from two unprecedented disasters. City leaders had a “seat at the table” on important legislation and constructive communication between city officials and legislators was critical in fighting back some of the most problematic legislation. There will be a special session later in 2021 to address legislative redistricting, in addition to other unfinished business from the regular session, during which any of the harmful ideas mentioned above could be revived. We will be ready.

amounts higher than the customer fees the customer was charged or would have been charged on January 1 of the year that the city was determined to be a defunding local government; and (c) any types of customer fees that the customer was not charged or would not have been charged on January 1 of the year that the city was determined to be a defunding local government;

15. provides that if a municipally-owned utility has not transferred funds to the defunding municipality under Number 14, above, the municipally-owned utility may increase its rates to account for: (a) pass-through charges imposed by a state regulatory body or the Electric Reliability Council of Texas; (b) fuel, hedging, or wholesale power cost increases; or (c) to fulfill debt obligations; and
16. prohibits a municipally-owned utility that increases rates under Number 15, above, from transferring funds to the defunding municipality until the date the criminal justice division of the governor's office issues a written determination finding that the city has reversed the reduction.

(Effective September 1, 2021.)

H.B. 1927 (Schaefer/Schwertner) – **Unlicensed Handgun Carry**: this bill, known as the *Firearms Carry Act of 2021*:

1. leaves the current handgun licensing scheme in place, presumably for purposes of reciprocity with other states and ease of handgun purchases;
2. authorizes most Texans over 21 years of age to carry a handgun in a concealed manner or openly in a holster, without the requirement to obtain a handgun license;
3. modifies language in the Texas Penal Code to make it a crime to carry a handgun only by someone who is younger than 21 years of age or in the previous five years has been convicted of the following state crimes: (a) assault causing bodily injury, including to a spouse; (b) deadly conduct, including discharging a firearm at persons, a habitation, a vehicle or a building; (c) making a terroristic threat; or (d) disorderly conduct by: (i) discharging a firearm in a public place other than a public road or a sport shooting range; or (ii) displaying a firearm or other deadly weapon in a public place in a manner calculated to alarm;
4. prohibits a person who is a member of a criminal street gang or a person convicted of a felony or a family violence offense from possessing a firearm, with some limited exceptions (Note: The federal Gun Control Act makes it unlawful for certain additional categories of persons convicted of serious crimes to ship, transport, receive, or possess firearms or ammunition);
5. mandates that the Texas Department of Public Safety (DPS) develop free-of-charge and post online a course on firearms safety and handling, and that DPS prepare an annual report to the legislature related to handgun carry;
6. provides that a licensed or unlicensed carrier is prohibited from entering certain places listed in Penal Code Section 46.03, including, among many others and most relevant to cities: (a) the premises of a polling place on the day of an election or while early voting is in progress; and (b) the premises of any government court or offices utilized by the court, unless pursuant to written regulations or written authorization of the court (it remains

- unclear whether this prohibition applies to the building or only the rooms housing the court or court offices);
7. provides that a licensed carrier is prohibited from entering the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to the Open Meetings Act, only if: (a) the entity provided notice as required by the Open Meetings Act, and (b) the entity provides notice that carry is prohibited in the meeting (e.g., by posting the existing 30.06 sign [licensed concealed carry prohibition] and/or 30.07 sign [licensed open carry prohibition] at the entrance to the meeting room);
 8. provides that an unlicensed carrier may not enter the room or rooms where an open meeting of a governmental entity is held (Note: the new 46.15(o) sign, described in Number 9, below, allows only a “person” to prohibit unlicensed carry, and a city is not a person under the Penal Code definition);
 9. provides that a person or business, but not a city, may provide notice under Penal Code Section 46.15(o) that firearms and other weapons are prohibited on the premises or other property by posting a sign at each entrance to the premises or other property that: (a) includes language that is identical to or substantially similar to the following: “Pursuant to Section 46.03 Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property”; (b) includes the language described by (a) in both English and Spanish; (c) appears in contrasting colors with block letters at least one inch in height; and (d) is displayed in a conspicuous manner clearly visible to the public;
 10. provides that a person or a business, but not a city, may post a notice similar to that in Number 9, above, but under the authority of Penal Code Section 30.05, to prohibit unlicensed carry on their property;
 11. provides that the signage in Number 9, above, should be posted at each entrance to the property and: (a) include language that is identical to or substantially similar to the following: “Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm”; (b) include the language described by (a) in both English and Spanish; (c) appear in contrasting colors with block letters at least one inch in height; and (d) be displayed in a conspicuous manner clearly visible to the public;
 12. provides that a city may not prohibit a person who is authorized by law to carry a handgun from doing so: (a) in a public park (prior to this bill, a city could prohibit anyone other than a handgun license holder from carrying a firearm in a city park, but after this bill’s passage, a city can’t prohibit anyone who is lawfully carrying a firearm from bringing it into the park); (b) at a public meeting of a city, county, or other governmental body, unless the entity posts proper notice to prohibit that carry is prohibited; (c) at a political rally, parade, or official political meeting; or (d) at a nonfirearms-related school, college, or professional athletic event; and
 13. authorizes a peace officer who is acting in the lawful discharge of the officer’s official duties to temporarily disarm an unlicensed carrier when that person enters a nonpublic, secure portion of a law enforcement facility, if the law enforcement agency provides a gun locker where the peace officer can secure the person’s handgun, and if the peace officer returns the handgun to the person immediately after the person leaves the nonpublic, secure portion of the law enforcement facility.

(Effective September 1, 2021.)



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4524
From: Albert Aldana		
Subject: Discussion and consideration to authorize staff solicit bids for a city-wide project for installation of pavement markings and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: See Attached Memo		
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: Approve.		
Staff Recommendation: Staff Recommends Approval		
Attachments, if any: memo Pavement Markings		
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: July 21, 2021

TO: Mayor Suarez, City Commission,
City Manager Perez

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

SUBJECT: **Pavement Markings Contract
Authorization to seek Bids**

There are several roadways throughout the city that need pavement markings but have not been marked by our in-house personnel because they carry significant traffic and require more personnel and traffic control.

This item seeks your authorization to advertise for bids for a city-wide pavement markings contract to address this need. This item was requested by the city commission at the last meeting held on July 20, 2021.

Staff recommends approval.

Sincerely,

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



Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4537	
From: Albert Aldana			
Subject: Discussion and consideration on acceptance and dedication of Utility Easement(s) to the City of Weslaco from O.E. Investments Inc., Roberto C. and Elvia E Elissetche and E.M. Payne a/k/a Edwin M. Payne out of Farm Tract 719 and Farm Tract 719, Block 176, West Tract Subdivision located on Milanos Road and authorize the 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: Ordinance - First Reading 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	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Utility Easement grantor O.E. Investments Inc, Utility Easement grantor Roberto Elvia Elissetche, Utility Easement grantor E.M. Payne			
Responsibilities upon Approval:			

UTILITY EASEMENT

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, **O. E. Investments, Inc.**, a Texas corporation (the "Grantor" or "Owner") whose address is 4800 N. 23rd St., McAllen, TX 78504, do by these presents Grant and Convey unto the said **CITY OF WESLACO** (the "City"), a twenty-five foot (25') utility easement across the following described lands and premises in the County of Hidalgo, State of Texas, to-wit:.

A tract of land containing 0.38 ac more or less situated in Farm Tract 719, Block 176, out of West Tract Subdivision also being a part of the City of Weslaco, Hidalgo County, Texas, recorded in Volume 23, Page 168 of the Hidalgo County Map and Records. Said 0.38 acre tract of land being more particularly described by metes and bounds description and survey plat hereby attached and marked as **Exhibits "A" and "B"**.

For and in consideration of the grant of this easement, the City agrees to install an 8" sewer stub-out and allow the Grantor to connect their property to city sewer line subject to City's terms & conditions for service.

TO HAVE AND TO HOLD the above described easement unto CITY OF WESLACO, and its assigns, for the uses and purposes set out together with the right of ingress and egress from and over the easement for the purpose to permit the laying, constructing, reconstructing, re-aligning, inspecting, patrolling, operating, altering, servicing, repairing, adding, removing, replacing, relocating and maintaining of utility lines until the use of the easement by Grantee is permanently abandoned, the purposes hereof cease to exist or the easement is not utilized by Grantee by December 31, 2021.

WITNESS my hand, this the _____ day of _____, A.D. 2021.

GRANTOR:

O E Investments, Inc., a Texas corporation

By: _____
Othal E. Brand, Jr., its
President

STATE OF TEXAS

§
§
§

Acknowledgment

COUNTY OF HIDALGO

This instrument was acknowledged before me on this, the _____ day of _____, 2021, by Othal E. Brand, Jr., President of O. E. Investments, Inc., a Texas corporation, on behalf of said corporation.

NOTARY, PUBLIC, STATE OF TEXAS

THE CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Attachments: **Exhibit "A" & Exhibit "B"**

**EXHIBIT A
TRACT 1 – 0.38 ACRES
OUT OF FARM TRACT 719,
WEST TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES**

BEING A 0.38 ACRE TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 0.38 ACRE TRACT BEING OUT OF AND FORMING A PART PORTION OF THE NORTH 655.60 FEET OF THE WEST 30.00 ACRES OF FARM TRACT 719, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.38 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF MILE 6 NORTH ROAD (A.K.A. 18TH STREET) AND MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD);

THENCE S 1°12'22" E ALONG THE WEST LINE OF FARM TRACTS 722 AND 721, SAME BEING ALONG THE CENTERLINE OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD), TO THE NORTHWEST CORNER OF THE SAID TRACT 719, A DISTANCE OF 3960.00 FEET TO A CALCULATED POINT;

THENCE N 88°47'38" E ALONG THE NORTH LINE OF THE SAID FARM TRACT 719, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 20.00 FEET TO A CALCULATED POINT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE N 88°47'38" E ALONG THE NORTH LINE OF THE SAID FARM TRACT 719, A DISTANCE OF 25.00 FEET TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

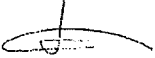
THENCE S 1°12'22" E ACROSS THE SAID FARM TRACT 719, SAME BEING PARALLEL TO AND 25.00 FEET EAST FROM THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 655.60 FEET TO A CALCULATED POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°47'38" W ACROSS THE SAID FARM TRACT 719, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 25.00 FEET TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 1°12'22" W ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 655.60 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID TRACT CONTAINING 0.38 ACRES OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

7/28/2021



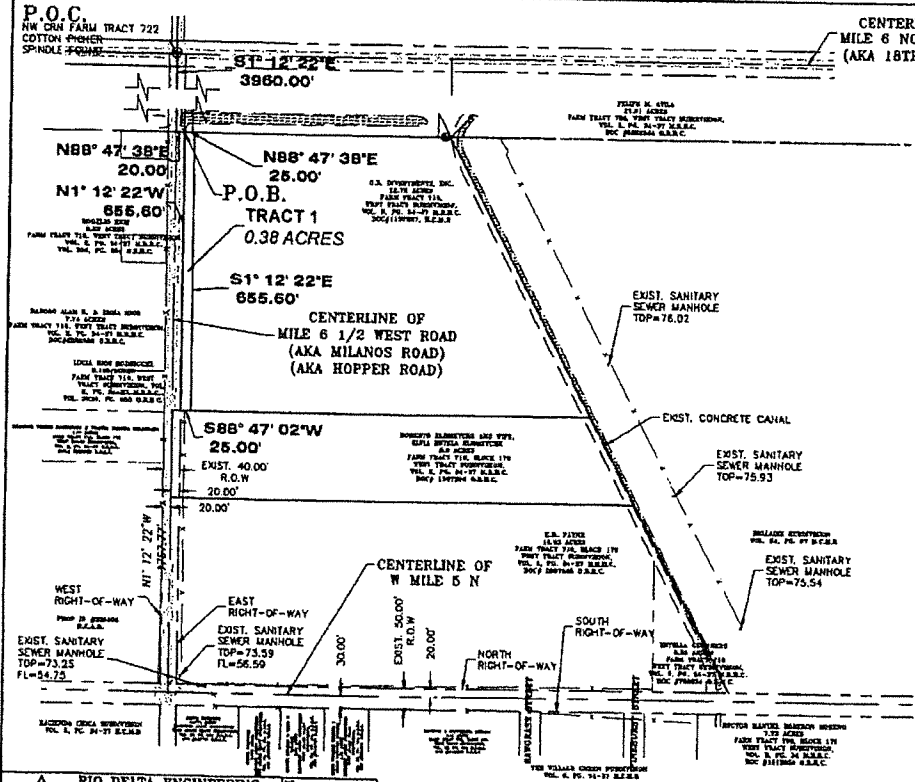
IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539



P.O.C.
NW CORN FARM TRACT 722
COTTON FARMER
SPINDLE FARMER

CENTERLINE OF
MILE 6 NORTH ROAD
(AKA 18TH STREET)

EXHIBIT B
TRACT 1 - 0.38 ACRES
OUT OF FARM TRACT 719,
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES



LEGEND

○	DAPIED 1/4\"/>
---	----------------

SCALE 1\"/>

- SURVEYOR'S NOTES:**
- 1) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - 2) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENTS OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
 - 3) THE PROPERTY SHOWN IS IN ZONE 7B, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0023 B, REVISED JANUARY 2, 1981.
- I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING JULY 2021, UNDER MY DIRECTION AND SUPERVISION, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DECIMAL REQUIREMENTS FOR LAND TITLE SURVEYS".



RIO DELTA ENGINEERING
FIRM REGISTRATION No. 8-PA-8
EXPIRY DATE: 12/31/2022
NO. 8, 1075 AVENUE, DOWNSIDE TEXAS 75839
(TEL) 858-380-6158 (FAX) 858-380-3083

JULY 2021
SUB 19 028
1 OF 1

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 8495

DATE
7/28/2021

UTILITY EASEMENT

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, **Roberto C. Elissetche & Elvia E. Elissetche** (the "Owners" or "Grantors") whose address is P.O. Box 738, Weslaco, Texas 78599-0738, do by these presents Grant and Convey unto the said **CITY OF WESLACO** (the "City" or "Grantee"), a thirty foot (30') utility easement across the following described lands and premises in the County of Hidalgo, State of Texas, to-wit:.

A tract of land containing 0.14 acre more or less situated in Farm Tract 719, West Tract Subdivision also being a part of the City of Weslaco, Hidalgo County, Texas, recorded in Volume 23, Page 168 of the Hidalgo County Map and Records. Said 0.14 acre tract of land being more particularly described by metes and bounds description and survey plat hereby attached and marked as **Exhibits "A" and "B"**.

For and in consideration of the grant of this easement, the City agrees to allow the Grantors to connect their property to city sewer line subject to City's terms & conditions for service.

TO HAVE AND TO HOLD the above described easement unto CITY OF WESLACO, and its assigns, for the uses and purposes set out together with the right of ingress and egress from and over the easement for the purpose to permit the laying, constructing, reconstructing, re-aligning, inspecting, patrolling, operating, altering, servicing, repairing, adding, removing, replacing, relocating and maintaining of utility lines until the use of the easement by Grantee is permanently abandoned, the purposes hereof cease to exist or the easement is not utilized by Grantee by December 31, 2021.

WITNESS my hand, this the _____ day of _____, A.D. 2021.

GRANTORS:

By: _____
Roberto C. Elissetche

By: _____
Elvia E. Elissetche

STATE OF TEXAS

§

Acknowledgment

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on this, the _____ day of _____, 2021, by Roberto C. Elissetche.

NOTARY, PUBLIC, STATE OF TEXAS

STATE OF TEXAS

§

Acknowledgment

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on this, the _____ day of _____, 2021, by Elvia E. Elissetche.

NOTARY, PUBLIC, STATE OF TEXAS

THE CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Attachments: Exhibit "A" & Exhibit "B"

**EXHIBIT A
TRACT 1 – 0.14 ACRES
OUT OF FARM TRACT 719,
WEST TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES**

BEING A 0.14 ACRE TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 0.14 ACRE TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACT 719, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF MILE 6 NORTH ROAD (A.K.A. 18TH STREET) AND MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD);

THENCE S 1°12'22" E ALONG THE WEST LINE OF THE FARM TRACTS 722, 721, AND 719, SAME BEING ALONG THE CENTERLINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD), A DISTANCE OF 4615.60 FEET TO A CALCULATED POINT;

THENCE N 88°47'38" E ACROSS THE SAID FARM TRACT 719, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 20.00 FEET TO A CALCULATED POINT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE N 88°47'38" E ACROSS THE SAID FARM TRACT 719, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 1°12'22" E ACROSS THE SAID FARM TRACT 719, SAME BEING PARALLEL TO AND 30.00 FEET EAST FROM THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 205.70 FEET TO A CALCULATED POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°47'38" W ACROSS THE SAID FARM TRACT 719, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 30.00 FEET TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 1°12'22" W ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 205.70 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID TRACT CONTAINING 0.14 ACRES OF LAND, MORE OR LESS.

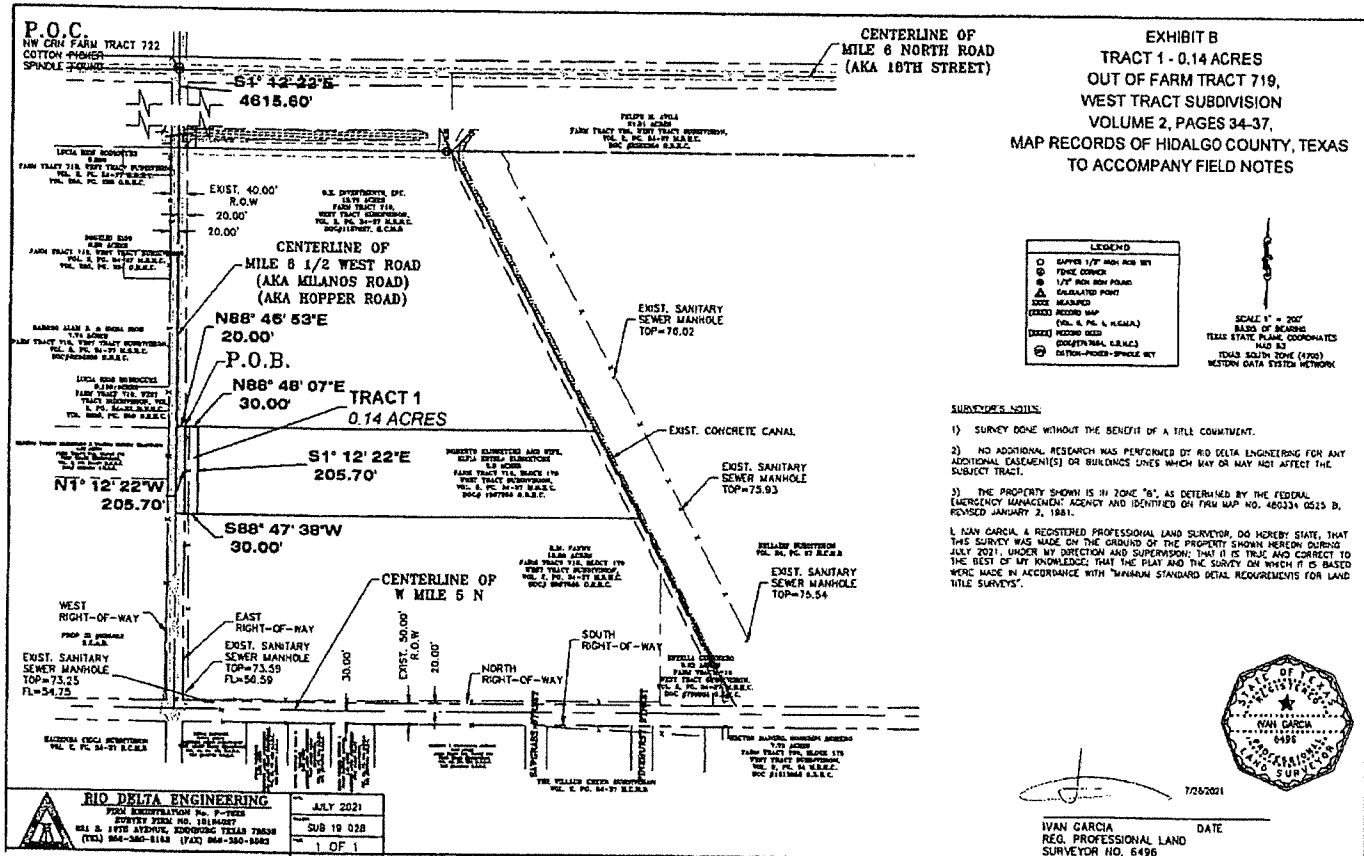
I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

7/28/2021

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

DATE





LEGEND	
○	CURBS 1/2" HIGH FOR SET
●	TRUCK CORNER
○	1/2" HIGH CON. P.O.B.
△	UNCALCULATED POINT
□	EXIST. ROADWAY
□	EXIST. RECORD MAP
□	EXIST. RECORD MAP (VOL. 6, PG. 4, N.E.M.A.)
□	EXIST. RECORD MAP (VOL. 6, PG. 4, N.E.M.A.)
□	EXIST. RECORD MAP (VOL. 6, PG. 4, N.E.M.A.)

- SUBJECT'S NOTES:**
- 1) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - 2) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADJACENT EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
 - 3) THE PROPERTY SHOWN IS IN ZONE "B", AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FEMA MAP NO. 48533A 0525 B, REVISED JANUARY 2, 1981.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING JULY 2021, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".



IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE
7/25/2021

RIO DELTA ENGINEERING
P.O. BOX 1000, FORT WORTH, TEXAS 76101
TEL. 817-735-1111 FAX 817-735-1112
(TX) REG-280-1118 (TX) REG-380-1002

JULY 2021
SUB 19 028
1 OF 1

UTILITY EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, **E.M. Payne, A/K/A Edwin M. Payne** (the "Owner" or "Grantor") whose address is 2401 E. Expressway 83, Weslaco, Texas 78599-5512, do by these presents Grant and Convey unto the said **CITY OF WESLACO** (the "City" or "Grantee"), a twenty-five foot (25') utility easement across the following described lands and premises in the County of Hidalgo, State of Texas, to-wit:.

A tract of land containing 0.25 acre more or less situated in Farm Tract 719, West Tract Subdivision also being a part of the City of Weslaco, Hidalgo County, Texas, recorded in Volume 23, Page 168 of the Hidalgo County Map and Records.. Said 0.25 acre tract of land being more particularly described by metes and bounds description and survey plat hereby attached and marked as **Exhibits "A" and "B"**.

For and in consideration of the grant of this easement, the City agrees to install an 8" sewer stub-out and allow the Grantor to connect their property to city sewer line subject to City's terms & conditions for service.

TO HAVE AND TO HOLD the above described easement unto CITY OF WESLACO, and its assigns, for the uses and purposes set out together with the right of ingress and egress from and over the easement for the purpose to permit the laying, constructing, reconstructing, re-aligning, inspecting, patrolling, operating, altering, servicing, repairing, adding, removing, replacing, relocating and maintaining of utility lines until the use of the easement by Grantee is permanently abandoned, the purposes hereof cease to exist or the easement is not utilized by Grantee by December 31, 2021.

WITNESS my hand, this the _____ day of _____, A.D. 2021.

GRANTOR:

By: _____
E.M. Payne, A/K/A Edwin
M. Payne

STATE OF TEXAS

§
§
§

Acknowledgment

COUNTY OF HIDALGO

This instrument was acknowledged before me on this, the _____ day of _____, 2021, by E.M. Payne A/K/A Edwin M. Payne.

NOTARY, PUBLIC, STATE OF TEXAS

THE CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Attachments: **Exhibit "A" & Exhibit "B"**

**EXHIBIT A
TRACT 1 – 0.25 ACRES
OUT OF FARM TRACTS 719,
WEST TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES**

BEING A 0.25 ACRE TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 0.25 ACRE TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 719, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.25 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF MILE 6 NORTH ROAD (A.K.A. 18TH STREET) AND MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD);

THENCE S 1°12'22" E ALONG THE WEST LINE OF THE FARM TRACTS 722, 721, AND 719, SAME BEING ALONG THE CENTERLINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD), A DISTANCE OF 4821.30 FEET TO A CALCULATED POINT;

THENCE N 88°47'38" E ACROSS THE SAID FARM TRACT 719, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 20.00 FEET TO A CALCULATED POINT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

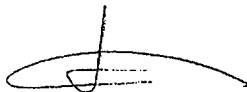
THENCE N 88°47'38" E ACROSS THE SAID FARM TRACT 719, A DISTANCE OF 25.00 FEET TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 1°12'22" E ACROSS THE SAID FARM TRACT 719, SAME BEING PARALLEL TO AND 30.00 FEET EAST FROM THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 438.70 FEET TO A CALCULATED POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°47'38" W ACROSS THE SAID FARM TRACT 719, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 25.00 FEET TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 1°12'22" W ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD (A.K.A. HOPPER ROAD, A 40.00 WIDE ROAD RIGHT-OF-WAY), A DISTANCE OF 438.70 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID TRACT CONTAINING 0.25 ACRES OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



7/28/2021

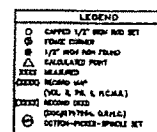
IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539



P.O.C.
NW CRN FARM TRACT 722
COTTON ~~POMER~~
SPINDLE ~~FOUND~~

CENTERLINE OF
MILE 6 NORTH ROAD
(AKA 18TH STREET)

EXHIBIT B
TRACT 1 - 0.25 ACRES
OUT OF FARM TRACT 719,
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES



SCALE 1" = 200'
BASE OF BEARING
TEXAS STATE PLANE COORDINATE
NAD 83
TEXAS SOUTH ZONE (4201)
SOUTHERN DATA SYSTEM METHOD

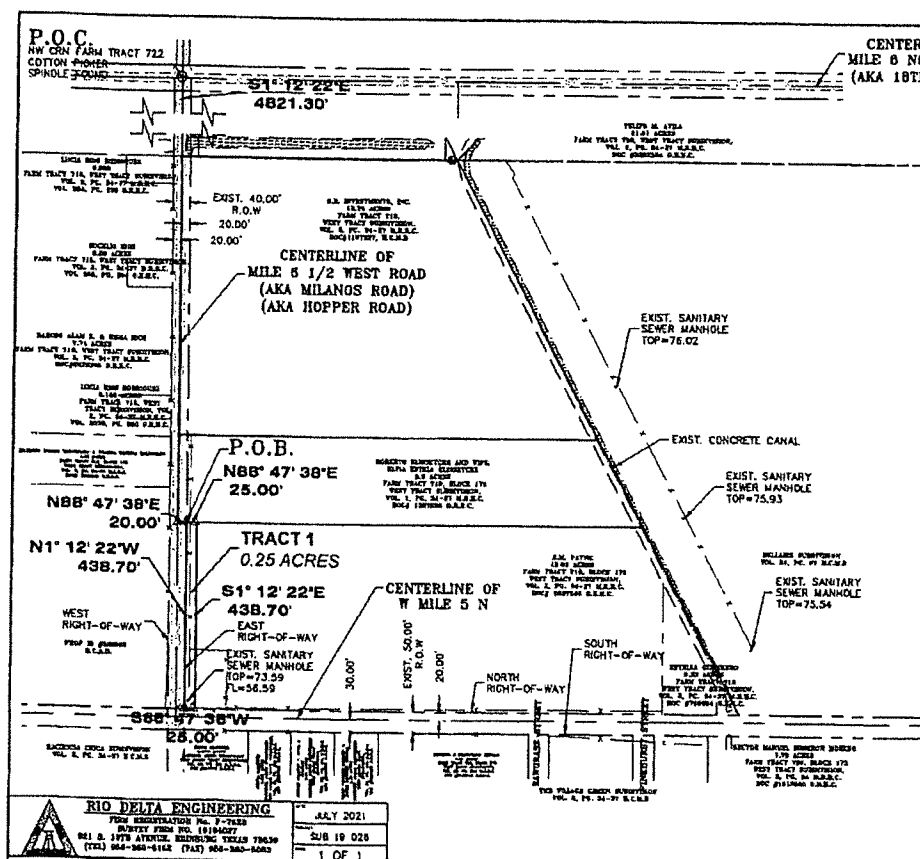
SUBJECTS NOTES:

- 1) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- 2) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL CASE(S) OR FINDINGS LINE WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
- 3) THE PROPERTY SHOWN IS IN ZONE "B", AS DETERMINED BY THE FEDERAL HIGHWAY MANAGEMENT AGENCY AND IDENTIFIED ON FORM NO. 400334 0525 B, REVISED 12/29, 1981.
- NAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE BY HER, OR UNDER HER SUPERVISION, HEREIN DURING THE YEAR 2021, UNDER MY DIRECTION AND SUPERVISION, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE PLAN AND THE SURVEY ON WHICH IT IS BASED, WAS MADE IN ACCORDANCE WITH MINIMUM STANDARD DETAILS REQUIREMENTS FOR LAND TITLE SURVEYS.



708302

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496





Standardized Agenda Request Form

Date of Meeting: August 3, 2021		Agenda Item No. (to be assigned by CSO): 2021-4539	
From:			
Subject: Discussion and consideration on proposed budget for the American Rescue Plan Act of 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: America Rescue Plan Act of 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

America Rescue Plan

Estimated money from U.S. Government \$5,157,540

Expense:

Reimbursement G.F. for loses	\$700,000
Rolling Stock for Drainage	\$775,000
W/S CIP/Collection Distribution	\$1,200,000
36" Pumps	\$150,000
Two trailers with barricades (traffic control)	\$20,000
W/S Water Plant/Sewer Plants	\$1,165,000
\$1000 for each Police/Fire employees	\$150,000
Water Department Backhoe	\$107,000
Loss of Revenues for W/S	\$460,000
Parks WIFI	\$41,000
Design of Lift Station #12	\$180,000
Program to have people get COVID Shots	<u>\$20,000</u>
	\$4,925,000
Remaining	\$189,540

SIEMENS

Ingenuity for life



City of Weslaco, Texas Year 02 M&V Report

EPS Performance Assurance

Mark Castañeda



Scope of Work Overview



Performance Assurance Overview



Guaranteed Energy Savings



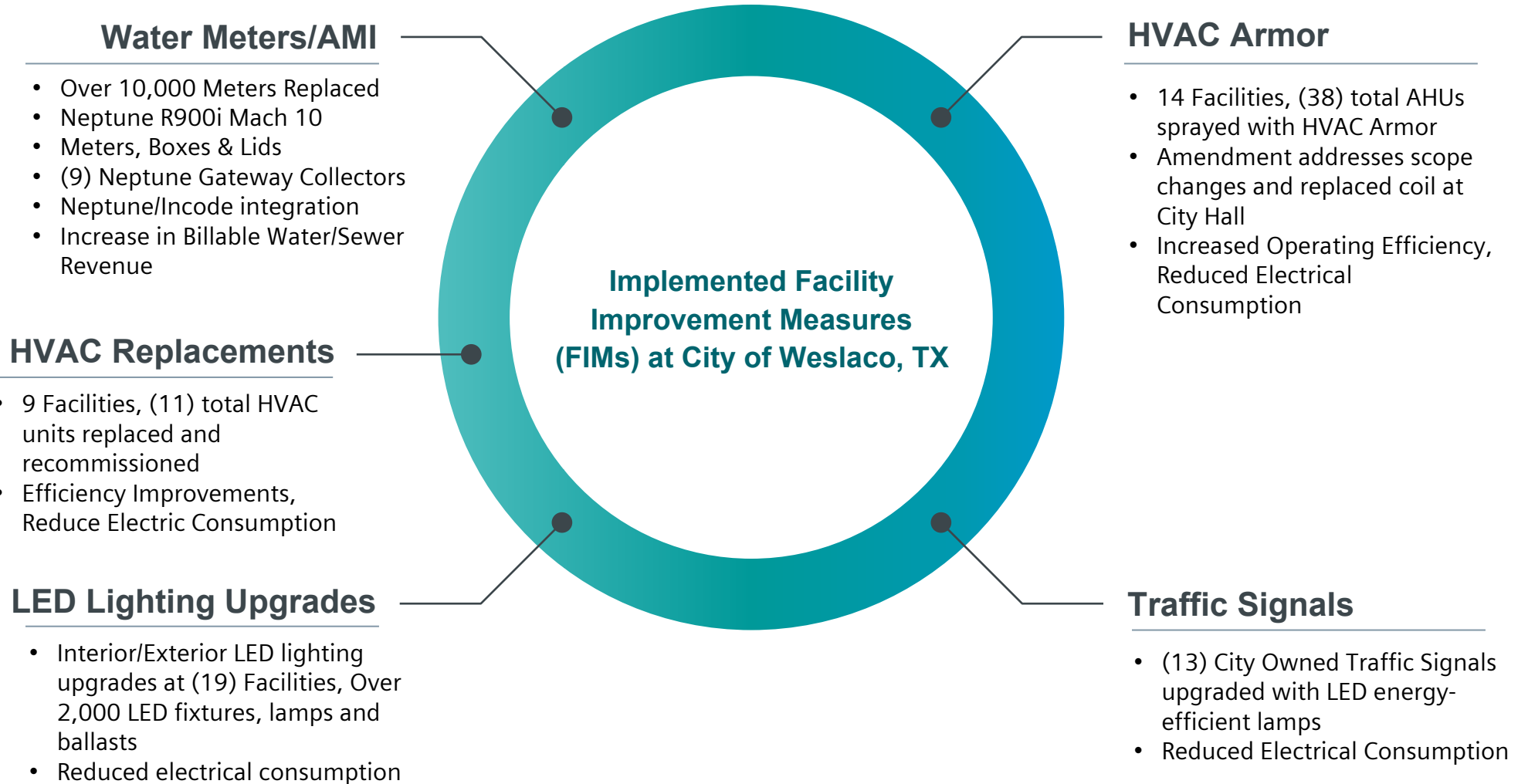
Performance Assurance Results



Construction Savings



Site Inspection Results





Contract Date: Signed 12/1/2017

Construction Period: 12/1/2017 to 01/13/2019, Final Completion Signed 01/09/2019

Performance Assurance Starts: 02/01/2019

Year 02 Performance Period: 02/01/2020 to 01/31/2021

Year 02 Report Submitted: April 2021

As part of the Performance Assurance Services Program, Siemens includes:

- Reconciliation of the Measured & Verified Savings (Annually)
- Comparison of M&V savings to Guaranteed Savings (Performance Assurance Report)
- Site Inspection of FIM equipment
- Annual Water Meter Testing (2" and smaller population)



Guaranteed Savings

HVAC Replacements

- \$5,248 Year 2 Guarantee Savings
- \$3,961 M&V, \$1,288 Operational Savings

HVAC Armor

- \$7,115 Year 2 Guarantee Savings
- \$6,214 M&V, \$901 Operational Savings

Traffic Signals – Option A

- \$14,786 Year 2 Guarantee Savings
- \$13,859 M&V, \$927 Operational Savings

Lighting (Interior/Exterior) – Option A

- \$55,909 Year 2 Guarantee Savings
- \$49,338 M&V, \$6,571 Operational Savings

Water Meters/AMI – Option A

- \$930,641 Year 2 Guarantee Savings
- Based on Accuracy Improvements – 98.5%
- Increase in Billable Water/Sewer Revenue





All FIMs are Option A: One Time Pre & Post-Retrofit Measurements

Water Meter/AMI	LED Lighting	Traffic Signals	HVAC Armor	HVAC Replacements
KPI: Meter Accuracy	KPI: kW Power Capacity (instantaneous)	KPI: Electric Demand from lamps	KPI: Change in Efficiency (COP%)	KPI: SEER (Efficiency Rating)
Random Sampling	Pre/Post Measurements	Pre/Post Measurements	Pre/Post Measurements	Pre-SEER: 10-12
(11) meters total	80%/20% sampling plan, not exceed 10% population	Mfg. Specified kW Demand, Stipulated hours	Condenser Unit temperature, pressure, enthalpy	Post-SEER: 13
2" and smaller	Measured watts were less than expected		Pre-COP: 5.81, 8.06	Mfg. Specifications
Tested to AWWA			Post-COP: 8.15, 8.7	
99.7% tested accuracy				



Table 15: Option A Savings for Annual Period 2

Facility Improvement Measure	Measured Usage Increase (Gal)	Electric Energy Savings (kWh)	Realized Savings	Guaranteed Savings	Savings Variance
Water Meters and AMI	3,800,765	0	\$986,479	\$930,641	\$55,838
HVAC Armor	0	80,377	\$6,888	\$6,214	\$674
HVAC Replacements	0	54,374	\$4,660	\$3,961	\$699
Lighting	0	691,666	\$59,276	\$49,338	\$9,938
Traffic Signals	0	152,760	\$14,589	\$13,859	\$730
Total	3,800,765	979,177	\$1,071,892	\$1,004,012	\$67,879

Table 1: Cost Savings by Annual Period

Performance Period	Measured & Verified Savings	Operational Savings	Annual Realized Savings	Guaranteed Annual Savings	Savings Excess / (Shortfall)
Construction	\$5,485	\$0	\$5,485	\$0	\$5,485
1	\$1,059,483	\$9,405	\$1,068,888	\$982,396	\$86,492
2	\$1,071,892	\$9,687	\$1,081,579	\$1,013,700	\$67,879
Total	\$2,136,860	\$19,092	\$2,155,952	\$1,996,096	\$159,856

Table 2: Energy Savings for Annual Period 2

Savings Type	Billable Usage Increase (Gal)	Electric Energy Savings (kWh)
Realized Savings	3,800,765	979,177
Guaranteed Savings	3,585,627	839,551
Savings Variance	215,138	139,627

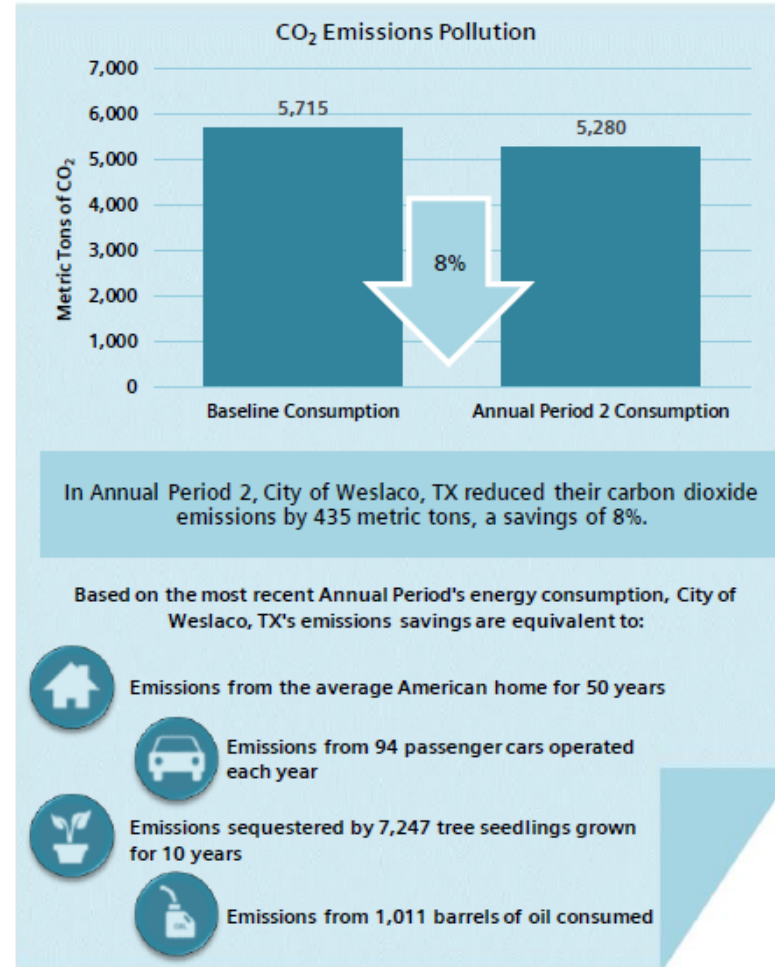


Figure 1: Greenhouse Gas Emissions Reduction for Annual Period 2



Facility Improvement Measure	Option Type	Inspection Note
Water Meters & AMI (Automatic Metering Infrastructure) System	A	Inspect sample of water meters in operation (randomly selected) and spot check of AMI collector equipment
HVAC Armor	A	Inspect sample of HVAC equipment that received HVAC Armor coating
HVAC Replacement	A	Inspect sample of HVAC replacements
Lighting	A	Inspect sample of LED Lighting upgrades for proper installation and operation
Traffic Signals	A	Inspect sample of upgraded Traffic Signals for proper installation and operation

Inspection Findings:

- Water Meters – Random spot check of meters, most meter locations were in good condition however there were some meter lids discovered to be dislodged and others covered by grass/leaves. Attempted to meet with Mr. Roman to discuss water meter performance, followed up with virtual discussion.
- HVAC Armor – No issues discovered in Year 2
- HVAC Replacement – all units inspected were functional, no issues to report for Year 2
- Lighting – There were (2) burned out lamps at the Public Library that require attention. City has implemented lamp sleeves as an alternative, since the plastic covers are no longer available from the manufacturer.
- Traffic Signals – Random spot check sampling of traffic signals. No issues discovered or reported.



Comments
/Feedback?

Questions?



SIEMENS
Ingenuity for life

City of Weslaco, TX

Annual Performance Assurance Report

Annual Period 2: February 1, 2020 – January 31, 2021

Submitted: April 2021

Performance Contracting Agreement

Performance Assurance Overview

Client:	City of Weslaco, TX 255 S. Kansas Weslaco, TX 78596
Client Contact:	Mike Perez, City Manager Phone: (956)-973-2437 Email: mrperez@weslacotx.gov
Contract Date:	December 1, 2017 <i>Amendment 1: September 15, 2020</i>
Construction Period:	December 1, 2017 – January 31, 2019
Performance Guarantee Period:	February 1, 2019 – January 31, 2034
Performance Guarantee Term:	15 Years
Current Annual Period:	February 1, 2020 – January 31, 2021
Siemens Contact:	Mark Castañeda, EPS Client Service Manager Phone: (972)206-7530 Email: mark.castaneda@siemens.com Joe Cheng, Performance Assurance Engineer Phone: (210) 307-9486 Email: joe_cheng@siemens.com Keith Chase, Sales Manager Phone: (281) 640-4553 Email: keith.chase@siemens.com

TABLE OF CONTENTS

1. Executive Summary 6

2. Greenhouse Gas Emissions Reduction 7

3. Performance Assurance Overview 8

 3.1. Measurement & Verification Methods 8

 3.2. Guaranteed Savings 9

 3.3. Baseline Data 11

 3.4. Contracted Baseline (Post-Retrofit) Data 13

 3.5. Utility Rate Structures & Escalation Rates 14

4. Performance Assurance Results 20

 4.1. Summary of Realized & Guaranteed Savings 20

 4.2. Option A Energy Savings 21

 4.2.1. Water Meter and AMI 21

 4.2.2. HVAC Armor 30

 4.2.3. HVAC Replacements 32

 4.2.4. Lighting 33

 4.2.5. Traffic Signals 37

 4.3. Operational Savings 38

5. Site Inspection Report 39

INDEX OF TABLES AND FIGURES

Table 1: Cost Savings by Annual Period	6
Table 2: Energy Savings for Annual Period 2.....	6
Table 3: Guaranteed Savings (Units)	9
Table 4: Guaranteed Savings (Cost)	10
Table 5: Guaranteed Cost Savings by FIM & Option Type for Annual Period 1	11
Table 6: Source of Operational Savings	11
Table 7: Baseline Consumption – Water Meters.....	12
Table 8: Baseline Meter Accuracy	12
Table 9: Baseline Electric Energy Utility Consumption	12
Table 10: Baseline for HVAC Replacements	13
Table 11: Contracted Baseline (Post-Retrofit) Guaranteed Meter Accuracy	14
Table 12: Contract Annual Period 2 Utility Rates	14
Table 13: Contract Water Rates Over Contract Term	15
Table 14: Annual Period 2 Savings Variance by FIM	21
Table 15: Option A Savings for Annual Period 2.....	21
Table 16: Original Contracted Water Meter Quantities and Types	22
Table 17: Water Meter and AMI Savings for Annual Period 2	23
Table 18: Water Meter Test List and Annual Period 2 Test Results	24
Table 19: Annual Period 2 and Baseline Year Average Accuracy.....	24
Table 20: Billable Water Usage and Revenue Calculations	25
Table 21: Original Contracted HVAC Armor Locations	30
Table 22: COP Efficiency Measurements for HVAC Armor.....	31
Table 23: HVAC Armor Savings for Annual Period 2	31
Table 24: HVAC Replacements Equipment List.....	32
Table 25: HVAC Replacement Savings for Annual Period 2	32
Table 26: Lighting Location Proposed	33
Table 27: Lighting Improvements Fixture Quantity	34
Table 28: Lighting Savings for Annual Period 2.....	34
Table 29: Pre-Retrofit Lighting Measurement Comparison.....	36
Table 30: Post-Retrofit Lighting Measurement Comparison	36
Table 31: Lighting Fixture Types for Traffic Signals	37
Table 32: Traffic Signals Savings for Annual Period 2	37
Table 33: Operational Savings for Annual Period 2	38
 Figure 1: Greenhouse Gas Emissions Reduction for Annual Period 2	 7
Figure 2: Annual Period 2 Cost Savings by Location	20
Figure 3: Typical Neptune Mach 10 (meter was covered by dirt and leaves).....	40
Figure 4: Inspected Meter Lid (lid was damaged around the antenna bracket)	40

Figure 5: Typical 5/8" Neptune Mach 10 meter (Meter was covered by dirt)	41
Figure 6: Meter Lid inspected was dislodge upon arrive, antenna was not flush with ground (Corrected after inspection)	41
Figure 7: Meter Lid inspected, was properly in-place.....	42
Figure 8: Meter lid was in good condition	42
Figure 9: Typical 1" Neptune Mach 10 meter (was covered by dirt).....	43
Figure 10: Typical 5/8" Neptune Mach 10 (Meter was covered by leaves, Meter Lid was partially open)	44
Figure 11: Damaged Meter Lid (possibly impact around meter antenna)	44
Figure 12: Typical 5/8" Neptune Mach 10 (Meter was covered by dirt).....	45
Figure 13: Typcial 5/8" Neptune Mach 10.....	45
Figure 14: Broken Meter Lid	46
Figure 15: Typical 5/8" Neptune Mach 10 Water Meter (meter was covered by dirt and leaves) Meter associated with Broken Lid in Figure 12	47
Figure 16: AMI Collector atop Water Tower	48
Figure 17: Roof Top Unit Coils sprayed with HVAC Armor.....	49
Figure 18: Another angle of Roof Top Unit sprayed with HVAC Armor	50
Figure 19: HVAC Armor tag on Roof Top Unit at City Hall	50
Figure 20: HVAC Armor tag on City Hall units	51
Figure 21: HVAC Armor coating on RTU coils.....	52
Figure 22: Additional HVAC Armor tag on City Hall RTU	53
Figure 23: HVAC Armor tag on City Hall RTU	54
Figure 24: Replaced Split-System at Weslaco Tower Theatre (Outdoor).....	55
Figure 25: Replaced Split-System at Weslaco Tower Theatre (Indoor)	56
Figure 26: Replaced Roof Top Unit at City Hall.....	56
Figure 27: Replaced Split-System at PFA Building (Outdoor).....	57
Figure 28: 2x2 LED Light Fixture at Public Library	58
Figure 29: Accent LED Lighting at Public Library	58
Figure 30: 2x2 LED Lighting Fixture	59
Figure 31: Screw-In LED Lamp at Public Library	60
Figure 32: 2x4 LED Light Fixture at Public Library	61
Figure 33: 2x4 LED Light Fixture at Public Library with Plastic Protective Sleeve	61
Figure 34: Public Library LED Fixtures with burned out lamps (Elevator Area).....	62
Figure 35: Additional image burned out LED lamps	62
Figure 36: Image from Year 1 shows in-operable Screw-in LED lamp	63
Figure 37: Same fixtures were inspected at Public Library and all fixtures were operable. Relevant to Figure 34	63
Figure 38: Public Library LED fixtures with Plastic Protective Sleeves.....	64
Figure 39: LED Traffic Signal	64
Figure 40: LED Traffic Signal	65

1. Executive Summary

Siemens Industry Inc. (Siemens) is pleased to provide the City of Weslaco, TX (Weslaco) with this Annual Period 2 Performance Assurance Report. This report details the energy performance of the project implemented by comparing Annual Realized Savings to the Guaranteed Annual Savings for the current Annual Period. The Performance Contracting Agreement (Contract) guaranteed **\$1,013,700** in Savings for Annual Period 2. Annual Realized Savings for Annual Period 2 amounted to **\$1,081,579**, which included **\$1,071,892** in Measured & Verified Savings and **\$9,687** in Operational Savings. The total Annual Realized Savings for Annual Period 2 exceeded the Guaranteed Annual Savings by **\$67,879**, or 7%. Accumulated Realized Savings to date are shown for informational purposes only, and total **\$2,155,952**, which exceeds the Guaranteed Accumulated Savings to date of **\$1,996,096** by **\$159,856**, or 8% (Table 1).

Table 1: Cost Savings by Annual Period

Performance Period	Measured & Verified Savings	Operational Savings	Annual Realized Savings	Guaranteed Annual Savings	Savings Excess / (Shortfall)
Construction	\$5,485	\$0	\$5,485	\$0	\$5,485
1	\$1,059,483	\$9,405	\$1,068,888	\$982,396	\$86,492
2	\$1,071,892	\$9,687	\$1,081,579	\$1,013,700	\$67,879
Total	\$2,136,860	\$19,092	\$2,155,952	\$1,996,096	\$159,856

Annual Realized Savings in energy units achieved in Annual Period 2 include reductions in electric energy and an increase in Measured Billable Usage. (Table 2).

Table 2: Energy Savings for Annual Period 2

Savings Type	Billable Usage Increase (Gal)	Electric Energy Savings (kWh)
Realized Savings	3,800,765	979,177
Guaranteed Savings	3,585,627	839,551
Savings Variance	215,138	139,627

A list of the Facility Improvement Measures (FIMs) implemented as part of this project is presented below:

- Water Meters/AMI
- HVAC Armor
- HVAC Replacement
- Lighting
- Traffic Signals

2. Greenhouse Gas Emissions Reduction

Weslaco's reduction of energy consumption also benefitted the environment by decreasing the amount of carbon dioxide (CO₂) and greenhouse gas emissions released into the atmosphere. Weslaco reduced its annual emissions by **435 metric tons of CO₂e** during the current Annual Period. This calculation estimates the project's carbon footprint reduction based on realized electric energy savings.

As shown in **Figure 1**, Siemens has converted the savings information into relevant comparisons, including the emissions created from the average American home over 50 years, the number of cars taken off the road each year (94), the number of tree seedlings grown for 10 years (7,247), or the number of barrels of oil consumed per year (1,011). These results can be used to communicate the reduction accomplishments, develop a greenhouse gas reduction strategy, or support a range of initiatives to reduce the overall environmental impact.

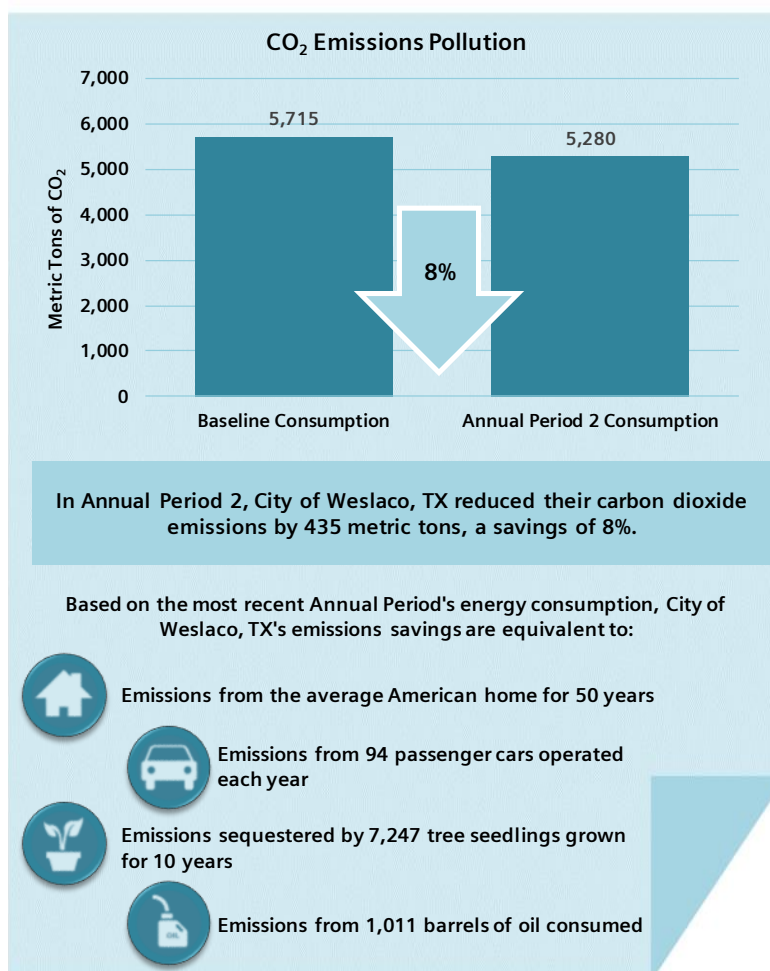


Figure 1: Greenhouse Gas Emissions Reduction for Annual Period 2

3. Performance Assurance Overview

3.1. Measurement & Verification Methods

There are five measurement and verification (“M&V”) options to measure and verify energy/utility Savings:

- Option A – Retrofit Isolation: Key Parameter Measurement
- Option B – Retrofit Isolation: All Parameter Measurement
- Option C – Whole Facility
- Option D – Calibrated Simulation
- Option E – Stipulated-Energy/Utility Savings

All options are established using the IPMVP concepts. The individual options are described in further detail below. Note that per the Performance Assurance Contract, only option A is used in the calculation of energy savings for this project.

Option A: Retrofit Isolation (Key Parameter Measurement) - Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the Facility Improvement Measures (FIMs) affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer’s specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option B: Retrofit Isolation (All Parameter Measurement) - Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option C: Whole Facility - Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility’s energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option D: Calibrated Simulation - Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option E: Stipulated - Savings are established through mutual agreement of the CLIENT and SIEMENS. This option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance and used in a calculation or analysis method that will stipulate the outcome. Both Weslaco and Siemens agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of Contract Exhibit C.

3.2. Guaranteed Savings

The following section reiterates the amended contract Guaranteed Annual Savings for the FIMs installed at Weslaco, as found in Articles 1 and 2 of Contract Exhibit C – Performance Assurance. The Guaranteed Annual Savings reflect Amendment 1, dated September 15, 2020. Guaranteed energy savings remain constant throughout the Performance Guarantee Period ([Table 3](#)).

Table 3: Guaranteed Savings (Units)

Performance Period	Expected Usage Increase (Gal)	Electric Energy Savings (kWh/yr)
1	3,466,106	839,550
2	3,585,627	839,550
3	3,705,148	839,550
4	3,824,669	839,550
5	3,944,190	839,550
6	4,063,711	839,550
7	4,183,232	839,550
8	4,302,753	839,550
9	4,422,274	839,550
10	4,541,794	839,550
11	4,661,315	839,550

Performance Period	Expected Usage Increase (Gal)	Electric Energy Savings (kWh/yr)
12	4,780,836	839,550
13	4,900,357	839,550
14	5,019,878	839,550
15	5,139,399	839,550

The guaranteed cost Savings for each Annual Period (Table 4) are extrapolated from the guaranteed energy Savings by multiplying the energy unit Savings by the Baseline utility rates including the stipulated Escalation Rates.

Table 4: Guaranteed Savings (Cost)

Performance Period	Expected Revenue Increase	Energy/Utility Savings	Operational Savings	Total Savings
1	\$899,619	\$73,372	\$9,405	\$982,396
2	\$930,641	\$73,372	\$9,687	\$1,013,700
3	\$961,662	\$73,372	\$9,978	\$1,045,012
4	\$992,683	\$73,372	\$10,277	\$1,076,332
5	\$1,023,705	\$73,372	\$10,585	\$1,107,662
6	\$1,054,726	\$75,573	\$10,903	\$1,141,202
7	\$1,085,747	\$77,840	\$11,230	\$1,174,818
8	\$1,284,752	\$80,176	\$11,567	\$1,376,495
9	\$1,320,440	\$82,581	\$11,914	\$1,414,935
10	\$1,356,128	\$85,058	\$12,271	\$1,453,457
11	\$1,391,815	\$87,610	\$12,640	\$1,492,065
12	\$1,427,503	\$90,238	\$13,019	\$1,530,760
13	\$1,463,190	\$92,945	\$13,409	\$1,569,545
14	\$1,498,878	\$95,734	\$13,812	\$1,608,423
15	\$1,534,565	\$98,606	\$14,226	\$1,647,397
Total	\$18,226,054	\$1,233,221	\$174,923	\$19,634,198

The Performance Guarantee does not operate to guarantee savings per-FIM. Rather, the calculation of savings is based on aggregate performance of all the FIMs contained in the project (Table 5).

Table 5: Guaranteed Cost Savings by FIM & Option Type for Annual Period 1

Facility Improvement Measure	Option A Savings	Operational Savings	Total Savings
Water Meters and AMI	\$899,619	\$0	\$899,619
HVAC Armor	\$6,214	\$875	\$7,089
HVAC Replacements	\$3,961	\$1,250	\$5,211
Lighting	\$49,338	\$6,380	\$55,718
Traffic Signals	\$13,859	\$900	\$14,759
Total	\$972,991	\$9,405	\$982,396

Weslaco and Siemens affirmed that the Operational Savings are Stipulated Savings for the purposes of calculating Annual Realized Savings. Operational Savings are not measured or monitored during the Performance Guarantee Period (**Table 6**). The contractual Escalation Factor applied to Operational Savings is 3%.

Table 6: Source of Operational Savings

FIM	Description	First Annual Period Savings	Operational Savings Persistence (Years)	Annual Period Savings Begin
HVAC Armor	O&M Savings based on extended life of existing equipment and fewer maintenance service calls.	\$875	15	1
HVAC Replacements	O&M Savings based on new equipment so City will not need to pay for parts or repairs that are covered under warranty.	\$1,250	15	1
Lighting	O&M Savings based on new lights so City will need to pay for material or replacements that are covered under warranty.	\$6,380	15	1
Traffic Signals	O&M Savings based on new lights so City will need to pay for material or replacements that are covered under warranty.	\$900	15	1

3.3. Baseline Data

The Baseline Period is the period of time for which data was provided to Siemens to derive baseline measurements. The Baseline Period was established between January 2016 and December 2016. **Table 7** outlines the annual water consumption during the Baseline Period as found in Article 5 of Contract Exhibit C – Performance Assurance.

Table 7: Baseline Consumption – Water Meters

Meter Size	Annual Baseline Volume (100x Gals)
5/8"	3,863,295
1"	934,478
1.5"	404,996
2"	3,341,536
Total	8,544,305

The Baseline Meter Accuracy over the project term is shown in [Table 8](#).

Table 8: Baseline Meter Accuracy

Contract Year	Meter Sizes 5/8", 1", 1.5", 2"
1	84.00%
2	83.50%
3	83.00%
4	82.50%
5	82.00%
6	81.50%
7	81.00%
8	80.50%
9	80.00%
10	79.50%
11	79.00%
12	78.50%
13	78.00%
14	77.50%
15	77.00%

The Baseline electric utility consumption is shown in [Table 9](#), while [Table 10](#) contains information about the baseline equipment.

Table 9: Baseline Electric Energy Utility Consumption

Month	Electric Energy Consumption (kWh)
January	933,178
February	1,024,226
March	997,831
April	1,001,337
May	1,109,974
June	1,145,086
July	1,145,735
August	1,156,177
September	1,044,398

Month	Electric Energy Consumption (kWh)
October	1,052,621
November	1,117,187
December	1,141,407
Total	12,869,127

Table 10: Baseline for HVAC Replacements

Facility Name	Manuf.	Model #	Serial #	Size (Tons)	Efficiency
Public Works	Trane	2TTB3018A1000AA	7374LAC5F	2.5	10
Fire Station #3	Carrier	38BRC048540	1500E03324	4	10
City Hall	Trane	2TTB2036A1000AA	43454U73F	3	12
Parks Office	Rheem	RAKA-042CAZ	5462FF049907081	3	10
Weslaco Service Center	Rheem	RAWD-090CAZ	7002F180405605	7.5	11
Tower Theater	Rheem	RAKB-048JAZ	6954 M2605 15561	4	10
Fire Marshal Office	(missing)	(missing)	(missing)	7.5	10
Fire Marshal Office	Rheem	RAKA-030JAZ	6908F420305298	2.5	10
Fire Marshal Office	Goodman	CK60-1C	9808500196	5	10
Office Building @ Tower Theater	Ruud	UAKA-042JAZ	5461F180216930	3.5	10
Fire Administration Building	Trane	(missing)	(missing)	7.5	10

3.4. Contracted Baseline (Post-Retrofit) Data

The Contracted Baseline is the post-retrofit facility operating profile based on parameters described in Article 7 of Contract Exhibit C – Performance Assurance, and amended through Amendment 1, which Weslaco is responsible for maintaining throughout the Performance Guarantee Period. These parameters are relied upon by Siemens for the calculation of Guaranteed Annual Savings. **Table 11** shows the contracted post-retrofit (post-retrofit) operating parameters that were implemented under the Contract. As established in Article 3 of Contract Exhibit C – Performance Assurance, Weslaco must provide Siemens with:

- Accurate facility operating information within thirty days of any Material Change that may increase or decrease energy usage.
- An electronic database in Microsoft Excel of 'csv' format of all water meters installed in the system, along with access, notification, and scheduling of test meter replacements.
- An electronic report of 'zero read' meters on a monthly basis.

Table 11: Contracted Baseline (Post-Retrofit) Guaranteed Meter Accuracy

Guarantee Period Year	Guaranteed Meter Accuracy
1	98.5%
2	98.5%
3	98.5%
4	98.5%
5	98.5%
6	98.5%
7	98.5%
8	98.5%
9	98.5%
10	98.5%
11	98.5%
12	98.5%
13	98.5%
14	98.5%
15	98.5%

HVAC occupancy hours and temperature setpoints are assumed to remain constant pre- and post-retrofit based on existing schedules currently in place across City owned facilities. Additionally, lighting operating hours follow criteria detailed in Appendix 7 of the Performance Contracting Agreement.

3.5. Utility Rate Structures & Escalation Rates

Weslaco and Siemens agreed that the energy cost savings for each Annual Period are calculated by multiplying the realized energy savings in units by the Annual Period's stipulated contract utility rate and applying the appropriate Escalation Rates, not the Annual Period's actual utility rate. The Annual Period 2 contract utility rates are established in Article 6 of Contract Exhibit C – Performance Assurance. There will be no escalation of the contract utility rate until December 21, 2022. Starting in Annual Period 6, a 3% escalation rate is applied to the electric contract utility rates. The current Annual Period's contract utility rates are provided in [Table 12](#).

Table 12: Contract Annual Period 2 Utility Rates

Location	Electric Energy (\$/kWh)
Facilities	0.0857
Traffic Signals	0.0955

Using the Baseline rate structure in the Performance Contracting Agreement – Appendix 4, [Table 13](#) shows the Contract Water Rates used in calculations for the Performance Guarantee Period.

Table 13: Contract Water Rates Over Contract Term

Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Water - Group 1 - 5/8"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8"	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
7	Water - Group 3 - 1"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
8	Water - Group 3 - 1.5"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340

Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
29	Water - Group 4 - 2" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281
31	Water - Group 5 - 2" - Tier 2	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047
32	Water - Group 5 - 2" - Tier 3	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water - Group 7 - 1" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
41	Water Group 7 - 1.5" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water Group 7 - 1.5" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
43	Water - Group 7 - 2" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
54	Water - Group 8 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338

Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
55	Water - Group 8 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8"	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
79	Sewer - Group 3 - 5/8" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
80	Sewer - Group 3 - 1" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
81	Sewer - Group 3 - 1" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254

Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
83	Sewer - Group 3 - 1" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
102	Sewer - Group 4 - 1" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
103	Sewer - Group 4 - 1" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330

Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
109	Sewer - Group 4 - 1.5" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

4. Performance Assurance Results

4.1. Summary of Realized & Guaranteed Savings

Annual Realized Savings for Annual Period 2 amounted to **\$1,081,579**, comprised of **\$1,071,892** in Option A and **\$9,687** in Operational Savings. These cost and energy savings are summarized by location in **Figure 2** and by FIM and Option Type in **Table 14**. The Measured Revenue Increase from the water meters and the Realized Savings from the Street lighting are not shown in Figure 2 as these savings are not limited to a single location. Annual Realized Savings exceeded the Guaranteed Annual Savings of **\$1,013,700** by **\$67,879**. The following sections detail the Savings associated with each FIM under their respective option types.

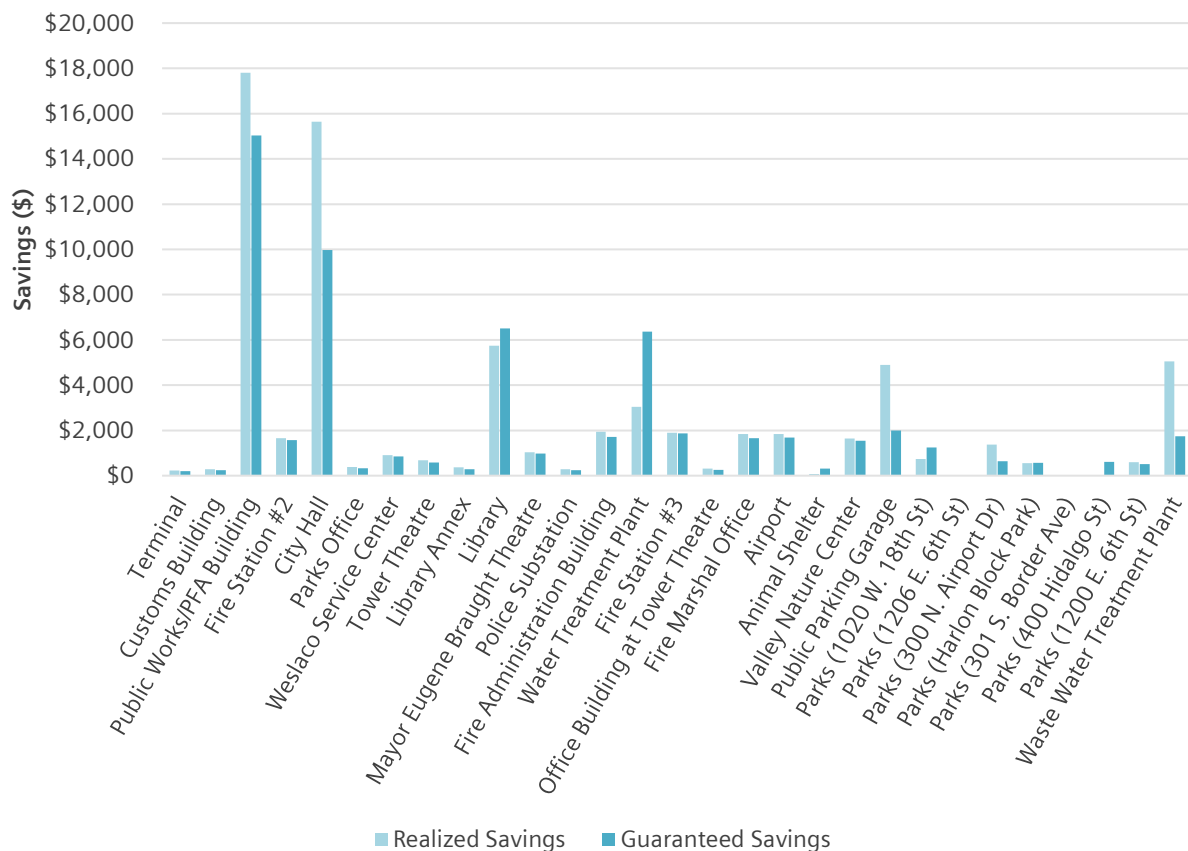


Figure 2: Annual Period 2 Cost Savings by Location
(excludes Operational Savings)

Table 14: Annual Period 2 Savings Variance by FIM

Facility Improvement Measure	Realized Option A Savings	Operational Savings	Annual Realized Savings	Guaranteed Annual Savings	Savings Variance
Water Meters and AMI	\$986,479	\$0	\$986,479	\$930,641	\$55,838
HVAC Armor	\$6,888	\$901	\$7,790	\$7,115	\$675
HVAC Replacements	\$4,660	\$1,288	\$5,947	\$5,248	\$699
Lighting	\$59,276	\$6,571	\$65,847	\$55,909	\$9,938
Traffic Signals	\$14,589	\$927	\$15,516	\$14,786	\$729
Total	\$1,071,892	\$9,687	\$1,081,579	\$1,013,700	\$67,879

4.2. Option A Energy Savings

Realized Option A Savings for the current Annual Period amounted to **\$1,071,892**, which exceeded the guaranteed **\$1,004,012** in Savings by **\$67,879** or 7%. Option A FIMs include Water Meters/AMI, HVAC Armor, HVAC Replacements, Lighting, and Traffic Signals (Table 15).

Table 15: Option A Savings for Annual Period 2

Facility Improvement Measure	Measured Usage Increase (Gal)	Electric Energy Savings (kWh)	Realized Savings	Guaranteed Savings	Savings Variance
Water Meters and AMI	3,800,765	0	\$986,479	\$930,641	\$55,838
HVAC Armor	0	80,377	\$6,888	\$6,214	\$674
HVAC Replacements	0	54,374	\$4,660	\$3,961	\$699
Lighting	0	691,666	\$59,276	\$49,338	\$9,938
Traffic Signals	0	152,760	\$14,589	\$13,859	\$730
Total	3,800,765	979,177	\$1,071,892	\$1,004,012	\$67,879

4.2.1. Water Meter and AMI

Under the Water Meters system upgrade, Siemens replaced and/or retrofitted existing water meters with new water meters and radios, including any required modifications to existing meter boxes, lids, etc. Table 16 summarizes the water meter quantities and types that were included in the original contracted scope of work, along with the amended water meter quantities and types according to pending Amendment 1 of the Performance Contracting Agreement. Siemens also installed a new Neptune R900i Automatic Metering Infrastructure (AMI) system which involved installing 9 Neptune Gateway Data Collectors, 1 MRS Drive by Mobile Unit, and 1 Nimble Ranger Handheld Reader.

Table 16: Original Contracted Water Meter Quantities and Types

Original Quantity	Amended Quantity	Size	Type	Description
8748	9543	5/8" X 3/4"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
466	598	1"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
101	109	1.5"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
1082	365	2"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
51	37	2"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
15	17	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
4	3	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
17	0	4"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
12	4	4"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
3	11	6"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
2	3	6"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
1	0	6"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
1	0	8"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
10,503	10,690	Total		

The fundamental principle behind this FIM is that observable decline in measurement efficiency of a water meter is predictable over time. A new, residential water meter will mechanically wear in response to cumulative water and age. Meters with greater amounts of cumulative water measured at any given time are likely to be less accurate than meters with lower accumulated reading due to increased wear accompanying the increased amount of measured water. Age and

water quality are also contributing factors in meter accuracy. This FIM involved replacing existing water meters throughout Weslaco with new, high-accuracy meters in order to increase the billable water revenues.

The overall benefits of implementing this FIM are:

- Revenue enhancement to the municipal water authority
- Cost avoidance of future meter failure
- More accurate billing
- Recovered revenue
- Fairness (new water customers only pay for water they actually use)
- Risk reduction/persistence of revenue

Realized revenue increase for *Water Meter and AMI* for Annual Period 2 amounted to **\$986,479**, which exceeded the guaranteed revenue increase of **\$930,641** by **\$55,838**, or 6% ([Table 17](#)).

Table 17: Water Meter and AMI Savings for Annual Period 2

Location	Realized		Guaranteed		Revenue Increase Variance
	Measured Usage Increase (Gal)	Measured Revenue Increase (\$)	Expected Usage Increase (Gal)	Expected Revenue Increase (\$)	
All Locations	3,800,765	\$986,479	3,585,627	\$930,641	\$55,838

The key parameter used to determine increased billable usage is water meter accuracy. Accuracy testing is performed annually for the length of the Performance Assurance Services Program (PASP) term on a random sampling of eleven (11) meters as outlined in Article 4 of the Performance Contracting Agreement. The M&V Plan dictates using a confidence and precision level of 80% and 20% respectively for meters sizes of 5/8", 1", 1.5" and 2", to provide assurance that the overall meter system is maintaining the desired level of accuracy.

Siemens requested an updated water meter database from Weslaco several months prior to testing. Test meters were chosen from the population of 5/8", 1", 1.5" and 2" meters based on a random sampling approach. Siemens then created a test list that was sent to Weslaco for approval. Once approved, the selected meters were pulled and sent for third party testing.

For Annual Period 2, Siemens removed and replaced a total of 11 meters of the following meter sizes:

- 5/8" Neptune T-10 meters

The selected meters were tested at a 3rd party testing facility according to American Water Works Association (AWWA) standards for testing residential water meters per AWWA Manual M6 Fifth

Edition. AWWA standards specify first testing a meter at low, medium, and high flow rates then calculating the aggregate meter efficiency by weighted formula. The formula for meter accuracy is as follows:

$$\begin{aligned} & (15\% \times \text{Measured Meter Accuracy @ High flow}) \\ & + (70\% \times \text{Measured Meter Accuracy @ Medium flow}) \\ & + (15\% \times \text{Measured Meter Accuracy @ Low flow}) \\ & \text{Average Weighted Accuracy of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

The weighted accuracy for each meter tested this Annual Period is listed in [Table 18](#).

Table 18: Water Meter Test List and Annual Period 2 Test Results

Account #	Address	Meter #	Meter Size	Reading (kGal)	Meter Accuracy (%)
40-0516-01	3611 NIDO ST	37228211	5/8"	79,498	99.70%
44-2047-02	1612 OAK LANE WES 2	37022114	5/8"	112,329	99.15%
42-7030-01	2303 SAGE	37029418	5/8"	119,721	99.15%
40-0934-01	516 27TH	37671419	5/8"	111,992	99.15%
02-0113-71	607 W TENTH	37022124	5/8"	135,299	99.15%
06-0570-07	306 S INDIANA	37671053	5/8"	60,918	99.30%
40-7999-01	1912 GINGER	36631453	5/8"	72,438	99.40%
04-0200-02	811 S FLORIDA	37671148	5/8"	54,311	99.15%
40-0152-61	1701 E 28TH	37660655	5/8"	163,867	99.70%
44-0003-04	3201 LOS ARCOS CIRCL	37029590	5/8"	135,737	100.00%
40-7693-03	2210 EVE AVE	37153869	5/8"	249,154	99.85%

The average of the weighted accuracies is 99.4%, exceeding the contractual guaranteed accuracy of 98.5%. Because the average exceeds the guaranteed accuracy, the meter accuracy results for this Annual Period are deemed acceptable. Annual Period 2 and baseline year average accuracy by meter size can be seen in [Table 19](#). After meter accuracy was measured, the tested meters were returned to Weslaco.

Table 19: Annual Period 2 and Baseline Year Average Accuracy

Time Period	Average Measured Meter Accuracy (%)
Baseline Year	83.50%
Expected Annual Period 2	98.50%
Measured Annual Period 2	99.40%

The average accuracy results were used in the annual revenue calculations to determine the Measured Billable Usage and Measured Revenue Increase for Annual Period 2 as seen in **Table 20**.

Table 20: Billable Water Usage and Revenue Calculations

Item	Description	Existing Consumption at 100% Accuracy (kGal)	Existing Meter Accuracy %	Existing Consumption (kGal)	New Meter Accuracy %	Consumption Billed with New Meters (kGal)	Annual Consumption Increase (kGal)	Annual Consumption Increase (\$)
1	Water - Group 1 - 5/8"	2,390,045	83.50%	1,995,688	99.40%	2,375,705	380,017	\$102,985
2	Water - Group 1 - 1"	4,023	83.50%	3,359	99.40%	3,998	640	\$173
3	Water - Group 1 - 1.5"	199	83.50%	166	99.40%	198	32	\$9
4	Water - Group 1 - 2"	26,829	83.50%	22,402	99.40%	26,668	4,266	\$1,156
5	Water - Group 2 - 5/8"	1,521	83.50%	1,270	99.40%	1,512	242	\$67
6	Water - Group 3 - 5/8"	669,568	83.50%	559,089	99.40%	665,550	106,461	\$43,330
7	Water - Group 3 - 1"	11,961	83.50%	9,987	99.40%	11,889	1,902	\$774
8	Water - Group 3 - 1.5"	10,913	83.50%	9,112	99.40%	10,848	1,735	\$706
9	Water - Group 3 - 2"	21,749	83.50%	18,160	99.40%	21,618	3,458	\$1,407
10	Water - Group 4 - 5/8" - Tier 1	20,779	83.50%	17,350	99.40%	20,654	3,304	\$1,001
11	Water - Group 4 - 5/8" - Tier 2	56	83.50%	47	99.40%	56	9	\$91
12	Water - Group 4 - 5/8" - Tier 3	3,743	83.50%	3,125	99.40%	3,720	595	\$201
13	Water - Group 4 - 5/8" - Tier 4	326	83.50%	272	99.40%	324	52	\$18
14	Water - Group 4 - 5/8" - Tier 5	9,792	83.50%	8,176	99.40%	9,733	1,557	\$534
15	Water - Group 4 - 1" - Tier 1	5,905	83.50%	4,930	99.40%	5,869	939	\$284
16	Water - Group 4 - 1" - Tier 2	23	83.50%	19	99.40%	22	4	\$37
17	Water - Group 4 - 1" - Tier 3	2,186	83.50%	1,825	99.40%	2,173	348	\$117
18	Water - Group 4 - 1" - Tier 4	623	83.50%	520	99.40%	619	99	\$34
19	Water - Group 4 - 1" - Tier 5	2,533	83.50%	2,115	99.40%	2,518	403	\$138
20	Water - Group 4 - 1.5" - Tier 1	2,565	83.50%	2,142	99.40%	2,550	408	\$124
21	Water - Group 4 - 1.5" - Tier 2	14	83.50%	12	99.40%	14	2	\$23

Item	Description	Existing Consumption at 100% Accuracy (kGal)	Existing Meter Accuracy %	Existing Consumption (kGal)	New Meter Accuracy %	Consumption Billed with New Meters (kGal)	Annual Consumption Increase (kGal)	Annual Consumption Increase (\$)
22	Water - Group 4 - 1.5" - Tier 3	976	83.50%	815	99.40%	970	155	\$52
23	Water - Group 4 - 1.5" - Tier 4	38	83.50%	32	99.40%	38	6	\$2
24	Water - Group 4 - 1.5" - Tier 5	0	83.50%	0	99.40%	0	0	\$0
25	Water - Group 4 - 2" - Tier 1	6,574	83.50%	5,489	99.40%	6,534	1,045	\$317
26	Water - Group 4 - 2" - Tier 2	32	83.50%	27	99.40%	32	5	\$52
27	Water - Group 4 - 2" - Tier 3	4,354	83.50%	3,635	99.40%	4,327	692	\$234
28	Water - Group 4 - 2" - Tier 4	1,371	83.50%	1,145	99.40%	1,363	218	\$74
29	Water - Group 4 - 2" - Tier 5	3,531	83.50%	2,948	99.40%	3,510	561	\$193
30	Water - Group 5 - 2" - Tier 1	277	83.50%	232	99.40%	276	44	\$12
31	Water - Group 5 - 2" - Tier 2	0	83.50%	0	99.40%	0	0	\$0
32	Water - Group 5 - 2" - Tier 3	0	83.50%	0	99.40%	0	0	\$0
33	Water - Group 6 - 5/8" - Tier 1	804	83.50%	671	99.40%	799	128	\$58
34	Water - Group 7 - 5/8" - Tier 1	237,145	83.50%	198,016	99.40%	235,722	37,706	\$11,199
35	Water - Group 7 - 5/8" - Tier 2	71,533	83.50%	59,730	99.40%	71,104	11,374	\$3,378
36	Water - Group 7 - 5/8" - Tier 3	257,825	83.50%	215,284	99.40%	256,278	40,994	\$12,586
37	Water - Group 7 - 1" - Tier 1	148,658	83.50%	124,130	99.40%	147,766	23,637	\$7,020
38	Water - Group 7 - 1" - Tier 2	56,413	83.50%	47,105	99.40%	56,075	8,970	\$2,664
39	Water - Group 7 - 1" - Tier 3	327,338	83.50%	273,327	99.40%	325,374	52,047	\$15,980
40	Water Group 7 - 1.5" - Tier 1	23,164	83.50%	19,342	99.40%	23,025	3,683	\$1,094
41	Water Group 7 - 1.5" - Tier 2	10,763	83.50%	8,987	99.40%	10,699	1,711	\$508
42	Water Group 7 - 1.5" - Tier 3	120,996	83.50%	101,032	99.40%	120,270	19,238	\$5,907
43	Water - Group 7 - 2" - Tier 1	64,223	83.50%	53,626	99.40%	63,837	10,211	\$3,033
44	Water - Group 7 - 2" - Tier 2	27,817	83.50%	23,227	99.40%	27,650	4,423	\$1,314
45	Water - Group 7 - 2" - Tier 3	654,763	83.50%	546,727	99.40%	650,835	104,107	\$31,964
46	Water - Group 8 - 5/8" - Tier 1	514,445	83.50%	429,562	99.40%	511,359	81,797	\$24,784

Item	Description	Existing Consumption at 100% Accuracy (kGal)	Existing Meter Accuracy %	Existing Consumption (kGal)	New Meter Accuracy %	Consumption Billed with New Meters (kGal)	Annual Consumption Increase (kGal)	Annual Consumption Increase (\$)
47	Water - Group 8 - 5/8" - Tier 2	1,381	83.50%	1,153	99.40%	1,373	220	\$2,248
48	Water - Group 8 - 5/8" - Tier 3	134,302	83.50%	112,142	99.40%	133,497	21,354	\$7,218
49	Water - Group 8 - 5/8" - Tier 4	28,411	83.50%	23,723	99.40%	28,240	4,517	\$1,536
50	Water - Group 8 - 5/8" - Tier 5	518	83.50%	432	99.40%	515	82	\$790
51	Water - Group 8 - 5/8" - Tier 6	256,967	83.50%	214,567	99.40%	255,425	40,858	\$13,893
52	Water - Group 8 - 1" - Tier 1	263,010	83.50%	219,613	99.40%	261,431	41,819	\$12,671
53	Water - Group 8 - 1" - Tier 2	1,150	83.50%	960	99.40%	1,143	183	\$1,872
54	Water - Group 8 - 1" - Tier 3	121,381	83.50%	101,353	99.40%	120,653	19,300	\$6,524
55	Water - Group 8 - 1" - Tier 4	25,775	83.50%	21,522	99.40%	25,620	4,098	\$1,394
56	Water - Group 8 - 1" - Tier 5	461	83.50%	385	99.40%	458	73	\$703
57	Water - Group 8 - 1" - Tier 6	141,036	83.50%	117,765	99.40%	140,190	22,425	\$7,625
58	Water - Group 8 - 1.5" - Tier 1	103,276	83.50%	86,236	99.40%	102,657	16,421	\$4,976
59	Water - Group 8 - 1.5" - Tier 2	533	83.50%	445	99.40%	530	85	\$868
60	Water - Group 8 - 1.5" - Tier 3	63,001	83.50%	52,606	99.40%	62,623	10,017	\$3,386
61	Water - Group 8 - 1.5" - Tier 4	14,964	83.50%	12,495	99.40%	14,875	2,379	\$809
62	Water - Group 8 - 1.5" - Tier 5	274	83.50%	229	99.40%	272	44	\$418
63	Water - Group 8 - 1.5" - Tier 6	130,460	83.50%	108,934	99.40%	129,677	20,743	\$7,053
64	Water - Group 8 - 2" - Tier 1	481,293	83.50%	401,880	99.40%	478,405	76,526	\$23,187
65	Water - Group 8 - 2" - Tier 2	2,580	83.50%	2,154	99.40%	2,564	410	\$4,200
66	Water - Group 8 - 2" - Tier 3	328,599	83.50%	274,380	99.40%	326,627	52,247	\$17,661
67	Water - Group 8 - 2" - Tier 4	89,546	83.50%	74,771	99.40%	89,009	14,238	\$4,841
68	Water - Group 8 - 2" - Tier 5	1,710	83.50%	1,427	99.40%	1,699	272	\$2,609
69	Water - Group 8 - 2" - Tier 6	2,262,773	83.50%	1,889,415	99.40%	2,249,196	359,781	\$122,337
70	Sewer - Group 1 - 5/8"	9,014,300	83.50%	7,526,941	99.40%	8,960,214	1,433,274	\$253,689
71	Sewer - Group 1 - 1"	98,235	83.50%	82,026	99.40%	97,645	15,619	\$2,765

Item	Description	Existing Consumption at 100% Accuracy (kGal)	Existing Meter Accuracy %	Existing Consumption (kGal)	New Meter Accuracy %	Consumption Billed with New Meters (kGal)	Annual Consumption Increase (kGal)	Annual Consumption Increase (\$)
72	Sewer - Group 1 - 1.5"	4,040	83.50%	3,374	99.40%	4,016	642	\$114
73	Sewer - Group 1 - 2"	549,083	83.50%	458,485	99.40%	545,789	87,304	\$15,453
74	Sewer - Group 2 - 5/8"	68	83.50%	57	99.40%	67	11	\$3
75	Sewer - Group 3 - 5/8" - Tier 1	89,646	83.50%	74,855	99.40%	89,109	14,254	\$3,250
76	Sewer - Group 3 - 5/8" - Tier 2	315	83.50%	263	99.40%	314	50	\$545
77	Sewer - Group 3 - 5/8" - Tier 3	47,167	83.50%	39,384	99.40%	46,884	7,500	\$1,905
78	Sewer - Group 3 - 5/8" - Tier 4	193	83.50%	161	99.40%	192	31	\$323
79	Sewer - Group 3 - 5/8" - Tier 5	111,665	83.50%	93,241	99.40%	110,995	17,755	\$4,510
80	Sewer - Group 3 - 1" - Tier 1	87,963	83.50%	73,449	99.40%	87,435	13,986	\$3,189
81	Sewer - Group 3 - 1" - Tier 2	431	83.50%	360	99.40%	428	69	\$744
82	Sewer - Group 3 - 1" - Tier 3	51,470	83.50%	42,978	99.40%	51,161	8,184	\$2,079
83	Sewer - Group 3 - 1" - Tier 4	160	83.50%	133	99.40%	159	25	\$267
84	Sewer - Group 3 - 1" - Tier 5	45,649	83.50%	38,117	99.40%	45,375	7,258	\$1,844
85	Sewer - Group 3 - 1.5" - Tier 1	8,571	83.50%	7,157	99.40%	8,520	1,363	\$311
86	Sewer - Group 3 - 1.5" - Tier 2	57	83.50%	47	99.40%	56	9	\$98
87	Sewer - Group 3 - 1.5" - Tier 3	9,856	83.50%	8,230	99.40%	9,797	1,567	\$398
88	Sewer - Group 3 - 1.5" - Tier 4	42	83.50%	35	99.40%	42	7	\$71
89	Sewer - Group 3 - 1.5" - Tier 5	23,877	83.50%	19,938	99.40%	23,734	3,797	\$964
90	Sewer - Group 3 - 2" - Tier 1	149,232	83.50%	124,609	99.40%	148,337	23,728	\$5,410
91	Sewer - Group 3 - 2" - Tier 2	832	83.50%	695	99.40%	827	132	\$1,437
92	Sewer - Group 3 - 2" - Tier 3	139,835	83.50%	116,762	99.40%	138,996	22,234	\$5,647
93	Sewer - Group 3 - 2" - Tier 4	593	83.50%	495	99.40%	589	94	\$992
94	Sewer - Group 3 - 2" - Tier 5	689,642	83.50%	575,851	99.40%	685,504	109,653	\$27,852
95	Sewer - Group 4 - 5/8" - Tier 1	330,479	83.50%	275,950	99.40%	328,496	52,546	\$14,293
96	Sewer - Group 4 - 5/8" - Tier 2	798	83.50%	666	99.40%	793	127	\$1,136

Item	Description	Existing Consumption at 100% Accuracy (kGal)	Existing Meter Accuracy %	Existing Consumption (kGal)	New Meter Accuracy %	Consumption Billed with New Meters (kGal)	Annual Consumption Increase (kGal)	Annual Consumption Increase (\$)
97	Sewer - Group 4 - 5/8" - Tier 3	84,340	83.50%	70,424	99.40%	83,834	13,410	\$4,064
98	Sewer - Group 4 - 5/8" - Tier 4	229	83.50%	191	99.40%	227	36	\$339
99	Sewer - Group 4 - 5/8" - Tier 5	85,719	83.50%	71,575	99.40%	85,205	13,629	\$4,130
100	Sewer - Group 4 - 1" - Tier 1	157,768	83.50%	131,736	99.40%	156,821	25,085	\$6,823
101	Sewer - Group 4 - 1" - Tier 2	640	83.50%	535	99.40%	637	102	\$912
102	Sewer - Group 4 - 1" - Tier 3	86,367	83.50%	72,116	99.40%	85,848	13,732	\$4,161
103	Sewer - Group 4 - 1" - Tier 4	270	83.50%	226	99.40%	269	43	\$401
104	Sewer - Group 4 - 1" - Tier 5	85,610	83.50%	71,484	99.40%	85,096	13,612	\$4,125
105	Sewer - Group 4 - 1.5" - Tier 1	6,376	83.50%	5,324	99.40%	6,338	1,014	\$276
106	Sewer - Group 4 - 1.5" - Tier 2	42	83.50%	35	99.40%	41	7	\$59
107	Sewer - Group 4 - 1.5" - Tier 3	5,123	83.50%	4,277	99.40%	5,092	814	\$247
108	Sewer - Group 4 - 1.5" - Tier 4	12	83.50%	10	99.40%	12	2	\$18
109	Sewer - Group 4 - 1.5" - Tier 5	9,582	83.50%	8,001	99.40%	9,525	1,524	\$462
110	Sewer - Group 4 - 2" - Tier 1	268,815	83.50%	224,461	99.40%	267,203	42,742	\$11,626
111	Sewer - Group 4 - 2" - Tier 2	1,464	83.50%	1,223	99.40%	1,456	233	\$2,086
112	Sewer - Group 4 - 2" - Tier 3	238,058	83.50%	198,779	99.40%	236,630	37,851	\$11,470
113	Sewer - Group 4 - 2" - Tier 4	965	83.50%	806	99.40%	960	154	\$1,432
114	Sewer - Group 4 - 2" - Tier 5	1,224,048	83.50%	1,022,080	99.40%	1,216,703	194,624	\$58,977
115	Sewer - Group 5 - 2" - Tier 1	2,143	83.50%	1,789	99.40%	2,130	341	\$93
116	Sewer - Group 5 - 2" - Tier 2	14	83.50%	12	99.40%	14	2	\$20
117	Sewer - Group 5 - 2" - Tier 3	2,843	83.50%	2,374	99.40%	2,826	452	\$137
118	Sewer - Group 5 - 2" - Tier 4	14	83.50%	12	99.40%	14	2	\$21
119	Sewer - Group 5 - 2" - Tier 5	17,748	83.50%	14,819	99.40%	17,641	2,822	\$855
0	Total	23,904,181		19,959,991		23,760,756	3,800,765	\$986,479

4.2.2. HVAC Armor

Siemens installed HVAC armor on existing HVAC systems. HVAC armor is a restorative coating impregnated with 65% aluminum in a base of industrial grade polyurethane applied to reduce corrosion and make cleaning easier and more efficient.

Table 21 summarizes the HVAC equipment in which armor was applied at Weslaco with the equipment that was removed, as per pending Amendment 1, crossed out.

Table 21: Original Contracted HVAC Armor Locations

Facility Name	Location	Manuf.	Model #	Serial #
Customs Building	Roof	Trane	4TCC3036A100AB	9372KP79H
Customs Building	Roof	Trane	4TCC3036A100AB	10123LLE9H
Customs Building	Roof	Trane	4TCC3036A100AB	9464HXE9H
Public Works	SE Ext ground	Trane	2TTB3060A1000AA	80134662F
Public Works	Ext ground	Trane	TTA240B400FB	8024Y0AAD
Public Works	Ext ground	Trane	TTA150H400AA	16202LR4YA
Public Works	NE Ext ground	Trane	2TTB3048A1000AA	7503RSX4F
Fire Station #2	Roof	Trane	M4AC3048A1000AA	(missing)
Fire Station #2	Roof	Trane	M4AC3060A1000AA	(missing)
Fire Station #2	Roof	Rheem	RAKB-036JAZ	6952M520403394
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03761
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03760
City Hall	Roof	Daikin	DTH036XXX1DXXXAA	1507346290
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext ground	Johnson	TCJD60S43S4EA	W1H5908370
Weslaco Service Center	Ext ground	Rheem	RAND-024JAZ	7293F080603118
Weslaco Service Center	Ext ground	Rheem	RANL-060CAZ	7394W311001035
Tower Theater	Ext ground	Rheem	13AJN60A01	W401434791
Library Annex	Roof	Trane	4TTA3048D3000CA	133028WX3F
Library Annex	Roof	Daikin	DX13SA0603AC	1610072965
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50002
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50003
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20013
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20014
Library	Roof	Trane	4TTA3060D3000CA	12363MEC4F
Library	Roof	Trane	4TTA3060D3000CA	12363ME84F
Library	Roof	Trane	4TTA3060D3000CA	12365T4N4F
Library	Roof	Trane	4TTA3060D3000CA	12365T224F
Library	Roof	Trane	M4AC3024A1000AA	(missing)
Mayor Braught Theater	Roof	Rheem	RAWD-090CAZ	7002F150605199
Mayor Braught Theater	Roof	Rheem	RAWE-092CAZ	F421402012
Mayor Braught Theater	Roof	Rheem	RLKA-A085CM	6225F020615525
Police Substation	Roof	Trane	TSC060E3E0A	121011746L
Police Substation	Roof	Am. Std.	TSC048E3E0A	111010737L
Fire Administration Building	Roof	Trane	TSC092F3E0A09000	160411943L
Terminal	Ext ground	Rheem	RAWL-090CAZ	7753W041308615
Water Treatment Plant	Ext ground	Trane	4TWB4036G1000AB	13045KW22F
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCAYA
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCWYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481DYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481AYA

Crossed out listings were removed from the scope as per pending Amendment 1.

HVAC armor electric energy Savings result from the increased efficiency of the condensing units due to the cleaning of the condenser coils and application of a corrosion inhibit coil coating that increases heat transfer. When applied, the coils are UV resistant which prevents any further corrosion. Likewise, the coating is hydrophobic which prevents build-up of dust and mold. A reduction in condensing unit power draw also results in improved operating efficiency and reduced electric energy consumption.

Energy savings were determined by verifying the improvement in COP efficiency (%Change). Measured pre- and post-retrofit condenser unit temperature (°F) and compressor pressure (psi) were inputted into a software program to calculate enthalpy (h) for each Stage of the refrigeration cycle for a sample of units. The calculated pre- and post-retrofit enthalpy (h) were used to determine %Change, which is then multiplied by the baseline electricity consumption to quantify annual electricity Savings ([Table 22](#)).

Table 22: COP Efficiency Measurements for HVAC Armor

HVAC Armor Unit	Pre-Retrofit COP	Expected Post-Retrofit COP	Measured Post-Retrofit COP
Weslaco Library SN: 3406G20013	5.81	6.93	8.15
Weslaco Library SN: 3406G20014	8.06	8.47	8.70

Realized Savings for HVAC Armor for Annual Period 2 amounted to **\$6,888**, which exceeded the guaranteed Savings of **\$6,214** by **\$675**, or 11% ([Table 23](#)).

Table 23: HVAC Armor Savings for Annual Period 2

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
City Hall	2,022	\$173	1,728	\$148	\$25
Customs Building	3,333	\$286	2,839	\$243	\$42
Fire Administration Building	2,691	\$231	2,259	\$194	\$37
Fire Station #2	3,308	\$283	2,828	\$242	\$41
Library	16,639	\$1,426	15,637	\$1,340	\$86
Library Annex	3,295	\$282	2,806	\$240	\$42
Mayor Eugene Braught Theatre	8,176	\$701	6,968	\$597	\$104
Parks Office	1,379	\$118	1,192	\$102	\$16
Public Works/Pfa Building	15,297	\$1,311	12,994	\$1,114	\$197
Terminal	2,732	\$234	2,315	\$198	\$36
Tower Theatre	1,813	\$155	1,533	\$131	\$24
Water Treatment Plant	13,785	\$1,181	13,437	\$1,152	\$30

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
Weslaco Service Center	2,599	\$223	3,142	\$269	(\$47)
Police Substation	3,308	\$283	2,828	\$242	\$41
Total	80,377	\$6,888	72,506	\$6,214	\$675

4.2.3. HVAC Replacements

The HVAC units listed in **Table 24** were replaced with new, high efficiency units. Verification of electric savings were based upon post-retrofit SEER (Seasonal Energy Efficiency Ratio) rating of the HVAC units based on manufacturer's specifications. The Realized Savings are a result of the lower SEER rating of the new equipment. The lower SEER rating indicates that the new units are more efficient than the old equipment they replaced.

Table 24: HVAC Replacements Equipment List

Facility Name	Location	Manuf.	Model #	Serial #	Base Efficiency (SEER)	Post Efficiency (SEER)
Public Works	N Ext ground	Trane	2TTB3018A1000AA	7374LAC5F	1.20	0.86
Fire Station #3	Ext ground	Carrier	38BRC048540	1500E03324	1.20	0.86
City Hall	Roof	Trane	2TTB2036A1000AA	43454U73F	1.00	0.86
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081	1.20	0.86
Weslaco Service Center	Ext ground	Rheem	RAWD-090CAZ	7002F180405605	1.09	0.86
Tower Theater	Ext ground	Rheem	RAKB-048JAZ	6954 M2605 15561	1.20	0.86
Fire Marshal Office	Roof	(missing)	(missing)	(missing)	1.20	0.86
Fire Marshal Office	Roof	Rheem	RAKA-030JAZ	6908F420305298	1.20	0.86
Fire Marshal Office	Roof	Goodman	CK60-1C	9808500196	1.20	0.86
Office Building @ Tower Theater	Ext ground	Ruud	UAKA-042JAZ	5461F180216930	1.20	0.86
Fire Administration Building	Roof	Trane	(missing)	(missing)	1.20	0.86

Realized Savings for *HVAC Replacement* for Annual Period 2 amounted to **\$4,660**, which exceeded the guaranteed Savings of **\$3,961** by **\$699**, or 18% (**Table 25**).

Table 25: HVAC Replacement Savings for Annual Period 2

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
City Hall	1,786	\$153	1,518	\$130	\$23
Fire Administration Building	7,735	\$663	6,575	\$563	\$99
Fire Marshal Office	15,470	\$1,326	13,149	\$1,127	\$199
Fire Station #3	5,205	\$446	4,424	\$379	\$67

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
Office Building At Tower Theatre	3,610	\$309	3,068	\$263	\$46
Parks Office	3,094	\$265	2,630	\$225	\$40
Public Works/Pfa Building	3,358	\$288	2,855	\$245	\$43
Tower Theatre	6,196	\$531	5,267	\$451	\$80
Weslaco Service Center	7,921	\$679	6,733	\$577	\$102
Total	54,374	\$4,660	46,218	\$3,961	\$699

4.2.4. Lighting

The existing lighting system was retrofitted with more energy efficient lighting equipment resulting in electric energy savings as shown in [Table 26](#).

Table 26: Lighting Location Proposed

Interior Lighting Locations	Exterior Lighting Locations
Airport	Airport
Animal Shelter	Animal Shelter
Brought Theater	Brought Theater
City Hall	City Hall
Fire Administration Building	Fire Administration Building
Fire Station #2	Fire Station #2
Fire Station #3	Fire Station #3
Library	Library Annex
Old City Hall	Old City Hall
Parks – 1020 W. 18 th St.	Parks – 1020 W. 18 th St.
Parks – 1206 E. 6 th St.	Parks – 1200 E. 6 th St.
Parks – 300 N. Airport Dr.	Parks – 300 N. Airport Dr.
Parks – Harlon Block Park	Parks – 301 S. Border Ave.
Parks – Valley Nature Center	Parks – 400 Hidalgo St.
Public Works	Parks – Harlon Block Park
Wastewater Treatment North	Parks – Valley Nature Center
Water Treatment Plant	Public Parking Garage
	Public Works
	Wastewater Treatment North
	Water Treatment Plant

Table 27 illustrates the lighting improvements quantities installed at Weslaco.

Table 27: Lighting Improvements Fixture Quantity

Description	Quantity
Don't Do - Not included in Project	1042
LED New Exit Sign	2
LED New fixture	293
LED Relamp	502
LED Retrofit Kit	116
Linear LED Retrofit	954
Linear LED Retrofit Kit	632
New Occupancy Sensor	10
Total	2509

Savings were verified based on a sampling of one-time measurements of the lighting power capacity under existing conditions, a sampling of one-time measurements of the lighting power capacity upon completion of the lighting retrofit project and agreed-upon annual operating hours. Spot wattage measurements of a random sample of pre-retrofit (baseline) and post-retrofit fixture types or fixture circuits were used to establish power capacity. Sample size for wattage measurements was determined based on FEMP guidelines for sample size determination, with overall population sample size not to exceed 10% of the retrofit population.

Realized Savings for *Lighting* for Annual Period 2 amounted to **\$59,276**, which exceeded the guaranteed Savings of **\$49,338** by **\$9,938**, or 20% (Table 28).

Table 28: Lighting Savings for Annual Period 2

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
Airport	21,538	\$1,846	19,694	\$1,688	\$158
Animal Shelter	854	\$73	3,695	\$317	(\$243)
City Hall	178,717	\$15,316	113,128	\$9,695	\$5,621
Fire Marshal Office	6,024	\$516	6,133	\$526	(\$9)
Fire Administration Building	12,183	\$1,044	11,157	\$956	\$88
Fire Station #2	15,965	\$1,368	15,503	\$1,329	\$40
Fire Station #3	16,934	\$1,451	17,305	\$1,483	(\$32)
Library	50,418	\$4,321	60,304	\$5,168	(\$847)
Library Annex	933	\$80	578	\$50	\$30
Mayor Eugene Braught Theatre	3,902	\$334	4,441	\$381	(\$46)
Parks (1020 W. 18Th St)	8,572	\$735	14,535	\$1,246	(\$511)

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
Parks (1200 E. 6Th St)	7,023	\$602	5,979	\$512	\$90
Parks (1206 E. 6Th St)	77	\$7	67	\$6	\$1
Parks (301 S. Border Ave)	59	\$5	62	\$5	(\$0)
Parks (300 N. Airport Dr)	16,020	\$1,373	7,489	\$642	\$731
Parks (400 Hidalgo St)	0	\$0	7,115	\$610	(\$610)
Parks (Harlon Block Park)	6,485	\$556	6,548	\$561	(\$5)
Public Parking Garage	57,124	\$4,895	23,309	\$1,998	\$2,898
Public Works/Pfa Building	189,070	\$16,203	159,527	\$13,671	\$2,532
Valley Nature Center	19,136	\$1,640	17,986	\$1,541	\$99
Water Treatment Plant	21,642	\$1,855	60,912	\$5,220	(\$3,365)
Wastewater Treatment Plant	58,990	\$5,055	20,236	\$1,734	\$3,321
Total	691,666	\$59,276	575,704	\$49,338	\$9,938

Realized Savings exceeded guaranteed Savings as a result of post- retrofit fixture measurements that were lower than expected ([Table 29](#) and [Table 30](#)).

Table 29: Pre-Retrofit Lighting Measurement Comparison

Fixture Type	Quantity	Expected Pre-Retrofit Watts	Measured Pre-Retrofit Watts	% Difference
CFL-32W-MT-4P(1): B-CFL-2-32-ELECT(1)	22	36.0	34.1	-5.6%
FLU-F32T8(2): B-T8-2-32-IS-SP(1)	110	59.0	60.9	3.1%
FLU-F32T8(3): B-T8-2-32-IS-SP(2)	132	90.0	90.6	0.7%
FLU-F32T8(3): B-T8-3-32-IS-SP(1)	100	85.0	86.6	1.8%
FLU-F32T8(4): B-T8-4-32-IS-SP(1)	616	112.0	110.0	-1.8%
FLU-F34T12(4): B-T12-2-40-MAG(2)	121	144.0	136.5	-5.5%
FLU-F54T5/HO(4): B-T5HO-4-54-PS-RP(1)	957	240.0	231.6	-3.6%
FLU-F96T12(2): B-T12SL-2-75-MAG(1)	176	158.0	159.6	1.0%
HPS-100W-ED-SIM(1): B-HPS-1-100-MAG(1)	103	130.0	120.0	-8.3%
HPS-150W-ED-SIM(1): B-HPS-1-150-MAG(1)	113	188.0	173.9	-8.1%
MH-100W-ED-SIM(1): B-MH-1-100-MAG(1)	51	129.0	119.2	-8.2%
MH-175W-ED-SIM(1): B-MH-1-175-MAG(1)	87	210.0	197.5	-6.3%
MH-250W-ED-SIM(1): B-MH-1-250-MAG(1)	220	295.0	278.0	-6.1%
MH-400W-ED-SIM(1): B-MH-1-400-MAG(1)	40	458.0	421.1	-8.8%
MH-400W-ED-SIM(2): B-MH-1-400-MAG(2)	54	916.0	924.5	0.9%

Table 30: Post-Retrofit Lighting Measurement Comparison

Fixture Type	Quantity	Expected Pre-Retrofit Watts	Measured Pre-Retrofit Watts	% Difference
LED-15W-A-SI(1): NA(0); 15	25	15.0	14.2	-5%
LED-15W-T8L4A-BP(2): B-LED-2-15-DRV(1); 30	260	30.0	29.6	-1%
LED-15W-T8L4A-BP(2): B-LED-2-15-DRV-SP(1); 36	242	36.0	35.9	0%
LED-15W-T8L4A-BP(2): B-LED-4-15-DRV(0.5); 30	110	30.0	29.4	-2%
LED-15W-T8L4A-BP(3): B-LED-3-15-DRV(1); 44	97	44.0	43.8	-1%
LED-15W-T8L4A-BP(3): B-LED-3-15-DRV-SP(1); 54	737	54.0	54.5	1%
LED-15W-T8L4A-BP(4): B-LED-4-15-DRV(1); 60	176	60.0	59.3	-1%
LED-25W-T5L4A-MBP(4): B-T5HO-2-54-PS-RP(2); 100	957	100.0	99.2	-1%
LED-NA-FXT90-NB(1): NA(0); 109	32	109.0	109.0	0%
LED-NA-FXT90-NB(1): NA(0); 19	461	19.0	18.9	-1%
LED-NA-FXT90-NB(1): NA(0); 245	54	245.0	243.3	-1%
LED-NA-FXT90-NB(1): NA(0); 28	87	28.0	27.8	-1%
LED-NA-FXT90-NB(1): NA(0); 56	20	56.0	56.2	0%
LED-NA-FXT90-NB(1): NA(0); 70	144	70.0	69.9	0%
LED-NA-FXT90-NB(2): NA(0); 56	54	56.0	56.0	0%
LED-NA-KIT50-NB(1): B-LED-1-25-DRV(1); 27	22	27.0	26.7	-1%

4.2.5. Traffic Signals

Siemens retrofitted the existing traffic signal light fixtures with more energy- efficient LED lighting fixtures. **Table 31** lists the traffic signal quantities and types installed at Weslaco.

Table 31: Lighting Fixture Types for Traffic Signals

Fixture Type	Quantity
12" red traffic ball	117
12" yellow traffic ball	105
12" green traffic ball	109
12" yellow arrow	27
12" green arrow	27
hand & person countdown 16"	27

Verification of electric energy savings were achieved through a one-time calculation of energy reduction based on manufacturer's specifications of electric demand and industry stipulated hours of operation for each installed fixture type.

Realized Savings for *Traffic Signals* for Annual Period 2 amounted to **\$14,589**, which exceeded the guaranteed Savings of **\$13,859** by **\$729**, or 5% (**Table 32**).

Table 32: Traffic Signals Savings for Annual Period 2

Location	Realized Savings		Guaranteed Savings		Savings Variance
	Electric Energy Savings (kWh)	Total Realized Savings	Electric Energy Savings (kWh)	Total Guaranteed Savings	
City Wide Traffic Signals	152,760	\$14,589	145,122	\$13,859	\$729

4.3. Operational Savings

In addition to energy savings, the Contract provided operational savings benefits to Weslaco. **Table 33** identifies the sources of Operational Savings which were defined, quantified, and agreed-upon by both Siemens and Weslaco for Annual Period 2. It is important to note that Operational Savings are Stipulated Savings and will not be measured or monitored during the Performance Guarantee Period.

Table 33: Operational Savings for Annual Period 2

FIM	Description	Second Annual Period Savings
HVAC Armor	O&M Savings based on extended life of existing equipment and fewer maintenance service calls.	\$901
HVAC Replacements	O&M Savings based on new equipment so City will not need to pay for parts or repairs that are covered under warranty.	\$1,288
Lighting	O&M Savings based on new lights so City will need to pay for material or replacements that are covered under warranty.	\$6,571
Traffic Signals	O&M Savings based on new lights so City will need to pay for material or replacements that are covered under warranty.	\$927
Total		\$9,687

5. Site Inspection Report

Date of Inspection: January 27th, 2021

Customer: City of Weslaco, Texas

Customer Representatives:

- Omar Rodriguez, Parks Director

Siemens Inspector(s):

- Mark Castañeda, Performance Assurance Sr. Client Service Manager

Reason for Trip:

Perform annual inspection of FIM's implemented and meet with the City of Weslaco's Parks Director, Omar to discuss overall performance of the project and identify any issues related to the FIM equipment installed.

Facility Improvement Measure	Option Type	Inspection Note
Water Meters & AMI (Automatic Metering Infrastructure) System	A	Inspect sample of water meters in operation (randomly selected) and spot check of AMI collector equipment
HVAC Armor	A	Inspect sample of HVAC equipment that received HVAC Armor coating
HVAC Replacement	A	Inspect sample of HVAC replacements
Lighting	A	Inspect sample of LED Lighting upgrades for proper installation and operation
Traffic Signals	A	Inspect sample of upgraded Traffic Signals for proper installation and operation

Results of Inspection:

Water Meters & AMI System: Inspected random Neptune water meters in ground that were active and in operation. All water meters inspected appeared to be properly installed and operational as expected. However, there were several meter locations where the meter lids appeared to be damaged. It was unlikely the damaged lids are affecting meter performance and are more of an aesthetics and safety matter. In addition to the damaged or dislodged lids, several meters were found to be buried by dirt and leaves. Below are photos taken during the site inspection. In addition, inspected AMI equipment at collector locations listed below. All AMI equipment inspected appeared to be properly installed and operational as expected.

In addition to the visual inspection, Siemens discussed the Water Meter/AMI FIM with Omar. meters or AMI equipment. Omar did report the City is experiencing issues with meter readings. The City has been in contact with Core and Main and provided various meters for testing and are still unsatisfied with the water meter reading capabilities. I attempted to meet with Mr. Vidal Roman to further discuss the water meter issues however he was not available during the visit. I followed up with a virtual meeting however the City representatives did not accept my invite. If

the City is still having issues, Siemens recommends a discussion be held to discuss the matter and a possible solution.



Figure 3: Typical Neptune Mach 10 (meter was covered by dirt and leaves)



Figure 4: Inspected Meter Lid (lid was damaged around the antenna bracket)



Figure 5: Typical 5/8" Neptune Mach 10 meter (Meter was covered by dirt)



Figure 6: Meter Lid inspected was dislodge upon arrive, antenna was not flush with ground (Corrected after inspection)



Figure 7: Meter Lid inspected, was properly in-place



Figure 8: Meter lid was in good condition



Figure 9: Typical 1" Neptune Mach 10 meter (was covered by dirt)



Figure 10: Typical 5/8" Neptune Mach 10 (Meter was covered by leaves, Meter Lid was partially open)



Figure 11: Damaged Meter Lid (possibly impact around meter antenna)



Figure 12: Typical 5/8" Neptune Mach 10 (Meter was covered by dirt)

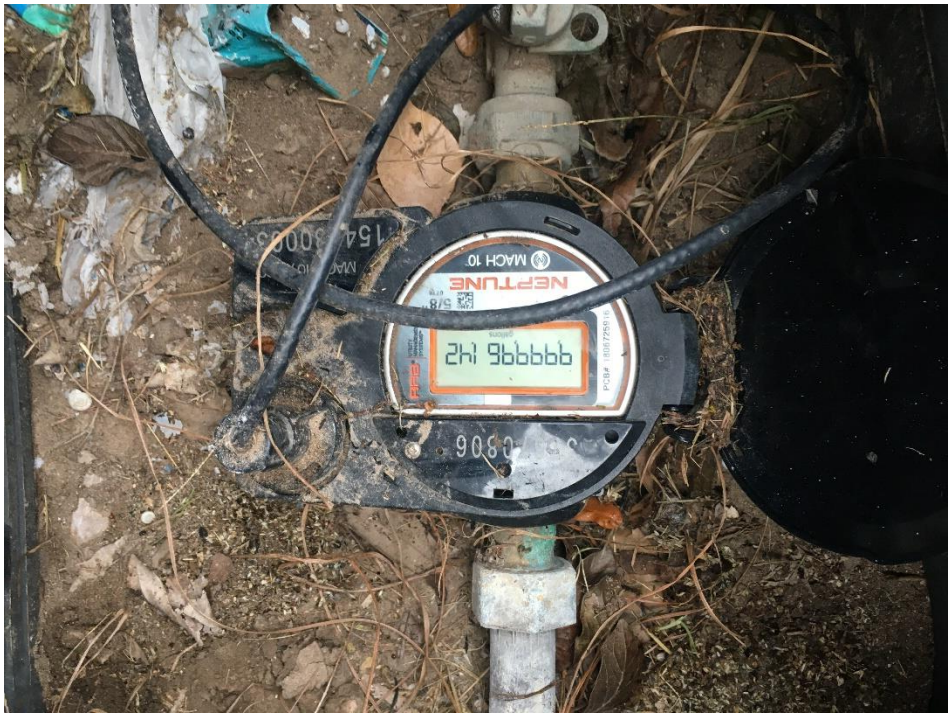


Figure 13: Typical 5/8" Neptune Mach 10



Figure 14: Broken Meter Lid



Figure 15: Typical 5/8" Neptune Mach 10 Water Meter (meter was covered by dirt and leaves) Meter associated with Broken Lid in Figure 12



Figure 16: AMI Collector atop Water Tower

HVAC Armor: Visually inspected Roof Top Units coils at the City Hall that were sprayed with HVAC Armor. Below are photos taken during the site inspection. In addition to the visual inspection of these units, this FIM was further discussed in Year 1 with Omar in response to questions raised by the City. The HVAC Armor was implemented on some HVAC units that were older than 10 years old. Since implementation the City removed and replaced one of the Trane rooftop units at the City Hall. Siemens has revised the guaranteed savings based on the as-builts, and also revised the savings to account for the unit replaced at City Hall as part of Amendment #1. Other than unit at the City Hall, Omar reported no other issues with the HVAC Armor FIM.



Figure 17: Roof Top Unit Coils sprayed with HVAC Armor

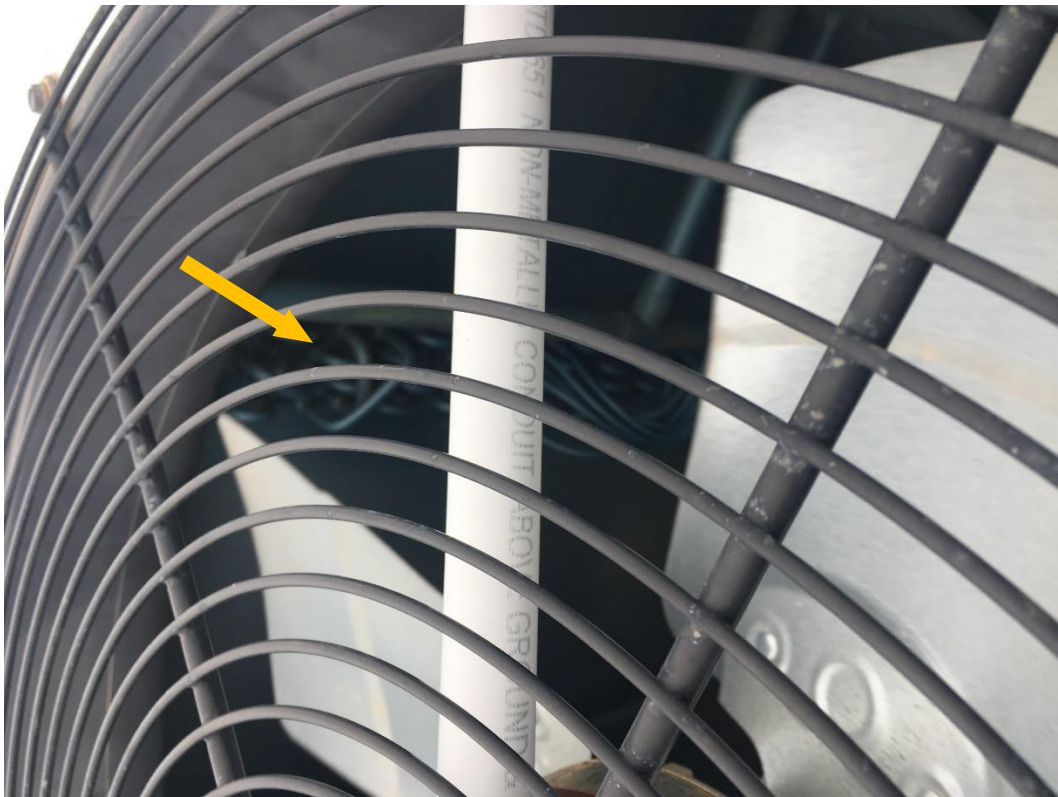


Figure 18: Another angle of Roof Top Unit sprayed with HVAC Armor



Figure 19: HVAC Armor tag on Roof Top Unit at City Hall



Figure 20: HVAC Armor tag on City Hall units

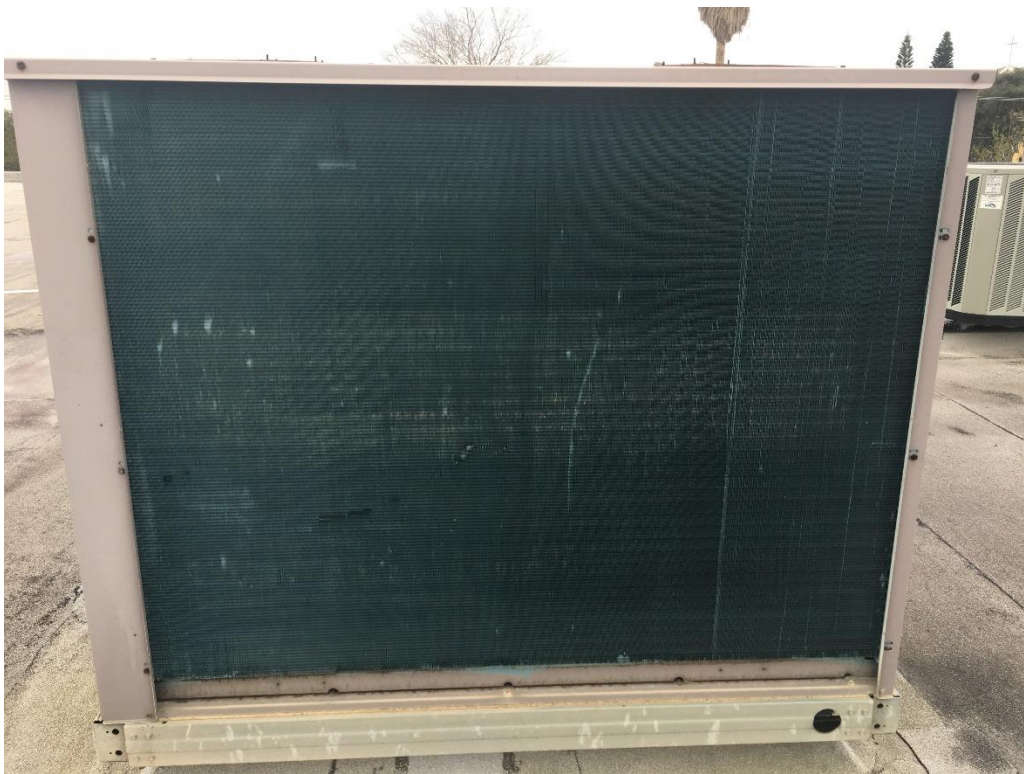


Figure 21: HVAC Armor coating on RTU coils



Figure 22: Additional HVAC Armor tag on City Hall RTU

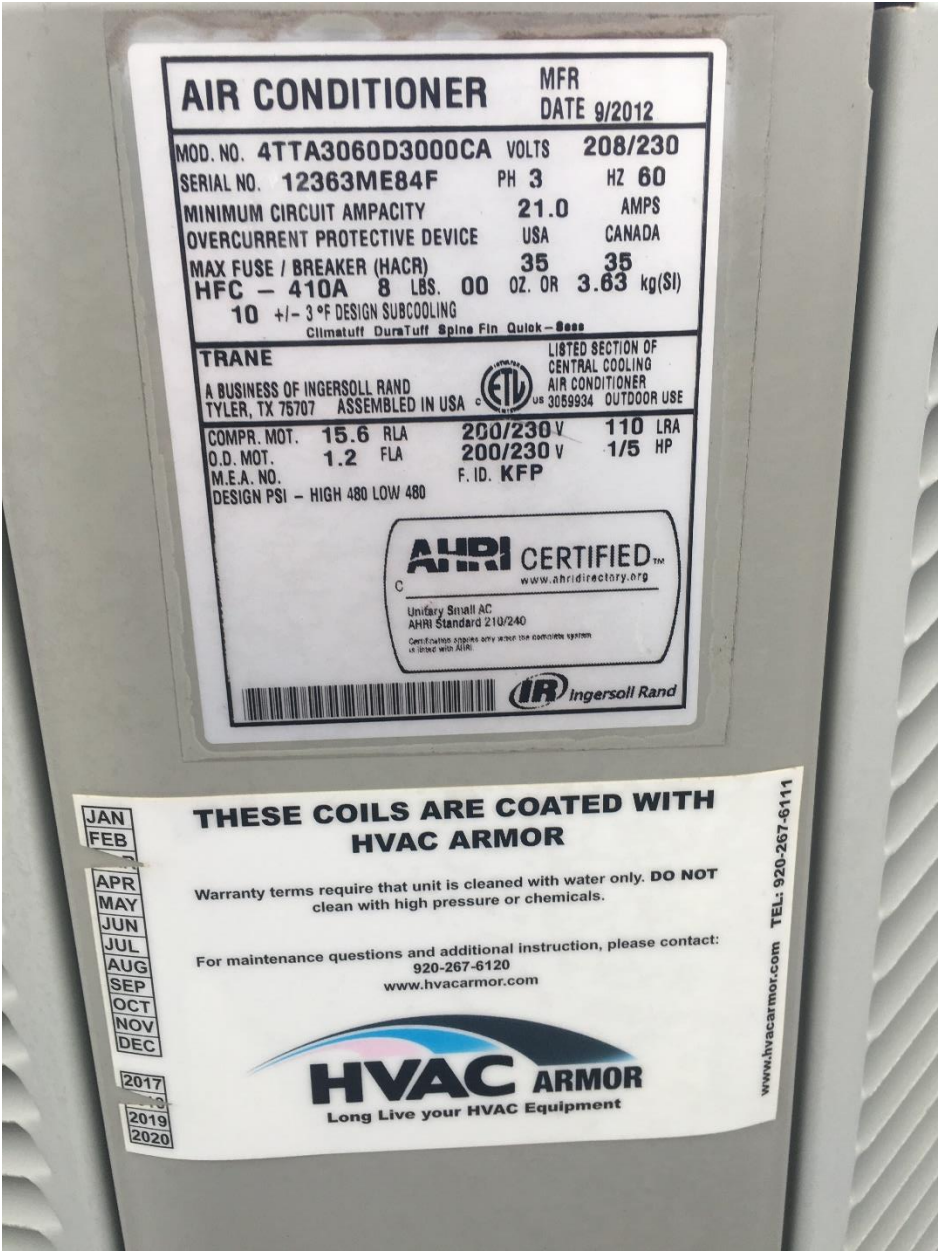


Figure 23: HVAC Armor tag on City Hall RTU

HVAC Replacement Inspected HVAC Replacements at the City Hall, Fire Administration Building, and the Tower Theatre. Below are photos taken during the site inspection. City did not report any issues regarding the HVAC Replacements that were done. Additional units will be inspected in future reporting periods to ensure installation and proper operation is still being done.



Figure 24: Replaced Split-System at Weslaco Tower Theatre (Outdoor)



Figure 25: Replaced Split-System at Weslaco Tower Theatre (Indoor)



Figure 26: Replaced Roof Top Unit at City Hall



Figure 27: Replaced Split-System at PFA Building (Outdoor)

Lighting: Inspected the lighting upgrades that were implemented at the Mayor Joe V. Sanchez Public Library, Mayor Eugene A. Brought Memorial Theater and City Hall. All inspected Lighting equipment appeared to be properly installed and operating. The screw-in LEDs discovered to be inoperable at the Library front desk had been repaired. In addition, there was several lighting fixtures that appeared to have their plastic cover removed, however in Year 2 the City implemented protective sleeves to protect the LED fixtures. There were (4) 2x4 LED Fixtures at the Public Library close to the Elevators that appeared to be burned out. Siemens recommends replacements as soon as possible. Below are photos taken during the site inspection.



Figure 28: 2x2 LED Light Fixture at Public Library



Figure 29: Accent LED Lighting at Public Library

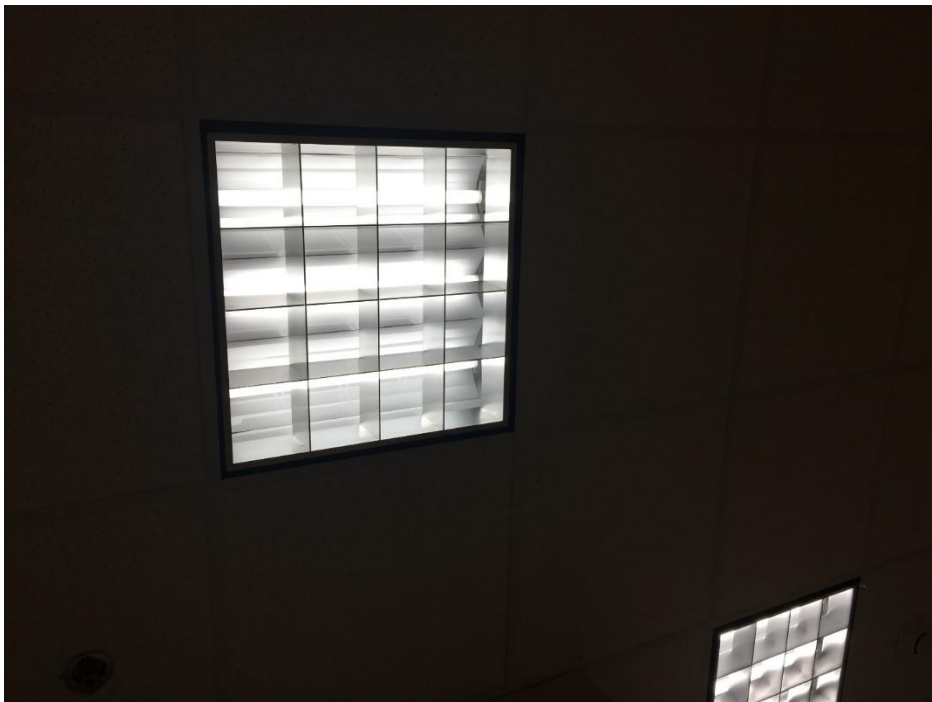


Figure 30: 2x2 LED Lighting Fixture



Figure 31: Screw-In LED Lamp at Public Library



Figure 32: 2x4 LED Light Fixture at Public Library



Figure 33: 2x4 LED Light Fixture at Public Library with Plastic Protective Sleeve



Figure 34: Public Library LED Fixtures with burned out lamps (Elevator Area)



Figure 35: Additional image burned out LED lamps



Figure 36: Image from Year 1 shows in-operable Screw-in LED lamp

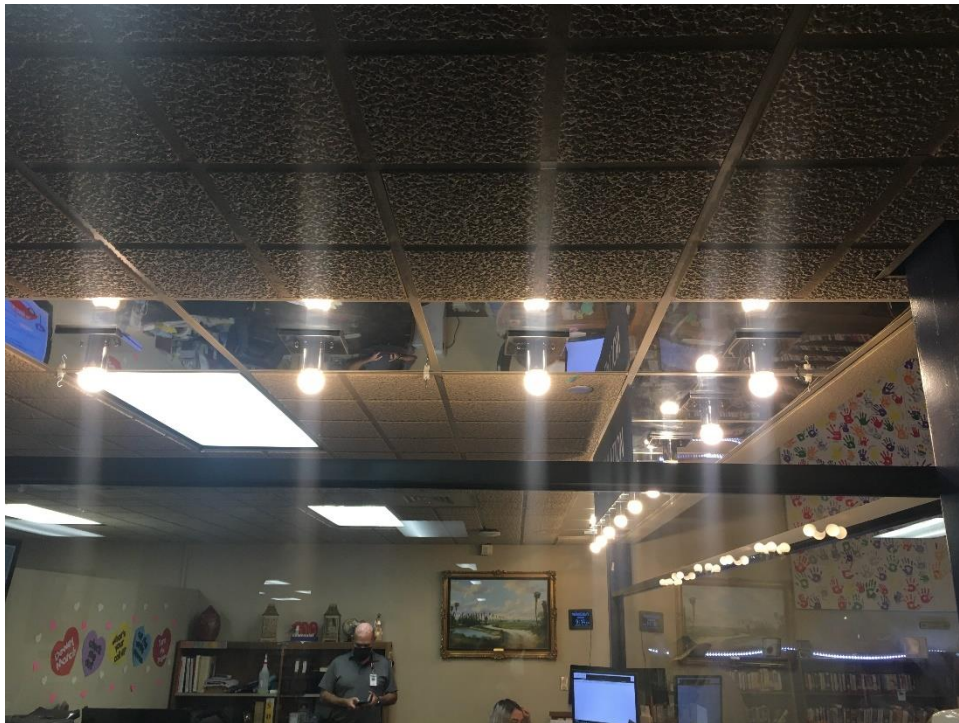


Figure 37: Same fixtures were inspected at Public Library and all fixtures were operable. Relevant to Figure 34



Figure 38: Public Library LED fixtures with Plastic Protective Sleeves

Traffic Signals: Completed random inspection of traffic signals to ensure proper installation and operation. Included inspection of random pedestrian indicator signals as well. No issues were identified or reported for this FIM. Below are photos of traffic signals that were spot checked.



Figure 39: LED Traffic Signal



Figure 40: LED Traffic Signal

City of Weslaco

"The City on the Grow"



INTER-OFFICE MEMORANDUM

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: JULY 14, 2021

TO: Mike R. Perez, City Manager

FROM: Omar Rodriguez, Parks & Recreation - Director 

SUBJECT: SIEMENS PERFORMANCE ASSURANCE SERVICES PROGRAM (PASP)

On November 21, 2017, the City engaged the services of Siemens Industry, Inc., Building Technologies Division to perform facility improvement measures (FIMS) as follows: Water Meter Replacement; Advanced Metering Infrastructure (AMI); HVAC Armor; HVAC Replacement; Lighting Retrofits, and Traffic Signal Retrofits. This work was finalized in January 2019 with the Performance Assurance Program (PASP) beginning February 1, 2019. The PASP are the services required to monitor the operation of the FIMS so that Siemens can provide the Annual Performance Assurance Report.

This report identifies the Savings Excess/(Shortfall) of the Annual Realized Savings against the Guaranteed Annual Savings for the energy performance of the implemented project. As per the Contract, Exhibit B – Table B.2 – Performance Assurance Program Payment Schedule, the City will make payments annually for this service.

In the case of a shortfall, where the Annual Realized Savings are less than the Guaranteed Annual Savings, Siemens would be obligated to pay the difference to the City and if possible, correct a Savings Shortfall through an operational improvement at no cost to City.

Today's report from Siemens will address Annual Period 2: February 1, 2020 – January 31, 2021.

Exhibit B – Payment Schedules
City of Weslaco, Texas

CLIENT: City of Weslaco, Texas

Signature: David Suarez
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.

Signature: Dana Soukup
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, IT, Americas

Signature: Peter Kamps
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

Article 2: Payment for Performance Assurance Services Program (PASP)

Price: As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein. Payments will be made annually during the first month of the PASP term.

Approved By Legal
Marc E. Bouchard

- 2.1 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.2 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.3 **Termination:** See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Year 1	\$ 22,691.00	Year 1 Measurement & Verification
Year 2	\$ 23,372.00	Year 2 Measurement & Verification
Year 3	\$ 24,073.00	Year 3 Measurement & Verification
Year 4	\$ 25,291.00	Year 4 Measurement & Verification
Year 5	\$ 27,352.00	Year 5 Measurement & Verification
Year 6	\$ 29,581.00	Year 6 Measurement & Verification
Year 7	\$ 31,992.00	Year 7 Measurement & Verification
Year 8	\$ 34,600.00	Year 8 Measurement & Verification
Year 9	\$ 39,201.00	Year 9 Measurement & Verification
Year 10	\$ 44,415.00	Year 10 Measurement & Verification
Year 11	\$ 45,748.00	Year 11 Measurement & Verification
Year 12	\$ 49,475.00	Year 12 Measurement & Verification
Year 13	\$ 50,960.00	Year 13 Measurement & Verification
Year 14	\$ 55,113.00	Year 14 Measurement & Verification
Year 15	\$ 62,445.00	Year 15 Measurement & Verification