



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 7, 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, September 7, 2021 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
Proclamation - Larissa Nicole Rodriguez "Jr Miss Regency International 2021"
- E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d). (Staffed by Finance Department.) Attachment.
- B. Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2021-2022 commencing October 1, 2021 and ending on September 30, 2022, pursuant to Local Government Code 102.006. (Staffed by

Finance Department.) Attachment.

IV. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on August 17, 2021 and Special Meeting on August 31, 2021. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2021-30 to rezone 2526 N International Blvd. also being an 8.9 acre tract of land out of farm tract 1056, Block 116, West and Adams Tract 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 August 17, 2021;staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Approval on Ordinance 2021-31 to rezone 3700 E. Sugarcane being a 137-acre tract of land out of farm tract 1056, 1057and 1058, Block 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to I Industrial district and authorize the Mayor to execute any related documents. (First reading held August 17, 2021; staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Approval on Ordinance 2021-32 to rezone 1912 Mile 4 1/2 Road West / N. Bridge Ave. Also being West Tract E347.24'-W629.50'-S118.93', Farm Tract 31, .95 AC GR .88 AC NET, Weslaco, Texas from R-1 One family Dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. (First reading held August 17, 2021; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on amendments and extension from September 7, 2021 to October 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by City Manager.)
- D. Approval on renewal of a Facilities Usage Agreement with South Texas College for use of Harlon Block Parks (Fields), 1020 W. 18th Street and Mayor Pablo G. Pena City Park (Fields), and/or Tennis Courts), 300 North Airport Drive, from August 23, 2021 - August 12, 2022 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.

- E. Approval to declare approximately 120 Christmas Wreaths surplus property, donate to the City of Edcouch and authorize the Mayor to execute any related documents. (Parks and Recreation Department.)
- F. Approval on renewal of Interlocal Agreement(s) with the following entities for Animal Care Services:
 - 1. City Of Alamo
 - 2. City Of Donna
 - 3. City Of Edcouch
 - 4. City Of Elsa
 - 5. City Of La Villa
 - 6. City Of Mercedes
 - 7. City Of Penitas
 - 8. City Of Pharr
 - 9. City Of San Juan
 - 10. Willacy Countyand authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2021-44 appointing a member to the Board of Adjustments & Appeals to the Zoning Ordinance for a term set to expire October 4, 2021 and authorize the Mayor to execute any related documents to Possible action. (Staffed by Planning and Code Enforcement.) Attachment.

VI. OLD BUSINESS

- A. 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; no action August 3 and 17 2021; Staffed by Planning & Code Enforcement Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2021-33, adopting the City of Weslaco's budget appropriations for Fiscal Year 2021-2022 commencing October 1, 2021 and ending September 30, 2022 and authorizing the Mayor to execute any related documents. **ROLL CALL VOTE REQUIRED.** First reading on Ordinance 2021-33. Possible action. (Staffed by the Finance Department.) Attachment.

- B. Discussion and consideration to approve Ordinance 2021-34 , adopting and levying ad valorem tax rate for Fiscal Year 2021-2022 and authorizing the Mayor to execute any related documents. **ROLL CALL VOTE REQUIRED.** First reading of Ordinance 2021-34. Possible action. (Staffed by the Finance Department). Attachment.
- C. Discussion and consideration on acceptance of the American Rescue Plan Act of 2021 funds in the amount of \$5,157,540, authorize expenditures and consider Ordinance 2021-35, a budget amendment and create a Special Projects Fund for appropriations and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-35. Possible action. (Staffed by City Manager.) Attachment.
- D. Discussion and consideration on Resolution 2021-45 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- E. Discussion and consideration to select and award an EMS Billing and Collection contract for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.) Attachment.
- F. Discussion and consideration to approve Resolution 2021-46 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2022-2023 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- G. Discussion and consideration on face mask mandates for city facilities and authorize the Mayor to execute any related documents. (Staffed by City Manager.)
- H. Discussion and consideration on Resolution 2021-47 to support the adoption and approval of the Texas Term Sheet in its entirety regarding the Opioid Settlement in the approximate amount of \$90,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- I. Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2021-2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.) Attachment.
- J. Discussion and consideration on request from the Weslaco Area Chamber of Commerce to hold a monthly Mid-Valley Farmers Market Outdoor event on the last Saturday of each month on South Kansas Ave. from 10AM-2PM and consideration to waive appropriate fees from ordinances associated with the event and authorize the Mayor to execute any related document. Possible action. (Requested by Weslaco Area Chamber of Commerce.) Attachment.
- K. Discussion and consideration of advertisement for Request for Qualifications for Architectural/Engineering Design for the expansion and remodeling of the Mayor Joe

V Sanchez Public Library Complex. Possible action. (Staffed by the Library Department) Attachment.

- L. Discussion and consideration to approve a Memorandum of Agreement to Reimbursement Customs and Border Protection for costs related to providing information technology (IT) equipment and services for the Weslaco Mid Valley Airport in an amount not to exceed \$70,770.00 with annual reoccurring costs of \$14,763.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.
- M. Discussion and consideration on the purchase of a data network storage server with cloud data backup software licenses to protect the city's data for an amount of \$98,376.00 through vendor Insight Public Sector with Texas DIR contract # DIR-TSO-3763 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department). Attachment.
- N. Discussion and consideration on request from the Children's Advocacy Center of Hidalgo and Starr County to rent the first floor office suite located at 111 E. 5th Street and authorize the Mayor to execute any related documents. Possible action. (Parks and Recreation Department.) Attachment.
- O. Discussion and consideration to approve Ordinance 2021-36 repealing Ordinance 1969-09 the City of Weslaco Fire Limits Ordinance for downtown, Codified as Chapter 26, Article II of the Weslaco Code of Ordinances and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-36. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- P. Discussion and consideration to purchase an 8,000 gallon above-ground fuel tank from Buy Board vendor JF Petro Group in the amount not to exceed \$182,245 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- Q. Discussion and consideration to purchase routing software and hardware from HGAC vendor Routeware Inc. for 11 solid waste collection units, in the amount not to exceed \$51,315, plus travel, and a reoccurring monthly fee of \$5,400 a month and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- R. Discussion and consideration to purchase Simplicity Dual High Pressure Wash System equipment for an amount not exceed \$47,286 from HGAC vendor Washing Equipment of Texas Inc., for new solid waste trucks and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- S. Discussion and consideration to purchase Front End Commercial bins from Wastequip Manufacturing Company LLC. in the amount not to exceed \$1,135,877 and authorize

the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

- T. Discussion and consideration to approve bid tabulation for RFB 2020-21-30 Traffic Signal Improvements and award a contract to TRAF-TEX in the amount of \$422,862 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.
- U. Discussion and consideration to approve bid tabulation for RFB 2020-21-31 Sidewalk Improvements and award a contract to La Frontera Special Projects, LLC in the amount of \$102,800 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department). Attachment.

VIII. REPORTS

- A. Report by Engineering Department - Pleasantview Project
- B. Report by Siemens: Year 2 Annual Performance Assurance.
- C. Report by Parks and Recreation
- D. Report by Public Works.
- E. Report by Emergency Management - COVID 19

IX. 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. 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.
- C. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- E. 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.
- F. Legal Consultation - Consultation with City Attorney regarding redistricting for the City of Weslaco as authorized by section §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with City Attorney regarding the Conditional Use Permit for Sr Mostacho located at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County as authorized by section §551.071 of the Texas Government Code.
- H. Legal Consultation - Consultation with City Attorney regarding Economic Development Corporation of Weslaco versus Sunil Wadhwani, Nolana Self-Storage LLC, Harjinder Singh, Gerardo Tafolla, Ricardo Quintanilla and Leo Lopez Cause No. C-0295-20-L as authorized by section §551.071 of the Texas Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. 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 3rd day of September 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:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4402	
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/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Bacilio Castillo from Pave the Way Church will lead the invocation. C. Mayor will lead the Pledge of Allegiance; Mayor Pro-Tem may lead the 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4583
From:		
Subject: Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d). (Staffed by Finance Department.)		
Background: The City Commission was presented with an Updated No-New-Revenue and Voter-Approval tax rate at the meeting of August 17, 2021. A proposed rate of .6967 per \$100 valuation was presented and approved by the Commission present at the meeting. One commission was absent and did not vote.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission: The rate was approved at a meeting on August 17, 2021.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: A notice for the public hearing was published in the Advance News Journal on August 25, 2021, as well as posted on the City's website.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU VIDAL ROMAN Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Solicit public comments.		
Staff Recommendation: Staff recommends conducting public hearings and receiving input from the public.		
Attachments, if any: 2021 Tax Rate Public Hearing Memo, Tax Rate Notice for 2021		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

Date: September 7, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Public Hearing on Tax Rate

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

Please note that County of Hidalgo tax office advised us that the Voter-Approval Rate was modified to .7089 from the initial presentation of .6952. This has no impact on the rate approval since we will be proposing to adopt a rate lower than the limit that would require voting on the tax rate.

The proposed tax rate of .6967 per \$100 valuation has been published in the Advance News Journal on Wednesday, August 25, 2021 and posted on the City's Website.

Staff recommend acceptance of this documents.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.696700 per \$100 valuation has been proposed by the governing body of City of Weslaco.

PROPOSED TAX RATE	\$0.696700 per \$100
NO-NEW-REVENUE TAX RATE	\$0.680404 per \$100
VOTER-APPROVAL TAX RATE	\$0.708985 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Weslaco from the same properties in both the 2020 tax year and the 2021 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Weslaco is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 7, 2021 AT 5:30pm AT City of Weslaco City Hall, 255 S. Kansas, Weslaco, TX 78596.

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

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

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor David Suarez	Mayor Pro Tem, District 1 Leo Munoz
	District 2 Greg Kerr	District 4 Adrian Farias
	District 5 Leticia Lopez	District 6 Josh Pedraza

AGAINST the proposal:

PRESENT and not voting:

ABSENT: District 3 Jose "JP" Rodriguez

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

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

	2020	2021	Change
Total tax rate (per \$100 of value)	\$0.696700	\$0.696700	increase of \$0.000000, or 0.00%
Average homestead taxable value	\$107,123	\$117,810	increase of \$10,687, or 9.98%
Tax on average homestead	\$746.33	\$820.78	increase of \$74.45, or 9.98%
Total tax levy on all properties	\$13,199,052	\$13,831,795	increase of \$632,743, or 4.79%

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



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4584
From:		
Subject: Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2021-2022 commencing October 1, 2021 and ending on September 30, 2022, pursuant to Local Government Code 102.006. (Staffed by Finance Department.)		
Background: In compliance with the Local Government Code, the city has to hold a public hearing to solicit input from the public as per LGC 102.006.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Publication of the Notice of Public Hearing was done in the Advance News Journal on August 25, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU VIDAL ROMAN Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Solicit public comments.		
Staff Recommendation: Staff recommend holding public hearing.		
Attachments, if any: Budget Public Hearing Publication Memo, Budget Public Hearing Publication Notice		
Responsibilities upon Approval: Adopt the budget		

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: September 7, 2021

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Public Hearing on Proposed FY 21-22 Budget

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

Furthermore, Sec.102.0065 '(c) specifies that a public notice of date, time and location of the hearing must be provided. The City has complied with this by posting a notice at City Hall and publishing it in the Advance News Journal on Wednesday, August 25, 2021 as well on the city's

City of Weslaco

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Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

NOTICE OF PUBLIC HEARING

The City of Weslaco will hold a Public Hearing on Tuesday, September 7th, 2021 at 5:30 p.m. for the purpose of receiving public comments on the Fiscal Year 2021-2022 Proposed Budget.

The hearing will be held at the Legislative Chambers of City Hall located on 255 S. Kansas Avenue, Weslaco, Texas 78596.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$632,743 which is a 4.79% increase from last year's budget, and of that amount \$333,463 is tax revenue to be raised from new property added to the tax roll this year. The proposed budget is available for inspection at the office of the City Secretary. Interested citizens are invited to participate and may make oral or written comments.

Persons unable to participate in this meeting may submit their views and proposals via email to Mr. Mike R. Perez, City Manager, at mrperez@weslacotx.gov and/or Norma A. Cantu, City Secretary at nacantu@weslacotx.gov. Persons with disabilities who require auxiliary aids or service for this meeting should contact City Hall (956)968-3181 at least two days before the meeting so that appropriate arrangements can be made.



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4407
From:		
Subject: Approval of the Minutes of the Regular Meeting on August 17, 2021 and Special Meeting on August 31, 2021. (Staffed by City Secretary Department.) Attachment.		
Background: Record of commission action of the regular meeting on August 17, 2021 and the special meeting on August 31, 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/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approval.		
Attachments, if any: 21-08-17 minutes , 21-08-31 minutes		
Responsibilities upon Approval: Execute and retain.		



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
AUGUST 17, 2021**

On Tuesday, August 17, 2021, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

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

Also present: Vidal Roman, Finance Director, Antonio "Tony" Lopez, Fire Chief, Eddie Gil, IT Department, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Albert Aldana, City Engineer, Martin Vela, IT Director, David Arce, Deputy Public Works Director, Rosa Badillo, Municipal Court, George Quilantan, Inframark and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, August 13, 2021.

B. Invocation.

Father Pedro Hernandez, San Martin De Porres Catholic Church led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

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

II. PUBLIC COMMENTS

None.

III. PUBLIC HEARING

Commissioner Kerr, seconded by Commissioner Pedraza moved to open the public hearing at 5:38 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of SAMES, Inc. to rezone 2526 N. International Blvd. Also being an 8.9-acre tract of land out of farm tract 1056, Block 116, West and Adams Tract

Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to B-2 secondary and highway business district.

None.

B. To solicit input on behalf of SAMES, Inc. to rezone 3700 E Sugarcane. Also being a 137-acre tract of land out of farm tract 1056, 1057 and 1058, Block 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to I Industrial district.

None.

C. To solicit input on behalf of Saltillo Developers LLC. to rezone 1912 Mile 4 1/2 Road West / N. Bridge Ave. Also being West Tract E347.24'-W629.50'-S118.93', Farm Tract 31, .95 AC GR .88 AC NET, Weslaco, Texas R-1 One family Dwelling district to B-1 Neighborhood business district.

None.

D. To solicit input on behalf of Roberto Saenz to approve a Conditional Use Permit to obtain an On-Premises Retail Dealer's Wine and Beer Retailer's permit at 915 E. IH 2 Suite 100. Also being Lot 1, Lowe's of Weslaco, Weslaco, Hidalgo County, Texas.

None.

E. To solicit input on behalf of Esteban Estevane to approve a Conditional Use Permit to obtain an On-Premises Retail Dealer's Wine and Beer Retailer's permit, and Food and Beverage Certificate at 1605 N. Texas. Also being Lot 10 0.75 acres, Frost Proof Heights, Weslaco, Hidalgo County, Texas.

None.

Mayor Pro Tem Muñoz, seconded by Commissioner Kerr moved to close the public hearing at 5:39 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 August 3, 2021 (Staffed by City Secretary Department.)

B. Approval on the continuation of the interlocal agreement with Weslaco Independent School District for eight (8) law enforcement officers to serve as school resource security officers (SRO), to be reimbursed in the amount of \$395,000 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Approval to authorize staff to apply for the Bureau of Justice Assistance (BJA) FY21 Collaborative Crisis Response Training Program for an amount not to exceed \$150,000 with no MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval on renewal of Lease of Harlon Block Sports Complex Athletic facilities by the Mid-Valley Soccer Association for youth soccer practices and league play and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

E. Approval to authorize staff to solicit bids for the temporary construction of a fence to be installed at Mayor Pablo Pena City Park for construction of a Stormwater Regional Detention

Facility and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

Mayor Suarez requested item D be withheld.

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

D. Approval on renewal of Lease of Harlon Block Sports Complex Athletic facilities by the Mid-Valley Soccer Association for youth soccer practices and league play and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

Commissioner Kerr seconded by Mayor Pro Tem Muñoz moved to approve.

Commissioner Farias stated he has received concerns from the community that leagues were not abiding by schedules, parks being dominated by the leagues and charging a fee asking staff look into how the leagues are using the parks. Mayor Suarez also did not agree with fees being charged and has raised this concern in the past and stated he gets complaints of restrooms not being available.

Omar Rodriguez, Parks and Recreation Director, stated staff along with the Parks Advisory Board, will meet with the leagues and bring attention to them the concerns and stress designated park space be used as approved according to the schedule. Mayor Suarez voiced the concern that fees being charged has been ongoing and questioned it and the restrooms not being open and/or available because the leagues are limiting the access to them. Omar Rodriguez stated the agreements do not prohibit the charging of fees and would need to have that implied in the agreements stating tournaments normally charge to help offset costs of the tournament.

The City Manager recommended approval of the request and allow staff to meet with the leagues and modify the lease agreements to address the concerns.

The original motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. 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; no action August 3 and 17, 2021; Staffed by Planning & Code Enforcement Department.)

Mayor Pro Tem Muñoz seconded by Commissioner Kerr moved to discuss.

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated a three-fourths vote is required; last meeting no action taken as a full quorum was not present.

The City Manager addressed the applicant advising him a super majority needed and action can be considered today if he so wished. Applicant requested no action.

No action.

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of SAMES, Inc. on Ordinance 2021-30 to rezone 2526 N International Blvd. Also being an 8.9-acre tract of land out of farm tract 1056, Block 116, West and Adams Tract 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 2021-30. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated three property owners were notified and no objection received: applicant proposing a commercial plaza at the proposed Weslaco Mid Valley Industrial Park. The Planning & Zoning Commission and staff recommended approval based on the 2040 Future Land Use Map.

Commissioner Kerr seconded by Commissioner Lopez moved to approve Ordinance 2021-30 to rezone 2526 N. International Blvd as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of SAMES, Inc. on Ordinance 2021-31 to rezone 3700 E. Sugarcane being a 137-acre tract of land out of farm tract 1056, 1057 and 1058, Block 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to I Industrial district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-31. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated sixty property owners were notified and no objection received: applicant proposing, and Industrial Park and proposed use will conform to the surrounding area. The Planning & Zoning Commission and staff recommended approval based on the 2040 Future Land Use Map.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Ordinance 2021-31 to rezone 3700 E. Sugarcane as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Saltillo Developers LLC. on Ordinance 2021-32 to rezone 1912 Mile 4 1/2 Road West / N. Bridge Ave. Also being West Tract E347.24'-W629.50'-S118.93', Farm Tract 31, .95 AC GR .88 AC NET, Weslaco, Texas from R-1 One family Dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-32. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated five property owners were notified and no objection received: applicant proposing commercial use that will conform to the surrounding area. The Planning & Zoning Commission and staff recommended approval based on the 2040 Future Land Use Map.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Ordinance 2021-32 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Roberto Saenz to approve a Conditional Use Permit to obtain an On-Premises Retail Dealer's Wine and Beer Retailer's permit at 915 E IH 2 suite 100. Also being Lot 1, Lowe's of Weslaco, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated seven property owners were notified and no objection received. Staff stated this was the new Wing Barn located in front of Lowe's. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Commissioner Farias seconded by Commissioner Lopez moved to approve Conditional Use Permit to obtain on-premise alcohol permit at 915 E. IH 2 Suite 100 being Lot 1 Lowe's of Weslaco as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of Esteban Estevane to approve a Conditional Use Permit to obtain an On-Premises Retail Dealer's Wine and Beer Retailer's permit, and Food and Beverage Certificate at 1605 N. Texas. Also being Lot 10 0.75 acres, Frost Proof Heights, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

F.

Rebekah de la Fuente stated twenty-seven property owners notified and no objection received; is an existing taqueria with primary use of location being a restaurant. The Planning & Zoning Commission and staff recommended approval of the conditional use permit

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Conditional Use Permit to obtain on-premises alcohol permit at 1605 N. Texas being Lot 10 0.75 acres Frost Proof Heights as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Final Plat for South Point Subdivision– being a resubdivision of 12.889 acres being all of lot 2 VBMH Subdivision, and out of Farm Tract 133, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on between N Westgate Dr. and Border Ave. East Expressway 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed seven (7) lot subdivision inside city limits; serviced with water and sewer by the City; no variances being requested and noted a new connector road proposed between Frontage Road and W. Pike Blvd. The Planning and Zoning Commission and staff recommended approval of the final plat.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve Final Plat for South Point Subdivision being re-subdivision of 12.889 acres all of Lot 2 VBMH Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the Final Plat for Pecan Grove No.3 Subdivision– being a 4.73-acre tract out of Farm Tract 1046, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on East of Pecan Grove No.2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed seventeen (17) lot subdivision; located inside the City that is being serviced with water and sewer by the City; applicant requested a variance for off-site drainage and received letters of support from the Drainage and Irrigation Districts for off-site drainage. The Planning and Zoning Commission recommended approval with the variance, staff recommended approval and compliance with the ordinance for the variance request.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Final Plat for Pecan Grove No. 3 Subdivision being 4.73-acre tract out of Farm tract 1046 West and Adams Tract Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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

Rebekah de la Fuente stated this would be the third six-month extension to the final plat; a final walk-thru on August 2, 2021 had minor comments that need to be addressed. The Planning and Zoning Commission recommended a three-month extension; staff recommended six-months.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve a six-month extension for the Final Plat for San Jacinto Estates No. 10 Phase II Subdivision being 13.49-acre tract of land out of Farm Tract 94 West & Adams Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration for six-month extension for the Final Plat for San Pedro Estates Subdivision – being 20-acre tract of land out of Farm Tract 647, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 2,964 ft. North of the Intersection of 18th and Milanos Rd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this would be the third six-month extension to the final plat; a final walk-thru on August 2, 2021 had minor comments that need to be addressed. Staff is overseeing the installation of city utilities with more time needed. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Muñoz seconded by Commissioner Kerr moved to approve a six-month extension for the Final Plat San Pedro Estate Subdivision being 20-acre tract of land out of Farm Tract 647, West & Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on Valiant Energy Consulting Agreement to provide services for the procurement of electricity services and all issues related to electricity and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Mike R. Perez, City Manager, stated the current contract for electricity will expire December 2021 and recommended approval for Valiant Energy to assist in procurement of services for electricity stating an average fee is 3-4% of payment towards consulting fees that could total \$150,000 for a five-year contract. Staff recommended approval on proposal from Valiant Energy for \$12,000 a year contract.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Valiant Energy Consulting Agreement as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration on the contract with SWG relating to water interconnect with the City of Donna and application with Texas Water Development Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Commissioner Kerr abstained from vote.

The City Manager stated this project involved the sale of water to the City of Donna and has been developing and in discussions for the past three years known as the Inter-Connect with Donna for Water. Sigler Winston & Greenwood was hired by Donna to do the project and Donna has since terminated the contract. Staff recommended to contract with Sigler Winston & Greenwood to allow the project to move forward as the plans are 95% percent complete and the Texas Water Development Board is considering the project in October. The cost is \$83,000 advising there is an interlocal agreement with Donna related to the project that allows collection of half of the cost of engineering and construction. Staff recommended approval.

In response to Commissioner Kerr, the agreement would be between the City of Weslaco and SWG; in response to Mayor Pro Tem Muñoz no monies have been paid to SWG.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve contract with SWG on water interconnect with City of Donna and application with TWDB as presented. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

L. Discussion and consideration on Resolution 2021-41 authorizing the proposed resale of Foreclosed Real Estate Properties Pursuant to Texas Property Tax Code Section 34.05 (a), (c) and 9(d) and authorize the Mayor to execute the tax resale deeds and any related documents, Possible action. (Requested by the Delinquent Tax Attorneys)

Thelma Banduch, Perdue, Brandon, Fielder Collins & Mott LLC, stated seven properties were acquired by the city because of tax foreclosures; requested the city approve the resale of the properties; stated the tax resale will be October 5, 2021 that is done at a public auction for all foreclosures and will be held on the West side of the tax offices on Canton and Closner.

The City Manager requested the sale of Property #3 be excluded stating this property was next to Mayor Pablo Peña City Park and wished to discuss further and evaluate if it would benefit the city.

Commissioner Pedraza seconded by Commissioner Farias moved to approve Resolution 2021-41 authorizing the resale of Foreclosed Real Estate Properties excluding property 3 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to accept the UPDATED calculation of the No-New-Revenue and Voter-Approval tax rates for 2021 tax year by the Hidalgo County Tax Assessor-Collector Pablo Villarreal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department)

Vidal Roman, Finance Director, stated at the last meeting the commission discussed and accepted the County of Hidalgo Certified tax roll numbers presented for No-New-Revenue at .662324 and Voter Approval rate at .695263; updated calculations and benchmarks for the city for No-New-Revenue is \$0.6804 per \$100, the Voter Approval Rate at \$0.7089 per \$100. Staff recommended approval of the updated calculations and benchmark noting the tax rate would remain the same as last year.

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to accept the UPDATED calculation of the No New Revenue and Voter Approval Tax rates for 2021 tax year as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to approve Resolution 2021-42 proposing an ad valorem tax rate and setting dates on which the Commission will hold a public hearing, and a date to adopt the 2021-2022 ad valorem tax rate and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. Possible action. (Staffed by Finance Department.)

Vidal Roman stated the Resolution proposes the tax rate of \$0.6967 per \$100 valuation; sets the public hearing be held September 7, 2021 and adopt the FY 2020-2021 ad valorem tax rate. Staff recommended approval stating roll call vote required.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Resolution 2021-42 proposing ad valorem tax rate \$0.6967, a public hearing and adoption of tax rate be held September 7, 2021 as presented. By roll call vote, the motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to approve the purchase of two 2022 ambulance remounts from HGAC Contract # AM10-20 vendor Southwest Ambulance Sales in an amount not to exceed \$225,800 under the Fire Department Apparatus Replacement Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.

Antonio Lopez, Fire Chief, recommended to approve the purchase of two ambulance remounts from vendor Southwest Ambulance Sales under HGAC Contract #AM10-20 noting cost is under budget and available under the Apparatus Replacement Program 2021-2022 budget schedule.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the purchase of two ambulance remounts from HGAC Contract #AM10-20 Southwest Ambulance Sales in the amount not to exceed \$225,800 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to authorize work by Hidalgo Cameron Counties Irrigation District 9 for installation of approximately 1,600 feet of irrigation line at Judge Gilbert Garza Park in an amount not to exceed \$43,314 and authorize the Mayor to execute any related documents.

Possible action. (Staffed by Parks & Recreation Department).

Omar Rodriguez, Parks and Recreation Director, stated a main water source for Judge Gilbert Garza Park will be from the irrigation districts and recommended approval for installation of approximately 1,600 feet of irrigation line to the irrigation pond located at said park.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve and authorize work by Hidalgo Cameron Irrigation District 9 for installation of approximately 1,600 feet of irrigation line at Judge Gilbert Garza Park not to exceed \$43,314 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration on Change Order #3 Weslaco North Side Sports Complex requesting an increase of 8 days to contract time for time lost in June due to rain and authorize the Mayor to execute any related. Possible action. (Staffed by Parks and Recreation.)

Omar Rodriguez recommended approval stating the contractor requested an increase of 8 days to contract time because of rain delays and noted there is no cost increase to the contract.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve Change Order #3 Weslaco North Side Sports Complex an increase of 8 days to contract time as presented. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to approve renewal rates submitted for worker's compensation insurance provided by Montalvo Insurance for fiscal year October 01, 2021 through October 01, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Farias abstained from vote and discussion.

Luz Galindo, Human Resources Director, introduced Ramon Montalvo.

Ramon Montalvo, Montalvo Insurance Agency stated renewal would be Texas Mutual Company; city is in an in-network program that offers savings, but city can opt for an out of network program; negotiated a renewal rate of \$251,770 that is an increase from last years but still offers a savings. He noted although dividends are not guaranteed and if received would be 3-4 months after expiration of current policy stating it is favorable the city will receive as workers compensation losses are low.

The City Manager recommended approval stating monies are budgeted.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve renewal rates for workers compensation insurance with Texas Mutual Company as provided by Montalvo Insurance for FY 10/1/21 – 10/1/22 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

S. Discussion and consideration to provide in-kind participation for the costs of paving 80 linear feet of 32' Back-to-Back roadway for Spanish Oak Dr on Pecan Grove 3 Subdivision and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the developer for Pecan Grove Phase 3 approached the City about sharing the costs to construct the 80-foot-long missing roadway that would provide connectivity to the proposed Phase 3 project. Staff proposed to assist in the form of paying for the materials required for the paving of the roadway estimated at \$5,000. Staff recommended approval.

In response to Mayor Pro Tem Muñoz, staff stated when Shady Grove Trail was constructed for Pecan Grove Phase 2 Subdivision, the roadway was not constructed to the limits of Phase 2 leaving 80 feet not paved and the City should of at that time had the developer pave it.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve in-kind participation for cost of paving 80 linear feet of 32" back-to-back roadway for Spanish Oak Dr. on Pecan Grove 3 Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

T. Discussion and consideration to send notice of contract termination with Republic Services of Rio Grande Valley for Solid Waste Collection and Disposal Services effective September 1, 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Deputy Public Works Director, stated January 1, 2022 the solid waste program will be back in house and recommended approval to officially serve notice of non-renewal of the contract to Republic Services.

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to approve notice of contract termination with Republic Services of Rio Grande Valley for Solid Waste Collection and Disposal Services effect September 1, 2021 as presented. The motion carried unanimously; Mayor was present and voting.

VII. EXECUTIVE SESSION

At 6:25 p.m. Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:04 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. 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.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez move to approve a two-year Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.

No action.

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

No action.

H. Legal Consultation - Consultation with City Attorney regarding Economic Development Corporation of Weslaco versus Sunil Wadhwani, Nolana Self-Storage LLC, Harjinder Singh, Gerardo Tafolla, Ricardo Quintanilla and Leo Lopez Cause No. C-0295-20-L as authorized by section §551.071 of the Texas Government Code.

No action.

IX. ADJOURNMENT

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to adjourn the meeting of August 17, 2021 at 8:05 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY



**MINUTES
WESLACO CITY COMMISSION
SPECIAL MEETING
TUESDAY, AUGUST 31, 2021**

On this 31st day of August 2021 at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting via Zoom.

Mayor Suarez called the meeting to order. The following city officials were present, a quorum was established, and the following proceedings were held.

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

Also present: Vidal Roman, Finance Director, Aida Vega, Deputy City Secretary, Gus Ramirez, Interim Assistant Fire Chief, Martin Vela, IT Director and Juan Salas, IT Department.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, August 27, 2021.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

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

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

A. Discussion and consideration on Resolution 2021-43 to create an Emergency Communication District/911 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Mike R. Perez, City Manager, introduced Jim Darling.

Jim Darling stated a fifty cents fee is charged to every phone bill to pay for 911 services; these monies remitted to the State that controls and manages these funds then allocate and distribute at their discretion to entities; advantageous in becoming a Emergency Communication District/911 is monies are received directly as collected and allows long range planning for future capital equipment for the dispatch centers; sixteen (16) cities in Hidalgo and Willacy County agreeing to create the ECD District; the district would be managed by a Board of Managers consisting of local elected officials from the cities with the LRGVDC as the fiscal agent and requested favorable consideration in approving the resolution of support in creating this district.

Manny Cruz, Executive Director LRGVDC, thanked the commission and staff for considering the request; recognized Hector Chapa, Assistant Director of ECOMMS/911

The City Manager recommended approval.

For the record following is the resolution.

A RESOLUTION AUTHORIZING THE CREATION OF THE RIO GRANDE VALLEY REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, the act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission; and

WHEREAS, as of May 25, 1989, the City of WESLACO exclusively receives 9-1-1 system services operated through the Council of Governments, a regional planning commission.

PASSED AND APPROVED on this 31st day of August 2021.

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

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

Commissioner Farias, seconded by Commissioner Kerr moved to adjourn at 5:50 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

MAYOR, David Suarez

Norma A. Cantu, CITY SECRETARY



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4588
From: REBEKAH DE LA FUENTE		
Subject: Approval on Ordinance 2021-30 to rezone 2526 N International Blvd. also being an 8.9 acre tract of land out of farm tract 1056, Block 116, West and Adams Tract 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 August 17, 2021;staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone R-1 One family Dwelling district to B-2 secondary and highway business district. Three (3) property owners within 200 feet of the applicant's property were notified by letter on July 30, 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 City Commission appeared in The Monitor on July 26, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of August 11, 2021		
ADELAIDA VEGA JOSE PEDRAZA REBEKAH DE LA FUENTE Mike Perez	Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval based on the 2040 Future Land Use Map.		
Attachments, if any:		

Rezone-2526 N Int'l Memo, 2526 N INT'L BLVD- ATTACHMENTS, 2526 N International Blvd- Aerial, O2021-30 rezone 2526 N Intl

Responsibilities upon Approval:

Staff will notify applicants.

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- 2526 N International Blvd

DATE: August 11, 2021

The property owner is proposing a commercial plaza at the proposed. This development is part of the future Weslaco Mid Valley Industrial Park. The 2040 Land Use Map has identified FM 1015/ International Blvd as a commercial corridor and proposed use will conform to the surrounding neighborhood. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the 2040 Future Land Use Map.

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

FILE NO. RZNE-000094-2021
RZNE

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 8.9 acre tract of land out of Farm tract 1056 Block 116

Subdivision Name West and Adams Tract Subdivision

Street Address no address (At intersection of 2526 N Int'l Blvd)

Existing Zoning Agriculture Existing Land Use Agriculture

Proposed Zoning B-2 Proposed Land Use Commercial

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

APPLICANT

Name SAMES, Inc. Phone 956-702-8880

Address 200 S. 10th St. Ste 1500 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: nlopez@samengineering-surveying.com

OWNER

Name Weslaco Economic Development Phone 956-969-0838

Address 275 S. Kansas Ave. Ste A Fax: _____

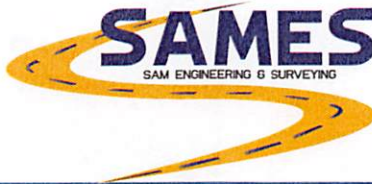
City Weslaco State TX Zip Code 78596 E-Mail: SValdez@weslacoedc.com

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

Signature _____ Date _____
Owner

Signature _____ Date _____
Applicant

Signature Nadine J. Lopez, P.E. Date 7/13/21
Authorized Agent



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00 Architectural Firm Reg # BR 4166
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

July 13, 2021

Rebekah De La Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Re: Re-zoning Request

To Whom it May Concern,

As the authorized agent of the Weslaco Economic Development Center (owner of properties list below), We would like the City of Weslaco to consider our request for rezoning. The property in question is located at the Northeast corner of intersection of Mile 9 & FM 1015 (property ID 108459). The size of the tract in total is 37.06 acres gross and only 8.9 acres gross of this tract along FM 1015 is being requested to be zoned "B-2" for Commercial use (300 x 1250). The property is currently undeveloped and zoned under agriculture. Please see attached exhibit included with this letter to show boundary lines for the Commercial Area. Should have any questions please feel free to reach us at the number provided below.

Sincerely,



Nadia Lopez, P.E.
Project Manager
SAMES, Inc.
956-702-8880



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

June 18, 2021

Samuel D. Maldonado, P.E., R.P.L.S.
Principal
SAMES, Inc.
200 S 10th St Suite 1500
McAllen, TX 78501

Re: Weslaco Industrial Park Development

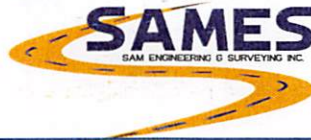
Mr. Maldonado,

I, Steven M. Valdez on behalf of the Weslaco Economic Development Commission, hereby authorize SAMES, Inc. to represent and act on behalf of the Weslaco Economic Development Commission in all matters related to the development of this project located at the Northeast corner of FM 1015 and Mile 9 Rd N (H.C.A.D. Property Number's 108458, 108460, 1240512, 1240511)

Sincerely,

Steven M. Valdez
Executive Director
Weslaco Economic Development Commission

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

EXHIBIT

METES & BOUNDS DESCRIPTION

**A 8.9 ACRE (388,750.00 SQ. FT.) GROSS, TRACT OF LAND OUT OF
FARM TRACTS 1056, BLOCK 116, WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN
VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

A 8.9 ACRE (388,750.00 SQ. FT.), TRACT OF LAND OUT OF A 37.06 ACRE, TRACT OF LAND OUT OF FARM TRACT 1056, WEST AND ADAMS SUBDIVISION, THEREOF CONVEYED TO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 3223370, OFFICIAL RECORDS OF 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 1040, 1041, AND 1056, OF SAID WEST AND ADAMS TRACT SUBDIVISION, AND MID-VALLEY INDUSTRIAL PARK #8 AS RECORDED IN INSTRUMENT NUMBER 2012973, HIDALGO COUNTY MAP RECORDS, AND BEING AT THE INTERSECTION OF MILE 9 NORTH (HAVING A 60.0' RIGHT OF WAY) AND F.M. 1015 (MILE 3 ROAD WEST HAVING A 120.0' RIGHT OF WAY), **THENCE;** NORTH 01°09'51" WEST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND OF SAID MID-VALLEY INDUSTRIAL PARK #8 AND THE CENTERLINE OF F.M. 1015, A DISTANCE OF 20.00 FEET, TO A POINT ON THE CENTERLINE OF F.M. 1015 (MILE 3 ROAD WEST), **THENCE;** NORTH 88°50'09" EAST, 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 SAID MILE 9 ROAD, BEING THE **POINT OF BEGINNING**, HAVING A GRID COORDINATE OF E=1161806.4910, N=16592962.7828, 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" WEST (DEED), 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 THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 88°50'09" EAST (DEED), 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 300.0 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 01°09'51" EAST (PLAT), ALONG THE EAST LINE OF FARM TRACT 1056, WEST AND ADAMS SUBDIVISION, A DISTANCE OF 1,300.00 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", ON THE NORHT RIGHT OF WAY LINE OF MILE 9 ROAD 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 250.0 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, BEING THE **POINT OF BEGINNING**, CONTAINING A 8.9 ACRE (388,750.00 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

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.

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

July 30, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, August 11, 2021, and the City Commission will hold a public hearing on August 17, 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: 86862 7177 2828

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 August 11, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

SAMES, Inc. is requesting to rezone 2526 N International Blvd. Also being an 8.9 acre tract of land out of farm tract 1056, Block 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas R-1 One family Dwelling district to B-2 secondary and highway business district.

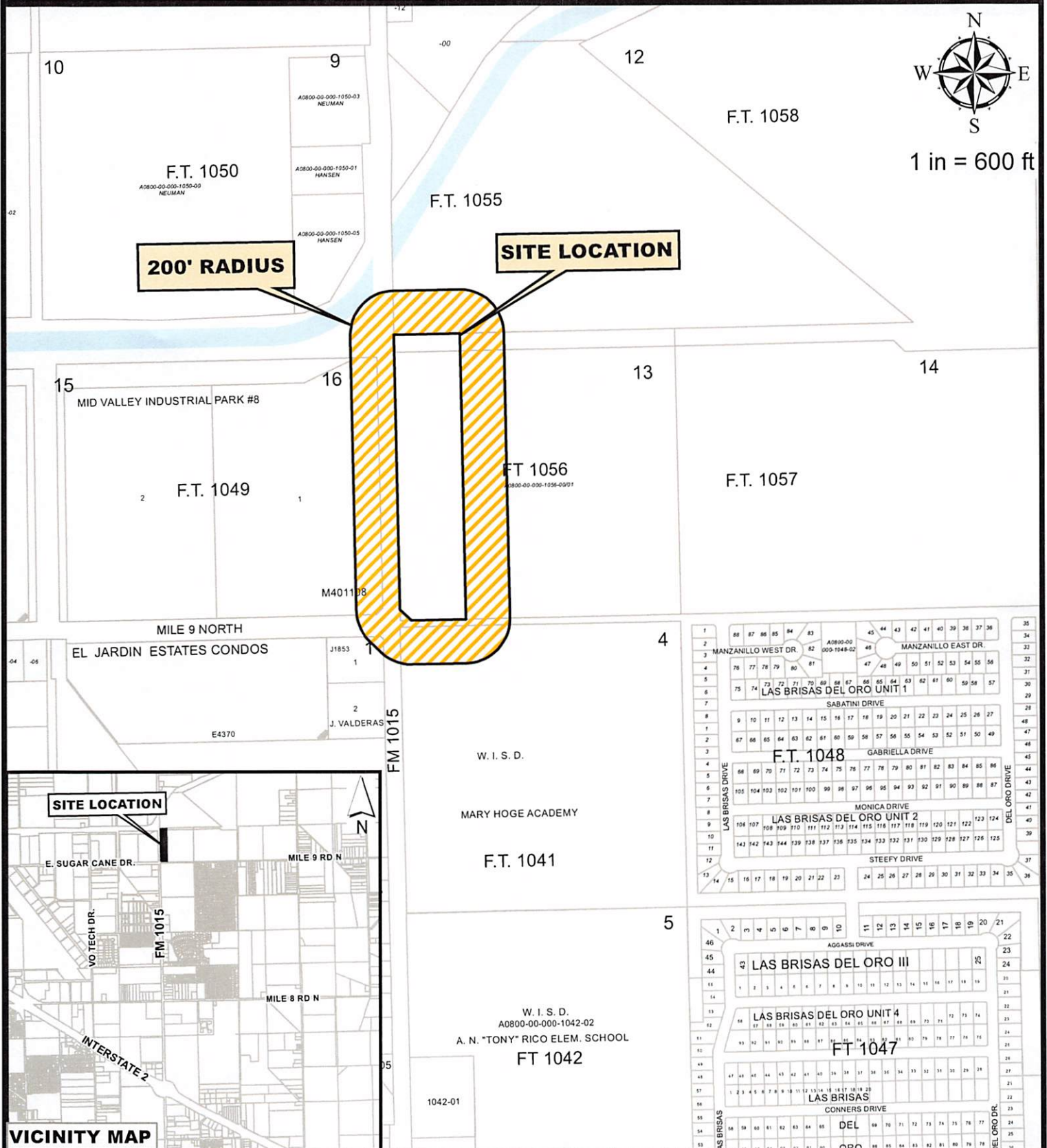
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information, please call the Planning Department at (956) 447-3403.

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

Engineering Department


$$1 \text{ in} = 600 \text{ ft}$$


SAM'S Inc.

**2526 North International
WEST AND ADAMS TRACT SUBDIVISION
BLOCK 116, F.T. 1056, LOT 13**

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: One Family Dwelling District
Proposed zoning: B-1
Proposed land use: Commercial



City of Weslaco Code Enforcement Dept.

JUL 27, 2021

WESLACO IND SCHOOL DIST	A0800-00-000-1041-00	L: 704000
319 W 4TH ST	ADAMS TRACT FT 1041 40.00 AC	B: 7419590
WESLACO TX 78596	2202 N INTERNATIONAL BLVD	
WESLACO 2455 LLC	J1853-00-000-0001-00	L: 273870
PO BOX 8810	J. VALDERAS LOT 1	B: 493059
CORPUS CHRISTI TX 78468	2455 N INTERNATIONAL BLVD	
STATE OF TEXAS	M4011-08-000-0001-00	L: 828242
5805 N LAMAR BLVD	MID VALLEY INDUSTRIAL PARK NO. 8	B: 7732490
AUSTIN TX 78752-4431	LOT 1	
	0	

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 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

Paid Date: 06/25/2021

Issue Date: 06/25/2021

Operator ID: IVED41

Certificate No: 243582710

Certificate Fee: \$10.00

CASH

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.

Rezone

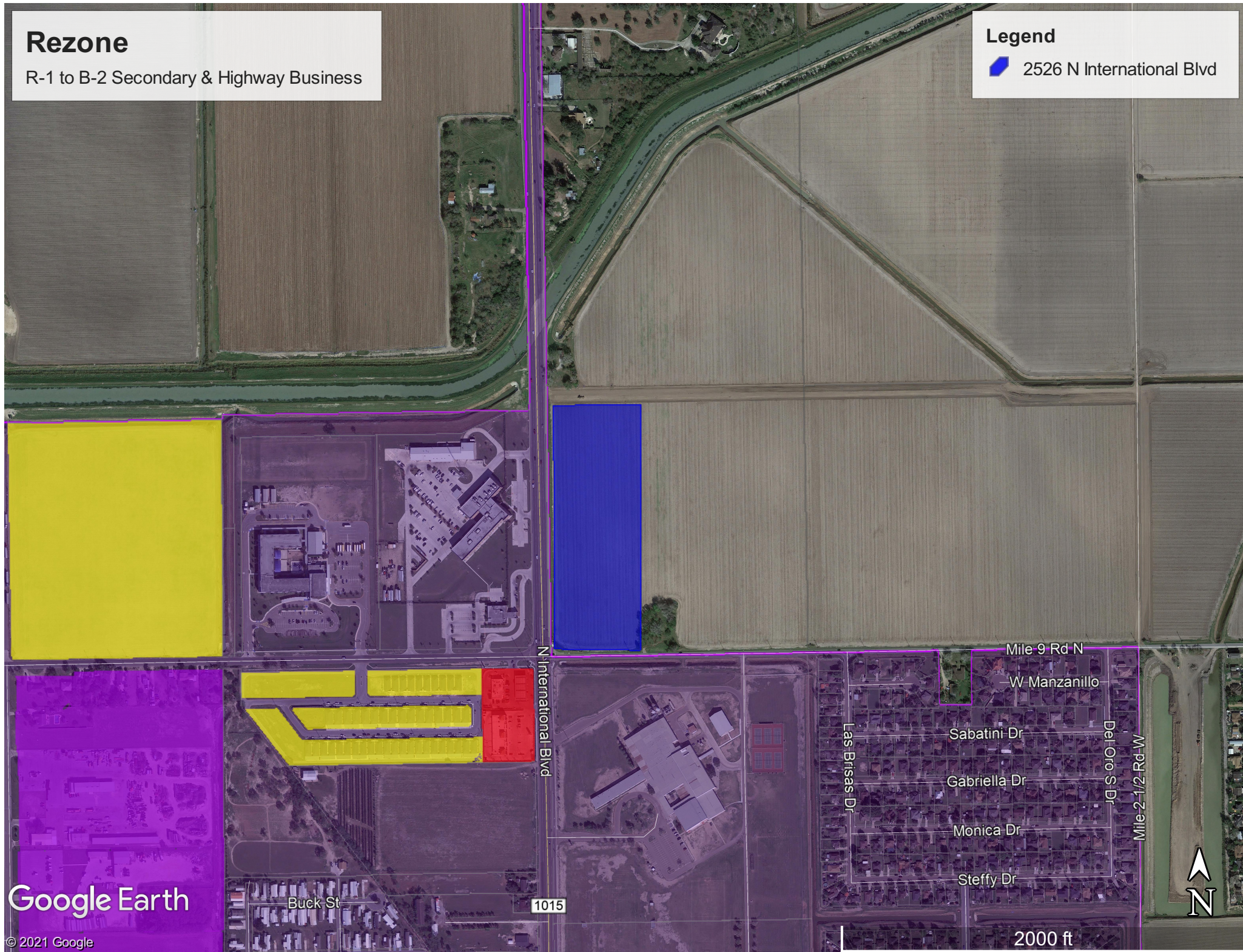
R-1 to B-2 Secondary & Highway Business

Legend

 2526 N International Blvd

Google Earth

© 2021 Google



ORDINANCE NO. 2021-30

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 2526 N INTERNATIONAL BLVD. ALSO BEING A 8.9 ACRE TRACT OF LAND OUT OF FARM TRACT 1056, BLOCK 116, WEST AND ADAMS TRACT 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 2526 N International Blvd. Also being a 8.9 acre tract of land out of farm tract 1056, Block 116, West and Adams Tract 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 17th day of August 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4589
From: REBEKAH DE LA FUENTE		
Subject: Approval on Ordinance 2021-31 to rezone 3700 E. Sugarcane being a 137-acre tract of land out of farm tract 1056, 1057 and 1058, Block 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas R-1 One family Dwelling district to I Industrial district and authorize the Mayor to execute any related documents. (First reading held August 17, 2021; staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone R-1 One family Dwelling district to I Industrial district. Sixty (60) property owners within 200 feet of the applicant's property were notified by letter on July 30, 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 July 26, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of August 11, 2021.		
ADELAIDA VEGA JOSE PEDRAZA REBEKAH DE LA FUENTE Mike Perez	Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval based on 2040 land use map.		
Attachments, if any: Rezone-3700 E Sugarcane Memo, 3700 E SUGARCANE-ATTACHMENTS, 3700 E		

Sugarcane- Aerial, O2021-31 rezone 3700 E Sugarcane
Responsibilities upon Approval: Staff will notify 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- 3700 E Sugarcane Drive

DATE: August 11, 2021

The property owner is proposing an Industrial Park at the proposed and will be the future site of the next phase of Weslaco Mid Valley Industrial Park. The 2040 Land Use Map has identified this area as a commercial corridor and proposed use will conform to the surrounding neighborhood. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the 2040 Future Land Use Map.

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-000095-2021
FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 137.0 acre tract of land out of Farm tract 1056, 1057 and 1058 Block 116

Subdivision Name West and Adams Tract Subdivision

Street Address no address (at Northeast intersection of Mile 9 & FM 1015) 3700 E Sugarcone

Existing Zoning Agriculture Existing Land Use Agriculture

Proposed Zoning I Proposed Land Use Industrial

- ☒ \$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 SAMES, Inc. Phone 956-702-8880

Address 200 S. 10th St. Ste. 1500 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: nlopez@samengineering-surveying.com

OWNER

Name Weslaco Economic Development Phone 956-969-0838

Address 275 S. Kansas Ave Ste. A Fax: _____

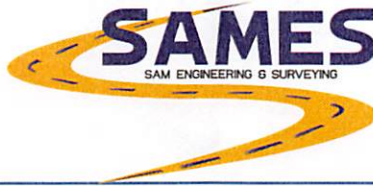
City Weslaco State TX Zip Code 78596 E-Mail: SValdez@weslacoedc.com

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

Signature _____ Date _____
Owner

Signature _____ Date _____
Applicant

Signature Nadia Lopez, P.E. Date 7/13/21
Authorized Agent



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00 Architectural Firm Reg # BR 4166
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

July 13, 2021

Rebekah De La Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Re: Re-zoning Request

To Whom it May Concern,

As the authorized agent of the Weslaco Economic Development Center (owner of the property listed below), We would like the City of Weslaco to consider our request for rezoning. The property in question is located at the Northeast corner of intersection Mile 9 & FM 1015 (property ID is 1240511, 108460 and partial of 108459). The size of the tracts in total is 137 acres gross and is being requested to be zoned "I" for Industrial use. The property is currently undeveloped and zoned under agriculture. Please see attached exhibit included with this letter to show boundary lines for the proposed Industrial Area. Should you have any questions please feel free to reach us at the number provided below.

Sincerely,

Nadia M. Lopez, P.E.

Nadia Lopez, P.E.
Project Manager
SAMES, Inc.
956-702-8880



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

June 18, 2021

Samuel D. Maldonado, P.E., R.P.L.S.
Principal
SAMES, Inc.
200 S 10th St Suite 1500
McAllen, TX 78501

Re: Weslaco Industrial Park Development

Mr. Maldonado,

I, Steven M. Valdez on behalf of the Weslaco Economic Development Commission, hereby authorize SAMES, Inc. to represent and act on behalf of the Weslaco Economic Development Commission in all matters related to the development of this project located at the Northeast corner of FM 1015 and Mile 9 Rd N (H.C.A.D. Property Number's 108458, 108460, 1240512, 1240511)

Sincerely,

Steven M. Valdez
Executive Director
Weslaco Economic Development Commission

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

EXHIBIT

METES & BOUNDS DESCRIPTION

**A 137.0 ACRE (5,968,816.98 SQ.FT.) GROSS, TRACT OF LAND OUT OF
FARM TRACTS 1056, 1057, AND 1058, WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN
VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

A 137.0 ACRE (5,968,816.58 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1056, 1057, AND 1058, WEST AND ADAMS SUBDIVISION, THEREOF CONVEYED TO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 3223370, OFFICIAL RECORDS OF 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 1040, 1041, AND 1056, OF SAID WEST AND ADAMS TRACT SUBDIVISION, AND MID-VALLEY INDUSTRIAL PARK #8 AS RECORDED IN INSTRUMENT NUMBER 2012973, HIDALGO COUNTY MAP RECORDS, AND BEING AT THE INTERSECTION OF MILE 9 NORTH (HAVING A 60.0' RIGHT OF WAY) AND F.M. 1015 (MILE 3 ROAD WEST HAVING A 120.0' RIGHT OF WAY), **THENCE;** NORTH 01°09'51" WEST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND OF SAID MID-VALLEY INDUSTRIAL PARK #8 AND THE CENTERLINE OF F.M. 1015, A DISTANCE OF 20.00 FEET, TO A POINT ON THE CENTERLINE OF F.M. 1015 (MILE 3 ROAD WEST), **THENCE;** NORTH 88°50'09" EAST, PARALLEL TO THE SOUTH LINE OF FARM TRACT 1056, A DISTANCE OF 360.0 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", AT THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD, BEING THE **POINT OF BEGINNING**, HAVING A GRID COORDINATE OF E=1162006.8798, N=16593029.0277, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°09'51" WEST (NORTH), PARALLEL TO THE EAST RIGHT OF WAY LINE OF SAID MILE 3 ROAD WEST (F.M. 1015), A DISTANCE OF 1,300.0 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", 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 2,046.50 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), 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" EAST (SOUTH 00°30'00" EAST), A DISTANCE OF 3,492.63 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, 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 2,580.62 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 137.0 ACRE (5,968,816.9p8 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

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.

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

July 30, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, August 11, 2021, and the City Commission will hold a public hearing on August 17, 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: 86862 7177 2828

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 August 11, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

SAMES, Inc. is requesting to rezone 3700 E Sugarcane. Also being a 137-acre tract of land out of farm tract 1056, 1057 and 1058, Block 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas R-1 One family Dwelling district to I Industrial 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

JUL 27, 2021

WESLACO IND SCHOOL DIST 319 W 4TH ST WESLACO TX 78596	A0800-00-000-1041-00 ADAMS TRACT FT 1041 40.00 AC 2202 N INTERNATIONAL BLVD	L: 704000 B: 7419590
RUIZ KAREN NATALIE 3709 THUNDERBIRD AVE MCALLEN, TX 78504	L3135-01-000-0001-00 LAS BRISAS DEL ORO UT 1 LOT 1 2417 LAS BRISAS DR	L: 17850 B: 0
GONZALEZ LUIS MIGUEL 1605 MILE 6 1/2 W WESLACO TX 78599	L3135-01-000-0002-00 LAS BRISAS DEL ORO UT 1 LOT 2 2413 LAS BRISAS DR	L: 18150 B: 58616
SOTO LORENA ASTRID 3819 CAMINO REAL VIEJO RD WESLACO TX 78596	L3135-01-000-0003-00 LAS BRISAS DEL ORO UT 1 LOT 3 2409 LAS BRISAS DR	L: 18150 B: 36354
CALDERON JULIAN MURILLO 2404 DEL ORO WESLACO TX 78599	L3135-01-000-0032-00 LAS BRISAS DEL ORO UT 1 LOT 32 2404 DEL ORO SOUTH	L: 18291 B: 35455
DOMINGUEZ WENNYS 2408 DEL ORO WESLACO TX 78599	L3135-01-000-0033-00 LAS BRISAS DEL ORO UT 1 LOT 33 2408 DEL ORO SOUTH	L: 18378 B: 69976
RIOS JULIO JR & ALICIA 2412 DEL ORO WESLACO TX 78599	L3135-01-000-0034-00 LAS BRISAS DEL ORO UT 1 LOT 34 2412 DEL ORO SOUTH	L: 18468 B: 75146
RIOS JULIO JR & ALICIA 2412 DEL ORO WESLACO TX 78599	L3135-01-000-0035-00 LAS BRISAS DEL ORO UT 1 LOT 35 2416 DEL ORO SOUTH	L: 20052 B: 3299
RAMIREZ ELVIRA IMELDA MORIN & THELMA 4105 E MANZANILLO WESLACO TX 78599	L3135-01-000-0036-00 LAS BRISAS DEL ORO UT 1 LOT 36 4105 MANZANILLO EAST DR	L: 18000 B: 42446
ORTIZ RAUL E MONCADA 240 S TEXAS AVE MERCEDES TX 78570	L3135-01-000-0037-00 LAS BRISAS DEL ORO UT 1 LOT 37 4101 MANZANILLO EAST DR	L: 18000 B: 0
LOPEZ EUSTAQUIO & BENIGNA 212 ZAMORA AVE WESLACO TX 78596	L3135-01-000-0038-00 LAS BRISAS DEL ORO UT 1 LOT 38 4021 MANZANILLO EAST DR	L: 18000 B: 49757
ESCALANTE NARCEDALIA RR 3 BOX 285 MERCEDES TX 78570	L3135-01-000-0039-00 LAS BRISAS DEL ORO UT 1 LOT 39 4017 MANZANILLO EAST DR	L: 18000 B: 0

JUL 27, 2021

RAMIREZ AURELIO JR DBA RIO INSULATION 102 CHINA ST WESLACO TX 78596	L3135-01-000-0040-00 LAS BRISAS DEL ORO UT 1 LOT 40 4013 MANZANILLO EAST DR	L: 18000 B: 46002
HERNANDEZ ANGEL G & MARTHA A 4009 E MANZANILLO WESLACO TX 78599	L3135-01-000-0041-00 LAS BRISAS DEL ORO UT 1 LOT 41 4009 MANZANILLO EAST DR	L: 18000 B: 58824
TINOCO PEDRO 4005 E MANZANILLO ST WESLACO TX 78599	L3135-01-000-0042-00 LAS BRISAS DEL ORO UT 1 LOT 42 4005 MANZANILLO EAST DR	L: 18000 B: 35510
VELA VICENTE JR 4001 E MANZANILLO WESLACO TX 78599	L3135-01-000-0043-00 LAS BRISAS DEL ORO UT 1 LOT 43 4001 MANZANILLO EAST DR	L: 18000 B: 39212
MATA JUAN & JUANA A 2202 E 24TH ST WESLACO TX 78596	L3135-01-000-0044-00 LAS BRISAS DEL ORO UT 1 LOT 44 3913 MANZANILLO EAST DR	L: 18144 B: 76961
MATA JUAN FRANCISCO JR 3913 MANZANILLO E DR WESLACO TX 78599	L3135-01-000-0045-00 LAS BRISAS DEL ORO UT 1 LOT 45 3909 MANZANILLO EAST DR	L: 24561 B: 0
MONTALVO JESUS & ELISA C 3908 MANZANILLO EAST DR WESLACO TX 78599	L3135-01-000-0046-00 LAS BRISAS DEL ORO UT 1 LOT 46 3908 MANZANILLO EAST DR	L: 18207 B: 60627
MENDOZA JULIO C MARIA DEL ROSARIO VASQUEZ 3912 E MANZANILLO WESLACO TX 78599	L3135-01-000-0047-00 LAS BRISAS DEL ORO UT 1 LOT 47 3912 MANZANILLO EAST DR	L: 24561 B: 72977
CAVAZOS JOSE & GLORIA 3916 E MANZANILLO WESLACO TX 78599	L3135-01-000-0048-00 LAS BRISAS DEL ORO UT 1 LOT 48 3916 MANZANILLO EAST DR	L: 18144 B: 67300
OLIVARES ARNOLDO JR 513 ORCHARD COURT WESLACO TX 78596	L3135-01-000-0049-00 LAS BRISAS DEL ORO UT 1 LOT 49 4000 MANZANILLO EAST DR	L: 18000 B: 57163
DE LA CERDA VIRGINIA 303 REID DR DONNA TX 78537-2640	L3135-01-000-0050-00 LAS BRISAS DEL ORO UT 1 LOT 50 4004 MANZANILLO EAST DR	L: 15900 B: 61276
ATTEBERRY ROSA Q 4008 E MANZANILLO WESLACO TX 78599	L3135-01-000-0051-00 LAS BRISAS DEL ORO UT 1 LOT 51 4008 MANZANILLO EAST DR	L: 18000 B: 61331

JUL 27, 2021

MANRIQUE SERGIO L & ARACELY 4012 E MANZANILLO WESLACO TX 78599	L3135-01-000-0052-00 LAS BRISAS DEL ORO UT 1 LOT 52 4012 MANZANILLO EAST DR	L: 18000 B: 63304
MAYA OLGA L 4016 E MANZANILLO WESLACO TX 78599	L3135-01-000-0053-00 LAS BRISAS DEL ORO UT 1 LOT 53 4016 MANZANILLO EAST DR	L: 18000 B: 79962
ZUNIGA EMILIO & ALMA 4020 E MANZANILLO WESLACO TX 78599	L3135-01-000-0054-00 LAS BRISAS DEL ORO UT 1 LOT 54 4020 MANZANILLO EAST DR	L: 18000 B: 75192
RODRIGUEZ ROSAURA 1027 S COLORADO AVE MERCEDDES TX 78570	L3135-01-000-0055-00 LAS BRISAS DEL ORO UT 1 LOT 55 4100 MANZANILLO EAST DR	L: 18000 B: 63352
ZUNIGA ELEAZAR & IRMA LETICIA 4104 E MANZANILLO WESLACO TX 78599	L3135-01-000-0056-00 LAS BRISAS DEL ORO UT 1 LOT 56 4104 MANZANILLO EAST DR	L: 18264 B: 64335
GONZALEZ LUCIANO JR 1142 S TOWER RD ALAMO TX 78516	L3135-01-000-0057-00 LAS BRISAS DEL ORO UT 1 LOT 57 4105 SABATINI DR	L: 20058 B: 73297
ESCANDON FERNANDO & THELMA 219 R ST WESLACO TX 78596	L3135-01-000-0058-00 LAS BRISAS DEL ORO UT 1 LOT 58 4101 SABATINI DR	L: 18048 B: 0
LUCIO JOSE PONCIANO & YOLANDA 4021 SABATINI DR WESLACO TX 78599	L3135-01-000-0059-00 LAS BRISAS DEL ORO UT 1 LOT 59 4021 SABATINI DR	L: 18048 B: 37040
GARCIA GEORGE & PATRICIA 4017 SABATINI DR WESLACO TX 78599	L3135-01-000-0060-00 LAS BRISAS DEL ORO UT 1 LOT 60 4017 SABATINI DR	L: 18048 B: 49005
RIOS BELISSA 4013 SABATINI DR WESLACO TX 78599	L3135-01-000-0061-00 LAS BRISAS DEL ORO UT 1 LOT 61 4013 SABATINI DR	L: 18048 B: 34898
CANTU TOMAS JR 3609 JADE ST WESLACO TX 78596	L3135-01-000-0062-00 LAS BRISAS DEL ORO UT 1 LOT 62 4009 SABATINI DR	L: 18048 B: 44682
AYALA GERARDO FLORES PO BOX 9337 LA FERIA TX 78559	L3135-01-000-0063-00 LAS BRISAS DEL ORO UT 1 LOT 63 4005 SABATINI DR	L: 18048 B: 38561

JUL 27, 2021

CORONADO ROSALINDA C & ISRAEL 1016 S MILE 2 1/2 W WESLACO TX 78596	L3135-01-000-0064-00 LAS BRISAS DEL ORO UT 1 LOT 64 4001 SABATINI DR	L: 18048 B: 50747
VASQUEZ JUAN & MARIBEL P 3917 SABATINI DR WESLACO TX 78599	L3135-01-000-0065-00 LAS BRISAS DEL ORO UT 1 LOT 65 3917 SABATINI DR	L: 18048 B: 50811
RAMOS URIEL ELIUD RIVERA 2317 LAS BRISAS DR WESLACO TX 78599	L3135-01-000-0066-00 LAS BRISAS DEL ORO UT 1 LOT 66 3913 SABATINI DR	L: 18048 B: 0
SILVA EDUARDO 3909 SABATINI MERCEDES TX 78570	L3135-01-000-0067-00 LAS BRISAS DEL ORO UT 1 LOT 67 3909 SABATINI DR	L: 21456 B: 80365
FLORES MYRIAM 1015 W 9TH ST WESLACO TX 78596	L3135-01-000-0068-00 LAS BRISAS DEL ORO UT 1 LOT 68 3905 SABATINI DR	L: 21120 B: 64938
RODRIGUEZ ISAAC DAVID 3901 SABATINI DR WESLACO TX 78599	L3135-01-000-0069-00 LAS BRISAS DEL ORO UT 1 LOT 69 3901 SABATINI DR	L: 19806 B: 54011
LOZANO JUAN & MARIA M & NANCY 3821 SABATINI MERCEDES TX 78570	L3135-01-000-0070-00 LAS BRISAS DEL ORO UT 1 LOT 70 3821 SABATINI DR	L: 18048 B: 32933
ANDAVERDE EDUARDO 2714 RIO CONCHOS DR SAN BENITO TX 78586	L3135-01-000-0071-00 LAS BRISAS DEL ORO UT 1 LOT 71 3817 SABATINI DR	L: 18048 B: 60048
QUEZADA JOSE ANTONIO & LUDIVINA 3813 SABATINI DR WESLACO TX 78599	L3135-01-000-0072-00 LAS BRISAS DEL ORO UT 1 LOT 72 3813 SABATINI DR	L: 18048 B: 58655
QUEZADA LUIS & HORTENCIA 416 1ST ST SW NEW RICHLAND MN 56072	L3135-01-000-0073-00 LAS BRISAS DEL ORO UT 1 LOT 73 3809 SABATINI DR	L: 18048 B: 70452
TRUJILLO JUAN PO BOX 1035 WESLACO TX 78599	L3135-01-000-0074-00 LAS BRISAS DEL ORO UT 1 LOT 74 3805 SABATINI DR	L: 18048 B: 65714
SALAZAR TERESA DE JESUS 108 W LIVE OAK WESLACO TX 78596	L3135-01-000-0075-00 LAS BRISAS DEL ORO UT 1 LOT 75 3801 SABATINI DR	L: 19302 B: 70038

JUL 27, 2021

FLORES YAHIRA & JUAN LUIS MATA 20202 S DEL ORO DR WESLACO TX 78599	L3135-01-000-0076-00 LAS BRISAS DEL ORO UT 1 LOT 76 3800 MANZANILLO EAST DR	L: 19464 B: 57431
ZUNIGA JULIO C & DIANA L RR 6 BOX 273 MERCEDES TX 78570	L3135-01-000-0077-00 LAS BRISAS DEL ORO UT 1 LOT 77 3804 MANZANILLO WEST DR	L: 18000 B: 0
REGENCY ON 18TH LLC PO BOX 40003 SOUTH PADRE ISLAND TX 78597	L3135-01-000-0078-00 LAS BRISAS DEL ORO UT 1 LOT 78 3808 MANZANILLO EAST DR	L: 18000 B: 52315
VILLARREAL MEDARDO & IDA D 3812 W MANZANILLO WESLACO TX 78599	L3135-01-000-0079-00 LAS BRISAS DEL ORO UT 1 LOT 79 3812 MANZANILLO EAST DR	L: 19353 B: 60330
CRUZ GABRIEL & IRMA 3816 W MANZANILLO WESLACO TX 78599	L3135-01-000-0080-00 LAS BRISAS DEL ORO UT 1 LOT 80 3816 MANZANILLO EAST DR	L: 19362 B: 64933
VALENZUELA ALFONSO & CARMEN Y 3820 W MANZANILLO DR WESLACO TX 78599	L3135-01-000-0081-00 LAS BRISAS DEL ORO UT 1 LOT 81 3802 MANZANILLO EAST DR	L: 24612 B: 47929
RAMIREZ RAMON III & ROSA V 3824 E MANZANILLO DR WESLACO TX 78599	L3135-01-000-0082-00 LAS BRISAS DEL ORO UT 1 LOT 82 3824 MANZANILLO EAST DR	L: 18207 B: 44682
RAMIREZ RAMON III & ROSA 3824 W MANZANILLO DR WESLACO TX 78599	L3135-01-000-0083-00 LAS BRISAS DEL ORO UT 1 LOT 83 3821 MANZANILLO WEST DR	L: 24612 B: 0
DE TOLEDO MARIA M FLORES 3817 MANZANILLO W DR WESLACO TX 78599	L3135-01-000-0084-00 LAS BRISAS DEL ORO UT 1 LOT 84 3817 MANZANILLO EAST DR	L: 19362 B: 66785
MARTINEZ ALBERT & MARIA EDITH 3813 W MANZANILLO WESLACO TX 78599	L3135-01-000-0085-00 LAS BRISAS DEL ORO UT 1 LOT 85 3813 MANZANILLO EAST DR	L: 19353 B: 72152
SALAZAR GUADALUPE & MARIBEL 204 HINOJOSA DR EDCOUCH TX 78538	L3135-01-000-0086-00 LAS BRISAS DEL ORO UT 1 LOTS 86 & 87 3809 MANZANILLO WEST DR	L: 32400 B: 56750
REA NORMA E DE LA SERNA 3801 E MANZANILLO DR WESLACO TX 78596	L3135-01-000-0088-00 LAS BRISAS DEL ORO UT 1 LOT 88 3801 MANZANILLO WEST DR	L: 19314 B: 67761

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:

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

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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



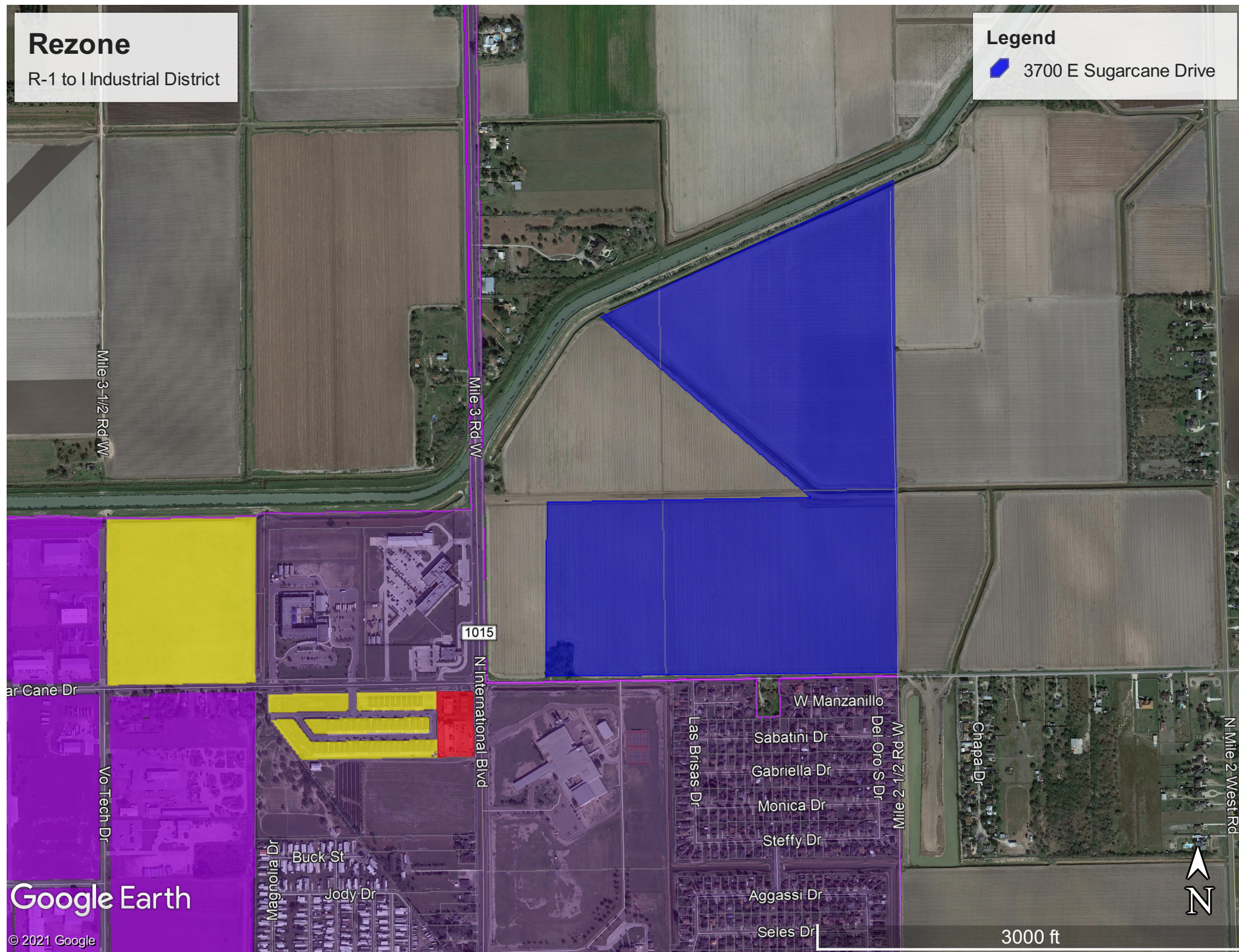
This certification does not include any mineral estates in and to said land where severance thereof has been affected by sale, reservation lease, pooling agreement, unitization or otherwise.

Rezone

R-1 to I Industrial District

Legend

 3700 E Sugarcane Drive



Google Earth

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ORDINANCE NO. 2021-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3700 E SUGARCANE. ALSO BEING A 137-ACRE TRACT OF LAND OUT OF FARM TRACT 1056, 1057AND 1058, BLOCK 116, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO I - INDUSTRIAL 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 I - Industrial district located at 3700 E Sugarcane. Also being a 137-acre tract of land out of farm tract 1056, 1057and 1058, Block 116, West and Adams Tract 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 17th day of August 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4590	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2021-32 to rezone 1912 Mile 4 1/2 Road West / N. Bridge Ave. Also being West Tract E347.24'-W629.50'-S118.93', Farm Tract 31, .95 AC GR .88 AC NET, Weslaco, Texas from R-1 One family Dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. (First reading held August 17, 2021; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone R-1 One family Dwelling district to B-1 Neighborhood business district. . Five (5) property owners within 200 feet of the applicant's property were notified by letter on July 30, 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 appeared in The Monitor on July 26, 2021			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of August 11, 2021.			
ADELAIDA VEGA JOSE PEDRAZA REBEKAH DE LA FUENTE Mike Perez		Created/Initiated Approved Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on the 2040 land use map			
Attachments, if any:			

Rezone-1912 Mile 4.5 road west Memo, 1912 Mile 4.5 road west- attachments, 1912 N Bridge- Aerial, O2021-32 rezone 1912 Mile 4.5 road west

Responsibilities upon Approval:

Staff will notify 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- 1912 Mile 4 1/2 Road West/ North Bridge Avenue

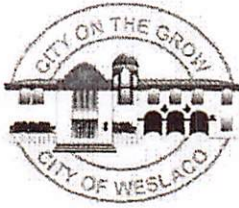
DATE: August 11, 2021

The property owner is proposing a combination of a commercial plaza and apartment use. The 2040 Land Use Map has identified this area as a commercial corridor and proposed use will conform to the surrounding neighborhood. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the 2040 Future Land Use Map.

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned: WEST TRACT E347.24'-W629.50'-S118.93' FT 31 0.95 AC
GR 0.88 AC NET

Lot _____ Block _____

Subdivision Name Proposed Saltillo Plaza II

Street Address 1912 Mile 4 1/2 Road West Property ID: 324151

Existing Zoning R-1 One Family Dwelling District Existing Land Use Vacant

Proposed Zoning B-1 Neighborhood Business District Proposed Land Use Parking Lot

- ☒ \$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 Saltillo Developers LLC Phone 956-655-2393

Address 1804 North 23rd Street Fax: _____

City McAllen State TX Zip Code 78572 E-Mail: hector@m2-engineers.com

OWNER

Name Saltillo Developers LLC Phone 956-655-2393

Address 1804 North 23rd Street Fax: _____

City McAllen State TX Zip Code 78572 E-Mail: hector@m2-engineers.com

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

Signature _____ Date 6/25/21

Signature _____ Date _____

Signature _____ Date _____

Owner
Applicant
Authorized Agent

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

July 30, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, August 11, 2021, and the City Commission will hold a public hearing on August 17, 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: 86862 7177 2828

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 August 11, 2021. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Saltillo Developers LLC is requesting to rezone 1912 Mile 41/2 road west. Also being West Tract E347.24'-W629.50'-S118.93', FT 31, .95 AC GR .88 AC NET, Weslaco, and Texas R-1 One family Dwelling district to B-1 Neighborhood business district.

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

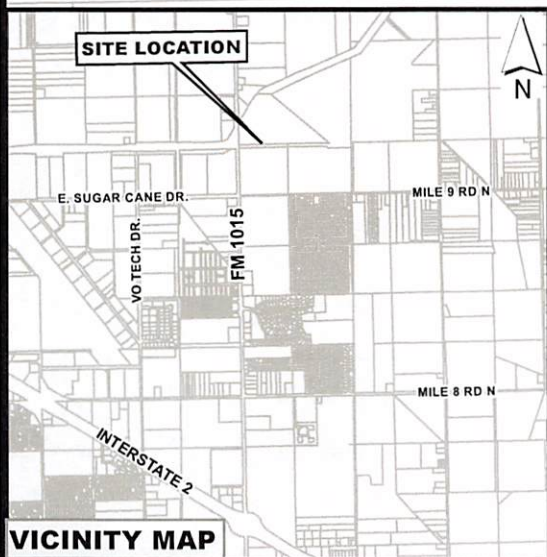
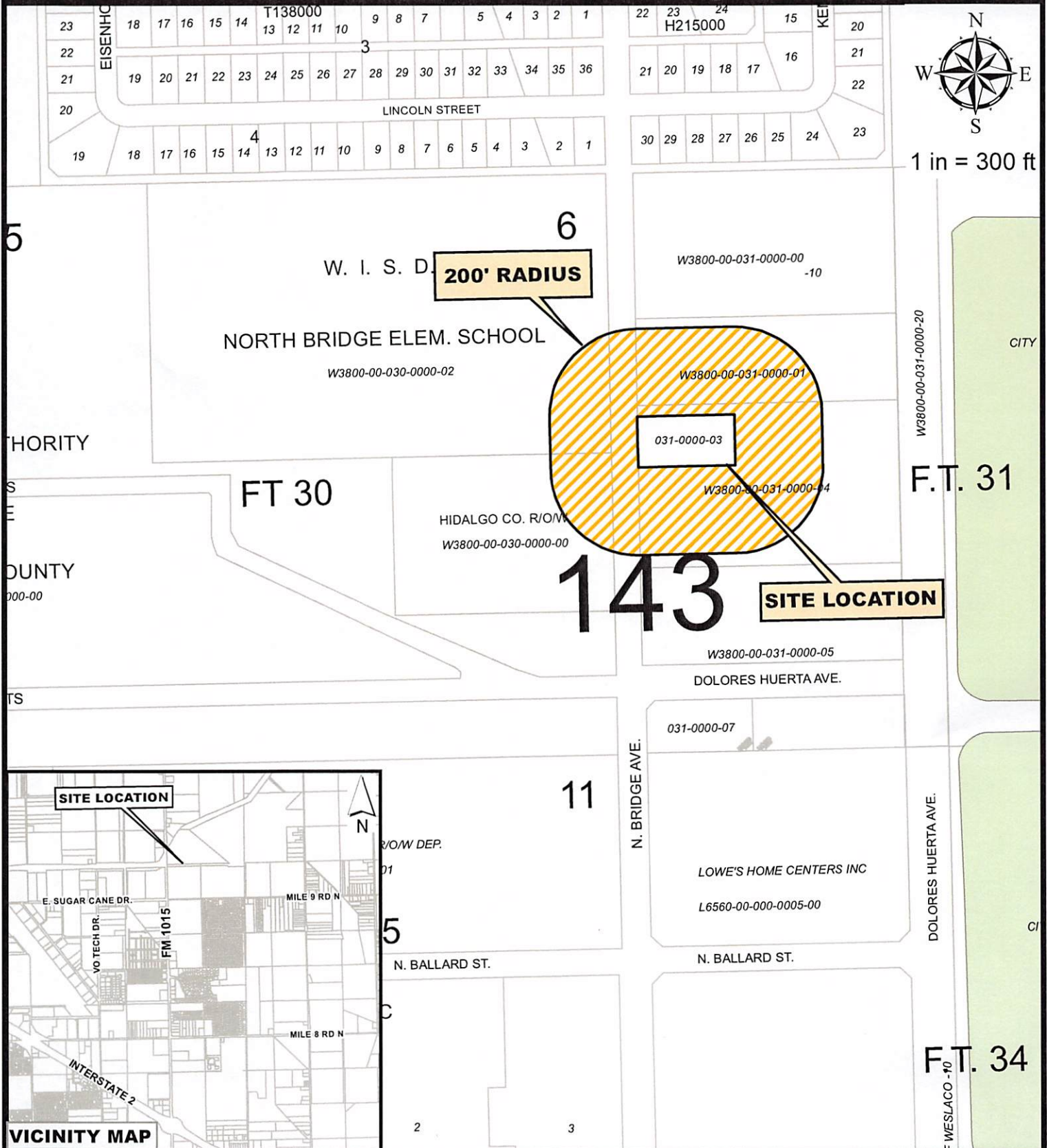
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Saltito Developers LLC

1912 Mile 4 1/2 Road West
WEST TRACT 0.703-W
CENTER BLK FT 31 N115'-S767'-W252'
BLOCK 143, F.T. 31, LOT 7

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: One Family Dwelling District
Proposed zoning: B-1
Proposed land use: Neighborhood District



JUL 27, 2021

HIDALGO CO R/O/W DEPT 902 N DOOLITTLE RD EDINBURG TX 78542	W3800-00-030-0000-00 WEST TRACT S360'-N994'-E530.5' F 3AC NET 1901 N BRIDGE AVE	L: 329049 B: 453372
WESLACO ISD PO BOX 266 WESLACO TX 78599	W3800-00-030-0000-02 WEST TRACT N634'-E1077.5' FT 30 NET 2001 N BRIDGE AVE	L: 922020 B: 6000000
ESCAMILLA MIGUEL & ANGELITA M 1912 N BRIDGE AVE WESLACO TX 78599	W3800-00-031-0000-01 WEST TRACT W660'-S198'-N528' FT NET 1912 N BRIDGE AVE	L: 224007 B: 72957
MONTERROSA MELISSA 3806 OKEECHOBEE LN EDINBURG TX 78542	W3800-00-031-0000-03 WEST TRACT 0.703-W CENTER BLK FT 52' 2004 N BRIDGE AVE	L: 75084 B: 0
GUERRA RAUL 621 TIERRA PROMETIDA WESLACO TX 78596	W3800-00-031-0000-04 WEST TRACT W629.02'- N369.61'- S 15'- S344.6' FT 31 4.34AC 2000 N BRIDGE AVE	L: 256915 B: 25165

2020 TAX STATEMENT



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

Certified Owner:

SALTILLO DEVELOPERS LLC
1804 N 23RD ST
MCALLEN, TX 78501-6122

Legal Description:

WEST TRACT E347.24'-W629.50'-S118.93'
FT 31 0.95 AC GR 0.88 AC NET

Account No: W3800-00-031-0000-25

Appr. Dist. No.: 1131612

Legal Acres: .8800

Parcel Address:

As of Date: 06/22/2021

Print Date: 06/22/2021

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			

Exemptions:

AMOUNT DUE IF PAID BY:

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.71

Print Date: 06/22/2021

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



W3800-00-031-0000-25

SALTILLO DEVELOPERS LLC
1804 N 23RD ST
MCALLEN, TX 78501-6122

AMOUNT PAID:

\$ _____.

**EXHIBIT A
METES AND BOUNDS**

BEING 0.691 ACRE TRACT OF LAND OUT OF FARM TRACT No. 31, BLOCK 143, WEST AND ADAMS TRACTS SUBDIVISION, RECORDED IN VOLUME 2, PAGE 34-37, HIDALGO COUNTY, TEXAS, SAME BEING OUT OF A CALLED 0.703 ACRE TRACT DESCRIBED IN SHERIFF'S RESALE DEED, CONVEYED TO MELISSA MONTERROSA, RECORDED IN DOCUMENT No. 3082466, DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID 0.691 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND IRON ROD THE SOUTHWEST CORNER OF THE SAID FARM TRACT No. 31, SAME BEING THE NORTHWEST CORNER OF LOT 5, LOWE'S OF WESLACO, RECORDED IN INSTRUMENT No. 2897356, MAP RECORDS HIDALGO COUNTY, TEXAS, AND SAME BEING THE CENTER LINE OF BRIDGE AVENUE;

THENCE N1°10'08"W, ALONG THE WEST LINE OF THE SAID FARM TRACT No. 31, A DISTANCE OF 652.02 FEET TO COTTON PICKER SPINDLE FOUND ALONG THE CENTERLINE OF BRIDGE AVENUE, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

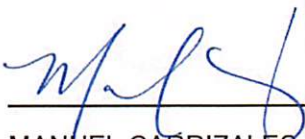
THENCE N01°10'08"W, CONTINUING ALONG THE CENTERLINE OF THE SAID BRIDGE AVENUE, A DISTANCE OF 114.88 FEET TO A COTTON PICKER SPINDLE FOUND, SAME BEING A CORNER OF A TRACT OF LAND CONVEYED TO RAUL GUERRA, DESCRIBED IN INSTRUMENT No. 2957178, DEED RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE N88°49'24"E, ACROSS THE SAID FARM TRACT 31, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID GUERRA TRACT, PASSING A DISTANCE OF 30.00 FEET AN IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF THE SAID BRIDGE AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 261.92 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S1°10'08"E, CONTINUING ACROSS THE SAID FARM TRACT 31, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID GUERRA TRACT, A DISTANCE OF 114.86 FEET TO AN IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S88°49'10"W, CONTINUING ACROSS THE SAID FARM TRACT 31, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID GUERRA TRACT, PASSING A DISTANCE 231.92 FEET AN IRON ROD WITH PINK CAP SET ON THE EAST RIGHT-OF-WAY LINE OF THE SAID BRIDGE AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 261.92 FEET TO THE **POINT AND PLACE OF BEGINNING**, CONTAINING 0.691 ACRES OF LAND MORE OR LESS.

A SURVEY PLAT OF EVEN DATE HEREBY ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



7-21-2020

MANUEL CARRIZALES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6388
Office: 512-470-1489
email: fnfcad@gmail.com

DATE:



Rezone

R-1 to I Industrial District

E Lincoln St

N Bridge Ave

Legend

 1912 Mile 41/2 Road West/ N Bridge Avenue

Google Earth

© 2021 Google



900 ft

ORDINANCE NO. 2021-32

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1912 MILE 4 1/2 ROAD WEST/ BRIDGE AVENUE. ALSO BEING WEST TRACT E347.24'-W629.50'-S118.93', FT 31, .95 AC GR .88 AC NET, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD 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-1 Neighborhood DISTRICT located at 1912 Mile 4 1/2 road west/ Bridge Avenue. Also being a West Tract E347.24'-W629.50'-S118.93', FT 31, .95 AC GR .88 AC NET, 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 17th day of August 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4587
From:		
Subject: Approval on amendments and extension from September 7, 2021 to October 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the 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:		
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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4623
From:		
Subject: Approval on renewal of a Facilities Usage Agreement with South Texas College for use of Harlon Block Parks (Fields), 1020 W. 18th Street and Mayor Pablo G. Pena City Park (Fields), and/or Tennis Courts), 300 North Airport Drive, from August 23, 2021 - August 12, 2022 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background: Annual lease agreement to use city facilities for STC classes.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA OMAR RODRIGUEZ Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommend approval		
Attachments, if any: STC Facility Agreement 2021-2022		
Responsibilities upon Approval:		



Kinesiology, Health & Wellness Department

Brent Angangan, Program Chair
Division of Social and Behavioral Sciences
Kinesiology, Health and Wellness

2607 Pecan Blvd
McAllen, TX 78501
Office: (956) 872-3839

MEMORANDUM

DATE: August 11, 2021
TO: Kinesiology Facility Lessor
FROM: Brent Angangan, Department Chair
SUBJECT: Facility Agreement 2021 - 2022



It's an exciting time at South Texas College! We are happy to announce we have a new president, Dr. Ricardo J. Solis. With this, our facility agreements for the new year have been revised to include Dr. Solis. Please sign and return at your earliest convenience.

FACILITIES USAGE AGREEMENT

The **CITY OF WESLACO, PARKS AND RECREATION DEPARTMENT**, (hereinafter called Lessor) agrees to let **SOUTH TEXAS COLLEGE** (hereinafter called Lessee) use the Harlon Block Park (Fields), 1020 W. 18th Street, Weslaco, Texas from August 23, 2021 – August 12, 2022, at hours agreed upon by both parties and subject to the following conditions:

- 1) That the Lessee agrees to pay a building use fee of \$400.00 per class per semester and \$0 deposit; and
- 2) That the Lessee will clean up after each class; thus, leaving the facility ready for immediate use the next morning;
- 3) That the Lessee shall use the facility only for the purposes of conducting classes; and
- 4) That the Lessor assume no responsibility for the maintaining or improving the facility and make no representation about its safety or suitability for intended use; and
- 5) That the Lessor may revoke its permission to use the facility at any time or under any circumstances that the Lessor may deem sufficient, but not prior to the end of a semester unless gross negligence warrants; and
- 6) That the Lessee accept full responsibility for protecting Lessor's property and equipment and assumes any and all liability for repairs and replacement for any damage done to buildings, equipment or other Lessor property used by the Lessee. Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the usage; and
- 7) That the Lessee agrees to assume all liability and hold harmless and indemnify the Lessor, its employees and agents from any and all liability arising out of the Lessee's use of Lessor's facilities; and
- 8) That Lessee shall furnish evidence of liability insurance and coverage for the event and shall name the Lessor as an additional insured in the policy.

Executed on this _____ day of _____, 2021.

SIGNATURE
DR. RICARDO J. SOLIS
PRESIDENT

SIGNATURE
DAVID SUAREZ
MAYOR

SOUTH TEXAS COLLEGE
LESSEE

CITY OF WESLACO, Mayor
LESSOR



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4607
From:		
Subject: Approval to declare approximately 120 Christmas Wreaths surplus property, donate to the City of Edcouch and authorize the Mayor to execute any related documents. (Parks and Recreation Department.)		
Background: The City has purchased new LED Wreathes to replace inventory and no longer needs this equipment.		
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):		
OMAR RODRIGUEZ	Created/Initiated	
OMAR RODRIGUEZ	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4617	
From:			
Subject: <u>Approval on renewal of Interlocal Agreement(s) with the following entities for Animal Care Services:</u> 1. City Of Alamo 2. City Of Donna 3. City Of Edcouch 4. City Of Elsa 5. City Of La Villa 6. City Of Mercedes 7. City Of Penitas 8. City Of Pharr 9. City Of San Juan 10. Willacy County <u>and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.)</u>			
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):			
ADELAIDA VEGA		Created/Initiated	
JOSE PEDRAZA		Approved	
REBEKAH DE LA FUENTE		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Approve			
Attachments, if any: Animal Shelter Contract Alamo 2021, Animal Shelter Contract Donna 2021, Animal Shelter Contract Edcouch 2021, Animal Shelter Contract elsa 2021, Animal Shelter			

Contract la villa 2021, Animal Shelter Contract Mercedes 2021, Animal Shelter Contract penitas 2021, Animal Shelter Contract pharr 2021, Animal Shelter Contract san juan 2021, Animal Shelter Contract willacy 2021

Responsibilities upon Approval:

provide a copy of the signature agreement to each municipality

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF ALAMO** a Home Rule Municipal Corporation, hereinafter referred to as “**ALAMO**”, located at 420 N. Tower Rd. Alamo, Hidalgo County, Texas 78516.

RECITALS

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

SECTION I CONTRACT AGREEMENT

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

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

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

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

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

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

F. Hours of operation:

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

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

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

No other representative from ALAMO may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF ALAMO

BY: _____

Diana Martinez, Mayor

City Of Alamo

420 N Tower Rd.

Alamo, Texas 78516

956-787-0006

ATTEST:

BY: _____

Alexandra Rangel, City Secretary

APPROVED AS TO FORM ONLY:

Rick Palacios, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF DONNA** a Home Rule Municipal Corporation, hereinafter referred to as “**DONNA**”, located at 307 S. 12TH Street Donna, Hidalgo County, Texas 78537.

RECITALS

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

SECTION I CONTRACT AGREEMENT

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

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

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

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

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

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

F. Hours of operation:

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

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

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

No other representative from DONNA may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF DONNA

BY: _____

Rick Morales, Mayor

City Of Donna

307 S 12TH Street

Donna, Texas 78537

956-464-3314

ATTEST:

BY: _____

Belinda Tosca, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

i)CITY OF EDCOUCH
Victor Hugo De La Cruz, City Manager.
211 W Southern Ave.
Edcouch, Texas 78538

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

No other representative from EDCOUCH may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF EDCOUCH

BY: _____

Virginio Gonzalez Jr, Mayor

City Of Edcouch

211 W Southern Ave.

Edcouch, Texas 78538

956-262-2140

ATTEST:

BY: _____

Victor Hugo De La Cruz, City Manager

APPROVED AS TO FORM ONLY:

Orlando Jimenez, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF ELSA** a Home Rule Municipal Corporation, hereinafter referred to as “**ELSA**”, located at P.O. BOX 1447, Elsa, Hidalgo County, Texas 78538.

RECITALS

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

SECTION I
CONTRACT AGREEMENT

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

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

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

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

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

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

F. Hours of operation:

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

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

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

No other representative from ELSA may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF ELSA

BY: _____

Alonzo R. "Al" Perez, Mayor

City Of Elsa

P.O. BOX 1447

Elsa, Texas 78538

956-262-2127

ATTEST:

APPROVED AS TO FORM ONLY:

Gustavo Acevedo, City Attorney

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

i) CITY OF LA VILLA

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

ii) CITY OF WESLACO

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

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

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF LA VILLA

BY: _____

Alma Moron, Mayor

City Of La Villa

916 South Mike Chapa St.

La Villa, Texas 78562

956-262-2122

ATTEST:

APPROVED AS TO FORM ONLY:

Roberto Salinas, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF MERCEDES** a Home Rule Municipal Corporation, hereinafter referred to as “**MERCEDES**”, located at 400 South Ohio St. Mercedes, Hidalgo County, Texas 78570.

RECITALS

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

SECTION I CONTRACT AGREEMENT

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

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

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

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

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

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

F. Hours of operation:

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

i)CITY OF MERCEDES
Joaquin Hernandez, Public Works Director
400 South Ohio St.
Mercedes, Texas 78570

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

No other representative from MERCEDES may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF MERCEDES

BY: _____
Oscar Montoya, Mayor

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

ATTEST:

BY: _____
Joselynn Castillo, City Secretary

APPROVED AS TO FORM ONLY:

_____ Alberto Perez, City Manager

SERVICE CONTRACT §

SECTION II CALL NOTIFICATION / REPRESENTATIVE

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

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

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

No other representative from PENITAS may request services from CITY.

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

SECTION III PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF PENITAS

BY: _____

Rodrigo "Rigo" Lopez, Mayor

City Of Penitas

1111 S. F.M. 1427

Penitas, Texas 78576

956-581-3345

ATTEST:

BY: _____

Yenni Espinosa, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this 16th day of August, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PHARR** a Home Rule Municipal Corporation, hereinafter referred to as “**PHARR**”, located at 118 S. Cage Blvd. Pharr, Hidalgo County, Texas 78577.

RECITALS

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

SECTION I
CONTRACT AGREEMENT

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

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

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

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

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

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

F. Hours of operation:

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

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

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

No other representative from PHARR may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective October 1, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF PHARR

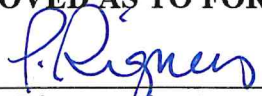
BY: _____
Dr. Ambrosio "Amos" Hernandez, Mayor

City Of Pharr
118 S Cage Blvd.
Pharr, Texas 78577
956-402-4000

ATTEST:

BY: _____
Imelda Barrera, Assistant City Clerk

APPROVED AS TO FORM ONLY:

_____
Patricia Rigney, City Attorney

**APPROVED BY
CITY COMMISSION
ON: _____**


8/16/21

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

i) CITY OF SAN JUAN
Benjamin Arjona, City Manager _____, _____.
709 S Nebraska Avenue
San Juan, Texas 78589

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

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

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

SECTION III
PAYMENTS AND FEES

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

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

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

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

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

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

SECTION VII MEDIATION

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

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

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF SAN JUAN

BY: _____

Mario Garza, Mayor

City Of San Juan

709 N Nebraska

San Juan, Texas 78589

956-223-2200

ATTEST:

BY: _____

Diana Cavazos, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **WILLACY COUNTY** a County in the state of Texas hereinafter referred to as “**COUNTY**”, located at 576 W. Main St. Raymondville, Willacy County, Texas 78580.

RECITALS

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

SECTION I
CONTRACT AGREEMENT

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

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

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

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

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

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

F. Hours of operation:

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

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

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

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

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

No other representative from COUNTY may request services from CITY.

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

SECTION III
PAYMENTS AND FEES

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- E. COUNTY shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
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Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with COUNTY invoice.

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

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

WILLACY COUNTY

BY: _____
Aurelio Guerra, County Judge

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



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4510
From:		
Subject: Discussion and consideration on Resolution 2021-44 appointing a member to the Board of Adjustments & Appeals to the Zoning Ordinance for a term set to expire October 4, 2021 and authorize the Mayor to execute any related documents to Possible action. (Staffed by Planning and Code Enforcement.)		
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 JOSE PEDRAZA REBEKAH DE LA FUENTE Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: BOAAZ member roster 071221, BOAAZ applicant list as of 71221 mv, Board app - Zachery P Sunderland, R2021-44 Board of Adj & Appeals - expired term		
Responsibilities upon Approval:		

Board of Adjustments & Appeals to the Zoning-Ordinance

First name	Last name	Term expires
Paul	Garza	1/6/2023
Andy	Veliz	11/2/2021
Nick	Carranza	11/6/2021
Maria	Cisneros	10/4/2021
*Mark	McCaleb	12/21/2023

Revised 07/12/21 mv

APPLICANTS for BOARD OF ADJUSTMENTS & APPEALS ZONING ORDINANCE

Last Name	First Name	Application Date
Sunderland	Zackary P.	07/12/2021

As of 71221 mv



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Zachary P Sunderland Email Address: Zach@Kingsiderentty.com

Phone Number: (956) 975-7481 Alternate Phone Number: _____

Home Address: 2612 S Intl Blvd City: Weslaco Inside City limits: ☐ Yes ☐ No ☒ Unsure

How many years have you lived at this residence? 3

Mailing Address, if different from home address: 260 S Texas Blvd #400, Weslaco, TX 78596

What committee/board do you wish to serve on:

Adjustments & Appeals to Zoning Ordinances

Why do you want to be appointed to this board(s)? Serve my community, learn more about how city government works, meet & get to know leaders in the community.

What value do you believe you will be bringing to the board(s)? As a real estate broker with 6 years of experience (3 yrs commercial RE), I understand the perspectives & concerns of many of the different parties involved in a RE transaction.

What civic involvement and Business Experience applicable to the position(s) to which you are applying: Leadership MidValley - Covert Member 2 yrs ago & board member 2 yr ago

Have you been ^Nbonded or eligible to obtain one? ☐ Yes ☐ No ☒ Unsure

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 _____

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

Timestamp of Receipt:
RECEIVED

JUL 12 2021

BY: CSD

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: [Signature] Date: 7/12/21

RESOLUTION NO. 2021-44

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE
MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-
ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

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

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance and the term will begin October 4, 2021 and expire on October 4, 2023.

PASSED AND APPROVED on this 7th day of September 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: September 7, 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; no action August 3 and 17 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

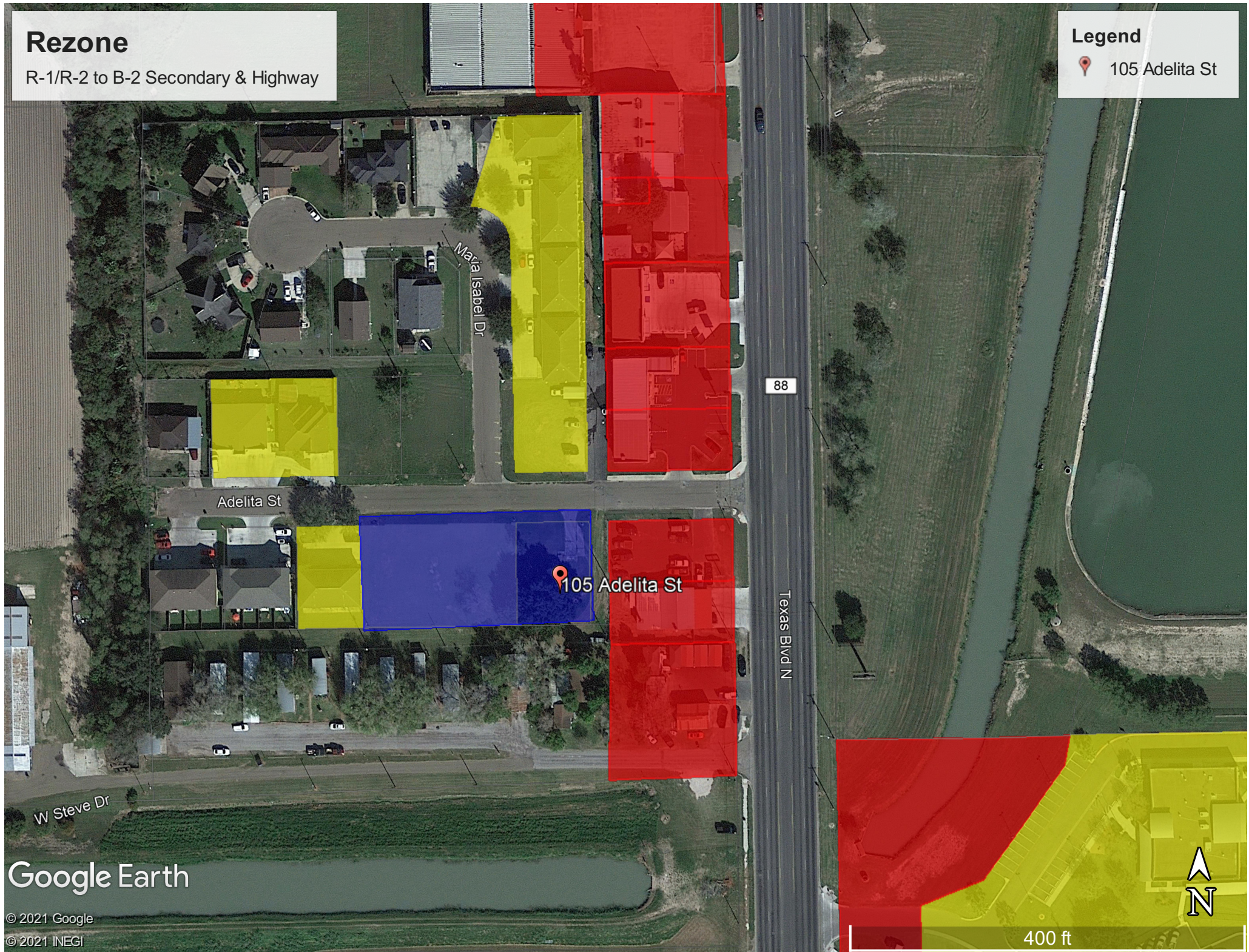
GILL EDWARD T & EDITH A 3207 MABURY RD SAN JOSE CA 95127	S0650-00-000-0022-00 SAN FRANCISCO LT 22 1907 MARIA ISABEL DR	L: 21483 B: 126246
GILL, EDWARD T & EDITH A 3207 MABURY RD SAN JOSE CA 95127	S0650-00-000-0023-00 SAN FRANCISCO LT 23 1905 MARIA ISABEL DR	L: 20693 B: 266507
RANGEL ROBERTO & MELISSA 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



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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 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4585
From:		
Subject: Discussion and consideration to approve Ordinance 2021-33, adopting the City of Weslaco's budget appropriations for Fiscal Year 2021-2022 commencing October 1, 2021 and ending September 30, 2022 and authorizing the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First reading on Ordinance 2021-33. Possible action. (Staffed by the Finance Department.)		
Background: Local Government Code Chapter 102.007 requires taking action on the proposed budget after conducting a Public Hearing. A public hearing was scheduled and held at the beginning of this meeting.		
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: The Public hearing notice was published in the Advance News Journal on August 25, 2021.		
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: Staff recommends approving the Ordinance and accepting and filing the Proposed Budget for FY2021-22.		
Attachments, if any: FY 2021-22 Budget Adoption Memo, O2021- 33 to adopt budget FY2021-22, Exhibit A Proposed Budget FY 2022-5Year Plan		
Responsibilities upon Approval:		

The budget is filed with the City Secretary's office as per Local Government Code Sec. 102.008 and posted on the City's website.

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: September 7, 2021

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Fiscal Year 2021-2022 Budget

The City annually prepares a budget to cover the proposed expenditures to provide services to its citizens. The City Manager as budget officer makes certain that a balance budget is presented for approval.

Local Government Code (LGC) Chapter 102.006 calls for a public hearing to be held prior to adoption of the proposed budget and the City has met this element of the law. LGC Section 102.007 states that "at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget."

The City Manager here forth presents for filing the City of Weslaco's proposed budget for adoption and filing with City Secretary as set for on LGC Chapter 102 Sec.102.008 (1) and posting on its web site as per Sec. 102.008 (2).

Staff recommends approval of Ordinance 2021-33 for the Fiscal Year 2021-2022 Budget.

ORDINANCE NO. 2021-33

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; APPROPRIATING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS, FOR THE 2021-2022 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, was duly presented to the City Commission by the City Manager, that a due and timely public notice that a Public Hearing on such budget would be held on September 07, 2021, was given, and made in accordance with state law and within the time limits set forth by law; that such Public Hearing was held in accordance with the law on September 07, 2021; now therefore,

BE IT ORDAINED BY CITY OF WESLACO, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the support of the general government of the City of Weslaco, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2021-2022 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2021-2022 of the City of Weslaco.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of September 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**



City of Weslaco, Texas Proposed Budget Fiscal Year 2021-2022

10/01/2021—09/30/2022

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CITY OF WESLACO

ANNUAL OPERATING BUDGET

FOR FISCAL YEAR 2021-2022

This budget will raise more revenue from property taxes than last year's budget by an amount of \$632,743, which is a 4.8% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$332,745

The members of the City Commission voted on the budget as follows:

Date:

Time:

Vote Type:

Description:

Result:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparisons

	FY 2021-2022	FY 2020-2021
Property Tax Rate	\$0.6967 per \$100	\$0.6967 per \$100
No-New-Revenue Tax Rate	\$0.6804 per \$100	\$0.6838 per \$100
No-New-Revenue M&O Tax Rate	\$0.5066 per \$100	\$0.5109 per \$100
Voter-Approval Tax Rate	\$0.7089 per \$100	\$0.7037 per \$100
Debt Rate	\$0.1901 per \$100	\$0.1858 per \$100

The total amount of municipal debt obligation secured by property taxes for the City of Weslaco is \$25,300,000. Total amount of outstanding debt obligations considered self-supporting is \$43,015,000. Self-supporting is currently secured by water/wastewater revenues. In the event such amounts are insufficient to pay debt service, the City will be requested to assess an ad valorem tax to pay such obligations.

CITY OF WESLACO, TEXAS

Combined Summary of Revenues and Expenditures and Changes in Fund Balance Fiscal Year 2021-2022

	General Fund	Economic Incentives Fund	Hotel/Motel Fund	Capital Improv. Program Fund	Fire Dept Equipment Replacement Fund
Unreserved Fund Balance @ 9/30/20 CAFR Working Capital @ 9/30/20	\$ 11,920,870	\$ (365,343)	\$ 702,921	\$ 1,164,011	\$ 286,422
Estimated Revenues 2020-2021	28,888,361	-	360,000	600,000	960,981
Estimated Expenditures 2020-2021	29,058,350	1,428,270	338,135	2,686,189	1,262,696
Revenues Over/(Under) Expenditures	(169,988)	(1,428,270)	21,865	(2,086,189)	(301,715)
Transfers In	1,510,561	1,793,613	-	4,057,831	300,000
Transfers Out	5,042,613	-	-	-	-
Change in Fund Balance	(3,702,040)	365,343	21,865	1,971,642	(1,715)
Estimated Unreserved Fund Bal @ 9/30/21	\$ 8,218,830	\$ (0)	\$ 724,786	\$ 3,135,652	\$ 284,707
Estimated Revenues 2021-2022	29,012,292	-	350,000	100,000	1,473,000
Estimated Expenditures 2021-2022	28,435,164	704,784	466,685	4,493,876	1,877,431
Revenues Over/(Under) Expenditures	577,128	(704,784)	(116,685)	(4,393,876)	(404,431)
Transfers In	1,520,561	704,784	-	1,275,000	350,000
Transfers Out	1,854,784	-	-	-	-
Change in Fund Balance	242,905	0	(116,685)	(3,118,876)	(54,431)
Estimated Unreserved Fund Bal @ 9/30/22	\$ 8,461,735	\$ 0	\$ 608,101	\$ 16,777	\$ 230,276

	Drainage Capital Project Fund	Debt Service Fund	Water Wastewater Project Fund	Water/ Wastewater Fund	Solid Waste Fund	Airport Fund
Unreserved Fund Balance @ 9/30/20 CAFR	\$ 10,956,377	\$ 526,173				
Working Capital @ 9/30/20			\$ 198,736	\$ (1,813,002)	\$ 1,427,566	\$ (521,324)
Estimated Revenues 2019-2020	-	9,232,474	-	12,790,955	10,493,932	998,090
Estimated Expenditures 2019-2020	3,649,139	8,756,616	653,500	12,116,636	9,583,678	1,662,681
Revenues Over/(Under) Expenditures	(3,649,139)	475,858	(653,500)	674,319	910,254	(664,591)
Transfers In	100,000	-	653,500	500,000	-	380,000
Transfers Out	-	-	-	2,019,061	1,125,000	-
Change in Fund Balance	(3,549,139)	475,858	-	(844,742)	(214,746)	(284,591)
Estimated Unreserved Fund Bal @ 9/30/21	\$ 7,407,238	\$ 1,002,032	\$ 198,736	\$ (2,657,744)	\$ 1,212,820	\$ (805,915)
Estimated Revenues 2020-2021	-	3,954,799	-	14,219,787	5,711,102	495,150
Estimated Expenditures 2020-2021	5,643,200	3,736,486	515,000	12,196,046	4,590,078	831,549
Revenues Over/(Under) Expenditures	(5,643,200)	218,313	(515,000)	2,023,741	1,121,024	(336,399)
Transfers In	-	-	515,000	-	-	250,000
Transfers Out	-	-	-	1,880,561	850,000	-
Change in Fund Balance	(5,643,200)	218,313	-	143,180	271,024	(86,399)
Estimated Unreserved Fund Bal @ 9/30/22	\$ 1,764,038	\$ 1,220,345	\$ 198,736	\$ (2,514,563)	\$ 1,483,844	\$ (892,315)

GENERAL FUND SUMMARY	History		Current			
	2018-2019	2019-2020	2020-2021	2020-2021	2020-2021	2020-2021
	Actual	Actual	Budget	Amended	YTD -05.31.21	Estimated
BEGINNING BALANCE	9,168,008	9,097,762	11,920,870	11,920,870		11,920,870
REVENUE SUMMARY						
Taxes	21,376,563	21,929,165	22,397,561	22,420,032	18,212,851	23,179,745
Licenses and Permits	693,682	653,513	566,800	629,800	515,759	751,740
Intergovernmental Revenue	1,359,923	6,063,833	1,427,029	2,757,028	2,144,262	2,394,151
Charges for Services	2,914,648	2,243,235	2,752,500	2,762,500	1,274,810	2,024,400
Fines and Forfeitures	490,151	344,243	491,500	491,500	280,507	407,404
Rev from Use of Money	221,365	162,004	203,000	203,000	30,527	40,700
Other Income	1,738,765	1,690,561	1,530,561	1,530,561	745,281	1,510,561
Miscellaneous Revenue	378,912	297,621	176,500	543,028	84,520	90,221
*** TOTAL REVENUES ***	29,174,011	33,384,176	29,545,451	31,337,449	23,288,517	30,398,922
TOTAL AVAILABLE RESOURCES	38,342,019	42,481,938	41,466,321	43,258,319	23,288,517	42,319,793
EXPENDITURE SUMMARY						
City Commission	106,362	119,642	122,397	122,397	43,934	148,047
City Manager	345,453	383,953	432,475	432,475	263,131	405,505
City Secretary	399,662	323,267	384,118	384,118	238,489	334,658
Finance	809,344	893,530	879,768	885,868	564,286	865,708
Human Resources	275,370	318,544	301,833	369,033	146,986	322,540
Building Maintenance	875,262	785,061	844,531	949,531	452,708	779,760
Information Technology	740,021	872,887	961,878	1,025,678	629,872	1,067,503
Municipal Court	236,398	254,588	263,759	263,759	165,782	286,019
Law	297,152	343,664	291,500	291,500	182,540	291,500
Other General Expenditures	630,662	654,974	694,549	1,002,263	905,858	994,327
Police	8,555,999	8,316,643	8,920,230	9,959,797	6,013,874	9,202,677
Fire	6,109,995	6,943,384	6,394,876	6,669,376	4,432,458	6,698,375
Emergency Medical Services	285,745	242,579	281,185	835,892	273,165	385,892
Emergency Management	61,028	997,261	50,907	114,407	878,391	899,157
Public Works-Admin	246,266	277,266	281,107	515,107	200,498	281,387
Streets	1,256,150	1,241,726	1,333,329	1,465,939	867,698	1,516,716
Drain Ditch Maintenance	656,718	741,322	850,748	865,748	441,758	841,069
Fleet Maintenance	253,113	279,715	394,204	394,204	193,579	394,204
Engineering	-	-	453,068	478,068	209,929	468,416
Parks & Recreation	505,185	528,107	722,867	737,367	362,169	639,746
Library	754,020	815,703	954,419	954,419	528,159	950,253
Planning and Code Enforcement	1,240,501	1,224,760	1,042,644	1,127,992	710,051	1,108,168
Debt Service	314,072	292,910	176,722	176,722	78,688	176,722
Transfers Out-Bad Debt	-	-	-	-	-	-
General Fixed Assets	351,863	1,394,494	-	-	-	-
TOTAL OPERATING EXPENDITURES	25,306,339	28,245,979	27,033,112	30,021,658	18,784,004	29,058,350
TRANSFERS OUT						
121-Economic Incentives	1,040,000	993,256	978,270	1,579,307	1,090,172	1,793,613
415-FD Eq. Replacement	408,371	192,573	425,000	507,748	132,099	260,000
410-Capital Improv. Program	541,256	520,000	570,000	2,639,000	2,224,000	2,509,000
416-Drainage	100,000	100,000	100,000	100,000	50,000	100,000
508-Wastewater	-	259,258	-	-	-	-
550-Airport	250,000	250,000	250,000	380,000	255,000	380,000
601-Internal Service	104,641	-	-	-	-	-
***TOTAL TRANSFERS OUT	2,444,269	2,315,086	2,323,270	5,206,055	3,751,271	5,042,613
*** TOTAL EXPENDITURES ***	27,750,608	30,561,066	29,356,382	35,227,713	22,535,275	34,100,963
ENDING FUND BALANCE	10,591,411	11,920,870	12,109,939	8,030,606	753,242	8,218,830

GENERAL FUND SUMMARY	Proposed		4 YEAR PLAN			
	Fiscal Year	CM	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2021-2022	Recommend	2022-2023	2023-2024	2024-2025	2025-2026
BEGINNING BALANCE	8,218,830	8,218,830	9,465,248	9,626,328	9,814,883	10,637,091
REVENUE SUMMARY						
Taxes	23,815,885	23,525,779	23,983,665	24,102,250	24,365,786	24,634,592
Licenses and Permits	594,321	706,442	708,538	710,049	714,250	718,535
Intergovernmental Revenue	1,398,211	1,410,211	985,211	985,211	1,004,915	1,025,014
Charges for Services	2,512,145	2,512,145	3,116,293	3,118,160	3,180,523	3,244,134
Fines and Forfeitures	627,522	627,522	638,087	643,708	656,582	669,714
Rev from Use of Money	50,700	50,700	203,000	203,000	207,060	211,201
Other Income	1,520,561	1,520,561	1,390,561	1,390,561	1,390,561	1,390,561
Miscellaneous Revenue	179,493	179,493	205,674	206,810	210,946	215,165
*** TOTAL REVENUES ***	30,698,838	30,532,853	31,231,029	31,359,749	31,730,623	32,108,915
TOTAL AVAILABLE RESOURCES	38,917,668	38,751,683	40,696,277	40,986,077	41,545,507	42,746,006
EXPENDITURE SUMMARY						
City Commission	126,246	215,246	216,246	127,386	128,537	129,700
City Manager	434,689	435,213	429,913	429,913	429,913	429,913
City Secretary	436,537	439,368	412,412	413,295	414,187	415,088
Finance	921,367	908,956	922,117	926,841	932,239	935,614
Human Resources	280,041	340,863	348,721	350,721	348,721	348,721
Building Maintenance	887,500	883,237	844,700	844,700	844,700	844,700
Information Technology	1,357,099	931,750	1,193,267	1,205,767	1,150,767	1,060,767
Municipal Court	280,181	281,215	279,980	279,980	279,980	279,980
Law	292,500	291,500	291,500	291,500	291,500	291,500
Other General Expenditures	690,392	696,392	652,392	652,392	652,392	652,392
Police	10,717,234	9,247,633	9,585,359	9,641,485	9,700,504	9,807,932
Fire	6,995,198	6,605,088	6,798,392	6,981,729	6,962,409	7,018,599
Emergency Medical Services	522,005	368,371	326,216	321,479	301,480	301,479
Emergency Management	50,451	50,765	50,501	50,501	50,551	50,551
Public Works-Admin	394,067	391,554	382,436	381,236	381,236	381,236
Streets	2,914,277	1,322,727	1,615,130	1,686,130	1,404,630	1,501,130
Drain Ditch Maintenance	1,505,163	897,086	830,913	854,613	790,913	854,613
Fleet Maintenance	350,526	317,203	330,024	330,024	330,024	330,024
Engineering	751,482	574,172	501,552	535,252	499,452	497,652
Parks & Recreation	3,387,665	944,751	820,486	818,886	800,636	831,886
Library	1,148,549	947,223	984,969	990,072	987,372	987,672
Planning and Code Enforcement	1,312,683	1,167,998	1,235,435	1,343,914	1,478,974	1,565,800
Debt Service	176,853	176,853	176,853	78,818	78,818	78,818
Transfers Out-Bad Debt	-	-	-	-	-	-
General Fixed Assets	-	-	-	-	-	-
TOTAL OPERATING EXPENDITURES	35,932,704	28,435,164	29,229,516	29,536,634	29,239,936	29,595,768
TRANSFERS OUT						
121-Economic Incentives	681,450	704,784	540,434	334,559	358,479	-
415-FD Eq. Replacement	500,000	350,000	500,000	500,000	510,000	520,200
410-Capital Improv. Program	550,000	550,000	550,000	550,000	550,000	550,000
416-Drainage	-	-	-	-	-	-
508-Wastewater	-	-	-	-	-	-
550-Airport	250,000	250,000	250,000	250,000	250,000	250,000
601-Internal Service	-	-	-	-	-	-
***TOTAL TRANSFERS OUT	1,981,450	1,854,784	1,840,434	1,634,559	1,668,479	1,320,200
*** TOTAL EXPENDITURES ***	37,914,154	30,289,948	31,069,950	31,171,193	30,908,415	30,915,968
ENDING FUND BALANCE	1,003,513	8,461,735	9,626,328	9,814,883	10,637,091	11,830,039
	(7,215,316)	242,905	161,079	188,556	822,208	1,192,948

General Fund

5 Year Plan - Personnel

FY 2021-2022

Dept	Job Title	Salary	Fringe Benefits	Total
Finance	Accounting Clerk-PT	13,822	1,343	15,165
Police	Dispatcher	35,360	11,959	47,319
Parks & Rec	Crew Leader	28,538	12,221	40,759
	Laborer	21,008	10,686	31,694
	Laborer	21,008	10,686	31,694
Library	Library Clerk-PT	10,660	1,102	11,762
Planning & Code Enf.	Code Enforcement Officer	35,000	11,859	46,859
TOTAL PERSONNEL FY 2022		165,396	59,856	225,252

FY 2022-2023

Dept	Job Title	Salary	Fringe Benefits	Total
Police	Dispatcher	35,360	12,534	47,894
	Records Clerk	24,960	10,785	35,745
	Police Officer	50,686	17,087	67,773
Fire	Firefighter	35,000	15,108	50,108
Planning & Code Enf.	Health Inspector	35,000	12,673	47,673
	City Planner	40,000	13,314	53,314
TOTAL PERSONNEL FY 2023		221,006	81,501	302,507

FY 2023-2024

Dept	Job Title	Salary	Fringe Benefits	Total
Police	Police Officer	52,206	17,681	69,887
Fire	Firefighter	35,000	15,297	50,297
	Deputy Chief	68,982	23,568	92,550
Library	Library Clerk-PT	10,660	1,124	11,784
	Library Clerk-PT	10,660	1,124	11,784
	Library Clerk-PT	10,660	1,124	11,784
	Library Clerk-PT	10,660	1,124	11,784
Planning & Code Enf.	Building Inspector	35,000	14,497	49,497
Streets	Superintendent	55,000	20,800	75,800
TOTAL PERSONNEL FY 2024		288,828	96,339	385,167

FY 2024-2025

Dept	Job Title	Salary	Fringe Benefits	Total
Police	Police Officer	53,772	18,297	72,069
Fire	Firefighter	35,000	15,490	50,490
Planning & Code Enf.	Animal Care & Control Officer	29,120	13,658	42,778
	WACS Director	45,000	17,304	62,304
	WACS Asst. Director	40,000	16,156	56,156
TOTAL PERSONNEL FY 2025		202,892	80,905	283,797

FY 2025-2026

Dept	Job Title	Salary	Fringe Benefits	Total
Police	Police Officer	55,385	18,937	74,322
Fire	Firefighter	35,000	15,690	50,690
Planning & Code Enf.	Code Enforcement	35,000	15,016	50,016
	Building Enforcement	35,000	13,178	48,178
TOTAL PERSONNEL FY 2026		160,385	62,821	223,206

General Fund

5 Year Plan - Capital Outlay

FY 2021-2022

Department	Description	Qty	Per unit	Total
City Secretary	2021 Ford Escape	1	25,000	25,000
City Secretary's Total				25,000
Building Maintenance	3/4 Ton Truck w/Service Body & Lift	1	45,000	45,000
Building Maintenance				45,000
Information Technology	Computer Replacement	1	35,000	35,000
Information Technology				35,000
Police	Taser & Taser Equipment	1	31,100	31,100
	Duty Gear & Equipment	1	44,000	44,000
	Unmarked Police Vehicle	1	36,000	36,000
	Marked Police Vehicle	2	64,000	128,000
Police				239,100
Fire	Rescue tools / Jacks / Air bags	1	45,000	45,000
	Rescue Boat inflatable (Zodiac FC420)	1	19,000	19,000
Fire				64,000
EMS	Power load	1	20,000	20,000
	MICU Ventilator	6	6,995	41,970
	LP 15 EKG monitor	1	33,616	33,616
EMS				95,586
Streets	Oil Sprayer Trailer	1	50,000	50,000
	3/4 Ton Pickup (Traffic)	1	30,000	30,000
Streets				80,000
Drain Ditch	3/4 ton pickup single cab	1	35,000	35,000
	Remote Control Mower	1	60,000	60,000
Drain Ditch				95,000
Fleet Maint.	AC Recovery Machine	1	5,000	5,000
Fleet Maint.				5,000
Engineering	Trimble GPS Equipment	1	30,000	30,000
	1/2 ton pickup truck 4x4 crew cab	1	30,000	30,000
	Flood Warning Detection system	3	10,000	30,000
Engineering				90,000
Parks & Rec	Stump Cutter-Tracked	1	18,600	18,600
	Zturn 72" Deck Mower	1	15,000	15,000
	1/2 ton truck/tool box/lighting	1	35,000	35,000
Parks & Rec				68,600
Planning & CE	Animal Control Unit	1	60,000	60,000
	Vector Control Machine	1	12,000	12,000
Planning & CE				72,000
TOTAL CAPITAL OUTLAY FOR FY 2022				914,286

General Fund

5 Year Plan - Capital Outlay

FY 2022-2023

Department	Description	Qty	Per unit	TOTAL
Information Technology	Various	1	100,000	100,000
	PD Video Storage/Expand Storage	1	45,000	45,000
	Disaster Recovery Site-Design	1	50,000	50,000
	DR Fiber Optic Ring-Construction	1	25,000	25,000
	New Control Access	1	22,500	22,500
Police	Unmarked Police Vehicle	2	37,080	74,160
	Marked Police Vehicle	3	65,920	197,760
Fire	Rescue tools / Jacks / air bags	1	45,000	45,000
	Portable/Mobile radios	1	13,000	13,000
	Fire Hoses 1 3/4 inch (50 hoses)	1	10,000	10,000
EMS	Power load	1	20,000	20,000
	LP 15 EKG Monitor	1	33,615	33,615
Streets	Front Loader 3 yd bucket	1	175,000	175,000
	Used Water Tank Truck	1	30,000	30,000
	1 ton flat bed	1	43,000	43,000
Drain Ditch	3/4 ton pickup single cab	1	40,000	40,000
Parks & Rec	Zturn 72" Deck Mower	1	15,000	15,000
	1/2 ton truck/tool box/lighting	1	35,000	35,000
Planning & CE	Vector Control Machine	1	12,000	12,000
	Ford F150	1	30,000	30,000

TOTAL CAPITAL OUTLAY FOR FY 2023 1,016,035

FY 2023 FY 2023-2024

Department	Description	Qty	Per unit	TOTAL
Information Technology	Various	1	100,000	100,000
	Disaster Recovery Site-Hardware	1	120,000	120,000
	DR Fiber Optic Ring-Hardware	1	25,000	25,000
Police	Unmarked Police Vehicle	1	38,192	38,192
	Marked Police Vehicle	3	67,898	203,694
Fire	Rescue tools / Jacks	1	45,000	45,000
	Portable/Mobile radios	1	13,000	13,000
	Rescue Boat (jon boat)	1	28,110	28,110
EMS	Power load	1	20,000	20,000
	LP 15 EKG Monitor	1	33,615	33,615
Streets	Street Zipper	1	300,000	300,000
	3/4 ton pickup	1	35,000	35,000
Drain Ditch	Tractor & Shredder	1	50,000	50,000
Engineering	1/2 ton pickup truck 4x4 crew cab	1	30,000	30,000
Parks & Rec	Zturn 72" Deck Mower	1	15,000	15,000
	1/2 ton truck/tool box/lighting	1	35,000	35,000
Planning & CE	Animal Control F250	1	60,000	60,000
	Ford F150	1	30,000	30,000

TOTAL CAPITAL OUTLAY FOR FY 2024 1,181,611

General Fund

5 Year Plan - Capital Outlay

FY 2024-2025

Department	Description	Qty	Per unit	TOTAL
Information Technology	Various	1	100,000	100,000
	Disaster Recovery Site-Connectivity &	1	75,000	75,000
	DR Fiber Optic Ring-Testing	1	15,000	15,000
Police	Marked Police Vehicle	3	69,935	209,805
Fire	Extractor Station #3	1	15,000	15,000
	Bunker / Hose Dryer Station #3	1	11,000	11,000
	Station Furiture	1	10,000	10,000
EMS	LP 15 EKG Monitor	1	33,616	33,616
Streets	3/4 Ton Pick Up	1	40,000	40,000
Parks & Rec	Zturn 72" Deck Mower	2	15,000	30,000
Planning & CE	Vector Control machine	1	12,000	12,000
	Ford F150	1	30,000	30,000
TOTAL CAPITAL OUTLAY FOR FY 2025				<u><u>581,421</u></u>

FY 2025-2026

Department	Description	Qty	Per unit	TOTAL
IT	Various	1	100,000	100,000
PD	Marked Police Vehicle	3	72,033	216,099
Fire	Portable/Mobile radios	1	13,000	13,000
	SCBA	5	6,500	32,500
EMS	LP 15 EKG Monitor	1	33,615	33,615
Streets	Dump Truck 14 yard	1	110,000	110,000
	3/4 Ton Pick Up	1	40,000	40,000
Drain Ditch	Tractor & Shredder	1	50,000	50,000
Parks & Rec	Zturn 72" Deck Mower	1	15,000	15,000
	Utility Vehicle	1	18,000	18,000
	Utility Tractor	1	30,000	30,000
TOTAL CAPITAL OUTLAY FOR FY 2026				<u><u>658,214</u></u>

General Fund

5 Year Plan - Equipment

FY 2021-2022

Dept	Description	Qty	Per Unit	Total
Finance	Desktop Printers	2	1,500	3,000
Finance				3,000
Human Resources	Laptop & scanner	1	1,200	1,200
Human Resources				1,200
Information Tech.	Office Chairs	3	250	750
	Video Editing Software	1	650	650
Information Tech.				1,400
Police	Riffles - on current staff	10	900	9,000
	Filing Cabinets	4	223	892
	Conference Table	1	180	180
	Executive Chair	1	300	300
	Captain Chairs	2	124	248
	Iron Horse Chairs 24/7 Dispatch	7	2,097	14,679
Police				25,299
Fire	Fire Hoses 1 1/2"	45	110	4,950
	Dive/Water rescue equipment	2	2,250	4,500
	Dive Communications	1	2,150	2,150
	Hose rack portable rack	1	2,900	2,900
	SCBA Masks	20	285	5,700
Fire				20,200
EMS	Pulse Ox	12	800	9,600
EMS				9,600
PW Admin	TV Monitor/Computer/Speakers	1	2,000	2,000
	Conference table and Chairs	1	1,000	1,000
	Public Works canopy	1	1,000	1,000
	Phone for Conference Room	1	500	500
	Computer Monitors	3	400	1,200
PW Admin				5,700
Streets	MC30 Tank	1	3,000	3,000
	Tires for paver	8	1,250	10,000
	Tires for front loader	4	1,000	4,000
	pneumatic asphalt roller tires	12	200	2,400
Streets				19,400
Drain Ditch	Weedeaters	2	500	1,000
	Chair	1	300	300
	Computer & Monitor	1	1,000	1,000
	Pump Hoses 12"	6	2,500	15,000
Drain Ditch				17,300
Fleet Maint.	High Bay Lights	10	500	5,000
	Hand wash Sink/faucet	1	800	800
Fleet Maint.				5,800
Engineering	Traffic Counters	2	2,400	4,800
	Truck Bed Covers	2	1,000	2,000
	Workstation office chairs	6	200	1,200
	Computer	1	2,000	2,000
Engineering				10,000
Parks & Rec	Ice machine 500 lbs	1	3,500	3,500
	Ice machine 500 lbs	1	3,500	3,500
	Athletic Field Marker	1	1,200	1,200

General Fund 5 Year Plan - Equipment

	6' Adjustable Harrow	1	3,800	3,800
			Parks & Rec	12,000
Library	Customer Computers	10	800	8,000
	Replace Programing Technology	2	250	500
	Dyson Ball Animal 2	2	500	1,000
	Barcode Hand Scanners	2	350	700
			Library	10,200
Planning & CE	Portable Radios	7	3,500	24,500
	Deer Cams	4	500	2,000
	Tote Car Organizers	10	100	1,000
	Drills sets	3	250	750
	Multi combo kit	1	199	199
	Leaser levels	3	500	1,500
	Flash lights rechargeable	3	200	600
	Rechargeable head lamps	3	200	600
	Moisture meters	3	250	750
	Animal Control Supply	1	2,000	2,000
	Traffic cones/safety equipment	3	300	900
	Office chairs	7	400	2,800
	Desk Monitor 27"	4	400	1,600
			Planning & CE	39,199
			TOTAL EQUIPMENT FY 2022	180,298

FY 2022-2023

Dept	Description	Qty	Per Unit	Total
Finance	Computer Monitors	4	225	900
PD	Riffles	5	900	4,500
	Riffles	5	900	4,500
	Taser Cartridges	40	40	1,600
	Other Equipment	1	7,000	7,000
Fire	SCBA Masks	20	285	5,700
	Dive/water rescue equipment set	2	2,250	4,500
EMS	Portable suction	6	700	4,200
	Vaccum Matress	3	970	2,910
Streets	Plate compactor paver	1	2,500	2,500
	Tires for Motor grader	6	2,250	13,500
Drain Ditch	Weedeaters	2	500	1,000
	Pole Saw	1	700	700
	Chainsaw	1	600	600
PW Admin	Computer Monitors	3	400	1,200
Engineering	Computer Monitors	10	200	2,000
	GIS Collectors	2	2,500	5,000
Parks & Rec	Pole Saw	2	700	1,400
	String Timmer	2	350	700
	Blower	2	350	700
	Chainsaw 20"	1	550	550
Library	Customer Computers	10	800	8,000
	Replace miscellaneous worn eq	5	300	1,500
	Barcode Hand Scanners	2	350	700
Planning & CE	Drone	1	2,000	2,000
	Vehicle Toolboxes	3	400	1,200
	Traffic cones/safety equipment	3	300	900
	Smoke detector equipment	3	100	300
	Lead test equipment	3	1,000	3,000
	Animal Control Supply	1	2,200	2,200
	Desk Monitor 27"	4	400	1,600
			TOTAL EQUIPMENT FY 2022	87,060

General Fund 5 Year Plan - Equipment

FY 2023-2024

Dept	Description	Qty	Per Unit	Total
Finance	Computer Monitors	4	225	900
Human Resources	Desktop printer	1	2,000	2,000
PD	Taser Cartridges	40	40	1,600
	Other Equipment	1	7,000	7,000
Fire	SCBA Masks	20	285	5,700
	Dive/water rescue equipment set	2	2,250	4,500
	Fire Hoses 2 1/2 inch	50	270	13,500
Drain Ditch	Weedeaters	2	500	1,000
	Pump & Hoses 12"	6	2,500	15,000
Engineering	Large Format Printer	1	4,900	4,900
	GIS Collectors	2	2,500	5,000
Parks & Rec	Pole Saw	1	700	700
	String Timmer	1	350	350
	Blower	1	350	350
	Chainsaw 16"	1	350	350
Library	Customer Computers	10	800	8,000
	Replace miscellaneous worn eq	5	300	1,500
	New Eq. needs due to Library expansion	10	500	5,000
	Barcode Hand Scanners	2	350	700
Planning & CE	Rechargeable head lamps	3	200	600
	Flash lights rechargeable	3	200	600
	Animal Control Supply	1	2,800	2,800
	Desk Monitor 27"	2	400	800
TOTAL EQUIPMENT FOR FY 2024				82,850

FY 2024-2025

Dept	Description	Qty	Per Unit	Total
Finance	Desktop Printers	1	1,500	1,500
PD	Taser Cartridges	40	40	1,600
Fire	Onboard Generator replacement	1	4,000	4,000
Streets	Tires for Motor grader	6	2,250	13,500
Drain Ditch	Weedeaters	2	500	1,000
	Pole Saw	1	700	700
	Chainsaw	1	600	600
Engineering	Drone	1	3,000	3,000
Parks & Rec	Pole Saw	2	700	1,400
	String Timmer	2	350	700
	Blower	2	350	700
	Chainsaw 16"	2	350	700
Library	Customer Computers	10	800	8,000
	Replace miscellaneous worn eq	5	300	1,500
	Barcode Hand Scanners	2	350	700
Planning & CE	Traffic Cones/safety equipment	3	300	900
	Smoke detector	3	100	300
	Lead Test Equipment	3	1,000	3,000
	Animal control supply	1	3,300	3,300
TOTAL EQUIPMENT FOR FY 2025				47,100

General Fund 5 Year Plan - Equipment

FY 2025-2026

Dept	Description	Qty	Per Unit	Total
PD	Taser Cartridges	40	40	1,600
Drain Ditch	Weedeaters	2	500	1,000
	Pump & Hoses 12"	6	2,500	15,000
Parks & Rec	Pole Saw	1	700	700
	String Timmer	1	350	350
	Blower	1	350	350
	Chainsaw 16"	1	350	350
Library	Customer Computers	10	800	8,000
	Replace miscellaneous worn eq	5	300	1,500
	Barcode Hand Scanners	2	350	700
Planning & CE	Leaser levels	3	500	1,500
	Drills sets	3	250	750
	Moisture meters	3	250	750
	Tote Car Organizers	10	100	1,000
	Traffic cones/safety equipment	3	300	900
	Metal detectors	3	300	900
	Smoke detector equipment	3	100	300
	Lead test equipment	3	1,000	3,000
	Gas test equipment	3	1,000	3,000
	Flash lights rechargeable	3	200	600
	Rechargeable head lamps	3	200	600
	Animal Control Supply	1	3,800	3,800
TOTAL EQUIPMENT FOR FY 2026				46,650

FD EQUIP. REPLACEMENT FUND

FINANCIAL SUMMARY	History		Current			
	2018-2019 Actuals	2019-2020 Actuals	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 05.31.21	2020-2021 Estimated
BEGINNING BALACE	367,927	420,872	286,422	286,422		286,422
415-4000-450010 INTERGOVERNMENTAL REVENUE	-	-	-	-	82,748	82,748
415-4000-490000 OTHER FINANCING SOURCES	71,145	-	887,000	887,000	-	878,233
415-4000-490100 TRANSFERS FROM OTHER FUNDS	408,371	192,573	425,000	507,748	132,099	300,000
Other Financing Sources Total:	479,516	192,573	1,312,000	1,394,748	214,847	1,260,981
TOTAL AVAILABLE RESOURCES	847,443	613,445	1,598,422	1,681,170	214,847	1,547,403
EXPENDITURE SUMMARY						
415-5206-522810 OTHER SERVICES	-	-	-	-	-	-
415-5206-550100 CAPITAL OUTLAY	71,145	-	-	-	-	-
415-5206-550110 EQUIPMENT-OFFICE FURNITURE	6,702	-	-	-	-	-
415-5206-554240 VEHICLES	-	-	887,000	887,000	-	972,435
415-5600-550020 PUBLIC SAFETY	35,000	-	-	-	-	-
415-5700-566120 CAPITAL LEASE PRINCIPAL	267,023	285,612	256,668	356,668	238,703	256,668
415-5700-566220 CAPITAL LEASE INTEREST	46,701	41,411	33,593	33,593	27,711	33,593
TOTAL EXPENDITURES	426,571	327,023	1,177,261	1,277,261	266,414	1,262,696
ENDING BALACE	420,872	286,422	421,161	403,909	(51,567)	284,707

FD EQUIP. REPLACEMENT FUND	PROPOSED 4 YEAR PLAN					
FINANCIAL SUMMARY	Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
BEGINNING BALACE	284,707	284,707	230,276	229,030	216,651	136,427
415-4000-450010 INTERGOVERNMENTAL REVENUE	-	-	-	-	-	43,000
415-4000-490000 OTHER FINANCING SOURCES	1,473,000	1,473,000	162,000	786,500	340,000	700,000
415-4000-490100 TRANSFERS FROM OTHER FUNDS	350,000	350,000	500,000	500,000	510,000	520,200
Other Financing Sources Total:	1,823,000	1,823,000	662,000	1,286,500	850,000	1,263,200
TOTAL AVAILABLE RESOURCES	2,107,707	2,107,707	892,276	1,515,530	1,066,651	1,399,627
EXPENDITURE SUMMARY						
415-5206-522810 OTHER SERVICES	-	-	-	-	-	-
415-5206-550100 CAPITAL OUTLAY	-	-	-	-	-	-
415-5206-550110 EQUIPMENT-OFFICE FURNITURE	-	-	-	-	-	-
415-5206-554240 VEHICLES	1,473,000	1,473,000	162,000	786,500	340,000	700,000
415-5600-550020 PUBLIC SAFETY	-	-	-	-	-	-
415-5700-566120 CAPITAL LEASE PRINCIPAL	351,591	351,591	414,147	432,447	499,292	571,464
415-5700-566220 CAPITAL LEASE INTEREST	52,840	52,840	87,098	79,932	90,932	86,574
TOTAL EXPENDITURES	1,877,432	1,877,431	663,246	1,298,879	930,224	1,358,038
ENDING BALACE	230,276	230,276	229,030	216,651	136,427	41,589

ECONOMIC INCENTIVES FUND

Financial Summary	History		Current			
	2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 04.30.21	2020-2021 Estimated
BEGINNING BALACE	(71,256)	(143,608)	(365,342)	(365,342)		(365,342)
121-4000-490100 TRANSFERS IN	1,111,256	993,256	978,270	1,579,307	1,090,172	1,793,613
Other Financing Sources Total:	1,111,256	993,256	978,270	1,579,307	1,090,172	1,793,613
REVENUE Total:	1,111,256	993,256	978,270	1,579,307	1,090,172	1,793,613
TOTAL AVAILABLE RESOURCES	1,040,000	849,648	612,928	1,213,965	1,090,172	1,428,271
EXPENDITURES DETAIL						
121-5101-523010 SALES TAX AGREEMENT	590,635	591,644	342,457	342,457	233,269	342,457
121-5101-553120 CAPITAL OUTLAY IMPROV.	592,973	623,346	635,813	1,085,813	925,723	1,085,813
121-5140-580000 TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES DETAIL	1,183,608	1,214,990	978,270	1,428,270	1,158,991	1,428,270
ENDING BALACE	(143,608)	(365,342)	(365,342)	(214,305)	(68,819)	-

ECONOMIC INCENTIVES FUND	PROPOSED		4 YEAR PLAN			
	Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
Financial Summary						
BEGINNING BALACE	-	-	-	-	-	-
121-4000-490100 TRANSFERS IN	681,450	704,784	517,100	344,559	351,450	358,479
Other Financing Sources Total:	681,450	704,784	517,100	344,559	351,450	358,479
REVENUE Total:	681,450	704,784	517,100	344,559	351,450	358,479
TOTAL AVAILABLE RESOURCES	681,450	704,784	517,100	344,559	351,450	358,479
EXPENDITURES DETAIL						
121-5101-523010 SALES TAX AGREEMENT	25,000	46,706	-	-	-	-
121-5101-553120 CAPITAL OUTLAY IMPROV.	656,450	658,078	517,100	344,559	351,450	358,479
121-5140-580000 TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES DETAIL	681,450	704,784	517,100	344,559	351,450	358,479
ENDING BALACE	-	0	-	-	-	-

Vital Statistics Fund		History		Current			
Financial Summary		2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 04.30.21	2020-2021 Estimated
BEGINNING BALACE		103,938	110,931	116,446			116,446
104-4000-431320 VITALS STATISTICS		6,993	5,515	6,200	6,200	4,138	6,800
REVENUE Total:		6,993	5,515	6,200	6,200	4,138	6,800
TOTAL AVAILABLE RESOURCES		110,931	116,446	122,646	6,200	4,138	123,246
EXPENDITURES DETAIL							
104-5105-544001 OFFICE SUPPLIES		-	-	700	700	1,731	2,000
TOTAL EXPENDITURES DETAIL		-	-	700	700	1,731	2,000
ENDING BALACE		110,931	116,446	121,946			121,246

Vital Statistics Fund	PROPOSED		5 YEAR PLAN			
	Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
Financial Summary						
BEGINNING BALACE	121,246	121,246	126,746	132,246	137,746	143,246
104-4000-431320 VITALS STATISTICS	6,200	6,200	6,200	6,200	6,200	6,200
REVENUE Total:	6,200	6,200	6,200	6,200	6,200	6,200
TOTAL AVAILABLE RESOURCES	127,446	127,446	132,946	138,446	143,946	149,446
EXPENDITURES DETAIL						
104-5105-544001 OFFICE SUPPLIES	700	700	700	700	700	700
TOTAL EXPENDITURES DETAIL	700	700	700	700	700	700
ENDING BALACE	126,746	126,746	132,246	137,746	143,246	148,746

Court Administration Fund		History		Current			
Financial Summary		2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 04.30.21	2020-2021 Estimated
BEGINNING BALACE		102,781	105,959	99,015			99,015
105-4000-441200	MUN COURT-TECHNOLOGY	13,249	7,729	15,150	15,150	2,419	5,000
105-4000-441206	10% TIME PAYMENT	572	385	505	505	500	1,000
105-4000-442200	LOCAL MC BUILDING SECURITY	-	1,316	600	600	4,270	6,000
105-4000-442202	LOCAL TRUANCY PREVENTION	-	1,342	600	600	4,357	6,000
105-4000-442204	LOCAL MC TECHNOLOGY	-	1,074	450	450	3,485	6,000
105-4000-442206	LOCAL MC JURY FEE	-	27	20	20	87	200
REVENUE Total:		13,821	11,873	17,325	17,325	15,117	24,200
TOTAL AVAILABLE RESOURCES		116,602	117,832	116,340	17,325	15,117	123,215
EXPENDITURE DETAIL							
105-5120-522320	COPYING EXPENSES	-	-	1,000	1,000	-	1,000
105-5120-522780	COMPUTER VENDOR SUPPORT	10,644	11,176	12,100	12,100	11,735	11,735
105-5120-522810	OTHER SERVICES	-	25	-	-	-	-
105-5100-548050	EQUIPMENT-NON CAPITALIZED	-	-	-	-	131	131
105-5120-550100	CAPITAL OUTLAY	-	-	-	-	-	-
105-5120-550110	EQUIPMENT-OFFICE FURNITUR	-	7,615	-	-	-	-
TOTAL EXPENDITURES DETAIL		10,644	18,816	13,100	13,100	11,866	12,866
ENDING BALACE		105,959	99,015	103,240			110,349

Court Administration Fund		5 YEAR PLAN				
Financial Summary	PROPOSED					
	Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
BEGINNING BALACE	110,349	110,349	120,949	131,549	142,149	152,749
105-4000-441200 MUN COURT-TECHNOLOGY	5,000	5,000	5,000	5,000	5,000	5,000
105-4000-441206 10% TIME PAYMENT	1,000	1,000	1,000	1,000	1,000	1,000
105-4000-442200 LOCAL MC BUILDING SECURITY	6,000	6,000	6,000	6,000	6,000	6,000
105-4000-442202 LOCAL TRUANCY PREVENTION	6,000	6,000	6,000	6,000	6,000	6,000
105-4000-442204 LOCAL MC TECHNOLOGY	6,000	6,000	6,000	6,000	6,000	6,000
105-4000-442206 LOCAL MC JURY FEE	200	200	200	200	200	200
REVENUE Total:	24,200	24,200	24,200	24,200	24,200	24,200
TOTAL AVAILABLE RESOURCES	134,549	134,549	145,149	155,749	166,349	176,949
EXPENDITURE DETAIL						
105-5120-522320 COPYING EXPENSES	1,000	1,000	1,000	1,000	1,000	1,000
105-5120-522780 COMPUTER VENDOR SUPPORT	12,100	12,100	12,100	12,100	12,100	12,100
105-5120-522810 OTHER SERVICES	-	-	-	-	-	-
105-5100-548050 EQUIPMENT-NON CAPITALIZED	500	500	500	500	500	500
105-5120-550100 CAPITAL OUTLAY	-	-	-	-	-	-
105-5120-550110 EQUIPMENT-OFFICE FURNITUR	-	-	-	-	-	-
TOTAL EXPENDITURES DETAIL	13,600	13,600	13,600	13,600	13,600	13,600
ENDING BALACE	120,949	120,949	131,549	142,149	152,749	163,349

INTEREST & SINKING FUND		History		Current			
Financial Summary		2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 04.30.21	2020-2021 Estimated
BEGINNING BALACE		400,509	382,103	524,029			524,029
301-4000-401100	CURRENT ADVALOREM TAX	2,619,297	2,792,441	3,087,318	3,087,318	2,918,363	3,087,318
301-4000-401200	DELINQUENT ADVALOREM TAX	77,356	76,643	40,000	40,000	44,523	77,523
301-4000-401900	INTEREST & PENALTY ON TAX	69,523	60,240	5,000	5,000	38,364	66,500
Property taxes Total:		2,766,176	2,929,325	3,132,318	3,132,318	3,001,250	3,231,341
301-4000-460100	INTEREST EARNED	36,571	31,947	35,500	35,500	3,483	7,000
301-4000-460300	INTEREST ON INVESTMENTS	13,124	5,881	10,500	10,500	328	700
301-4000-493300	OTH FIN SOURCE-BOND REFUN	-	-	-	-	5,385,000	5,385,000
Other Revenue Total:		49,696	37,827	46,000	46,000	5,388,810	5,392,700
TOTAL AVAILABLE RESOURCES		3,216,381	3,349,255	3,702,347	3,178,318	8,390,060	9,148,070
EXPENDITURE DETAIL							
301-5700-566110	BOND PRINCIPAL	2,091,072	2,130,000	2,190,000	2,190,000	1,695,000	2,335,000
301-5700-566210	BOND INTEREST	742,075	693,681	627,703	627,703	239,457	479,536
301-5700-566300	FISCAL CHARGES	-	-	-	-	79,018	79,018
301-5700-566301	DEBT ADMINISTRATION FEES	1,130	1,545	1,000	1,000	1,130	1,130
301-5800-583010	OTH FIN USE-PMT TO ESCROW	-	-	-	-	5,305,982	5,305,982
TOTAL EXPENDITURE DETAIL		2,834,277	2,825,226	2,818,703	2,818,703	7,320,587	8,200,666
ENDING BALACE		382,103	524,029	883,644			947,404

INTEREST & SINKING FUND	PROPOSED		4 YEAR PLAN			
	Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
Financial Summary						
BEGINNING BALANCE	947,404	947,404	714,906	926,758	2,158,475	3,415,075
301-4000-401100 CURRENT ADVALOREM TAX	2,792,000	3,184,758	3,216,606	3,248,772	3,281,260	3,314,072
301-4000-401200 DELINQUENT ADVALOREM TAX	77,523	77,523	77,523	77,523	77,523	77,523
301-4000-401900 INTEREST & PENALTY ON TAX	67,165	67,165	67,165	67,165	67,165	67,165
Property taxes Total:	2,936,688	3,329,446	3,361,294	3,393,460	3,425,948	3,458,760
301-4000-460100 INTEREST EARNED	10,000	10,000	25,000	25,000	25,000	25,000
301-4000-460300 INTEREST ON INVESTMENTS	1,100	1,100	6,000	6,000	6,000	6,000
301-4000-493300 OTH FIN SOURCE-BOND REFUN	-	-	-	-	-	-
Other Revenue Total:	11,100	11,100	31,000	31,000	31,000	31,000
TOTAL AVAILABLE RESOURCES	3,895,192	4,287,951	4,107,200	4,351,217	5,615,422	6,904,835
EXPENDITURE DETAIL						
301-5700-566110 BOND PRINCIPAL	2,260,000	2,260,000	2,425,000	1,515,000	1,580,000	1,640,000
301-5700-566210 BOND INTEREST	919,286	919,286	754,442	676,742	619,347	558,602
301-5700-566300 FISCAL CHARGES	-	-	-	-	-	-
301-5700-566301 DEBT ADMINISTRATION FEES	1,000	1,000	1,000	1,000	1,000	1,000
301-5800-583010 OTH FIN USE-PMT TO ESCROW	-	-	-	-	-	-
TOTAL EXPENDITURE DETAIL	3,180,286	3,180,286	3,180,442	2,192,742	2,200,347	2,199,602
ENDING BALANCE	714,906	1,107,665	926,758	2,158,475	3,415,075	4,705,233

SERIES 2019 I&S DEBT FUND

Financial Summary	History		Current			
	2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 04.30.21	2020-2021 Estimated
BEGINNING BALANCE	-	-	2,144	2,144		2,144
302-4000-401100 CURRENT ADVALOREM TAX	-	542,208	589,933	589,933	562,094	589,933
302-4000-401200 DELINQUENT ADVALOREM TAX	-	-	-	-	8,575	10,000
301-4000-401900 INTEREST & PENALTY ON TAX	-	12,665	-	-	7,389	8,500
Property taxes Total:	-	554,873	589,933	589,933	578,058	608,433
TOTAL AVAILABLE RESOURCES	-	554,873	592,077	592,077	578,058	610,577
EXPENDITURE DETAIL						
302-5700-566110 BOND PRINCIPAL	-	220,000	190,000	190,000	190,000	190,000
302-5700-566210 BOND INTEREST	-	332,729	365,950	365,950	185,350	365,950
302-5700-566301 DEBT ADMINISTRATION FEES	-	-	-	-	-	-
TOTAL EXPENDITURE DETAIL	-	552,729	555,950	555,950	375,350	555,950
ENDING BALANCE	-	2,144	36,127	36,127		54,627

SERIES 2019 I&S DEBT FUND

Financial Summary	PROPOSED		4 YEAR PLAN			
	Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
BEGINNING BALANCE	54,627	54,627	107,112	171,372	115,647	63,999
302-4000-401100 CURRENT ADVALOREM TAX	590,000	595,653	601,610	607,626	613,702	619,839
302-4000-401200 DELINQUENT ADVALOREM TAX	10,100	10,100	10,100	10,100	10,100	10,100
301-4000-401900 INTEREST & PENALTY ON TAX	8,585	8,500	8,500	8,500	8,500	8,500
Property taxes Total:	608,685	614,253	620,210	626,226	632,302	638,439
TOTAL AVAILABLE RESOURCES	663,312	668,880	727,322	797,597	747,949	702,438
EXPENDITURE DETAIL						
302-5700-566110 BOND PRINCIPAL	200,000	200,000	210,000	350,000	370,000	390,000
302-5700-566210 BOND INTEREST	356,200	356,200	345,950	331,950	313,950	294,950
302-5700-566301 DEBT ADMINISTRATION FEES	-	-	-	-	-	-
TOTAL EXPENDITURE DETAIL	556,200	556,200	555,950	681,950	683,950	684,950
ENDING BALANCE	107,112	112,680	171,372	115,647	63,999	17,488

HOTEL/MOTEL TAX FUND

Financial Summary	History		Current			
	2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD	2020-2021 Estimated
Beginning Balance	637,706	682,674	702,921	702,921	702,921	702,921
221-4000-413300 ROOM OCCUPANCY TAX	349,728	381,039	350,000	350,000	206,986	360,000
Non property taxes Total:	349,728	381,039	350,000	350,000	206,986	360,000
TOTAL AVAILABLE RESOURCES	987,434	1,063,713	1,052,921	1,052,921	909,907	1,062,921
EXPENDITURE SUMMARY						
221-5102-522380 UTILITIES	32,539	34,757	40,000	40,000	9,656	36,000
221-5102-522626 MAINT-BUILDING	136	-	-	-	-	-
221-5102-533010 PROFESSIONAL SERVICES	9,808	6,400	10,000	10,000	6,820	10,000
221-5504-522242 COMMUNITY PROMOTION	1,512	-	10,000	10,000	-	-
221-5504-528479 CONTRIB-VALLEY NATURE CTR	39,100	40,800	25,000	25,000	25,000	25,000
221-5504-528493 WESLACO CHAMBER OF COMM	183,665	236,635	242,135	242,135	60,534	242,135
221-5504-528497 FRONTERA AUDUBON	33,000	39,000	20,000	20,000	20,000	20,000
221-5504-528499 VALLEY CHAMB COMM	5,000	3,200	5,000	5,000	2,500	5,000
TOTAL EXPENDITURES	304,760	360,792	352,135	352,135	124,510	338,135
Ending Balance	682,674	702,921	700,786	700,786	785,397	724,786

HOTEL/MOTEL TAX FUND

Financial Summary	PROPOSED		4 YEAR PLAN			
	Fiscal Year	2021-2022	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2021-2022	CM Recommend	2022-2023	2023-2024	2024-2025	2025-2026
Beginning Balance	724,786	724,786	648,101	571,416	514,731	462,046
221-4000-413300 ROOM OCCUPANCY TAX	350,000	350,000	350,000	370,000	374,000	374,000
Non property taxes Total:	350,000	350,000	350,000	370,000	374,000	374,000
TOTAL AVAILABLE RESOURCES	1,074,786	1,074,786	998,101	941,416	888,731	836,046
EXPENDITURE SUMMARY						
221-5102-522380 UTILITIES	40,000	40,000	40,000	40,000	40,000	40,000
221-5102-522626 MAINT-BUILDING	-	-	-	-	-	-
221-5102-533010 PROFESSIONAL SERVICES	10,000	10,000	10,000	10,000	10,000	10,000
221-5504-522242 COMMUNITY PROMOTION	5,000	5,000	5,000	5,000	5,000	5,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR	40,000	80,000	40,000	40,000	40,000	40,000
221-5504-528493 WESLACO CHAMBER OF COMM	275,185	275,185	275,185	275,185	275,185	275,185
221-5504-528497 FRONTERA AUDUBON	51,500	51,500	51,500	51,500	51,500	51,500
221-5504-528499 VALLEY CHAMB COMM	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL EXPENDITURES	426,685	466,685	426,685	426,685	426,685	426,685
Ending Balance	648,101	608,101	571,416	514,731	462,046	409,361

		History	Current		
		2020	2020-2021	2020-2021	2020-2021
CAPITAL IMPROVEMENT PROGRAM FUND		Actual	Budget	Amended	Estimated
YTD					
05.31.21					
BEGINNING BALANCE		1,814,255	1,164,011	1,164,011	1,164,011
REVENUE					
Interest Earned		-	-	-	-
Transfers from 101-General Fund		520,000	570,000	570,000	570,000
Transfers from 408-2021 C.O.		-	-	-	423,831
Transfer from GF - CARES		-	-	1,939,000	1,939,000
Transfers from 406-2003 C.O.		-	-	-	-
Transfers from 507-2007 C.O.		-	-	-	-
Transfers from 540-Sanitation		1,000,000	1,000,000	1,000,000	1,000,000
Other- KNAPP/Knapp Foundation		-	125,000	125,000	125,000
Proceeds sale of property (Dolores Hu		194,261	-	-	-
Sidewalk Reimbursement		-	-	-	-
Clean sweep donation		-	-	-	-
Nat'l Recreation & Park Assoc		-	-	-	-
Proceeds sale of property (PD/FD o		-	-	-	-
Texas Parks & Wild Life (N Park)		-	500,000	500,000	500,000
Weslaco EDC (N Park)		100,000	100,000	100,000	100,000
TOTAL REVENUES		1,814,261	2,295,000	4,234,000	4,657,831
TOTAL AVAILABLE RESOURCES		3,628,516	3,459,011	5,398,011	5,821,842
EXPENDITURES BY DEPARTMENT					
Public Works					
Paving Streets	315,999	400,000	400,000	226,360	400,000
Railroad Crossings	-	50,000	50,000	-	50,000
Sidewalks/ADA Improvements	-	20,000	20,000	-	20,000
Striping/Coordinating Traffic Signals	-	10,000	10,000	-	10,000
MPO Westgate	337,741	-	-	34,780	34,780
Mile 10 Expansion (County)	-	-	-	-	-
light-up Tower	-	-	-	-	-
Drainage Sugarcane detention	-	-	-	-	-
Drainage Improvements	-	-	-	-	-
B&G Parking Lot	-	-	-	-	-
Speed humps (5)	-	-	30,000	-	30,000
Repave Pena Park parking lot	-	-	100,000	-	-
Railroad Crossings additional	-	-	100,000	-	100,000
Engineering					
Signal light 18th & Bridge	-	-	125,000	-	125,000
Additional signal light 6th & Westgate	-	-	125,000	-	125,000
Sidewalks (5x4x1/2)	-	-	100,000	-	100,000
Sidewalk FTA	-	-	100,000	-	-
Westgate traffic street programming	-	-	30,000	-	-
Airport traffic programming (Bus 83 & 6th)	-	-	30,000	-	-
Traffic Signal Improvement (Pike/Republic, Border/18th, Westgate/18th, Sugarcane/Bridge & Sugarcane @ Dolores Huerta)	-	-	-	-	-

	Proposed		4 year Plan			
	Fiscal Year 2021-2022	2021-2022 CM Recomm	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
CAPITAL IMPROVEMENT PROGRAM FUND						
BEGINNING BALANCE	3,135,652	3,135,652	(29,445)	(2,472,445)	(2,225,356)	(2,177,244)
REVENUE						
Interest Earned	-	-	-	-	-	-
Transfers from 101-General Fund	550,000	550,000	550,000	550,000	550,000	550,000
Transfers from 408-2021 C.O.	-	-	-	-	-	-
Transfer from GF - CARES	-	-	-	-	-	-
Transfers from 406-2003 C.O.	-	-	-	-	-	-
Transfers from 507-2007 C.O.	-	-	-	-	-	-
Transfers from 540-Sanitation	725,000	725,000	1,000,000	1,000,000	1,000,000	1,000,000
Other- KNAPP/Knapp Foundation	-	-	-	-	-	-
Proceeds sale of property (Dolores Huerta)	-	-	1,400,000	-	-	-
Sidewalk Reimbursement	-	-	-	-	-	-
Clean sweep donation	-	-	-	-	-	-
Nat'l Recreation & Park Assoc	-	-	-	-	-	-
Proceeds sale of property (PD/FD of)	-	-	-	-	-	-
Texas Parks & Wild Life (N Park)	-	-	-	-	-	-
Weslaco EDC (N Park)	100,000	100,000	100,000	100,000	-	-
TOTAL REVENUES	1,375,000	1,375,000	3,050,000	1,650,000	1,550,000	1,550,000
TOTAL AVAILABLE RESOURCES	4,510,652	4,510,652	3,020,555	(822,445)	(675,356)	(627,244)
EXPENDITURES BY DEPARTMENT						
Public Works						
Paving Streets	600,000	600,000	600,000	600,000	600,000	600,000
Railroad Crossings	-	-	-	-	-	-
Sidewalks/ADA Improvements	-	-	-	-	-	-
Striping/Coordinating Traffic Signals	-	-	-	-	-	-
MPO Westgate	-	-	-	-	-	-
Mile 10 Expansion (County)	-	-	2,500,000	-	-	-
light-up Tower	-	-	-	-	-	-
Drainage Sugarcane detention	-	-	-	-	-	-
Drainage Improvements	-	-	-	-	-	-
B&G Parking Lot	-	-	-	-	-	-
Speed humps (5)	-	-	-	-	-	-
Repave Pena Park parking lot	100,000	100,000	-	-	-	-
Railroad Crossings additional	-	-	-	-	-	-
Engineering						
Signal light 18th & Bridge	-	-	-	-	-	-
Additional signal light 6th & Westgate	-	-	-	-	-	-
Sidewalks (5x4x1/2)	-	-	-	-	-	-
Sidewalk FTA	100,000	100,000	-	-	-	-
Westgate traffic street programming	30,000	30,000	-	-	-	-
Airport traffic programming (Bus 83 & 6th)	30,000	30,000	-	-	-	-
Traffic Signal Improvement (Pike/Republic, Border/18th, Westgate/18th, Sugarcane/Bridge & Sugarcane @ Dolores Huerta)	170,000	170,000	170,000	170,000	170,000	170,000

	History	Current			
	2020	2020-2021	2020-2021	YTD	2020-2021
CAPITAL IMPROVEMENT PROGRAM FUND	Actual	Budget	Amended	05.31.21	Estimated
Parks					
Parks-Walking/Jogging Trails	-	-	-	-	-
Park Improvements-various	61,529	200,000	200,000	56,023	200,000
N. Park Development General	143,208	890,000	890,000	741,080	890,000
Soccer Field North Park	-	-	500,000	-	-
Trails/canal 1/2 mile/12' wide	-	-	100,000	-	-
Tennis Courts (resurface/lights/fence)	-	-	350,000	-	126,550
Christmas Decoration	-	-	100,000	302	48,214
Northside Park - Judge Gilbert	-	-	-	-	-
Mayor Pablo Pena City Park	-	-	-	-	-
Villa Verde Park	-	-	-	-	-
Pecan Grove Park	-	-	-	-	-
Hike & Bike Trails - MATCHING GRANTS	-	-	-	-	-
Isaac Rdz Park	-	-	-	-	-
Skate Park	-	-	-	-	-
Gibson Park Splash Pad	-	-	-	-	-
New Swimming Pool	-	-	-	-	-
Isaac Rdz Center	-	-	-	-	-
Cemetery	-	-	-	-	-
Harlon Block Park	-	-	-	-	-
Play Scapes/Canopies	-	-	-	-	-
City Park Sign-Pablo Pena	-	-	-	-	-
Dog Park	-	-	-	-	-
Basketball/Volleyball Courts	-	-	-	-	-
Transportation of Generator	-	-	-	-	-
Police					
New Public Safety Station (includes FY17)	240,682	-	-	-	-
New Public Safety-Land/Interest	24,200	-	-	-	-
Clean Up Campaign	19,721	50,000	50,000	9,565	50,000
Shooting Range/Camera System	-	-	125,000	-	125,000
Fire					
Buy 40 Acres for Fire Station	-	150,000	150,000	43,368	65,052
New Fire Station	1,093,780	-	-	-	-
Remodel Station 3					
IT					
WIFI (Pena/Block/Rodriguez)	-	-	24,000	-	24,000
PCE					
Office/Storage Building	-	-	-	-	-
Landscaping	-	-	-	-	-
Capital Lease-Principal	203,631	162,593	162,593	159,207	159,207
Capital Lease-Interest	24,014	-	-	3,386	3,386
TOTAL EXPENDITURES	2,464,505	1,932,593	3,871,593	1,274,071	2,686,189
ENDING FUND BALANCE					
	1,164,011	1,526,418	1,526,418		3,135,652

	Proposed		4 year Plan			
	Fiscal Year	2021-2022	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
CAPITAL IMPROVEMENT PROGRAM FUND	2021-2022	CM Recomm	2022-2023	2023-2024	2024-2025	2025-2026
Parks						
Parks-Walking/Jogging Trails	-	-	-	-		
Park Improvements-various	200,000	200,000	200,000	200,000	200,000	200,000
N. Park Development General	-	-	-	-		
Soccer Field North Park	500,000	500,000	-	-	-	-
Trails/canal 1/2 mile/12' wide	100,000	100,000	-	-	-	-
Tennis Courts (resurface/lights/fence)	223,450	223,450	-	-	-	-
Christmas Decoration	51,786	51,786	-	-	-	-
Northside Park - Judge Gilbert	351,000	351,000	-	50,000	-	1,425,000
Mayor Pablo Pena City Park	739,000	739,000	928,000	-	-	-
Villa Verde Park	89,160	89,160	0	230,435	181,888	-
Pecan Grove Park	31,632	31,632	45,000	102,476	-	-
Hike & Bike Trails - MATCHING GRANTS	100,000	100,000	-	-	-	-
Isaac Rdz Park	200,000	200,000	425,000	-	-	-
Skate Park	-	-			300,000	125,000
Gibson Park Splash Pad	275,000	275,000	50,000	-	-	-
New Swimming Pool	15,000	-	-	-	-	-
Isaac Rdz Center	135,000	135,000	-	-	-	-
Cemetary	100,000	100,000	-	-	-	-
Harlon Block Park	-	-	-	-		1,285,000
Play Scapes/Canopies	-	-	-	-		
City Park Sign-Pablo Pena	-	-	-	-		
Dog Park	-	-	-	-		
Basketball/Volleyball Courts	-	-	-	-		
Transportation of Generator	-	-	-	-		
Police						
New Public Safety Station (includes FY17)	-	-	-	-	-	-
New Public Safety-Land/Interest	-	-	-	-	-	-
Clean Up Campaign	-	50,000	50,000	50,000	50,000	50,000
Shooting Range/Camera System	90,000	40,000	-	-	-	
Fire						
Buy 40 Acres for Fire Station	260,847	212,848	-	-	-	-
New Fire Station	-	-	-	-	-	-
Remodel Station 3	25,000	25,000	525,000	-	-	-
IT						
WIFI (Pena/Block/Rodriguez)	-	-	-	-	-	-
PCE						
Office/Storage Building	30,000	30,000	-	-	-	-
Landscaping	10,000	10,000	-	-	-	-
Capital Lease-Principal	-	-	-	-	-	-
Capital Lease-Interest	-	-	-	-	-	-
TOTAL EXPENDITURES	4,556,875	4,493,876	5,493,000	1,402,911	1,501,888	3,855,000
ENDING FUND BALANCE	(46,222)	16,777	(2,472,445)	(2,225,356)	(2,177,244)	(4,482,244)

	History		Current				Proposed
DRAINAGE FUND- 2018 C.O.	2019 Actual	2020 Actual	2020-2021 Budget	2020-2022 Amended	YTD 06.30.21	2020-2021 Estimated	2021-2022 CM Recommend
BEGINNING BALANCE	2,917,027		2,095,323	2,095,323		2,095,323	2,129,666
REVENUE							
Transfers from 101-General Fund	100,000	100,000	100,000	100,000	50,000	100,000	-
Series 2018	4,078,948	-	-	-	-	-	-
TOTAL REVENUES	4,178,948	100,000	100,000	100,000	50,000	100,000	-
TOTAL AVAILABLE RESOURCES	4,178,948	3,017,027	2,195,323	2,195,323	50,000	2,195,323	2,129,666
EXPENDITURES BY DEPARTMENT							
Austin & Merida	18,354	15,580	-	-	-	-	-
Westage Excavation S. Westgate	114,000	-	-	-	-	-	-
IBCW Levee Improvements	-	67,038	-	-	-	-	-
Drainage Study (Stormwater Improve	343,074	5,000	-	-	-	53,701	-
Flap Gates	-	338,800	500,000	500,000	-	-	661,200
Project #2-RDF N. Westgate & Sugarcane			2,422,000	2,422,000	-	-	-
	-	-	-	-	-	-	-
Project #5-RDF Cemetery							
Disposal	-	11,690	-	-	-	-	-
Land Purchase	-	257,048	-	-	-	-	-
Project #7-S. International Blvd & Bu	-	-	-	-	-	-	-
	-	-	-	-	-	-	82,000
Project #8 RDF for S. 88							
Land Purchase - S. FM 88	261,810	-	-	-	-	-	-
Tractor	275,398	-	-	-	-	-	-
Scaper	150,570	-	-	-	-	-	-
Excavator	-	192,721	-	-	-	-	-
Rental Equipment/Disposal	-	33,827	-	-	11,956	11,956	-
Other	-	-	-	-	-	-	-
Project #6 Pleasantview							
Advertising-Desgin Services	1,003	-	-	-	-	-	-
Matching Grants							
Flood Mitigation Assistant Grant Halff	27,000	-	-	-	-	-	-
Bond Issuance							
Series 2018	70,712	-	-	-	-	-	-
TOTAL EXPENDITURES	1,261,921	921,704	2,922,000	2,922,000	11,956	65,657	743,200
ENDING FUND BALANCE	2,917,027	2,095,323	(726,677)	(726,677)	38,044	2,129,666	1,386,466

	History		Current				Proposed
DRAINAGE FUND - 2019 C.O.	2019 Actual	2020 Actual	2020-2021 Budget	2020-2022 Amended	YTD 06.30.21	2020-2021 Estimated	2021-2022 CM Recommend
BEGINNING BALANCE		10,000,000	8,861,054	8,861,054	8,861,054	8,861,054	5,277,572
REVENUE							
Other Financing Sources	-	-	-	-	-	-	-
Series 2019	10,107,256	-	-	-	-	-	-
TOTAL REVENUES	10,107,256	-	-	-	-	-	-
TOTAL AVAILABLE RESOURCES	10,107,256	10,000,000	8,861,054	8,861,054	8,861,054	8,861,054	5,277,572
EXPENDITURES BY DEPARTMENT							
Paisano Drainage Project	-	2,300	-	-	-	-	300,000
Project #6 Pleasantview							
Engineering	-	369,500	-	-	58,009	65,000	-
Land Purchase	-	715,547	-	-	43,324	43,324	-
Construction	-	-	3,665,950	3,665,950	2,158,174	3,068,856	-
Other	-	-	-	-	302	302	-
RDF Pleasantview project			-	-	-	100,000	400,000
Project #-Harlon Block	-	-	-	-	-	-	4,000,000
Matching Grants							
Army Corps	-	-	3,393,000	3,393,000	-	300,000	200,000
H2O Hazard Mitigation Grant	-	56,500	-	-	6,000	6,000	-
Construction	-	-	-	-	-	-	-
Bond Issuance							
Series 2019	107,256	(4,901)	-	-	-	-	-
TOTAL EXPENDITURES	107,256	1,138,946	7,058,950	7,058,950	2,265,809	3,583,482	4,900,000
ENDING FUND BALANCE	10,000,000	8,861,054	1,802,104	1,802,104	6,595,245	5,277,572	377,572

WATER/WASTEWATER COMBINED		History		Current			
FINANCIAL SUMMARY		2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 05.31.21	2020-2021 Estimated
Beginning Working Capital			(1,309,572)	(1,813,002)	(1,813,002)		(1,813,002)
501-4000-433300	WATER SALES	6,724,497	7,184,452	7,367,916	7,367,916	4,990,451	7,300,000
501-4000-433300	WATER SALES-CITY OF DONNA	-	-	-	-	-	-
501-4000-433310	WATER TAPPING FEES	245,287	259,847	325,000	325,000	175,308	287,787
501-4000-433720	UTILITY BILLING PENALTIES	111,705	53,650	78,000	78,000	72,744	112,619
501-4000-437210	ONLINE TRANSACTION FEE	8,623	(14,792)	25,000	25,000	(26,130)	(40,000)
501-4000-439010	OVER/UNDER	18	(85)	-	-	(8)	(50)
508-4000-433400	WASTEWATER SALES	4,926,041	5,238,691	5,007,780	5,007,780	3,489,588	4,389,367
508-4000-433410	WASTEWATER CONNECTION FE	32,907	30,764	27,000	27,000	16,700	27,000
508-4000-433450	CAPITAL IMPROVEMENT FEE	642,214	696,141	755,000	755,000	438,262	560,698
508-4000-433650	GREASE TRAP COLLECTION FEE	8,773	4,830	3,000	3,000	4,058	6,956
508-4000-433720	UTILITY BILLING PENALTIES	90,153	44,209	87,550	87,550	55,958	86,200
Charges for services Total:		12,790,218	13,497,706	13,676,246	13,676,246	9,216,931	12,730,577
501-4000-450010	INTERGOVERNMENTAL REVENUE	39,750	467,481	-	-	-	-
Intergovernmental Total:		39,750	467,481	-	-	-	-
501-4000-471530	RENT OF WATER TOWER	18,479	20,988	21,000	21,000	13,992	20,988
501-4000-476350	CONTRIBUTIONS FROM DEVELOPMENT	-	-	-	-	-	-
501-4000-478910	MISCELLANEOUS REVENUE	70,984	42,756	55,000	55,000	26,877	40,710
508-4000-476350	CONTRIBUTIONS FROM DEVELOPMENT	-	-	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	735	-	-	-	(1,320)	(1,320)
Miscellaneous Total:		90,197	63,744	76,000	76,000	39,550	60,378
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	-	629,183	500,000	500,000	250,000	500,000
501-4000-492010	PROCEED SALE OF ASSETS	38,412	-	-	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHANGES	-	-	-	-	-	-
508-4000-490100	TRANSFER FROM OTHER FUNDS	-	259,258	-	-	-	-
Other Financing Sources Total:		38,412	888,441	500,000	500,000	250,000	500,000
TOTAL COMBINED REVENUES		12,958,577	14,917,373	14,252,246	14,252,246	9,506,480	13,290,955
EXPENDITURE SUMMARY							
	WATER TREATMENT PLANT	1,779,675	1,873,671	1,658,500	1,755,379	1,108,938	1,726,236
	WATER DISTRIBUTION	876,762	889,721	741,690	741,690	440,219	748,316
	METER READER DIVISION	439,386	537,489	399,954	395,954	216,840	381,270
	UTILITY BILLING	323,295	364,023	330,701	334,701	236,709	356,344
	DEBT SERVICE	181,947	158,219	527,602	527,602	527,602	527,602
	TRANSFERS & OTHER USES	4,721,344	4,391,736	3,548,911	3,548,911	3,548,911	3,510,471
	WASTEWATER TREATMENT	2,351,435	2,360,420	1,406,250	1,425,829	859,124	1,387,294
	WASTEWATER COLLECTION	1,738,519	1,671,571	1,862,297	1,882,472	1,158,387	1,977,622
	DEBT SERVICE	2,290	17,088	70,552	70,552	58,552	58,552
	TRANSFERS & OTHER USES	2,030,730	2,998,586	3,404,900	3,404,900	3,404,900	3,461,990
TOTAL EXPENDITURES		14,480,084	15,262,523	13,951,356	14,087,989	11,560,182	14,135,697
REVENUES OVER(UNDER) EXPENDITURES		(1,521,507)	(345,151)	300,890	164,257		(844,742)
Ending Working Capital		(1,309,572)	(1,813,002)	(1,512,112)	(1,648,745)		(2,657,744)

WATER/WASTEWATER COMBINED		Proposed		4 YEAR PLAN			
FINANCIAL SUMMARY		Fiscal Year 2021-2022	2021-2022 CM Recommended	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
Beginning Working Capital		(2,657,744)	(2,657,744)	(2,514,563)	(2,474,997)	(2,577,795)	(2,206,926)
501-4000-433300	WATER SALES	7,056,366	7,500,000	7,575,000	7,650,750	7,727,258	7,804,530
501-4000-433300	WATER SALES-CITY OF DONNA	200,000	200,000	-	-	-	-
501-4000-433310	WATER TAPPING FEES	325,000	325,000	325,000	350,000	375,000	400,000
501-4000-433720	UTILITY BILLING PENALTIES	78,000	78,000	80,000	81,600	83,232	84,897
501-4000-437210	ONLINE TRANSACTION FEE	55,800	55,800	55,800	56,358	56,922	57,491
501-4000-439010	OVER/UNDER	-	-	-	-	-	-
508-4000-433400	WASTEWATER SALES	4,890,000	5,200,000	5,252,000	5,304,520	5,357,565	5,411,141
508-4000-433410	WASTEWATER CONNECTION FE	27,000	27,000	27,000	27,000	27,000	27,000
508-4000-433450	CAPITAL IMPROVEMENT FEE	665,000	665,000	678,300	691,866	705,703	719,817
508-4000-433650	GREASE TRAP COLLECTION FEES	6,000	6,000	6,000	6,000	6,000	6,000
508-4000-433720	UTILITY BILLING PENALTIES	90,000	90,000	91,800	92,718	93,645	94,582
Charges for services Total:		13,393,166	14,146,800	14,090,900	14,260,812	14,432,325	14,605,457
501-4000-450010	INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-
Intergovernmental Total:		-		-	-	-	-
501-4000-471530	RENT OF WATER TOWER	20,988	20,988	20,988	20,988	20,988	20,988
501-4000-476350	CONTRIBUTIONS FROM DEVELO	-	-	-	-	-	-
501-4000-478910	MISCELLANEOUS REVENUE	52,000	52,000	53,040	54,101	55,183	56,286
508-4000-476350	CONTRIBUTIONS FROM DEVELO	-	-	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-	-	-
Miscellaneous Total:		72,988	72,988	74,028	75,089	76,171	77,274
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-
501-4000-492010	PROCEED SALE OF ASSETS	-	-	-	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHAN	-	-	-	-	-	-
508-4000-490100	TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-
Other Financing Sources Total:		-	-	-	-	-	-
TOTAL COMBINED REVENUES		13,466,154	14,219,788	14,164,928	14,335,901	14,508,496	14,682,732
EXPENDITURE SUMMARY							
WATER TREATMENT PLANT		1,724,700	1,724,700	1,756,836	1,791,936	1,826,029	1,861,145
WATER DISTRIBUTION		2,586,972	1,113,892	828,566	969,016	852,316	1,075,766
METER READER DIVISION		382,925	366,566	409,670	371,305	401,890	373,465
UTILITY BILLING		411,987	399,614	404,017	412,522	415,962	425,353
DEBT SERVICE		527,472	527,472	527,472	527,472	527,472	527,472
TRANSFERS & OTHER USES		3,188,543	3,167,543	3,144,782	3,364,524	3,273,325	3,449,006
WASTEWATER TREATMENT		1,497,829	1,385,000	1,463,583	1,493,022	1,523,346	1,554,579
WASTEWATER COLLECTION		3,108,711	1,890,750	2,036,139	1,986,989	2,040,814	2,048,314
DEBT SERVICE		58,552	58,552	58,552	209,639	-	-
TRANSFERS & OTHER USES		3,850,517	3,442,517	3,495,747	3,312,274	3,276,474	3,460,094
TOTAL EXPENDITURES		17,338,208	14,076,607	14,125,362	14,438,698	14,137,627	14,775,192
REVENUES OVER(UNDER) EXPENDITURES		(3,872,055)	143,181	39,566	(102,798)	370,869	(92,461)
Ending Working Capital		(6,529,799)	(2,514,563)	(2,474,997)	(2,577,795)	(2,206,926)	(2,299,387)

Water & Wastewater 5 Year Plan-Personnel

FY 2021-2022

Department	Job Title	Salary	Fringe Benefits	Total
Water Distribution	Medium Equipment Operator	27,581	12,282	39,863

Water & Wastewater 5 Year Plan-Capital Outlay

FY 2021-2022

Department	Description	Qty	Per Unit	Total
Water Distribution	Backhoe	1	105,000	105,000
	6" Pump	1	50,000	50,000
	3" piercing tool	1	8,200	8,200
	ICS Hydraulic Power pack	1	10,000	10,000
	Tandem dual wheel pintle trailer	1	25,000	25,000
	Utility vehicle	1	20,000	20,000
Water Distribution Total				218,200
Meter Reader Div	Meters	1	225,000	225,000
Meter Reader Division Total				225,000
WW Collections	4X4 Truck	1	50,000	50,000
	Backhoe	1	107,000	107,000
Wastewater Collection Total				157,000
TOTAL CAPITAL OUTLAYT FOR FY 2022				<u>600,200</u>

FY 2022-2023

Department	Description	Qty	Total	Total
Water Distribution	1/2 ton truck	1	32,000	32,000
Water Distribution Total				32,000
Meter Reader Div	Meters	1	225,000	225,000
	MRX	1	5,000	5,000
	Pick-up truck	1	29,000	29,000
Meter Reader DivisionTotal				259,000
WW Collections	580 Vermeer mini vac	1	92,000	92,000
	Manhole Emergency Repairs		161,000	161,000
Wastewater Collection Total				253,000
TOTAL CAPITAL OUTLAYT FOR FY 2023				<u>544,000</u>

FY 2023-2024

Dept	Description	Qty	Total	Total
Water Distribution	Backhoe	1	105,000	105,000
	1 ton 4X4 truck/utility box	1	60,000	60,000
Water Distribution Total				165,000
Meter Reader Div	Meters	1	225,000	225,000
Meter Reader DivisionTotal				225,000

Water & Wastewater 5 Year Plan-Capital Outlay

WW Collections	New vactor lease	1	71,000	71,000
	Manhole Emergency Repairs		161,000	161,000
Wastewater Collection Total				232,000
TOTAL CAPITAL OUTLAYT FOR FY 2024				<u>622,000</u>

FY 2024-2025

Department	Description	Qty	Total	Total
Water Distribution	Shoring jacks	2	6,500	13,000
	3" piercing tool	1	8,200	8,200
	1/2 ton truck	1	35,000	35,000
Water Distribution Total				56,200
Meter Reader Div	Meters	1	225,000	225,000
	Pick-up truck	1	29,000	29,000
Meter Reader DivisionTotal				254,000
WW Collections	New vactor lease	1	71,000	71,000
	General Jet sewer machine	1	8,000	8,000
	1/2 ton 4X4	1	40,000	40,000
	Manhole Emergency Repairs		161,000	161,000
Wastewater Collection Total				280,000
TOTAL CAPITAL OUTLAYT FOR FY 2025				<u>590,200</u>

FY 202-2026

Department	Description	Qty	Total	Total
Water Distribution	Air hammer	1	5,200	5,200
	Hydraulic Hammer	1	9,300	9,300
	Hydraulic Shoring jacks	1	13,000	13,000
	4x4 truck crew cab	1	60,000	60,000
Water Distribution Total				87,500
Meter Reader Div	Meters	1	225,000	225,000
Meter Reader DivisionTotal				225,000
WW Collections	New vactor lease	1	71,000	71,000
	Mini-Excavator	1	55,000	55,000
	Manhole Emergency Repairs		161,000	161,000
Wastewater Collection Total				287,000
TOTAL CAPITAL OUTLAYT FOR FY 2026				<u>599,500</u>

Water & Wastewater 5 Year Plan-Equipment

FY 2021-2022

Department	Description	Qty	Per Unit	Total
Water Distribution	generator	1	4,000	4,000
	3" trash pumps	2	3,000	6,000
	air compressor	1	3,000	3,000
	Traffic cones	150	30	4,500
	48" reflective roll up signs	32	200	6,400
	replacement chain for ICS saw	6	600	3,600
	wet suits	16	350	5,600
	waders	24	250	6,000
	14" diamond blades	20	190	3,800
	compartment lockers	12	230	2,760
	lights for units	20	250	5,000
	Desk	2	700	1,400
	Chairs	4	300	1,200
	Recline chair	2	450	900
	Desktop	2	500	1,000
	Monitors	2	800	1,600
	Laptop	1	1,800	1,800
	iPad	2	520	1,040
	12" discharge hose	3	3,800	11,400
Water Distribution Total				71,000
Meter Reader Division	Metal Detector	1	1,500	1,500
	Weed Eater	2	200	400
Meter Reader Division Total				1,900
Utility Billing	Credit Card Readers	3	850	2,550
	file Cabinet	3	350	1,050
Utility Billing Total				110,300
WW Collection	Sledge Hammers	4	300	1,200
	lights for units	20	250	5,000
	power pack	2	800	1,600
	Navi track	1	2,200	2,200
	Desk	1	400	400
	Chair	1	400	400
	Chair	4	150	600
	desk top	1	500	500
	monitors	1	800	800
	laptop	1	1,800	1,800
	collector license	3	500	1,500
	iPad	2	520	1,040
	Jet hose	2	4,000	8,000
Wastewater Collection Total				140,840
TOTAL EQUIPMENT FOR FY 2022				324,040

Water & Wastewater 5 Year Plan-Equipment

FY 2022-2023

Department	Description	Qty	Per Unit	Total
Water Distribution	Traffic cones	150	30	4,500
	48" reflective roll up signs	32	200	6,400
	replacement chain for ICS saw	6	600	3,600
	wet suits	16	350	5,600
	waders	24	210	5,040
	14" diamond blades	20	190	3,800
	lights for units	20	250	5,000
	power pack	2	800	1,600
	Gas saws	2	3,500	7,000
Water Distribution Total				42,540
Meter Reader Division	MRX 900	1	5,000	5,000
Meter Reader Total				75,580
Utility Billing	File Cabinet	2	200	400
	Printer	1	500	500
Total Water Distribution				132,620
WW Collection	Nozzles	4	1,250	5,000
	Air plugs	4	1,100	4,400
	sludge master air operated sub pump	4	3,200	12,800
	discharge hose 6"	10	1,200	12,000
	jet hose	2	4,000	8,000
Total Water Distribution				175,720
TOTAL EQUIPMENT FOR FY 2023				426,460

FY 2023-2024

Department	Description	Qty	Per Unit	Total
Water Distribution	3" trash pumps	2	3,000	6,000
	Traffic cones	150	30	4,500
	48" reflective roll up signs	32	200	6,400
	replacement chain for ICS saw	6	600	3,600
	wet suits	16	350	5,600
	waders	24	210	5,040
	14" diamond blades	20	190	3,800
	lights for units	20	250	5,000
	power pack	2	800	1,600
	Gas saws	2	3,500	7,000
Water Distribution Total				48,540

Water & Wastewater 5 Year Plan-Equipment

Meter Reader Division	iPad	3	900	2,700
	Otter Box	3	90	270
Meter Reader Division Total				2,970
Utility Billing	File Cabinet	2	200	400
	Printer	1	2,500	2,500
Utility Billing Total				2,900
WW Collection	Sledge Hammer	4	300	1,200
	Radio Batteries	4	250	1,000
	Power pack for units	4	800	3,200
	jet hose	2	4,000	8,000
Wastewater Collection Total				13,400
TOTAL EQUIPMENT FOR FY 2024				67,810

FY 2024-2025

Department	Description	Qty	Per Unit	Total
Water Distribution	air compressor	1	3,000	3,000
	Traffic cones	150	30	4,500
	48" reflective roll up signs	32	200	6,400
	replacement chain for ICS saw	6	600	3,600
	wet suits	16	350	5,600
	waders	24	210	5,040
	14" diamond blades	20	190	3,800
	Gas saws	2	3,500	7,000
Water Distribution Total				38,940
Meter Reader Division	Laptop	1	1,000	1,000
Meter Reader Division Total				1,000
WW Collection	Nozzles	4	1,250	5,000
	Air plugs	4	1,100	4,400
	jet hose	2	4,000	8,000
Wastewater Collection Total				17,400
TOTAL EQUIPMENT FOR FY 2025				57,340

Water & Wastewater 5 Year Plan-Equipment

FY 202-2026

Department	Description	Qty	Per Unit	Total
Water Distribution	generator	1	4,000	4,000
	3" trash pumps	2	3,000	6,000
	air compressor	1	3,000	3,000
	Traffic cones	150	30	4,500
	48" reflective roll up signs	32	200	6,400
	replacement chain for ICS saw	6	600	3,600
	wet suits	16	350	5,600
	waders	24	210	5,040
	14" diamond blades	20	190	3,800
Water Distribution Total				41,940
Meter Reader Division	Weed Eater	2	200	400
Meter Reader Division Total				400
Utility Billing	Printer	1	2,500	2,500
Utility Billing Total				2,500
WW Collection	Nozzles	4	1,250	5,000
	Air plugs	4	1,100	4,400
	jet hose	2	4,000	8,000
Wastewater Collection Total				17,400
TOTAL EQUIPMENT FOR FY 2026				62,240

WATER & WASTEWTR PROJECTS-CIP		History		Current			
Financial Summary		2018-2019	2019-2020	2020-2021	2020-2021	2020-2021	
		Actual	Actual	Budget	Amended	YTD	Estimated
BEGINNING BALACE-POOLED CASH		-	568,127	198,736			198,736
502-4000-490100	TRANSFERS IN	1,227,326	212,625	653,500	653,500	326,750	653,500
Department: 4000 - REVENUE Total:		1,227,326	212,625	653,500	653,500	326,750	653,500
TOTAL AVAILABLE RESOURCES		1,227,326	780,752	852,236	653,500	326,750	852,236
502-5312-550100	CAPITAL OUTLAY WTP	-	-	115,000	115,000	36,422	115,000
502-5312-550110	EQUIPMENT	-	15,004	-	-	-	-
502-5314-553120	CAPITAL OUTLAY IMPROVEMENT	-	-	104,000	104,000	16,250	104,000
502-5314-553121	EQUIPMENT	5,744	-	-	-	-	-
502-5314-571010	DEPRECIATION	5,393	20,052	-	-	-	-
502-5322-553120	CAPITAL OUTLAY IMPROVEMENT	51,190	73,101	188,000	188,000	117,218	188,000
502-5322-571010	DEPRECIATION	2,577	22,584	-	-	-	-
502-5324-553120	CAPITAL OUTLAY IMPROVEMENTS-V	30	(0)	246,500	246,500	102,646	246,500
502-5324-553121	EQUIPMENT	-	6,300	-	-	-	-
502-5342-571010	DEPRECIATION	316,660	341,191	-	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):		381,593	478,232	653,500	653,500	272,537	653,500
ENDING BALACE-POOLED CASH		568,127	198,736	198,736	-		198,736

WATER & WASTEWTR PROJECTS-CIP		4 YEAR PLAN				
Financial Summary	Budget	2021-2022	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	FY 2021-2022	CM Recommend	2022-2023	2023-2024	2024-2025	2025-2026
BEGINNING BALACE-POOLED CASH	198,736	198,736	198,736	198,736	198,736	198,736
502-4000-490100 TRANSFERS IN	944,000	515,000	543,000	457,000	340,000	701,500
Department: 4000 - REVENUE Total:	944,000	515,000	543,000	457,000	340,000	701,500
TOTAL AVAILABLE RESOURCES	1,142,736	713,736	741,736	655,736	538,736	900,236
502-5312-550100 CAPITAL OUTLAY WTP	93,000	72,000	46,000	155,000	80,000	140,000
502-5312-550110 EQUIPMENT	-		-	-	-	-
502-5314-553120 CAPITAL OUTLAY IMPROVEMENT	-		-	-	-	-
502-5314-553121 EQUIPMENT	-		-	-	-	-
502-5314-571010 DEPRECIATION	-		-	-	-	-
502-5322-553120 CAPITAL OUTLAY IMPROVEMENT	851,000	443,000	497,000	302,000	260,000	561,500
502-5322-571010 DEPRECIATION	-		-	-	-	-
502-5324-553120 CAPITAL OUTLAY IMPROVEMENTS-W	-		-	-	-	-
502-5324-553121 EQUIPMENT	-		-	-	-	-
502-5342-571010 DEPRECIATION	-		-	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):	944,000	515,000	543,000	457,000	340,000	701,500
ENDING BALACE-POOLED CASH	198,736	198,736	198,736	198,736	198,736	198,736

SOLID WASTE FUND		History		Current			
FINANCIAL SUMMARY		2018-2019 Actuals	2019-2020 Actuals	2020-2021 Budget	FY 2020-2021 Amended	FY 2020-2021 YTD 05.31.21	FY 2020-2021 Estimate
BEGINNING BALANCE W/C			1,814,618	1,427,566	1,427,566		1,427,566
540-4000-433600	GARBAGE FEES	3,847,817	4,152,796	4,050,000	4,050,000	2,823,880	4,239,315
540-4000-433620	BRUSH FEES	1,160,853	1,183,293	1,300,000	1,300,000	784,467	1,050,000
540-4000-433660	RECYCLING	10,925	3,112	5,000	5,000	3,928	5,000
540-4000-433720	UTILITY BILLING PENALTIES	73,481	36,784	82,000	82,000	44,708	67,000
Category: 43 - Charges for services Total:		5,093,075	5,375,985	5,437,000	5,437,000	3,656,983	5,361,315
540-4000-450010	INTERGOVERNMENTAL REVENUE	29,670	-	-	23,810	23,810	23,810
Category: 45 - Intergovernmental Total:		29,670	-	-	23,810	23,810	23,810
540-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-	186	186
540-4000-493000	OTHER FINANCING SOURCE	-	-	-	3,265,290	-	5,108,621
Category: 49 - Other Financing Sources		-	-	-	3,265,290	186	5,108,807
TOTAL AVAILABLE RESOURCES		5,122,745	7,190,603	6,864,566	10,153,666	3,680,979	11,921,498
EXPENDITURE SUMMARY							
SOLID WASTE COLLECTION		3,449,910	3,726,272	3,428,799	3,428,799	2,373,366	8,443,456
RECYCLING		114,571	110,044	104,288	104,288	63,374	100,243
LANDFILL		348	40,321	48,100	48,100	40,158	47,998
BRUSH COLLECTION		687,998	657,667	491,476	4,203,952	662,580	869,143
DEBT SERVICE		-	-	122,849	122,849	-	122,839
TRANSFERS & OTHER USES		1,169,885	1,185,006	1,125,000	1,125,000	562,500	1,125,000
TOTAL EXPENDITURES		5,422,712	5,719,311	5,320,512	9,032,988	3,701,979	10,708,678
Revenues over/under Expenditures							(214,746)
ENDING BALANCE W/C		1,814,618	1,427,566	1,544,054	1,120,678		1,212,820

SOLID WASTE FUND		Proposed		4 YEAR PLAN			
FINANCIAL SUMMARY		Fiscal Year 2021-2022	2021-2022 CM Recommend	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026
BEGINNING BALANCE W/C		1,212,820	1,212,820	1,040,322	1,608,406	2,281,619	3,033,869
540-4000-433600	GARBAGE FEES	4,324,102	4,324,102	4,367,343	4,411,016	4,455,127	4,499,678
540-4000-433620	BRUSH FEES	1,300,000	1,300,000	1,313,000	1,326,130	1,339,391	1,352,785
540-4000-433660	RECYCLING	5,000	5,000	5,000	5,000	5,000	5,000
540-4000-433720	UTILITY BILLING PENALTIES	82,000	82,000	82,000	82,000	82,000	82,000
Category: 43 - Charges for services Total:		5,711,102	5,711,102	5,767,343	5,824,146	5,881,518	5,939,463
540-4000-450010	INTERGOVERNMENTAL REVEN	-	-	-	-	-	-
Category: 45 - Intergovernmental Total:		-	-	-	-	-	-
540-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-	-	-
540-4000-493000	OTHER FINANCING SOURCE	-	-	-	-	-	-
Category: 49 - Other Financing Sources		-	-	-	-	-	-
TOTAL AVAILABLE RESOURCES		6,923,922	6,923,922	6,807,665	7,432,552	8,163,137	8,973,332
EXPENDITURE SUMMARY							
SOLID WASTE COLLECTION		2,825,463	2,719,104	2,166,397	2,166,397	2,166,397	2,166,397
RECYCLING		145,710	107,629	113,134	113,134	113,134	113,134
LANDFILL		48,000	48,000	48,000	48,000	48,000	48,000
BRUSH COLLECTION		857,908	558,828	605,535	572,535	566,196	578,690
DEBT SERVICE		1,156,519	1,156,518	1,141,193	1,125,867	1,110,541	972,377
TRANSFERS & OTHER USES		850,000	850,000	1,125,000	1,125,000	1,125,000	1,125,000
TOTAL EXPENDITURES		5,883,600	5,440,078	5,199,259	5,150,933	5,129,268	5,003,598
Revenues over/under Expenditures		(172,498)	271,024	568,084	673,213	752,250	935,865
ENDING BALANCE W/C		1,040,322	1,483,844	1,608,406	2,281,619	3,033,869	3,969,734

Solid Waste

5 Year Plan - Personnel

FY 2021-2022

Department	Job Title	Salary	Fringe Benefits	Total
SW Collection	Sanitation Supervisor	34,674	13,933	48,607
	Medium Equipment Operator	28,538	13,636	42,174
	Medium Equipment Operator	28,538	13,582	42,120
	Medium Equipment Operator	28,538	13,582	42,120
	Medium Equipment Operator	28,538	12,600	41,138
	Medium Equipment Operator	28,538	13,636	42,174
	Medium Equipment Operator	28,538	13,582	42,120
	Medium Equipment Operator	28,538	13,582	42,120
	Medium Equipment Operator	28,538	12,600	41,138
	Medium Equipment Operator	28,538	13,636	42,174
	Medium Equipment Operator	28,538	13,582	42,120
	General Service Coordinator	34,029	12,067	46,096
	Lead Mechani	27,602	12,027	39,629
	Mechanic Asst./Inventory MGT	27,102	12,180	39,282
Solid Waste Collection Total				593,014
Recycling	Laborer (Reclass from PT to FT)	10,504	8,816	19,320
Recycling Total				19,320
TOTAL REQUESTED PERSONNEL FOR FY 2022				<u>612,334</u>

Solid Waste 5 Year Plan - Capital Outlay

FY 2021-2022

Dept	Description	Qty	Per unit	Total
SW Collection	Phone System	1	6,000	6,000
	Security System	1	10,000	10,000
Brush	Portable Scale	1	5,500	5,500
TOTAL CAPITAL OUTLAY FOR FY 2022				21,500

FY 2022-2023

Dept	Description	Qty	Per unit	Total
Brush	Single Cab Truck w/safety lighting	1	33,000	33,000
TOTAL CAPITAL OUTLAY FOR FY 2023				33,000

Solid Waste 5 Year Plan - Equipment

FY 2021-2022

Dept	Description	Qty	Per unit	Total
SW Collection	Office Desk	1	800	800
	Office Chair	3	200	600
	Conference Table & Chairs	1	600	600
	Directors Desk	1	1,500	1,500
	Reception Desk	1	900	900
	Timeclock Device	1	2,000	2,000
	Computer & Monitor	1	1,253	1,253
	Install & Configure	1	3,700	3,700
	Network Switches	1	4,480	4,480
	Battery Backups	4	80	320
	Safety Lighting for Garbage Trucks	11	2,500	27,500
	Portable Radios	12	3,000	36,000
	Handheld	1	2,500	2,500
Solid Waste collection Total				82,153
Brush	Office Desk	1	800	800
	Office Chair	1	200	200
	Computer & Monitor	1	1,253	1,253
	Office Phone	1	300	300
	Safety Lighting for Brush Trucks	3	2,500	7,500
	Utility Trailer 16ft	1	2,500	2,500
	Portable Radios	5	3,000	15,000
	Handheld	1	2,500	2,500
	directional Bar Safety lighting	1	600	600
	Tool Boxes	4	700	2,800
Brush collection Total				33,453
TOTAL EQUIPMENT FOR FY 2022				115,606

AIRPORT FUND		History		Current		
Financial Summary		2018-2019 Actual	2019-2020 Actual	2020-2021 Budget	2020-2021 Amended	2020-2021 YTD 05.31.21 Estimated
Beginning Working Capital		(376,193)	(502,248)	(521,324)		(521,324)
REVENUE SUMMARY						
INTERGOVERNMENTAL REVENUE		229,365	217,622	50,000	592,000	604,671
CHARGES FOR SERVICES		242,833	222,981	300,500	300,500	134,271
OTHER INCOME /TRANSFERS IN		250,000	250,000	250,000	380,000	290,000
MISCELLANEOUS REVENUE		79,215	79,936	63,600	63,600	65,231
*** TOTAL REVENUES ***		801,414	770,539	664,100	1,336,100	1,094,173
EXPENDITURE SUMMARY						
AIRPORT OPERATIONS		942,681	1,039,018	609,717	675,517	553,493
AIRPORT GRANT		91,777	99,999	100,000	100,000	163,513
DEBT SERVICE		-	25,393	-	75,600	75,527
*** TOTAL EXPENDITURES ***		1,034,458	1,164,411	709,717	851,117	792,533
REVENUES OVER (UNDER) EXPENDITURES		(233,044)	(393,871)	(45,617)	484,983	301,640
ADJUSTMENTS						
Other Items affecting W.C.		106,989	374,795			
ENDING WORKING CAPITAL		(502,248)	(521,324)	(566,941)		(805,915)

AIRPORT FUND		Proposed		4 YEAR PLAN		
Financial Summary	Budget	2021-2022	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	FY 2021-2022	CM Recommend	2022-2023	2023-2024	2024-2025	2025-2026
Beginning Working Capital	(805,915)	(805,915)	(985,815)	(1,133,162)	(1,473,266)	(2,976,014)
REVENUE SUMMARY						
INTERGOVERNMENTAL REVENUE	50,000	50,000	50,000	50,000	50,000	50,000
CHARGES FOR SERVICES	300,350	320,350	325,350	350,400	350,400	350,400
OTHER INCOME /TRANSFERS IN	250,000	250,000	250,000	250,000	250,000	250,000
MISCELLANEOUS REVENUE	124,800	124,800	124,800	124,800	124,800	124,800
*** TOTAL REVENUES ***	725,150	745,150	750,150	775,200	775,200	775,200
EXPENDITURE SUMMARY						
AIRPORT OPERATIONS	710,180	636,680	704,240	923,661	923,661	673,661
AIRPORT GRANT	100,000	100,000	100,000	100,000	100,000	100,000
DEBT SERVICE	94,870	94,870	93,257	91,644	1,254,287	-
*** TOTAL EXPENDITURES ***	905,050	831,549	897,497	1,115,305	2,277,948	773,661
REVENUES OVER (UNDER)						
EXPENDITURES	(179,900)	(86,399)	(147,347)	(340,105)	(1,502,748)	1,539
ADJUSTMENTS						
Other Items affecting W.C.						
ENDING WORKING CAPITAL	(985,815)	(892,315)	(1,133,162)	(1,473,266)	(2,976,014)	(2,974,475)

Airport 5 Year Plan - Personnel

FY 2021-2022

Dept	Job Title	Salary	Fringe Benefits	Total
Airport	Ramp Agent-PT	14,560	1,865	16,425
	Ramp Agent-PT	14,560	1,865	16,425
				32,850

Airport 5 Year Plan - Capital Outlay

FY 2021-2022

Dept	Description	Qty	Per unit	Total
Airport	Computer Hardware	3	2,000	6,000

FY 2022-2023

Dept	Description	Qty	Per unit	Total
Airport	Directional Signage	2	8,000	16,000

FY 2023-2024

Dept	Description	Qty	Per unit	Total
Airport	New Administrative Terminal	1	250,000	250,000

FY 2024-2025

Dept	Description	Qty	Per unit	Total
Airport	New Administrative Terminal	1	250,000	250,000



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4586
From: VIDAL ROMAN		
Subject: Discussion and consideration to approve Ordinance 2021-34 , adopting and levying ad valorem tax rate for Fiscal Year 2021-2022 and authorizing the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First reading of Ordinance 2021-34. Possible action. (Staffed by the Finance Department).		
Background: The "Proposed Tax Rate" was discussed at the meeting of August 17, 2021. It was voted with the consensus of the Commission present at said meeting to propose a tax rate of \$.6967 per \$100 valuation with Resolution 2021-42.		
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: The Public Hearing Notice was published in the Advance News Journal on August 25, 2021 and posted on the City website. A public hearing was held earlier in this meeting.		
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:		
Staff Recommendation: Staff recommends approving and adopting the Ordinance.		
Attachments, if any: FY 21-22 Tax Rate Memo, O2021-34 adopt ad valorem tax rate		
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: September 7, 2021

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Fiscal Year 2021-2022 Tax Rate Adoption

The City proposed to approve an ad valorem tax rate on August 17, 2021 with Resolution 2021-42. The next step is the adoption of the tax rate.

In accordance with Tax Code requirements, the City must hold a public hearing prior to adopting the ad valorem tax rate and after the approval of its City Budget. A public hearing has been scheduled for the of September 07, 2021 and was published on the Advance News Journal on August 25, 2021, as well as being posted on the city's web site.

Note that since the tax rate consist of two components, each must be approved separately. The rates are reference on the Ordinance. Note on the Ordinance that since the city has elected to adopt a rate greater than the No-New Revenue rate, language has been added to it on items "c" and "d" as required by Tax Code 26.05(b)(1)(A) and (B) as per Senate Bill 2.

The vote on the Ordinance will required a Roll Call Vote.

ORDINANCE NO. 2021-34

AN ORDINANCE LEVYING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY OF WESLACO, TEXAS FOR THE TAX YEAR 2021, FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE GENERAL GOVERNMENT AND FOR THE INTEREST AND SINKING FUND FOR THE REDEMPTION OF BONDS AND OTHER INDEBTEDNESS OF THE CITY OF WESLACO, TEXAS, AND FIXING A LIEN ON ALL TAXABLE PROPERTY.

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

I.

THAT, there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Weslaco for the 2021-2022 fiscal year, upon all property, real, personal, and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.6967** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. Maintenance and operation of the General Government (General Fund) for fiscal year 2021-2022, **\$0.5066** on each \$100 valuation of property.
- b. Interest and sinking fund for debt service payments for fiscal year 2021-2022, **\$0.1901** on each \$100 valuation of property for the purpose of paying interest on and providing a sinking fund for the redemption of outstanding indebtedness of the City of Weslaco.
- c. This tax rate will raise more taxes for maintenance and operations than last year's tax rate, and
- d. the tax rate will effectively be raised by 2.8 percent and will raise taxes for maintenance and operations on a \$100,000 home by \$20.72.

II.

THAT there is hereby fixed on each and every item of taxable property a lien for the purpose of securing the payment of the taxes assessed thereon and said lien shall continue to exist against any item of property against which a tax is assessed here under until such tax, together with all interest shall be paid.

III.

IF, any person shall neglect or refuse to pay the taxes herein imposed on him or his property, on or before January 31, 2022 the tax collector shall apply the following schedule of penalty and interest rates for use in calculating the total amount due on delinquent tax bills:

February 2021	7.0%
March 2021	9.0%
April 2021	11.0%
May 2021	13.0%
June 2021	15.0%
July 2021	18.0%

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of September 2021.

PASSED AND APPROVED on second reading at a meeting of the City Commission this _____ day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4612
From: VIDAL ROMAN		
Subject: Discussion and consideration on acceptance of the American Rescue Plan Act of 2021 funds in the amount of \$5,157,540, authorize expenditures and consider Ordinance 2021-35, a budget amendment and create a Special Projects Fund for appropriations and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-35. Possible action. (Staffed by City Manager.)		
Background: The city received a notice that they were going to be funded as a Non-Entitlement Unit (NEU) in the amount of \$10,315,081 with half of the award (\$5,157,541) having been received until the balance is released in the future. The city has received the amount of \$5M and will now appropriate the funds as presented with the approval of the City Commission.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Budget Amendment		
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 VIDAL ROMAN Mike Perez		Created/Initiated Approved Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of the Ordinance and Budget Amendment.		
Attachments, if any: ARPA Memo, BUDGET AMENDMENT ARPA, ARPA GF BUDGET AMENDMENT, O2021-35 ARPA amendment		

Responsibilities upon Approval:

Record Budget amendments in appropriate General Ledger accounts.

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: September 07, 2021

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Ordinance for a Budget Amendment and the Establishment of American Rescue Plan Act of 2021 (ARPA) Fund

Attached is the ordinance for the budget amendment on the receipting and appropriations of ARPA funds. These funds will be use only for allowable uses such as (1) investments in water, sewer, drainage, or broadband infrastructure, (2) premium pay to eligible workers, (3) provision of government services to the extend of the reduction in revenue due to the pandemic.

This fund will provide both transparency and accountability in tracking expenditures related to the Special projects funding.

Please do not hesitate to contact me at 956.968.3181



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

FUND: SPECIAL PROJECTS FUND
DEPARTMENT: Various
DATE: September 7, 2021

BUDGET CHANGE # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>DR</u>	<u>CR</u>	<u>REVISED BUDGET</u>
450	4000-4500100	INTERGOVERNMENTAL REVENUE	-	-	5,157,540	(5,157,540)
450	5111-554130	IT INFRASTRUCTURE		305,000		305,000
450	5314-553120	W/S INFRASTRUCTURE		1,200,000		1,200,000
450	5307-553120	DRAINAGE INFRASTRUCTURE		750,000		750,000
450	TBD	PREMIUM PAY FOR FRONT LINERS		150,000		150,000
450	5312-553120	W/S PLANTS INFRASTRUCTURE		1,165,000		1,165,000
450	5324-553120	LIFT STATION		180,000		180,000
450	5324-553120	MANHOLE REHABILITATION		207,540		207,540
450	TBD	CLINIC COVID INCENTIVES		20,000		20,000
450	TBD	LOSS REVENUE - W/S		460,000		460,000
450	TBD	TRAFFIC CONTROL FOR COVID		20,000		20,000
450	5140-580000	TRANSFER OUT - LOSS REV. GF		700,000		700,000
			<u>\$ -</u>	<u>\$ 5,157,540</u>	<u>\$ 5,157,540</u>	<u>\$ -</u>

(Round up all amounts to the nearest dollar)

Justification:

To record of ARPA funds and appropriate it uses.

Department Head Approval

Date

Finance Director

Date

City Manager

Date

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

ORDINANCE 2021-35

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT; SPECIAL PROJECTS FUND, IN THE AMOUNT OF \$5,157,540 PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF. FURTHERMORE, WITH THE ADOPTION OF THE BUDGET AMENDMENT A SPECIAL PROJECTS FUND NEEDS TO BE CREATED FOR ACCOUNTABILITY PURPOSES AND IN COMPLIANCE WITH GRANT AWARDS.

WHEREAS the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2020-2021 budget: and

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

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

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

WHEREAS the City Commission finds it necessary to maintain this grant funds in a separate fund for accounting and maintaining the non-comingling of funds.

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

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

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

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4541
From: VIDAL ROMAN		
Subject: Discussion and consideration on Resolution 2021-45 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: The Public Investments Funds Act requires annual reviewal and approval as per Section 2256 of the Texas Governmental Code.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU VIDAL ROMAN Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve to accept and file.		
Staff Recommendation: Staff recommends approval of the Resolution.		
Attachments, if any: Investment Policy Memo, Investment Policy , R2021-45 adopting investment policy		
Responsibilities upon Approval: File.		

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: September 07, 2021

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: City of Weslaco Investment Policy Annual Review

I have attached the City of Weslaco's Investment Policy which was adopted on December 5th, 2017.

Chapter 2256, Government Code .005(e) states that the "Governing body must annually review policy and strategies". Mr. Perez and Mr. Munoz as well as I have reviewed the policy. There isn't any recommendation to change its present structure.

Staff recommend acceptance of the Investment Policy as presented.

CITY OF WESLACO, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Weslaco to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. Chapter 2256 of the Government Code, as amended from time to time by the Texas State Legislature ("Public Funds Investment Act") requires each city to adopt rules governing its investment practices and to define the authority of the investment official. The Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and prudent fiscal management of the City of Weslaco's funds.

II. INVESTMENT STRATEGY

The City of Weslaco maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium-term securities which will complement each other in a liability matching or a laddered maturity structure. The dollar weighted average maturity of 12 months or less will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate term maturities.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated

cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in investment pools, money market funds, collateralized bank deposits or highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

This investment policy applies to all financial assets held directly by the City of Weslaco. These financial assets are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include all monies in the following funds:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Fund
- Internal Service Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the governing body, unless specifically exempted.

Financial assets of the entity held and invested by trustees or fiscal agents are excluded from these policies; however, such assets shall be invested in accordance with state laws applicable to the investment of local government funds and in accordance with the City's primary investment objectives.

IV. INVESTMENT OBJECTIVES

The City of Weslaco shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term

investment of pooled idle cash.

- A. Safety.** Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each transaction shall be conducted in a manner to avoid capital losses, whether from securities defaults or erosion of market value.
- B. Liquidity.** The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Yield.** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.
- D. Public Trust.** Participants in the City's investment process shall act responsibly as public trust custodians. Investment officials shall avoid transactions which might impair public confidence in the City's ability to govern effectively.

V. RESPONSIBILITY AND CONTROL

- A. Investment Officer.** Management responsibility for the City's investment program is hereby delegated to (1) City Manager, (2) Finance Director, and (3) Assistant Finance Director, hereafter referred to as "Investment Officer". The Investment Officer shall have the authority, subject to the approval of the City Commission, to establish additional specific written procedures for the operation of the investment program which are consistent with this investment policy. The procedures shall include explicit delegation of authority, if any, to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Investment Officer. The Investment Officer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The Investment Officer shall attend at least one ten (10) hour training session relating to the officer's responsibility under the Act within 12 months after assuming duties. In addition to this initial ten (10) hour training requirement, the Investment Officer shall receive not less than eight (8) hours of instruction every two years thereafter, that

begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date. Such training shall be sponsored by an independent source and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

B. Internal Controls. The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Investment Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Clear delegation of authority to subordinate staff members.
5. Written confirmation for telephone (voice) transactions for investments and wire transfers.
6. Development of a wire transfer agreement with the depository bank or third party custodian.

VI. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the City's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's performance, provided that deviations from expectations are reported in a timely fashion to the City Commission and

appropriate action is taken to control adverse developments.

VII. ETHICS AND CONFLICTS OF INTEREST

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the city who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual selling to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

VIII. INVESTMENTS

The funds of the City available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments.

Authorized Investments:

1. Obligations, including letters of credit, of the United States and of its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
2. Direct obligations of the State of Texas and agencies and instrumentalities thereof.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States, including those fully insured by the Federal Deposit Insurance Corporation (FDIC).

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
5. Certificates of deposit issued by a depository institution that has its main office or branch office in Texas:
 - a. And such Certificates of Deposit are:
 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
 2. Secured by obligations that are described in Numbers 1, 2 or 3 set forth above.
 - b. Or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations set forth in Number 1 above pledged with a third party, other than an agency for the pledger, and purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
7. Investment pools which invest in instruments and follow practices allowed by current law. A thorough investigation of the pool is required prior to investing, and on a continual basis. The City Commission must approve a formal agreement to participate (by resolution) in each pool providing services to the City. The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Not Authorized:

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

1. Banker's Acceptances
2. "Bond" Mutual Funds
3. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

4. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
5. Collateralized mortgage obligations that have a stated final maturity date of greater than 5 years.
6. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IX. DIVERSIFICATION OF INVESTMENTS

The City recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the City's investment portfolio by institution, type of investment instrument, and term in maturity is the primary method to minimize investment risk. With the exception of U.S. Treasury securities, authorized pools, and insured or collateralized Certificates of Deposit, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Any portfolio security whose credit rating is placed on review for downgrade must be evaluated by the investment officer to determine if it is prudent to liquidate. Investments subsequently downgraded below the required minimum credit rating should be liquidated in a prudent manner.

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository. At least every five years a depository(ies) shall be selected through the City's banking services procurement process, which shall include a formal request for proposals (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Investment Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposit. Banks and other financial institutions seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Investment Officer.

Securities Dealers. The Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the City. In addition, a list shall be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment

services in the State of Texas. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to provide investment services to the City shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the investment policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the Investment Officer with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the Investment Officer or the City Commission, including the following information:

1. Audited financial statements.
2. Regulatory reports on financial condition.
3. Completed broker/dealer questionnaire.
4. Proof of National Association of Security Dealers (NASD) Certification or Financial Industry Regulatory Authority (FINRA) certifications and proof of state registration.
5. Any additional information considered necessary to allow the Investment Officer to evaluate the credit worthiness of the institution.

Financial Advisors. Financial advisors may be retained by the city under contract for periods not to exceed five years.

Investment Pools. A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

1. The types of investments in which money is allowed to be invested.
2. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
3. The maximum stated maturity date any investment security within the portfolio has.
4. The objectives of the pool.
5. The size of the pool.

6. The names of the members of the advisory board of the pool and the dates their terms expire.
7. The custodian bank that will safekeep the pool's assets.
8. Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation.
9. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
10. The name and address of the independent auditor of the pool.
11. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
12. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
13. A description of interest calculations and how interest is distributed, and how gains and losses are treated.

The Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of any City investments. The Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding investment policy or program changes determined to be necessary.

XI. SAFEKEEPING AND CUSTODY

Insurance or Collateral. All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the

Investment Officer or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate. The right of collateral substitution is hereby granted upon written approval by the Investment Officer.

Safekeeping Agreement. Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the Trustee.

Delivery vs. Payment. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Internal Control. The safekeeping procedures utilized in the City's investment program shall be reviewed annually by the independent auditor. This review will provide internal control by assuring compliance with policies and procedures. The Investment Officer and any other officers or employees of the City authorized to engage in investment transactions shall be bonded in an amount established by the governing body.

XII. INVESTMENT REPORTING

The Investment Officer shall prepare and submit to the City Commission at least quarterly a report regarding the status of the City's investment program. As to each investment, the report shall include the following information:

1. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired.

2. Unrealized gains and losses resulting from appreciation or depreciation by listing ending book and market value of securities for the period.
3. Average life and final maturity of an investment listed.
4. Coupon, discount or earnings rate.
5. Percentage yield on an annualized basis.
6. Purchase date and purchase price.
7. Percentage of the Portfolio represented by each investment category.
8. Statement of compliance of the City's investment portfolio with State Law and investment strategy and policy approved by the City Commission.

In addition, the report shall explain the quarter's total investment return and compare the return with applicable benchmarks.

The quarterly report shall also summarize recent market conditions, economic developments and anticipated investment conditions, and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the City Manager and City Commission.

XIII. AUDIT

In connection with the audit of City funds conducted by an independent certified public accountant, the auditor shall conduct a review of the City's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the City's audit.

XIV. INVESTMENT POLICY ADOPTION

The City of Weslaco's **INVESTMENT POLICY** shall be adopted by resolution of the City Commission. The policy shall be reviewed for effectiveness on an annual basis by the Investment Officer and any modifications will be recommended for approval to the City Commission. The City Commission shall review these investment policies and strategies not less than annually and any amendments to this policy must be made by

resolution of the City Commission.

Any investment held on the date of initial adoption of this policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this policy. The Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this policy in order to avoid the premature liquidation of any current investment.

RESOLUTION NO. 2021-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS
APPROVING THE INVESTMENT POLICY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires the governing body of an investing entity to adopt by rule, order ordinance, or resolution, a written investment policy regarding the investment of its funds; and

WHEREAS, once an investment policy has been adopted, the PFIA also requires the governing body to review the investment policy and investment strategies annually; and

WHEREAS, the PFIA states that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

WHEREAS, the City's designated Investment Officer has reviewed the current investment policy and recommends changes as presented herein and recommends approval; and

WHEREAS, the City Commission desires to approve the amended Investment Policy;

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

SECTION 1. THAT, the City Commission has reviewed the attached Investment Policy for the City of Weslaco and the policies and strategies contained therein (Attachment "A").

SECTION 2. THAT the City Commission hereby adopts the attached Investment Policy as the City's Investment Policy.

SECTION 3. THAT all resolutions, or parts of resolutions in force with provisions relating to this resolution, which are inconsistent or in conflict with the terms or provisions contained herein, are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.

SECTION 4. THAT this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4620
From:		
Subject: Discussion and consideration to select and award an EMS Billing and Collection contract for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.)		
Background: The city requested proposals for billing and collection of EMS services this past month. Advertising was done on July 27th and August 04th with a deadline of August 20th, 2021. There were 6 respondents and scoring was conducted with the final scoring being presented to the Commission.		
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: Publication was done in the Advance News Journal on July 27th and August 04, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA VIDAL ROMAN Mike Perez		Created/Initiated Approved New
City Manager Comments:		
Staff Recommendation: Staff recommends awarding a proposal to the most advantageous respondent.		
Attachments, if any: EMS Memo, EMS EVALUATION SHEET		
Responsibilities upon Approval: Communication with a recommended company and start the transition process.		

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: September 07, 2021

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Emergency Medical Service (EMS) Request for Proposals

The city recently went out for proposals on EMS billing and collection process. Advertisement was published on July 28 and August 04, 2021 on the Advance News Journal.

The deadline for proposals was August 08th, with opening being held such date. The city did have six (6) respondents. Evaluations was done by three members of the city staff to present and recommend to the Commission.

The main goal is for revenue enhancement and the city feels that by taking this route it will be favorable for the city.

Please do not hesitate to contact me at 956.968.3181

City of Weslaco

EMS BILLING SERVICES - EVALUATION SHEET / RFP NO.: 2020-21-32

		S&V	EMERGICON	QUICK MED	KORONIS	LIFEQUEST	DIGITECH
AVERAGE BY EVALUATOR	GUSTAVO RAMIREZ	71	90	98	93	86	97
AVERAGE BY EVALUATOR	ANDREW MUNOZ	57	81	74	69	76	82
AVERAGE BY EVALUATOR	VIDAL ROMAN	62	73	89	81	76	80
		63.33	81.33	87.00	81.00	79.33	86.33
RANKING		6	5	1	3	4	2
		S&V	EMERGICON	QUICK MED	KORONIS	LIFEQUEST	DIGITECH



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4603
From:		
Subject: Discussion and consideration to approve Resolution 2021-46 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2022-2023 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background: This is the election process for the Board of Directors of the Hidalgo County Appraisal District. Each taxing entity shall submit their nomination of a candidate(s) to the Chief Appraiser by resolution adopted by the governing body. The Chief Appraiser will then submit the top candidates to the taxing entity for casting of votes.		
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 Mike Perez		Created
City Manager Comments: Approve nomination of Joe Olivarez.		
Staff Recommendation:		
Attachments, if any: Corr HCAD re election of BOD 2022-2023, R2021-46 HCAD board nomination		
Responsibilities upon Approval: Execute, retain and notify requestor on nomination.		

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Albert D. Cardenas	Vice-Chairman
Amador Requenez	Secretary
Eddy Betancourt	Member
Joe D. Olivarez	Member
Pablo "Paul" Villarreal, Jr.	Member

August 15, 2021

City Secretary
City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Re: Election of Board of Directors 2022-2023

Dear City Secretary:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2022-2023 election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 15th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

RECEIVED

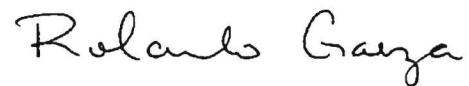
AUG 19 2021

BY: AW-CSD

Before **December 31, 2021**, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

A handwritten signature in cursive script that reads "Rolando Garza".

Rolando Garza, RPA
Chief Appraiser

RG: je

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
 Jorge Gonzalez, Asst. Chief Appraiser
 Brent E Cavazos, Associate Chief Appraiser
 PO Box 208
 Edinburg, TX 78540-0208
 (956) 381-8466 (956) 565-2461



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BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Pete Garcia	Member
Pablo "Paul" Villarreal, Jr.	Member

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2022 - 2023	
August 2021 But before October 1, 2021	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2022-2023 election for the Board of Directors for the Appraisal District.
Before October 15, 2021	The Presiding Officer of the unit submits the name(s) of the nominee(s) by written resolution to the Chief Appraiser.
Before October 30, 2021	The Chief Appraiser prepares the ballot, listing the candidates in order by surname and delivers a copy of the ballot to the presiding officer of each unit.
Before December 15, 2021	Each voting unit cast its vote by written resolution and submits it to the Chief Appraiser.
Before December 31, 2021	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

2022-2023
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2020	2020	2020		2022-2023	2022-2023
	Tax Levied	Total Levy	Percent	Votes	Directorships	Official Votes
Entity						
Hidalgo County	\$ 220,338,129	\$ 911,952,107	24.161%	242	5	1210
Cities						
Alamo	\$ 4,052,229	\$ 911,952,107	0.444%	4	5	20
Alton	\$ 2,266,126	\$ 911,952,107	0.248%	2	5	10
Donna	\$ 5,591,745	\$ 911,952,107	0.613%	6	5	30
Edcouch	\$ 571,220	\$ 911,952,107	0.063%	1	5	5
Edinburg	\$ 34,033,591	\$ 911,952,107	3.732%	37	5	185
Elsa	\$ 1,628,015	\$ 911,952,107	0.179%	2	5	10
Granjeno	\$ 21,952	\$ 911,952,107	0.002%	1	5	5
Hidalgo	\$ 2,384,287	\$ 911,952,107	0.261%	3	5	15
La Joya	\$ 957,155	\$ 911,952,107	0.105%	1	5	5
La Villa	\$ 568,646	\$ 911,952,107	0.062%	1	5	5
McAllen	\$ 50,905,212	\$ 911,952,107	5.582%	56	5	280
Mercedes	\$ 4,993,189	\$ 911,952,107	0.548%	5	5	25
Mission	\$ 24,033,922	\$ 911,952,107	2.635%	26	5	130
Palmview	\$ 2,788,816	\$ 911,952,107	0.306%	3	5	15
Penitas	\$ 1,342,062	\$ 911,952,107	0.147%	1	5	5
Progreso	\$ 831,009	\$ 911,952,107	0.091%	1	5	5
Pharr	\$ 23,908,466	\$ 911,952,107	2.622%	26	5	130
San Juan	\$ 8,178,632	\$ 911,952,107	0.897%	9	5	45
Sullivan City	\$ 536,134	\$ 911,952,107	0.059%	1	5	5
Weslaco	\$ 13,534,312	\$ 911,952,107	1.484%	15	5	75
Schools						
Donna	\$ 18,502,671	\$ 911,952,107	2.029%	20	5	100
Edcouch-Elsa	\$ 4,776,664	\$ 911,952,107	0.524%	5	5	25
Edinburg	\$ 82,255,219	\$ 911,952,107	9.020%	90	5	450
Hidalgo	\$ 7,362,355	\$ 911,952,107	0.807%	8	5	40
La Joya	\$ 35,077,606	\$ 911,952,107	3.846%	38	5	190
La Villa	\$ 1,673,868	\$ 911,952,107	0.184%	2	5	10
Lyford	\$ 122,079	\$ 911,952,107	0.013%	1	5	5
McAllen	\$ 88,388,374	\$ 911,952,107	9.692%	97	5	485
Mercedes	\$ 8,293,942	\$ 911,952,107	0.909%	9	5	45
Mission	\$ 28,040,951	\$ 911,952,107	3.075%	31	5	155
Monte Alto	\$ 1,775,228	\$ 911,952,107	0.195%	2	5	10
PSJA	\$ 63,835,097	\$ 911,952,107	7.000%	70	5	350
Progreso	\$ 2,406,438	\$ 911,952,107	0.264%	3	5	15
Sharyland	\$ 44,000,759	\$ 911,952,107	4.825%	48	5	240
So Tx College	\$ 66,982,283	\$ 911,952,107	7.345%	73	5	365
South Texas ISD	\$ 19,815,889	\$ 911,952,107	2.173%	22	5	110
Valley View	\$ 9,507,799	\$ 911,952,107	1.043%	10	5	50
Weslaco	\$ 25,670,034	\$ 911,952,107	2.815%	28	5	140
Grand Total	\$ 911,952,107		100.000%	1000		5000

RESOLUTION NO. 2021-46

STATE OF TEXAS § RESOLUTION NOMINATING A CANDIDATE
COUNTY OF HIDALGO § TO HIDALGO COUNTY APPRAISAL
CITY OF WESLACO § DISTRICT BOARD OF DIRECTORS FY2022-
2023

WHEREAS, the City of Weslaco, a governmental unit entitled to vote in the selection of a Board of Directors for the Hidalgo County Appraisal District, has been notified by the Chief Appraiser of Hidalgo County, Texas, that nominations to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser before October 16, 2019; and

WHEREAS, the City wishes to nominate _____ as candidate for Director of the Hidalgo County Appraisal District.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO as follows:

1. The City Commission of the City of Weslaco does hereby nominate _____ as a candidate for the Director of Hidalgo County Appraisal District.
2. A certified copy of this Resolution shall be delivered to the Chief Appraiser Hidalgo County, Texas, to evidence this nomination.

PASSED AND APPROVED this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4609
From:		
Subject: Discussion and consideration on Resolution 2021-47 to support the adoption and approval of the Texas Term Sheet in its entirety regarding the Opioid Settlement in the approximate amount of \$90,000 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: 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 Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: List of Opioid Remediation Uses, Subdivision Participation Form JNJ, Subdivision Settlement Participation Form, Settlement Allocation Term Sheet, R2021-47 Opioid Settlement adopt term sheet		
Responsibilities upon Approval: Execute, retain and notify appropriate agency.		

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

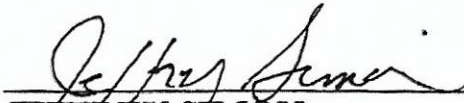


KENNETH PAXTON, JR.
ATTORNEY GENERAL

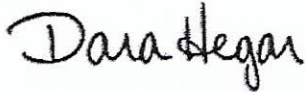
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



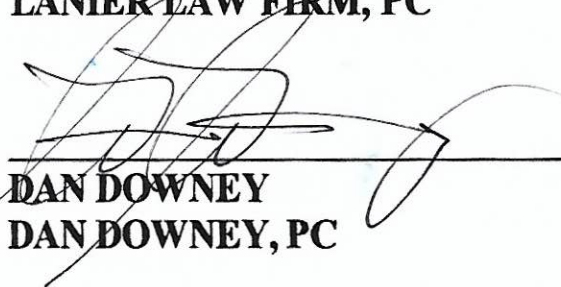
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

RESOLUTION 2021- 47

BE IT REMEMBERED, at a regular meeting of the City Commission of the City of Weslaco held on the 7th day of September 2021 on motion made by Commissioner of the City of Weslaco and seconded by _____ Commissioner of the City of Weslaco the following Resolution was adopted.

WHEREAS the City of Weslaco obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City of Weslaco; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City of Weslaco support the adoption and approval the Texas Term Sheet in its entirety.

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

1. Support the adoption and approval the Texas Term Sheet in its entirety; and
2. Finds as follows:
 - a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Weslaco;
 - b. The City Commission supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Commission of the City of Weslaco understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout

Texas.

PASSED AND APPROVED on this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4494
From:		
Subject: Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2021-2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
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: EDC Board Approved Budet 21 22		
Responsibilities upon Approval:		

Weslaco EDC-
2021-2022 Budget
Board Approved 8/18/21

	2019-2020	2020-2021	2021-2022	2021 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$5,956,179.00	\$6,583,923.00	\$4,685,768.82	
Income				
Sales Tax Income			\$3,300,000.00	
Sales Tax Income	\$3,366,000.00	\$3,029,400.00	\$3,300,000.00	3.3mil- (18/19) 3.4mil- (19/20) sales tax received by fiscal years
Interest Income		\$4,000.00	\$1,000.00	
Interest Revenue- Ckg. Int.	\$28,000.00	\$4,000.00	\$1,000.00	(BBVA)
Rental Income		\$236,991.00	\$234,491.00	
Weslaco Area Chamber of Commerce (1,677x12)	\$20,124.00	\$20,124.00	\$20,124.00	Contract ends 12/2022
UTRGV Sub-Lease thru 8/15/2028 - (\$17,780.57 x 12)	\$213,367.00	\$213,367.00	\$213,367.00	Contract ends 8/2028
BVEC Reservation Rental Fees	\$7,000.00	\$3,500.00	\$1,000.00	
Property Sales		\$240,998.15	\$272,105.45	
LRGVDC-Interest & Principal (10,312 x 12)	\$123,744.00	\$123,744.00	\$123,744.00	Contract ends 5/2033
LF Trinity (Project Fire)	\$40,000.00	\$40,000.00	\$0.00	last payment this year contract ended
City of Weslaco Note (1,450,810)	\$0.00	\$25,393.15	\$96,482.69	Contract ends 12/2024
CIL Properties (1,763.02 x 12)	\$101,844.00	\$21,156.00	\$21,156.24	Contract ends 3/2023
Valley Striping - Mid-Valley Dr (\$863.16 x 12)	\$10,358.00	\$10,358.00	\$10,357.92	Contract ends 7/2024
CIL Hanger (\$1697.05 x 12)	\$0.00	\$20,347.00	\$20,364.60	Contract ends 4/2022
Alfresco & 4th of July / Sponsorship & Vendor Income Fees		\$15,525.00	\$29,775.00	
Alfresco Downtown Vendor Fees	\$10,000.00	\$2,500.00	\$10,000.00	
Alfresco Downtown Sponsorship Fees	\$250.00	\$250.00	\$2,500.00	Payne Auto Group
4th of July Vendor Income	\$2,775.00	\$2,775.00	\$2,775.00	
4th of July Sponsorship Income	\$14,500.00	\$10,000.00	\$14,500.00	
Other Income		\$284,310.00	\$278,710.00	
Late Fee Income	\$1,000.00	\$1,000.00	\$1,000.00	
Reimbursements	\$1,000.00	\$1,000.00	\$1,000.00	
Weslaco Merchants - Digital Billboard Income	\$2,800.00	\$4,000.00	\$0.00	
City of Weslaco (SDI) - 380 Assignment (Annual) \$2,300	\$237,310.00	\$237,310.00	\$237,310.00	Should be receiving \$237,310.43 for current year
Miscellaneous/Other Income	\$1,000.00	\$1,000.00	\$1,000.00	
UTRGV - 100% Reimbursement of Janitorial / Basic Ess	\$40,000.00	\$40,000.00	\$38,400.00	\$38,400 per f/y of Janitorial cost @ 3,200 monthly only need to add for basic essen
Total Income	\$4,221,072.00	\$3,811,224.15	\$4,116,081.45	
Expenses				
Operating Expenses				
Gross Wages	\$337,265.56	\$337,265.56	\$357,383.52	Adding for additonal employee
Payroll Taxes & Employee Benefits	\$66,361.55	\$66,361.55	\$72,997.70	

Weslaco EDC-
2021-2022 Budget
Board Approved 8/18/21

	2019-2020	2020-2021	2021-2022	2021 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$5,956,179.00	\$6,583,923.00	\$4,685,768.82	
Dues/Subscriptions/Membership		\$31,065.00	\$16,010.00	
* Weslaco Chamber of Commerce	\$300.00	\$365.00	\$1,200.00	Annual Dues logo on all publications/lives/slides/commercials/website
* Rio South Texas Economic Council	\$13,000.00	\$20,000.00	\$4,000.00	Annual dues
* Photoshop	\$130.00	\$260.00	\$260.00	Photoshop lightroom bundle monthly subscription lillie/steve
* The Monitor Newspapers	\$312.00	\$340.00	\$150.00	Annual The Monitor newspapers
* South Texas Manufacturers Association	\$2,550.00	\$2,500.00	\$2,500.00	Membership dues & Wage & Benefit Survey & Luncheons
* RGV Partnership	\$2,500.00	\$2,500.00	\$2,500.00	Membership for EDC
* Transatlantic Business & Investment Council	\$600.00	\$500.00	\$500.00	Membership
* ICSC	\$2,000.00	\$2,000.00	\$2,000.00	Membership
* IEDC	\$435.00	\$600.00	\$600.00	Membership
* LRGVDC	\$0.00	\$0.00	\$300.00	Membership
* Texas International Produce	\$2,000.00	\$2,000.00	\$2,000.00	Membership
EDC Sponsorships		\$18,600.00	\$22,350.00	
* Weslaco Chamber of Commerce	\$2,000.00	\$2,000.00	\$3,750.00	Gala \$1500/annual lunch \$500 /coffee bar \$250 /job fair \$1500 = \$3750.00
* City of Weslaco	\$1,500.00	\$1,500.00	\$1,500.00	Table for Weslaco State of the City Address @ KMC
* Aurora House Foundation	\$500.00	\$1,000.00	\$1,000.00	Admin day and sponsorship
* Weslaco Museum	\$1,000.00	\$1,000.00	\$1,000.00	Sponsorship
* Frontera Audubon	\$3,000.00	\$3,000.00	\$3,000.00	Dine in the Lawn Table
* RGV Partnership	\$2,500.00	\$2,500.00	\$2,500.00	SBA Awards Ceremony & other
* TEDC Annual	\$1,500.00	\$1,500.00	\$1,500.00	TEDC Annual Conference
* Valley Nature Center	\$4,000.00	\$4,000.00	\$4,000.00	Fall Festival Sponsorship / Spring Dinning / Brewing in the Woods / Spring Feast Di
* Texas International Produce	\$1,100.00	\$1,100.00	\$1,100.00	Sponsorship
* Misc. Sponsorships	\$3,000.00	\$1,000.00	\$3,000.00	For all other sponsorships
		\$8,800.00	\$9,800.00	
Interships(Stipened)	\$1,200.00	\$1,500.00	\$0.00	
Office Supplies	\$3,500.00	\$3,500.00	\$4,000.00	
Office Expenses (Computer & Laptop)	\$10,000.00	\$2,000.00	\$4,000.00	Work from home laptops
Website Hosting & Mgmt	\$1,800.00	\$1,800.00	\$1,800.00	150x12=1800
Contractual Fees		\$726,848.00	\$853,991.51	
* Smartcom telephone	\$3,350.00	\$3,350.00	\$3,350.00	255x12=3060
* Maverick Shredding	\$1,398.00	\$1,398.00	\$1,760.28	146.69x12=1760.28 biweekly mat pickup/monthly shred
* Copy Machine	\$0.00	\$0.00	\$6,336.00	528x12=6336 Main copy machine contract expires 1/2023 XEROX
* Joe's Comfort Air	\$0.00	\$0.00	\$2,245.23	HVAC maintenance filters etc...for lobby/chamber/edc yearly contract expires 5/22
* Engineering Services SAMES	\$0.00	\$0.00	\$455,000.00	Paid out in stages after completion/ industrial park masterplan/construction fees
* Engineering Submittal Fees	\$0.00	\$0.00	\$5,000.00	
*Survey Fees	\$0.00	\$0.00	\$20,000.00	
*Developer Fees	\$0.00	\$0.00	\$20,000.00	

Weslaco EDC-
2021-2022 Budget
Board Approved 8/18/21

	2019-2020	2020-2021	2021-2022	2021 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$5,956,179.00	\$6,583,923.00	\$4,685,768.82	
* Belia Santos dba Bee's Janitorial Services	\$54,000.00	\$54,000.00	\$54,000.00	UTRGV - 3200x12 = reimbursement of 38,400 + BVEC 1300 X 12 = 15600
* Mid Valley Pest Control	\$700.00	\$700.00	\$700.00	175x4qtrs=700 to include EDC, Chamber & UTRGV
* Mechanical Star Systems	\$8,600.00	\$8,600.00	\$8,600.00	2150x4qtrs = 8600 for HVAC of UTRGV Preventive Maintenance
Professional Fees - Other	\$5,000.00	\$5,000.00	\$5,000.00	
Grant Consulting Fees (Ares)	\$0.00	\$0.00	\$60,000.00	5000x12=60000
Legal	\$35,000.00	\$35,000.00	\$60,000.00	
CPA Fees	\$18,000.00	\$18,000.00	\$4,000.00	Rudy Salinas as needed for 21/22
Audit Fees	\$14,500.00	\$14,500.00	\$14,500.00	
Subdivision Property Cost	\$300,000.00	\$350,000.00	\$0.00	
Industrial Park Appraisals	\$0.00	\$93,000.00	\$10,000.00	Property appraisals for industrial park 21/22
Telephone , Wireless Tablets & Cell Phones	\$10,000.00	\$10,000.00	\$10,000.00	
Utilities - Electricity	\$15,000.00	\$15,000.00	\$15,000.00	
Repairs & Maintenance	\$30,800.00	\$35,000.00	\$35,000.00	BVEC/Chamber/EDC/Flags/HVAC (any repairs needed throught the year)
Property Taxes	\$20,000.00	\$29,000.00	\$3,000.00	149 acres as per Randy all acres included
Agricultural Taxes	\$0.00	\$800.00	\$0.00	149 acres as per Randy
Insurance Policies	\$25,000.00	\$25,000.00	\$25,000.00	To include UTRGV/EDC/TML/AUTO
Automobile Expense	\$3,500.00	\$3,500.00	\$3,500.00	Current 2012 Tahoe
Staff Expense	\$17,000.00	\$15,000.00	\$17,000.00	Business lunch/workshops
Board Expense	\$15,000.00	\$10,000.00	\$15,000.00	Workshops etc
Alfresco Marketing Expenses		\$5,000.00	\$23,000.00	
Promotion - Alfresco Weslaco	\$15,000.00	\$5,000.00	\$23,000.00	Increase band/stage/master electrician
Annual Event Expense		\$17,775.00	\$25,000.00	
Christmas	\$2,000.00	\$5,000.00	\$5,000.00	Rental lift/ornaments for city to buy
4th of July	\$16,775.00	\$12,775.00	\$20,000.00	Increase band/stage/master electrician
General Marketing Advertising		\$95,430.00	\$62,630.00	
Marketing/Advertising				
*Camera	\$0.00	\$3,500.00	\$0.00	
* Video	\$0.00	\$27,000.00	\$35,000.00	Virtual site tours on website or to send out to prospects
* International Community Publications LLC	\$8,220.00	\$8,220.00	\$8,220.00	Mexico Industry Magazine (Mexican Firm that need cold storage)
* Texas Border Business (Quarterly)	\$1,800.00	\$1,800.00	\$1,800.00	450x4=1800
* Rio Grande Guardian (Annually)	\$5,000.00	\$5,000.00	\$5,000.00	
* Snapshot of Economic Progress (Bi-Annually)	\$3,500.00	\$3,500.00	\$3,500.00	RGV partnership data pub.
* Texas Real Estate Bus. Magazine (Logo & Listing -Oct. Is	\$350.00	\$350.00	\$350.00	
* Printing Costs (Flyers/Invitations)	\$1,500.00	\$1,500.00	\$1,500.00	Viva fresh flyers 2021
* Lamar Companies	\$27,300.00	\$27,300.00	\$0.00	
* Valley Business Report	\$1,130.00	\$2,260.00	\$2,260.00	565x4ads=2260
* Other Marketing Advertising	\$4,650.00	\$15,000.00	\$5,000.00	dropbox fee annual

Weslaco EDC-
2021-2022 Budget
Board Approved 8/18/21

	2019-2020	2020-2021	2021-2022	2021 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$5,956,179.00	\$6,583,923.00	\$4,685,768.82	
Trade Shows		\$44,700.00	\$38,900.00	
Texas International Produce dba Viva Fresh Produce Expo	\$5,000.00	\$5,000.00	\$5,000.00	Steve Maria Sandra went
Texas International Produce Assoc. PMA Fresh Summit-A	\$4,000.00	\$6,500.00	\$6,500.00	2 people
Select USA	\$0.00	\$1,400.00	\$1,400.00	
United Fresh	\$3,000.00	\$4,500.00	\$4,500.00	Attendance, flight, hotel, food and taxi
ICSC	\$5,000.00	\$16,500.00	\$16,500.00	Austin/Vegas/Fort Worth
TBIC virtual site meeting	\$0.00	\$10,800.00	\$5,000.00	Meetings with 6 companies
Training for Companies		\$75,000.00	\$75,000.00	
Workforce for Business (STC)	\$75,000.00	\$75,000.00	\$75,000.00	Will include all businesses not just manufacturing
Debt Service		\$315,000.00	\$315,000.00	
Debt Services - Bonds				
\$2,870,000 Bond Series 2012 (New) 12/20/12	\$309,595.00	\$315,000.00	\$315,000.00	Ends 9/2023
Downtown Incentive Grants		\$60,000.00	\$80,000.00	
Weslaco 100 Grant	\$50,000.00	\$30,000.00	\$50,000.00	
Promotion Façade Grant	\$50,000.00	\$30,000.00	\$30,000.00	Pending commitments for this year
Landscape Activities		\$36,400.00	\$40,560.00	
Downtown Heart of Weslaco	\$10,000.00	\$10,000.00	\$10,560.00	Raul Alvarez 880 x12=10560
Expressway - Maintenance	\$40,000.00	\$26,400.00	\$30,000.00	Bravo 2200x12=26400 (will go out for bids at the end of year)
Grant Funding Projects		\$898,734.00	\$779,534.00	
VIDA	\$70,000.00	\$70,000.00	\$70,000.00	
LRGVDC/South Texas Transportation Project-JAG	\$39,000.00	\$39,000.00	\$39,000.00	
City Of Weslaco Airport	\$89,000.00	\$89,000.00	\$0.00	
City of Weslaco (Equipment & Operators for Drainage)	\$207,734.00	\$103,867.00	\$103,867.00	City of Weslaco \$103,867 last payment in next budget year 21/22
Project Tube (Hanger)	0.00	\$566,667.00	566,667.00	
Frontera Audoban	0.00	\$15,500.00	\$0.00	
Rainbow Sprinkler	0.00	\$7,350.00	\$0.00	
Grant Funding other	0.00	\$7,350.00	\$0.00	
Business Incentives		\$792,341.33	\$504,020.01	
Wal-Mart Neighborhood Store on 18th & Texas (\$900,000)	\$125,000.00	\$375,000.00	\$0.00	Contract closed by default
Smile, Inc. (\$75,000)	\$15,000.00	\$15,000.00	\$15,000.00	Expires 12/2022 record of employment default
R5 Eateries (Bar B-Cuties) \$160,000	\$13,333.00	\$13,333.00	\$0.00	Finished paying closed contract
Kapal (\$255,192)	\$69,564.00	\$69,564.00	\$0.00	2019-\$69,564 2019-\$69,564 2020-\$69,564 2021-\$46,500
Kapal Cabinet House (Millwork)	\$0.00	\$7,000.00	\$7,000.00	2020-\$48,114 2021-\$7,000 2022-\$3,650 2023-\$3,650
Rio Precision Machine	\$23,778.00	\$23,778.00	\$0.00	Contract closed by default
Coastal Deli / Jason's Deli (Project Bob)	\$44,767.00	\$44,767.00	\$0.00	Finished paying closed contract
Domain Dev. Corp. (Project Catherine) \$350,000	\$350,000.00	\$116,667.00	\$116,666.68	2020-\$116,667 2021-\$116,667 2022-\$116,666 final payment next year
Trinity MEP Engineering LLC (Project Fire & Water)	\$33,546.00	\$16,773.00	\$16,773.00	2021-\$16,773 2022-\$16,773 requested extension

Weslaco EDC-
2021-2022 Budget
Board Approved 8/18/21

	2019-2020	2020-2021	2021-2022	2021 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$5,956,179.00	\$6,583,923.00	\$4,685,768.82	
A3H Foods Jack in the Box	\$25,000.00	\$25,000.00	\$25,000.00	2020-\$25,000 2021-\$25,000 2022-\$25,000
Harbor Freight	\$0.00	\$35,459.33	\$35,459.33	2021-\$35,459 2022-\$35,459 2023-\$35,459
A3H Foods Mr. Gattis	\$0.00	\$50,000.00	\$50,000.00	2021-\$50,000 2022-\$50,000 2023-\$50,000
CIL Fresh	\$0.00	\$0.00	\$17,000.00	2021-\$17,000 2022-\$31,000 2023-\$31,000 2024-\$14,000
La Abuela	\$0.00	\$0.00	\$38,000.00	2021-\$23,000 2022-\$38,000 2023-\$3,8000 2024-\$15,000
Clean Label LLC Falcon	\$0.00	\$0.00	\$68,646.00	2021-\$68,646 2022-\$103,146 2023-\$102,696 2024-\$42,500
Z&L Enterprise	\$0.00	\$0.00	\$60,000.00	2021-\$60,000 2022-\$69,000 2023-\$69,000 2024-\$9,000
Bio Safe	\$0.00	\$0.00	\$38,847.00	2021-\$38,847 2022-\$24,128 2023-\$8,500
De Figs Crumbl Cookie (Pink)	\$0.00	\$0.00	\$15,628.00	2021-\$15,628 2022-\$24,128 2023-\$8,500
Other Expenses		\$116,312.00	\$282,731.27	
Hansen Property Note payments	\$0.00	\$0.00	\$166,419.27	Hansen Note paid Qtrly starting 1/15/22 \$54,473.09
City of Weslaco from UTRGV-CIC Rent	\$103,812.00	\$103,812.00	\$103,812.00	8,651 x 12 (s/b minus bonds/AC/elevator repairs&maintenance)
UTRGV - CIC Basic Essentials Expenses	\$5,000.00	\$6,000.00	\$6,000.00	To cover toilet paper, trash bags, hand soap
Miscellaneous - Other	\$4,000.00	\$4,000.00	\$4,000.00	holiday exp/or prospects
Meals - Promotion/Prospects	\$2,500.00	\$2,500.00	\$2,500.00	
Future Projects		\$1,600,000.00	\$1,100,000.00	
Project Centro	\$1,000,000.00	\$1,500,000.00	\$1,000,000.00	
City's Sports Complex \$500,000	\$100,000.00	\$100,000.00	\$100,000.00	Ends 2023 100,000 x 5 yrs =500,000
BVEC Operation Expenses		\$4,000.00	\$4,000.00	
BVEC Operations Costs	\$7,500.00	\$1,500.00	\$1,500.00	
Contract Labor -BVEC	\$2,500.00	\$2,500.00	\$2,500.00	To maintain BVEC setups & maintenance w/Frank Ginez
Opportunity Fund *	\$300,000.00	\$300,000.00	\$300,000.00	
Total Expense	\$4,020,179.11	\$5,549,632.44	\$4,962,908.01	
Net Revenues (Expenditures)	\$200,892.89	-\$1,738,408.29	-\$846,826.56	
AVAILABLE CARRYOVER FUNDS - END OF YEAR			\$3,838,942.26	
Restricted Funds				



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4610
From:		
Subject: Discussion and consideration on request from the Weslaco Area Chamber of Commerce to hold a monthly Mid-Valley Farmers Market Outdoor event on the last Saturday of each month on South Kansas Ave. from 10AM-2PM and consideration to waive appropriate fees from ordinances associated with the event and authorize the Mayor to execute any related document. Possible action. (Requested by Weslaco Area Chamber of Commerce.)		
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):		
ADELAIDA VEGA ADELAIDA VEGA Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Letter to City-Chamber Farmers Market		
Responsibilities upon Approval:		



September 2, 2021

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

Dear Mr. Perez,

On behalf of the Weslaco Area Chamber of Commerce board of directors and staff, I respectfully request that the following item be placed on the agenda for review and approval.

The "La Cebollita" Mid-Valley Farmers Market, sponsored by the Weslaco Area Chamber of Commerce will be a new initiative to encourage tourism and local commerce. This event will be a monthly market FREE to the community, with a goal of promoting healthy eating. This produce market will offer unique items and an added opportunity for our community members to explore Weslaco! This initiative will be scheduled on the last Saturday of each month and will run from 10AM-2PM. For the event we would like to request the use of South Kansas Street.

We would also like to request a waiver of all fees and ordinances associated with the event. We would also like to request support to place signage promoting event around town. And as always, the support from the Weslaco Public Facilities Department, Parks & Recreation Department, Police Department, Fire Department and the EMS.

We look forward to hosting these free monthly farmers market days and safely start organizing future activities for the local residents and community at large.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Garza".

Barbara Jean Garza
President/CEO
Weslaco Chamber of Commerce



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4614	
From: ARNOLDO BECHO			
Subject: Discussion and consideration of advertisement for Request for Qualifications for Architectural/Engineering Design for the expansion and remodeling of the Mayor Joe V Sanchez Public Library Complex. Possible action. (Staffed by the Library Department)			
Background: The City of Weslaco has a very engaged library community. Pre-pandemic the library was among the regional leaders in checkouts per capita, visits per capita, event attendance per capita, and many other basic success measures. That said, we have one of the oldest library facilities in the region. Built in 1986, the current facility is nearly 40 years old. The current facility lacks the capacity to provide the modern comforts of a 21st century library. The building does not have an indoor restroom, lacks natural light, does not have sufficient space to serve families properly, and other issues. As the community begins to adjust to the pandemic and return to the library, we would like to begin the process of analyzing how to best provide a public library facility for a community that values library services. For a more extensive analysis of the Library Facility, we invite information seekers to read the assessment provided by CTLS and added to this agenda item as an attachment. Proposed Procurement Schedule September 8, 2021: Release Request for Qualifications (RFQ) September 15, 2021: First Advertisement of RFQ September 22, 2021: Second Advertisement of RFQ September 23, 2021 at 10AM: Prequalification meeting via Zoom October 1, 2021 at 10AM: Request for Information Due October 12, 2021 at 10AM: Bids Due/Zoom Opening October 19, 2021: City Commission Award			
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: Not Applicable			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Advertising will be placed in the ADVANCE NEWS JOURNAL			

September 15, 2021: First Advertisement of RFQ
September 22, 2021: Second Advertisement of RFQ

Advisory Review, if any (name of board/committee, date of action, recommendation):
None at this time.

ARNOLDO BECHO	Created/Initiated
ARNOLDO BECHO	Approved
HOMER RHODES	New
Albert Aldana	
VIDAL ROMAN	
ANDREW MUNOZ	
Mike Perez	

City Manager Comments:
Approve.

Staff Recommendation:
Staff Recommends Approval

Attachments, if any:
memo RFQ new library-renovation, RFQ for Architectural Design
Services_Library51894 Aug 23 update, Assessment of MJVSPL

Responsibilities upon Approval:
Library and City Administration will work with the Purchasing Department to adhere to the Procurement Schedule.

Proposed Procurement Schedule
September 8, 2021: Release Request for Qualifications (RFQ)
September 15, 2021: First Advertisement of RFQ
September 22, 2021: Second Advertisement of RFQ
September 23, 2021 at 10AM: Prequalification meeting via Zoom
October 1, 2021 at 10AM: Request for Information Due
October 12, 2021 at 10AM: Bids Due/Zoom Opening
October 19, 2021: City Commission Award

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

August 27, 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, Homer Rhodes, Albert Aldana, Andrew Munoz, Kayla Pena, Maricarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Request to authorize advertisement for Request for Qualifications for Architectural/Engineering Design for the expansion and remodeling of the Library

The City of Weslaco has a very engaged library community. Pre-pandemic the library was among the regional leaders in checkouts per capita, visits per capita, event attendance per capita, and many other basic success measures. That said, we have one of the oldest library facilities in the region. Built in 1986, the current facility is nearly 40 years old.

The current facility lacks the capacity to provide the modern comforts of a 21st century library. The building does not have an indoor restroom, lacks natural light, does not have sufficient space to serve families properly, among other issues. As the community begins to adjust to the pandemic and return to the library, we would like to begin the process of analyzing how to best provide a public library facility for a community that values library services.

Community survey has found that the overwhelming majority of citizens support either renovation or a new building. Also apparent are the community's desire to upgrade the space in the fashion outlined by the RFQ. For a more extensive analysis of the Library Facility, we invite information seekers to read the assessment provided by CTLS and added to this agenda item as an attachment.

The library strongly supports approval. 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



City of Weslaco

**REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL/ENGINEERING
DESIGN SERVICES FOR THE EXPANSION
AND REMODELING OF THE MAYOR JOE V.
SANCHEZ PUBLIC LIBRARY COMPLEX OF
WESLACO**

RFQ # 2020-21-35

**Pre-Bid Conference: September 23, 2021 - 10AM
CLOSING DATE: October 12, 2021
CLOSING TIME: 10AM**

Request for Qualifications for Architectural/Engineering Design Services for the Expansion
And Remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco
RFQ # 2020-21-35

Request for Qualifications

Qualified professional individuals/firms interested in responding to this Request for Qualifications (RFQ) should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the consultant.

**REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING DESIGN
SERVICES FOR THE EXPANSION AND REMODELING OF THE MAYOR JOE V. SANCHEZ
PUBLIC LIBRARY COMPLEX OF WESLACO**

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned to:

Mr. Homer Rhodes, Purchasing Agent
City of Weslaco – Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 447-2240
E-mail: hrrhodes@weslacotx.gov

Name of Firm: _____

Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

_____ YES, Our company does have an interest in responding.

_____ NO, Our company does not have an interest in responding.

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE:

Please take a moment to register your Company with the City of Weslaco, Texas.

**NOTICE TO RESPONDENTS
PLEASE RETURN THIS FORM UPON RECEIPT**

Request for Qualifications for Architectural/Engineering Design Services for the Expansion
And Remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco
RFQ # 2020-21-35

City of Weslaco Purchasing Office

INVITATION

*** B/P/Q (Bid/Proposal/Qualifications)**

Description	Number	Opening
Request for Qualifications for Architectural/Engineering Design for the Expansion and Remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco	RFQ 2020-21-35	10/12/2021 at 10:00 AM

Qualifications must be electronically submitted through the BIDNET link below before the deadline of October 12, 2021 at 10AM. Please register and follow appropriate instructions within the BIDNET website.

<https://www.bidnetdirect.com/texas/cityofweslaco>

Copies of the qualification(s) documents consisting of detailed specifications, general requirements or other information may be obtained through the Purchasing Department.

Potential respondents can view the RFQ at::

<https://www.bidnetdirect.com/texas/cityofweslaco>

Interested respondents are invited to attend the prequalification Zoom Meeting on the date specified below. Attendance is not mandatory.

Interested respondents are invited to attend the Bid/Proposal opening on the dates specified below. Presence is not mandatory.

Specifications may also be viewed and downloaded at: <http://www.weslacotx.gov/Bids.htm>

PRE- QUALIFICATION MEETING: Architectural / Engineering Design Services for the Expansion and Remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco / RFQ No.: 2020-21-35
Time: Sep 23, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87425523126?pwd=TUdiSkRGR0JZMDFhMVVTSWEvS1lrUT09>

Meeting ID: 874 2552 3126

Passcode: 252939

One tap mobile

+13462487799,,87425523126#,,,,*252939# US (Houston)

+12532158782,,87425523126#,,,,*252939# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Request for Qualifications for Architectural/Engineering Design Services for the Expansion
And Remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco
RFQ # 2020-21-35

877 853 5247 US Toll-free
888 788 0099 US Toll-free
833 548 0276 US Toll-free
833 548 0282 US Toll-free

Meeting ID: 874 2552 3126
Passcode: 252939

QUALIFICATION OPENING: Architectural / Engineering Design Services for the Expansion and
Remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco / RFQ No.: 2020-21-35
Time: Oct 12, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84230691023?pwd=QnVNNWFkYXlkelpMYWNKV084eWhlUT09>

Meeting ID: 842 3069 1023
Passcode: 112929

One tap mobile

+13462487799,,84230691023#,,,*,112929# US (Houston)
+16699006833,,84230691023#,,,*,112929# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
833 548 0282 US Toll-free
877 853 5247 US Toll-free
888 788 0099 US Toll-free
833 548 0276 US Toll-free

Meeting ID: 842 3069 1023
Passcode: 112929

Procurement Schedule

September 8, 2021: Release Request for Qualifications (RFQ)

September 15, 2021: First Advertisement of RFQ

September 22, 2021: Second Advertisement of RFQ

September 23, 2021 at 10AM: Prequalification meeting via Zoom

October 1, 2021 at 10AM: Request for Information Due

October 12, 2021 at 10AM: Bids Due/Zoom Opening

October 19, 2021: City Commission Award

Homer Rhodes, Purchasing Agent
Phone: (956) 447-2240
E-mail: hrhodes@weslacotx.gov

I. INTRODUCTION

The City of Weslaco ("City"), invites the submittal of Requests for Qualifications (RFQs) from design firms interested in providing professional architectural design services for the expansion and remodeling of the Mayor Joe V. Sanchez Public Library (MJVSPL) Complex. This includes the 12,500 sq. ft. main public library constructed in 1986, a 12,500 sq. ft. theater constructed in 1986, and a plaza located at 525 S. Kansas Ave. The utility of each structure should be evaluated for utilization within the new MJVSPL Complex. The project will also incorporate the demolition of the Porter Doss Building located at 515 S Kansas Ave. to accommodate an expansion of the library. This project will be funded with City of Weslaco Municipal Funds.

The MJVSPL is a customer centered public library. We have an engaged community whose library is among the most frequently trafficked in the region. Thus, the mission of a capitol project would be to design a facility that focuses on satisfying the needs and services our community values. Paramount among these are family and children's areas, facilities for programing, spaces for comfortable study and leisure enjoyment, social spaces, and outdoor utility. The community also values a rich collection, traditional library services, and robust internet connectivity. Overall, we hope to retain the classic outdoor esthetic of the building to mirror the neighborhood, while transforming the indoor facilities to provide the modern comforts and services of a 21st century library.

The City of Weslaco reserves the right and/or option to select one or more firms to perform the Scope of Work as defined within the RFQ. If selected, the City of Weslaco does not guarantee, promise, convey, imply, infer, suggest or agree a firm(s) will provide architectural/engineering design services for said facility. Furthermore, the City of Weslaco reserves the right and/or option to add, reduce and or/reject portions of the Scope of Work for any selected firm(s) at any point in time. Said rights and/or options shall continue through the procurement, design and construction phases of the project(s).

The Architectural team will provide all services necessary to assess and verify existing conditions; review and verify design standard requirements; MEP commissioning; organize weekly team meetings; provide specifications for furniture, fixtures and equipment (FF&E); signage; provide computer-aided design and drafting (CADD) documentation; prepare bidding documents; provide permitting services; estimate construction costs at each submission; assist with bidding and award activities; value engineering; arrange and conduct meetings; perform construction phase services, coordinate commissioning activities; and assist in the warranty review.

Initially the team will be coordinating closely with the City's Project Manager(s)/City Engineer to develop a program for the Project Implementation.

The following services will be required initially:

- A. **Assessment of Existing Conditions.** Initially, the selected firm will need to gather any existing records (e.g. environmental assessments) or documents (e.g. Record Drawings, site surveys, etc.) that indicate existing conditions. These documents will need to be verified by on-site inspection of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort. The selected firm will prepare an in-depth site access study.
- B. **Planning.** Phase I design services include Pre-design/ Programming (a needs assessment and additional surveys will need to be provided) services for the project. The Architect will be responsible for coordination with major stakeholders and Project Manager(s)/City Engineer for the “right sizing” of the structure. The selected firm will prepare an in-depth site access study.

If the City chooses to continue with this project, the following services will be required:

- A. **Design Services.** Includes Phase I and Phase II services. Phase I services include Schematic Design and Design Development. Phase II services involve the development of Contract Documents. Contract Documents shall be suitable for the solicitation of competitive construction bids. All permit and other discrepancies must be resolved and changes incorporated into the Contract Documents before approval can be given by the City for the 100% submittal, and subsequent initiation of the bidding process. Professional architectural and engineering services will include, but are not limited to, construction drawings using CADD; CSI-style specifications; Phasing coordination; commissioning procedures and documents; specifications for FF&E; and bidding phase assistance. Ongoing coordination with the City’s Project Manager(s)/City Engineer will be required.
- B. **Architectural Review.** Designs will require review by agencies other than the City of Weslaco, including but not limited to City Departments and local utility companies and/or organizations.
- C. **Construction Phase Services.** Construction administration plus ongoing coordination with the City’s Project Manager(s)/City Engineer; and post-construction services which covers items, such as commissioning and warranties, for a period following the completion of construction.

II. SCOPE OF WORK

The scope of work includes but is not limited to, expansion and remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco. The new facilities shall, at a minimum:

- Integrate functionally and architecturally with library requirements;
- Integrate the expansion to be compatible with the Spanish revival architectural style prominent in the downtown;
- Utilize existing infrastructure;
- Drive areas requiring sufficient egress/ingress, sufficient approach and departure angles and vehicle flow for disabled vehicles;
- Ensure secure access and control of building and employee parking;
- Sufficient offices and open office space layout to serve library functions;

The selected firm for this project is required to be familiar with and abide by all mandated Federal and State Library facility requirements. This project has an aggressive schedule. It is the intent that the selection committee will make a recommendation to the City Commission within four (4) weeks of the submittal date.

III. OBJECTIVE

The City of Weslaco, proposes to retain a highly qualified design firm to provide the services described herein. Firms with significant experience in the design and programming of Library buildings, phased construction, municipal projects, and feasibility studies will be given prime consideration for this project.

- The City of Weslaco will not be bound by any information conveyed verbally. The City will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ.
- Addenda will be provided to known RFQ holders registered with the City of Weslaco.
- No Addendum will be issued later than noon (local time) on Tuesday before the Submittal Date, except Addenda with minor clarifications, withdrawing RFQ, or postponing the Submittal Date.
- The City of Weslaco expressly reserves the right to accept or reject any all qualifications submitted.
- This request for Request for Qualifications does not commit the City of Weslaco to pay any costs incurred prior to execution of a contract. Issuance of this material in no way obligates the City of Weslaco to award a contract or to pay any costs incurred in the preparation of a response.
- The City of Weslaco specifically reserves the right to vary all provisions set forth at any time prior to execution of a contract where it deems it to be in the best interest of the City of Weslaco.

IV. QUALIFICATIONS

The selected firm must possess the ability, experience, and reputation for quality service necessary to produce high quality and functional projects. To insure the firms

are capable of providing an acceptable level of service to the City, the following minimum qualifications must be met:

- Firm must have extensive experience in dealings with municipal governments and the ability to direct, coordinate and prepare design sketches, working drawings and specifications for projects for the City of Weslaco.
- The selected firm(s) must have an architect/engineer licensed in the State of Texas
- The selected firm(s) must be capable of providing observation services during the construction process. Review of the Contractor's **Request for Payments**, shop drawings, product submittals and field questions or problems must be part of the required work.
- Firm must carry adequate professional liability insurance and the insurance must be maintained for the duration of the contract. A copy of the insurance must be provided to the City upon approval of the contract.

V. SELECTION PROCESS

The City is seeking a highly qualified firm, experienced in providing the professional programming, planning and design services outlined in the Scope of Work. The required qualifications may be demonstrated in the experience of Respondent's team members. A Selection Committee composed of representatives from the City of Weslaco will review the RFQs.

The City of Weslaco reserves the right and/or option to select one or more firms to perform the Scope of Work as defined within the RFQ. If selected, the City of Weslaco does not guarantee, promise, convey, imply, infer, suggest or agree a firm(s) will provide architectural/engineering design services for said facility. Furthermore, the City of Weslaco reserves the right and/or option to add, reduce and or/reject portions of the Scope of Work for any selected firm(s) at any point in time. Said rights and/or options shall continue through the procurement, design and construction phases of the project(s).

The Team, if applicable, will be selected in a two-step process:

- **Step 1** – The RFQ will be ranked based on the selection criteria and relative weights set out in Section VII.A. of this RFQ. Respondents can receive up to 100 points for the RFQs. The City reserves the right to exercise the option to select the top three ranking firms to give a presentation/ interview for final selection.

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- **Step 2** – The presentation/ interviews, if exercised by the City, will be ranked based on the selection criteria and relative weights set out in section VII.B. of this RFQ. Respondents can receive up to 100 points for the presentation/ interview.

The apparent successful Respondent will be Respondent that offers the best value to the City based on RFQ and the presentation/ interview scores, if applicable. The City will first attempt to negotiate a contract at a fair and reasonable price with the apparent successful Respondent. If a satisfactory contract cannot be negotiated, the City will formally end negotiations in writing and proceed to negotiate with the next Respondent in order of the combined RFQ and presentation/ interview scores, if applicable, until a contract is reached or negotiations with all ranked Respondents end.

Submission of a RFQ and/or subsequent presentation/ interview indicates Respondent's acceptance of the evaluation protocol and Respondent's recognition that some subjective judgment must be made by the City during the assigning of points.

VI. SUBMITTALS

Respondents must submit qualifications electronically through BIDNET link before deadline of October 12, 2021 at 10AM. Hard copies may be requested by the City of Weslaco.

BIDNET link: <https://www.bidnetdirect.com/texas/cityofweslaco>

Only timely received submittals meeting the requirements of this request for qualifications shall be considered. No submittal shall be considered or accepted which is submitted by a firm(s) that is in default under the terms of any existing agreement with the City of Weslaco, or which has failed to perform its obligations faithfully under any previous agreement with the City. An authorized representative of the firm shall sign submittals.

QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS

Questions regarding this project must be submitted in **writing** and directed to Homer Rhodes – Purchasing Agent, Email: hrrhodes@weslacotx.gov; or through BIDNET Q&A.

Amendments or revisions to this RFQ resulting from written questions emailed to Homer Rhodes or posted through BIDNET Q&A will be answered accordingly through Addendum via BIDNET. Respondents to this RFQ are responsible for obtaining all necessary information required for a compliant RFQ submission.

Interested firms are encouraged to review the project and make an on-site review of the different aspects involved in the project.

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Within thirty (30) days after the date of opening the responses, the City shall evaluate and rank each request of qualifications submitted in the criteria set forth in the request for qualifications.

Late submittals will not be reviewed for any reason. All submissions must be provided electronically through BIDNET before the deadline of October 12, 2021 at 10AM.
BIDNET link: <https://www.bidnetdirect.com/texas/cityofweslaco>

To enable the City to efficiently evaluate the RFQs, Respondents are urged to strictly follow the required format in preparing their RFQ. **Electronic submittals must be bookmarked to follow the required format.**

Each RFQ shall be organized in the following order:

A. Outside Cover and/or first page: Shall contain the name of the RFQ, the name of the Respondent, and the submittal date.

B. Table of Contents: The next page shall be a table of contents.

C. Divider 1 – Transmittal Letter

The first page following the divider shall be a one-page letter transmitting the RFQ to Homer Rhodes, Purchasing Agent, City of Weslaco. The transmittal letter shall say that the signer of the document is authorized by the Respondent to sign the document. The transmittal letter shall contain the names of the proposed Project Manager, and the proposed project team. At least one copy of the transmittal letter shall contain the original signature of a partner, principal or officer of Respondent.

D. Divider 2 – Team Organization

1. *List of Team Members:* On one page, list the Team member firms along with the primary responsibilities (e.g. Structural Engineer, MEP Engineer, etc.) they will have on the Team, the number of years they have been in business, and the number of employees on staff. Please indicate the lead firm.

2. *Organization Chart:* The next page shall be a simple organization chart of the Team, showing the reporting structure of the people proposed to do the work.

3. Resumes of the key members actively involved with (e.g. Project Manager, Team lead, etc.) each firm proposed in the team.

E. Divider 3 - Project Experience

In tabular format list the following:

Request for Qualifications for Architectural/Engineering Design Services for the Expansion
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1. *Project Listing* - List all projects in progress or completed within past five years meeting the following criteria:

- a. Library Buildings
- b. Estimated or actual construction cost greater than \$4 million.
- c. In progress or completed

2. Arrange the projects in descending order of contractual completion date from latest to earliest.

3. Provide the following information for each project, in the order listed:

- a. Project Name and location
- b. Owner Name; Contact Person; Telephone; E-mail
- c. Note delivery method for each project, i.e. CMAR, Design Build, Lump Sum.
- d. Scope Summary (Include major similarities that would specifically qualify your company for Project)
- e. Actual or Estimated Construction Cost
- f. Percent complete or date completed
- g. Contractual completion dates (NTP thru bid)

4. *Project Brief* - The Respondent shall select three projects to highlight, as best representing the firm's project experience, and provide a briefing sheet for each. Each briefing sheet shall be one-page and should contain information, which shows the capability of the firm to provide the range of services that are required by this project. The work described must have been performed within the past five years. At least one of the projects shall be for \$4 million, or more, in construction cost and for a governmental entity. Minimally, each brief shall contain:

- a. Project Name and location
- b. Year project completed or percent complete and brief explanation regarding steps Respondent took to maintain project schedule
- c. Scope Summary including a description of services provided (Include major similarities that would specifically qualify your company for this Project)
- d. Name of Client and/or Owner/Operator and current telephone number and email address
- e. Key staff involved, who are also proposed for this Project
- f. Actual or Estimated Construction Cost and brief explanation regarding steps Respondent took to adhere to Owner's budget.
- g. Give examples where your company overcame extreme adversity, specifically with reference to demanding cost controls, schedule creep,

high turnover in personnel, and the efforts your company made to overcome those problems.

- h. Give examples where your company had a phased construction or expansion project in which the client needed to maintain some business continuity during construction.

Graphic Information: Photographs or other graphical information used to illustrate these projects may also be incorporated into the one-page brief sheet itself.

F. Divider 4 - Narrative

1. *Narrative*: The Respondent shall provide no more than three pages of narrative that describes:

- Characteristics of your company that most set it apart from others.
- Team's working relationship
- Respondent's systems and processes for insuring quality and timely performance on projects.
- Respondent's track record of meeting deadlines and working within a budget.
- Cost estimating approach
- Approach to Value Engineering
- Respondent's understanding of the City's needs and approach to this project (budget versus architectural program)
- Identify aspects or elements of this Project that may pose unusual challenges. Discuss how you will address such challenges.
- Has your company ever been terminated from a project with or without cause? If so, provide details and owner contact's name, telephone number, and e-mail address.
- **LITIGATION SUMMARY**: A litigation summary that briefly describes any claims or lawsuits that have been filed against the firm that relate to the performance of professional services must be submitted. Identify the claim or suit by adverse party, case number, jurisdiction where filed and current status. **If no summary is given or if a general statement is given which also refers the City to inquire with a firm's counsel, the RFQ may be considered NON-RESPONSIVE and eliminated from consideration.** This statement may be submitted as a separate document in a sealed envelope, but must be provided at the same time that the RFQ is submitted.

G. Divider 5 - Quality of Service

Testimonials: Respondents may include no more than four one-page letters from clients that they have worked with on previous projects. Letters should comment on budget and/or scheduling experiences and qualitative matters related to

services received from the Respondent. Letters shall also include contact name and telephone number.

H. Divider 6 – Exhibits

1. Affidavit of Ownership or Control

VII. SELECTION CRITERIA

A. Request for Qualifications 100 Points

The RFQs will be ranked base on the selection criteria and weights set out below:

- a. Experience in similar or relevant projects by individuals who would be assigned to this project (**maximum 20 points**).
- b. A suitably sized staff to meet the peak phases of work (**maximum 5 points**).
- c. Project experience by firms and individuals with governmental entities (**maximum 15 points**).
- d. Experience by firms and individuals with Library design and construction (**maximum 20 points**).
- e. Demonstrable systems and processes in-house for insuring quality and timely performance on projects (**maximum 5 points**).
- f. Familiarity with current MEP certification processes (**maximum 5 points**).
- g. Understanding of City's needs and appropriateness of Team's approach to this project (**maximum 10 points**).
- h. Track record of meeting deadlines and working within a budget, (**maximum 10 points**).
- i. Applicability and quality of references (**maximum 10 points**).

B. Presentation/ Interview 100 Points

Should the City elect to conduct interviews, the top three Respondents will be short-listed to make a presentation/interview and answer questions from a panel of City of Weslaco representatives. The presentations will be ranked based on the selection criteria and relative weights set out below.

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The Respondents will be given a maximum of 20 minutes to make a presentation. A maximum of 5 minutes of the presentation should include an introduction of the team and information about the firm and a maximum of 15 minutes should address the challenges of the project, approach to design, and method of estimating construction costs. Upon the conclusion of the presentation/interview the Respondents will have a maximum of 20 minutes to respond to questions asked by the Selection Committee.

- a. Demonstrate Team's competence, qualifications, and ability (**maximum of 20 points**).
- b. Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (**maximum of 20 points**).
- c. Appropriateness of answers given during the Question and Answer portion of the interview (**maximum 30 points**).
- d. Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (**maximum 15 points**).
- e. Demonstrate Quality Assurance/ Quality Control methodology (**maximum 15 points**).

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.

C. INTERVIEWS – After the screening of RFQs, Respondents may be notified, in writing, of their status in the selection process. If interviews are needed, short-listed Respondents may be given additional information for interviews. These interviews will relate less to the past experience and qualifications already detailed in the submittal than to identification of the Respondent's project approach and to an appraisal of the people who would be directly involved in the project.

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D. INQUIRIES – Once the project is advertised, there shall be no contact with any city official or city employee unless using the formal process through the Purchasing Department. Failure to comply, will result in the firm being disqualified for process.

Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all firms on record, of having received an RFQ. Any inquiries relating to this RFQ must be submitted in writing and received no later than **October 1, 2021 at 10AM.**

E. COST OF RFQS – The City will not be responsible for costs incurred by anyone in the submittal of qualifications or for any costs incurred prior to the execution of a formal contract.

F. CONTRACT NEGOTIATIONS – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of work, fees, insurance coverage's, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project the City may make the inclusion of a "key person's clause" a part of the contract negotiations.

G. CONFIDENTIAL INFORMATION – All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their RFQs are subject to the provisions of the Texas Public Information Act and may be made public. CONFIDENTIAL or SENSITIVE information should not be included in the RFQ.

H. CITY POLICIES & ORDINANCES – Respondents should be aware of and therefore, familiar with all pertinent City of Weslaco Ordinances and policies which will relate to contracting with the City. More detailed guidance is available on City's website:
https://www.municode.com/library/tx/weslaco/codes/code_of_ordinances

I. The City of Weslaco reserves the right to (1) evaluate the qualifications submitted; (2) waive any irregularities therein; (3) select Respondents for the submittal of more detailed information; (4) accept any submittal or portion of a submittal; and/or (5) reject any or all Respondents submitting qualifications, should it be deemed in the City's best interest.

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BID REJECTION OR PARTIAL ACCEPTANCE – THE CITY OF WESLACO reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services thereto are included in the RFQ.

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The City of Weslaco reserves the right to reject any and all RFQ's.

**CITY OF WESLACO
DISCLOSURE OF INTERESTS**

City of Weslaco, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See next page for definitions.

Date: _____

**FIRM
NAME:** _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the name(s) of each "employee(s)" of the City of Weslaco having an "ownership interest constituting of 0% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Weslaco having an "ownership interest" constituting 0% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

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3. State the names of each “board member” of the City of Weslaco having an “ownership interest” constituting 0% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Board, Commission or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Weslaco, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____
(Type or Print)

DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Weslaco, Texas.

b. **“Employee.”** Any person employed by the City of Weslaco, Texas either on a full or part-time basis, but not as an independent contractor.

c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.

d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Weslaco, Texas.

e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

PLEASE FILL IN INFORMATION NEEDED AND SUBMIT TO:

THE CITY OF WESLACO
PURCHASING DEPARTMENT
255 S. KANSAS AVENUE
WESLACO, TEXAS 78596

**VENDOR ACKNOWLEDGMENT FORMS
CITY OF WESLACO
NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all specifications, conditions, and instructions as outlined by *CITY OF WESLACO*. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF WESLACO for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this RFQ, certifies and represents to the CITY OF WESLACO that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this RFQ; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF WESLACO concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this RFQ; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF WESLACO in return for the person having exercised the person's official discretion, power or duty with respect to this RFQ; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF WESLACO in connection with information regarding this RFQ, the submission of this RFQ, the award of this RFQ or the performance, delivery or sale pursuant to this RFQ.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form must be filled in and submitted with RFQ package

CERTIFICATION FORM

DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this day _____ of , 2021.

Notary Public _____

My Appointment Expires _____

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Qualifications has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

Disclosures and Requirements for City Vendors/Contractors

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Qualifications has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the RFQ document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract; any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

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AUTHORIZED CONTACT FORM:

This RFQ has been issued by City of Weslaco Purchasing Office. The Purchasing Office shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to the City of Weslaco's Purchasing Agent. The Purchasing Agent facilitating this RFQ is identified on page 2, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other City representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing Agent.

Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing Office of the vendor's bid/response.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

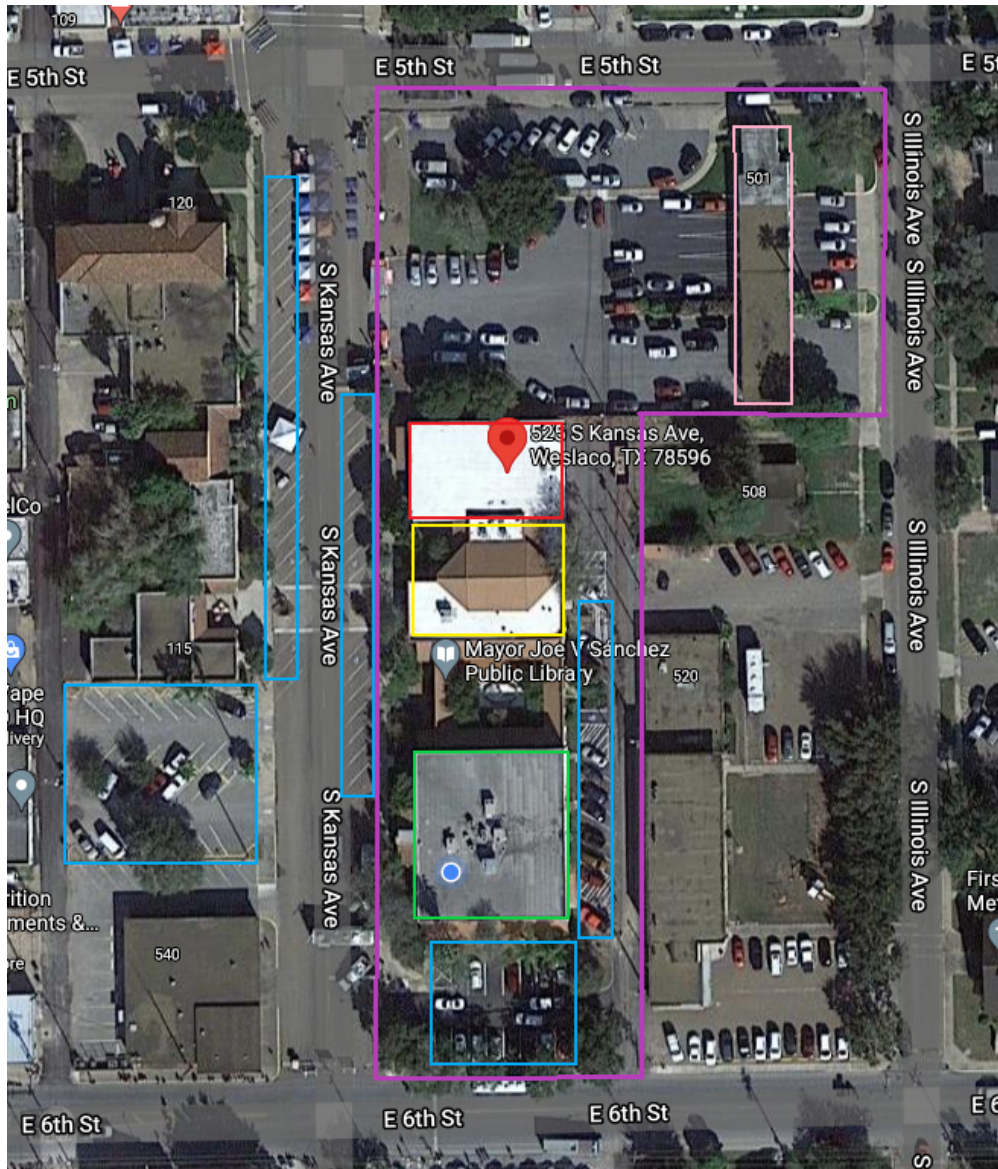
State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public _____

My Appointment Expires: _____

PROJECT LOCATION



Purple – City owned property

Green – Main library building

Yellow – Theatre and meeting room

Red – Cataloging offices and teen
space (possible demolition)

Pink – Old motor bank (possible
demolition)

Blue – Current parking areas



CTLS, Inc. - 5806 Mesa Dr. Suite 375, Austin, TX 78731

Initial Assessment of the Mayor Joe V. Sanchez Public Library - Conducted by Eric P. Lashley, Executive Director - CTLS, Inc.

I visited the Mayor Joe V. Sanchez Public Library in Weslaco, TX on Thursday, August 19 and Friday, August 20, 2021. I was able to interview the following staff members: Arnoldo Becho Jr., Martin Mata, MariCarmen Garcia, Kayla Pena, Patti Avila, Raquel Echeveria, and Avanly Gonzalez. I also spoke with Mike Perez - City Manager, Mike Perez, Omar Rodriguez - Director of Parks and Recreation, and Sheila Shidler- Executive Director of the Weslaco Museum.

Below are my notes from a checklist I had developed. My checklist begins with the exterior of the building. I will complete a more formal report in the future and will include photos of most of the areas mentioned.

Building construction date: 1986

Exterior Architecture Style: The style is compatible with the downtown area. There are wonderful examples of Spanish revival and Spanish mission style architecture in the surrounding buildings. The former City Hall is a beautiful building which the city uses in their logo. It is the desire of the City to maintain the Spanish architectural influences in any new construction. The font used for the name of the building is unique but has not been adopted in other marketing materials used by the library. The entrance to the building is somewhat hidden.

Landscaping: Nice trees. Plantings in the plaza area are very nice.

Clean or trash?: For the most part, the landscaping was clean. There was some trash in the grass, but overall, the landscaping appeared to be in good shape.

Parking lot: The parking lot is a good distance from the front door. There is on street parking, but there is limited parking for patrons with mobility issues.

Was the library easy to find?: Yes, the library was easy to find, but the entrance is somewhat hidden.

First impressions of the exterior: The building is attractive but has few windows. The plaza is very nice, but I feel it could use some fans. The temperature was near 100 degrees the days I visited and although the roof provides shade in the seating areas, I feel fans would be appreciated. I felt the location of the Coke vending machine was a bit out of place.

Recommendation: add exterior fans

Exterior bookdrop: There was an exterior bookdrop next to the parking lot.

Recommendation: add drive-up bookdrop off the alley, so that patrons can drop books and other materials directly into the building.

Bike racks: Yes, there were adequate bike racks. However, there was a bike rack near the bookdrop that seems to be out of place.

Sculptures: None. The only sculptural element was the fountain in the plaza and an old fountain (out of order) on the theater building. **Recommendation: add exterior sculptures.**

Pedestrian friendly?: Yes, the library complex is in an excellent location. Kansas Avenue is not a high traffic/high speed street.

Shade: Yes, the plaza provides adequate shade. The benches and exterior tables were in good condition.

Trash cans: I noticed the recycling bins and trash cans as I walked into the vestibule. Not a good first impression upon entering the library. There seemed to be adequate trash cans within the library. **Recommendation: move the recycling bins out of the vestibule and create a cleaner entrance into the library.**

Outdoor seating: As mentioned, there was adequate seating in the plaza.

Outdoor signage: The name of the building is prominently displayed. Other signage is inconsistent in font styles, and some need replacement.

Signage for parking lot: Not all that clear, but it was not hard to find the parking lot. It is quite a distance from the front door.

Signage on front doors: hours of operation?: Yes, the hours of operation were clearly marked on the front door. There was also a calendar of events posted in the vestibule and in the plaza.

Lobby: To the right of the security gates, there was a strange collection of materials. To the right there is the book on CD collection. After passing through the security gates, the circulation desk is easily accessible. Directly to the left of the security gates stands a podium and a display table. Both seem to be out of place. I assume there was a gap in the security gates and these objects were placed to keep patrons from going around the gates.

First impressions of the interior: It was a very sunny day, but as soon as I walked into the library the lighting was very dark. There is inconsistent lighting throughout the building. There is little natural light. Many of the windows are heavily tinted. There are both fluorescent lights and yellow bulbs that provide inadequate lighting for the patrons. Additional lighting was added to the tops of some shelving units to help elevate the lack of light. There are exterior lamps at the public computer space that provide inadequate lighting. The ceilings are very low in the computer area and children's space. I did appreciate the charging station and ceiling fans. **Recommendations: have consistent LED bulbs that produce white light and higher ceilings in the new building.**

How does the library smell?: In certain locations within the building there was a slight moldy smell. I noticed in the boardroom and reference desk areas that the library had installed air fresheners. I assume the air fresheners are to cover the smell of mold. **Recommendation: the HVAC system should be upgraded to better control the humidity in the building.**

Is the library welcoming? Fun? Serious?: The staff that I met were very friendly and helpful. The building did not fit the personality of the staff. The staff I met were passionate about the service they provide to the public. I could tell the staff were trying to maximize the use of the current building. In the end, the staff were placing band-aid after band-aid on a dated building. The current library is a 1986 building that does not fit the needs of a 21st century library. The building is not exciting or fun. The design is completely outdated. **Recommendation: Create a modern library that reflects the personality of the staff and creates a fun and dynamic 21st century building that moves away from a book centric model to a space for the community to gather.**

Interior signage: Mixture of permanent signage and paper signage. It was very difficult to figure out the layout of the various collections. The graphic novels are in two different buildings. There is no directory or map of the library for visitors. It was difficult to ascertain the location of the public restrooms. When I found restrooms, they were marked as staff only. I had to ask a staff member for the location of the restrooms and were told they were in the plaza. There was an old sign in disrepair in the plaza directing me to the restrooms.

Display cases: There were several display cases located on the first floor. As mentioned, a display table was used as a barrier next to the security gates.

Information kiosks: There were several information bulletin boards and calendars of events posted throughout the complex.

Information Digital Displays: There was a digital flat screen display located behind the circulation desk. **Recommendation: Have several digital displays throughout the building. Create a digital wall in the new facility.**

Interior Bookdrop: Yes, located centrally in the circulation desk.

Restrooms - cleanliness: As mentioned, I had a difficult time locating the restrooms. The restrooms were inadequate for a 21st century library. I have visited hundreds of libraries in my career, and I have never seen public restrooms located outside the main library. The staff restrooms were also inadequate. I was surprised to see carpeting on the walls within the restrooms. The men's restroom did not have a changing station. There was not a family or gender-neutral restroom. **Recommendations: There should be multiple public restrooms located on every floor and a family/gender neutral restroom located in a new children's library. The restroom in the children's restroom should have low toilets and sinks designed for children. Staff restrooms should only be in a staff area behind closed doors. I would recommend adding showers to the staff restrooms for staff who may wish to bike to work or exercise during their lunch hours.**

Circulation Desk: The circulation staff seemed helpful. The staff could see patrons approaching. **Recommendations: The circulation manager's desk is in the circulation desk work area. The future design should allow this manager privacy, but perhaps a one-way window to observe when they are needed at the circulation desk, but not visible to the patrons.**

Reference Desk: The glass installed due to COVID 19 made it difficult to communicate with the reference staff. The staff were very nice and helpful. I did notice an interaction I would like to bring up in terms of customer service. I observed an incident in which a woman was confused as to where she was supposed to pick up her Interlibrary Loan (ILL) book. When I discussed the incident with the staff, it seems the reference staff handles the requests for ILL and also handles the circulation. I think it is very common for the reference staff to handle requests for ILL, but it is uncommon for patrons to pick up materials at the reference desk. **Recommendation: Have all transactions/checking out of materials handled at the circulation desk. The current system is confusing to patrons.**

ADA Compliance: There were only a few times in which there seemed to be an issue with ADA accessibility.

Children's Room: There is a children's space, but there is not a separate children's room. The room is next to the public computers and the space is inadequate for programming.

Every staff member I spoke with felt the children's room should be the major focus of any new facility. The Family Place materials were not present in the children's room.

Recommendation: Make the children's space the priority for the new library. Create a separate children's room in the new library that provides space for the Family Place materials, an arts and craft area, a ceiling mounted projector and screen for movies, and other fun tactile activities.

Noise levels: The days I visited, the library was very quiet. After speaking with the staff, it seems the library has not fully recovered to its pre-pandemic levels of use. Unfortunately, this is common. However, after speaking to the staff, I got the sense that the staff wanted the library to be a noisy (within reason) library with lots of activities for the community. The desire was to turn the library into a community gathering space.

Cafe or food: I was surprised to see the beginnings of a cafe. I was told the cafe was a joint venture with the school district. However, COVID put a stop to the cafe. **Recommendation:** I have experience managing a library with a successful cafe. The City should keep in mind that most new restaurant ventures fail. I would recommend the City lease space to a private vendor and the space should be designed with the overall theme of the new building and not an afterthought.

Teen Area: None. However, there was space in the Porter Doss building which was used for teen programming after school. However, even though the Porter Doss building provides a large space for programming, there was nothing specific that reflected that it was a designated teen space. **Recommendation:** I would make a Teen Space a priority in the new library. If a cafe space is included, the Teen space should be near the cafe. The space should include video games, computers, furniture which can be rearranged, and a space to create art.

Another feature I would recommend in a new facility is a recording studio for video and audio which can be utilized by the employees and the public. Virtual programming will continue after the pandemic. A studio for the public would be a great addition to a new facility.

Public Access Computers: I was very impressed with the number of public computers. They were in multiple areas within the library. However, I think the library could reduce the number in the future and dedicate more room for other amenities such as study rooms, conference rooms, meeting rooms, and other community gathering spaces.

Recommendation: reduce the number of public computers and have public computers in a few locations: a location for adults, a few computers in a new children's room, and a few in a new Teen area.

Self-check computers: None. Recommendation: More than 50% of your circulation should be done through self-check in the new facility. Self-check systems save staff time and resources. Staff should be utilized to provide in-depth service to patrons. Many patrons will prefer to check out their own materials.

Staff Offices: The offices I saw were adequate.

Staff work areas: Inadequate. There was no centralized staff work area. There were multiple offices. Due to fire codes, there were walls that did not extend to the ceiling. Staff offices were split between floors. Cataloging was taking place in the Porter Doss building.

Recommendations: Create a centralized staff work area completely separate from the public areas. Staff should have individual cubicles to work and store personal items. A staff conference room for staff meetings should also be included in the staff space along with staff restrooms. I would limit the number of offices with walls. Walls limit future flexibility but a large open space allows for growth and flexibility.

Conference rooms: There was only one conference room (the boardroom). This was available to the public with approval from a supervisor. Recommendations: Provide additional conference rooms for the public in a future facility.

Study rooms: There were only two study rooms. Recommendation: Add as many study rooms as possible to seat four individuals each equipped with a white board and a flatscreen monitor.

Meeting rooms: There was only one meeting room. The meeting room was in the theater building. Recommendation: Add meeting rooms to the main library area.

Staff Breakroom: Sparse and inadequate. There was little space for the staff to take a break, each lunch, and talk with their fellow co-workers. Recommendation: Have an adequately sized breakroom that can accommodate the needs of the staff. Additional space may be needed for an additional refrigerator and ice machine to assist with large children's programs. The breakroom should be located within the new staff work area. A small separate room may be needed as a meditation room or room for mothers who may need privacy to pump breast milk.

Storage closets: Limited. It seemed the staff were using the theater for many of their storage needs. Recommendations: Add as much storage as possible near the activity. Children's items should be stored in the children's room.

Janitor's Closet: Located in the plaza next to the restrooms. Recommendations: I would place the janitor's closet in a future staff work area. I would include a small janitor's closet on the second floor. All functions should be centralized in the main library space.

History Room: None. I would not recommend a history room.

Lighting: As previously mentioned, the lighting is inadequate.

Furnishings: There is a mixture of furnishings. Some are very dated. **Recommendation: Order all new furnishings. Reduce the number of large tables and study cubicles and allow for patrons to arrange the furniture themselves to create their own spaces. Allow food and drink. Have booth seating in the Teen space and cafe area. Create countertop seating for laptop users.**

Ceiling Height: Very low. The ceiling height in the public computer area on the first floor, children's area, and second floor reference area are too low. The ceiling height will be one of the biggest challenges if the City decides to remodel the current building.

Roof leaks?: Yes, you can tell there have been roof leaks in the past.

Graphic Novels: The graphic novels are in two places. This demonstrates the difficulty of having the library divided into 3 different buildings.

Windows/natural light: Very little natural light. First floor windows are tinted. No windows on the second floor. **Recommendation: Have as much natural light as possible in the new facility.**

Wi-Fi: Very strong. No problem logging onto the internet.

Artwork: Very inconsistent. The art was clearly donated. **Recommendation: Create a new art policy for the new library. Weslaco has several wonderful murals within the downtown area. I would encourage the new space to incorporate murals in many parts of the library.**

Lockers: There were lockers for the staff, but none for the public.

Meeting room: There was only one meeting room located in the theater building. The meeting room accommodates 88. The meeting room was very humid and had the smell of mold. The projector and screen were inadequate for the size of the room.

Theater: I was pleasantly surprised by the condition of the theater. It seats 170 and the lighting, projector, and screen were high quality. Again, I was surprised people had to exit the theater to use the restrooms. It is a great asset for the library, but not being physically within the library makes the use of the facility problematic.

Audiovisual equipment: Inadequate, except for the AV in the theater.

Shelving: There was standard steel shelving, wooden shelving, and spinner racks.

Recommendations: I would recommend lower shelving in the new children's area. I would add casters to the children's shelving to allow staff to move the shelving for large children's programs. After the program is completed, staff can move the shelving back into place. Casters may also be employed in the Teen Space and other areas which may be used for multiple purposes.

End Panels: Some of the end panels were used for displays. The panels are most likely from 1986. Recommendation: The steel shelving is adequate, but I would recommend updating the end panels.

Used Bookstore: There was a used bookstore on the second floor next to the Reference Desk. Recommendation: In a future facility, have a more prominent and more attractive space for the used books. Have a future Friends organization manage the used bookstore.

Collection: age, condition, are the shelves crowded? The collection is dated and many of the shelves are completely full. Recommendation: Weed the collection heavily before the need to move into a new facility. The current library has more space dedicated to books than necessary. The space should be converted to gathering spaces. Therefore, I would recommend a massive weeding project. I don't think weeding will have a negative impact on circulation statistics.

Reference Collection: The reference collection is too large. The collection of National Geographics should be weeded. I would predict 99% of all reference questions are answered via Google. I would imagine there are reference books your current staff have never used. Recommendation: I would weed the reference collection to only a handful of ready reference materials. The only physical items to keep may be local history or Texanna. Anything reference books that can be easily accessed by the internet should be weeded.

Maker Space: There was a 3-D printer. There was not a perceived high demand for a Maker Space. There was a desire for a creator space such as a recording studio.

Initial Thoughts:

The Mayor Joe V. Sanchez Public Library in Weslaco consists of three separate buildings: the main library, the theater, and the Porter Doss building. There is land available on the north side of the complex. It will be difficult to tie all three buildings together. The main library was constructed in 1986 and was designed before the internet or other modern building materials. The building has served the residents of Weslaco well for over 35 years, but the building is severely limited in providing 21st century services.

My initial thoughts are to demolish the Porter Doss building and build a new facility on the northern part of the property that would connect with the theater. I would leave the plaza as it is and repurpose the current facility as either City office space or lease the space for commercial use. The building could be remodeled for office use, but with the low ceilings, it will be difficult to remodel to an efficient and modern library.

I would recommend the staff look at this document and see if they agree with my assessment. If there are areas of agreement, the staff should use this as a starting place for a new strategic plan. For example, if it is agreed that a new children's area is the top priority in the new building, then this should be in the strategic plan. Once there is agreement on the rankings of needs, an architect can begin to start developing square footage models for each program area.

Opportunities:

The Mayor Joe V. Sanchez library is too large not to have an active Friends group. Building a new library is a great opportunity to build community support that will last longer than the construction of a new building. Since the City is a major landowner in the downtown in which the library is located, the library project may be tied into other city departmental projects. After talking with Omar Rodriguez, Director of the Parks and Recreation Department, there may be an opportunity to develop a downtown park in conjunction with the library project. Having street festivals next to the library on Kansas Avenue may be appealing. Developing outdoor space for children is also another opportunity the City should consider.

Concerns:

Because the library does not have an active Friends group it may be difficult to get the community's support for this project. The budget is going to be tight. I hope the project will continue to move forward even after the retirement of City Manager, Mike Perez.



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4608	
From:			
Subject: Discussion and consideration to approve a Memorandum of Agreement to Reimbursement Customs and Border Protection for costs related to providing information technology (IT) equipment and services for the Weslaco Mid Valley Airport in an amount not to exceed \$70,770.00 with annual reoccurring costs of \$14,763.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: As part of our agreement with Customs and Border Protection as a Landing Rights Airport, the city shall reimburse all technology related expenses since all technology related components are proprietary. The current request is to upgrade the existing technological infrastructure at the Airport. The last update/upgrade was in 2011. The technology infrastructure main purpose is process passports and aircraft. This request is an unbudgeted item and will require a budget amendment.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CBP Form 5106 (06-2017), CSO WSL008A, RMOA Weslaco airport			
Responsibilities upon Approval:			

Execute the MOA and return to CBP.



DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0064
EXPIRATION DATE 05-31-2016



CREATE/UPDATE IMPORTER IDENTITY FORM

19 CFR 24.5

As the importer, consignee, or other party listed in block 1, you are responsible for the validity of the information provided in this document. Any Customs Broker or third party who is submitting the information on your behalf is only obligated to convey this information to Customs and Border Protection (CBP).

TYPE OF ACTION (Mark all applicable): ☐ Notification of identification number ☐ Change of name* ☐ Change of address*			
1. NAME AND IDENTIFICATION NUMBER			
1A. Importer/Business/Private Party Name:		1B. Internal Revenue Service (IRS) number/Social Security Number (SSN):	
1C. ☐ DIV ☐ AKA ☐ DBA		1D. DIV/AKA/DBA Name:	
1E. ☐ I wish to be assigned a CBP Number. Check here if requesting a CBP-assigned number and indicate reason(s). Check all reasons that apply. ☐ I have a SSN, but wish to use a CBP-Assigned Number on all my entry documents ☐ I have no Social Security Number ☐ I have no IRS Number ☐ I have not applied for an IRS number or SSN ☐ I am not a U.S. Resident			
1F. CBP-Assigned Number:			
1G. Type of Company: ☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship ☐ Individual ☐ U.S. Government ☐ State/Local Government ☐ Foreign Government			
1H. If you are an importer, how many entries do you plan on filing in a year? Please select from the following: ☐ 1-5 per year ☐ 5-25 per year ☐ 25 or more per year ☐ infrequent personal shipments, or ☐ I do not intend to import.			
1I. How will the identification number be utilized? Please select all options that will apply: ☐ Importer of Record ☐ Consignee/Ultimate Consignee ☐ Drawback Claimant ☐ Refunds/Bills, or ☐ Other _____			
1J. Program Code 1:	1K. Program Code 2:	1L. Program Code 3:	1M. Program Code 4:
2. ADDRESS INFORMATION			
2A. MAILING ADDRESS			
Street Address 1:		City:	State/Province:
Street Address 2:		Zip Code:	Country ISO Code:
Is the address in 2A, a ☐ Residence ☐ Corporate Office ☐ Warehouse ☐ Retail Location ☐ Office Building ☐ Business Service Center ☐ Post Office Box or ☐ Other - Explain: _____			
2B. PHYSICAL LOCATION ADDRESS			
Street Address 1:		City:	State/Province:
Street Address 2:		Zip Code:	Country ISO Code:
Is the address in 2B, a ☐ Residence ☐ Corporate Office ☐ Warehouse ☐ Retail Location ☐ Office Building or ☐ Other - Explain: _____			
2C. Phone number:		Extension:	2D. Fax number:
2E. Email address:		2F. Website:	
3. COMPANY INFORMATION			
3A. Provide a brief business description: _____			
3B. Provide the 6-digit North American Industry Classification System (NAICS) code for this business: _____			
3C. Provide the D-U-N-S Number for the Importer: _____			
3D. If you are also a broker/self-filer, supply the filer code that will be used when conducting business with CBP: _____			

3E. Year established: _____			
3F. List the names and Internal Revenue Service (IRS) employer identification, Social Security or CBP-assigned numbers for current or previous related business entities.			
Related Business	Name of Business Entities	IRS/SSN/CBP Assigned Number	
☐ Current ☐ Previous			
☐ Current ☐ Previous			
☐ Current ☐ Previous			
3G. Primary Banking Institution: _____ (Name) _____ (Bank Routing Number) (City) (State) (Country ISO Code)			
3H. Certificate or Articles of Incorporation - (Locator I.D.) _____			
3I. Certificate or Articles of Incorporation – (Reference Number) _____			
3J. Business Structure/Beneficial Owner/Company Officers - The officers listed in this section must have importing and financial business knowledge of the company listed in section 1 of this form and must have legal authority to make decisions on behalf of the company listed in section 1. Elements designated below with an asterisk are optional data fields.			
Company Position Title:		Name (First, Middle, Last):	
Direct Phone Number:		Extension:	Direct Email:
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			
Company Position Title:		Name (First, Middle, Last):	
Direct Phone Number:		Extension:	Direct Email:
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			
Company Position Title:		Name (First, Middle, Last):	
Direct Phone Number:		Extension:	Direct Email:
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			
Company Position Title:		Name (First, Middle, Last):	
Direct Phone Number:		Extension:	Direct Email:
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			
4. CERTIFICATION			
By my signature below, I certify that, to the best of my knowledge and belief, all of the information included in this document is true, correct, and provided in good faith. I understand that if I make an intentional false statement, or commit deception or fraud in this 5106 document, I may be fined or imprisoned (18 U.S.C. § 1001).			
Printed or Typed Full Name and Title:			Signature:
Telephone Number:	Date:	Broker Name:	Telephone Number:

PAPERWORK REDUCTION ACT STATEMENT: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0064. The estimated average time to complete this application is 45 minutes. The obligation to respond is required to obtain a benefit. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of International Trade, Regulations and Rulings, 90 K Street NE, Washington DC 20229-1177.

PRIVACY ACT STATEMENT: Pursuant to the requirements of Public Law 93-579 (Privacy Act of 1974), notice is hereby given that: 19 CFR 24.5 authorizes the disclosure of Social Security numbers (SSN) on the CBP Form 5106, and implements CBP's authority to collect the taxpayer identification number and SSN as provided for in 31 U.S.C. 7701; the principal purpose for disclosure of the Social Security number is to identify the individuals conducting business with CBP to assist in regulatory compliance and investigations, and administrative or judicial proceedings; the information collected may be provided to those officers and employees of CBP and any constituent unit of the Department of Homeland Security who have a need to know the information in the performance of their duties; also, the records may be referred to any federal, state, local tribal, territorial, or foreign agency for whom CBP determines may assist in the enforcement of criminal or civil laws, or assist in intelligence or counter-intelligence, or breach notification, or for the compilation of foreign trade statistics and for verifying the existence of the importer and any linkages or affiliations between importers (19 U.S.C. 4320) pursuant to the requirements of Public Law 114-125 (Trade Facilitation and Trade Enforcement Act of 2015); and failure to provide the required information will result in the denial of an importer of record number, the requirement to use a separate party for transactions, and may impact or delay the importation of shipments in international trade.

TYPE OF ACTION (CBP Form 5106 QR Code can be scanned to link this form to your smartphone or mobile operating device.)

Notification of Identification Number - Check this box if this is your first request for services with CBP, or if your current Importer Number is inactive and you wish to activate this number.

Change Name - Check this box if the Importer Number is on file but there is a change in the name.

Change of Address - Check this box if the Importer Number is on file but there is a change in the address.

BLOCK 1 - NAME AND IDENTIFICATION NUMBER

1A - Importer/Business/Private Name - Please indicate the name of the company or individual who will be importing or seeking service or payment. If you are submitting this document as a consignee to the import transaction, sections 1 and 2 must be filled out completely.

1B - IRS/SSN - Complete this block if you are assigned an Internal Revenue Service (IRS) employer identification number or Social Security Number (SSN). If neither an IRS employer identification number nor a Social Security Number (SSN) has been assigned, the word "NONE" shall be written in 1B. The SSN should belong to the principal or owner of the company.

1C - DIV/AKA/DBA - Complete this block if an importer is a division of another company (DIV), is also known under another name (AKA), or conducts business under another name (DBA).

1D - Complete this block only if Block 1C is used.

1E - Request CBP-Assigned Number - Complete this block if you have neither an IRS employer identification number nor a SSN and you require a CBP-assigned number, or, you choose to use a CBP-assigned number in lieu of your SSN. If you have an IRS employer identification number at the time you submit this form that number will automatically become your importer identification number and **no** CBP-assigned number will be issued. PLEASE NOTE: A CBP-assigned number is for CBP use **only** and does not replace listing a SSN or IRS employer identification number on this form. If you have elected to request a CBP Assigned Number in lieu of your SSN, you must provide your SSN in section 3J of this form. In general, a CBP- assigned number will be issued to foreign businesses or individuals, provided no IRS employer identification number or SSN exists for the requester. A requester can choose to keep using the CBP-assigned number even if the individual subsequently acquires a SSN. If block 1E is completed, CBP will issue an assigned number and inform the requester. This identification number will be used for all future CBP transactions when an identification number is required. If an IRS employer identification number, a Social Security Number, or both, are obtained after an identification number has been assigned by CBP, a new CBP Form 5106 form shall not be filed unless requested by CBP.

1F - CBP-Assigned Number - Complete this block if you have already been assigned a CBP-Assigned Number, and there is a requested change in Block "Type of Action".

1G - Type of Company- Please select the description that accurately describes your company. A Limited Liability Company (LLC) is not a corporation; it is a legal form of company that provides limited liability to its owners.

1H - Provide an estimate of the number of entries that will be imported into the U.S. in one year, if you are an importer of record.

1I - Check the boxes which will indicate how the name and identification number will be utilized. If the role of the party is not listed, you can select "Other" and then list the specific role for the party. (ex., Transportation carrier, Licensed Customs Brokerage Firm, Container Freight Station, Commercial Warehouse/Foreign Trade Zone Operator, Container Examination Station or Deliver to Party).

1J thru 1M - If you are currently an active participant in a CBP Partnership Program(s), please provide the program code in Block 1J thru Block 1M of the revised CBP Form 5106 and the information that is contained in Section 3 of the revised CBP Form will not be required. (ex., Customs Trade Partnership Against Terrorism - CTPAT, Importer Self-Assessment - ISA)

BLOCK 2 - ADDRESS INFORMATION

2A - MAILING ADDRESS (Mailing Address for the named business entity or individual referenced in section 1)

Street Address 1 - This block must always be completed. It may or may not be the physical location. Insert a post office box number or a street number representing the first line of the mailing address. For a U.S. or Canadian mailing address, additional mailing address information may be inserted. If a P.O. Box number is given for the mailing address, a second address (physical location) must be provided in 2B.

Street Address 2 - If applicable, this block must always be completed with the apartment, suite, floor, and/or room number.

City - Insert the city name of the importer's mailing address.

State/Province - For a U.S. mailing address, insert a valid 2-position alphabetic U.S. state postal code. For a Canadian mailing address, insert a 2-character alphabetic code representing the province of the importer's mailing address.

Zip Code - For a U.S. mailing address, insert a 5 or 9-digit numeric ZIP code as established by the U.S. Postal Service. For a Canadian mailing address, insert a Canadian postal routing code. For a Mexican mailing address, leave blank. For all other foreign mailing addresses, a postal routing code may be inserted.

Country ISO Code - For a U.S. mailing address, leave blank. For any foreign mailing address, including Canada and Mexico, insert a 2-character alphabetic International Standards Organization (ISO) Code representing the country.

Type of Address - Check the box that describes this address.

2B - PHYSICAL LOCATION ADDRESS - (Please provide the address that is associated with the business or the individual. This address cannot be a P.O. Box, Business Service Center, etc. The address associated with the business can be the principal's home address.)

Street Address 1 - If the place of business is the same as the mailing address, leave blank. If different from the mailing address, insert the company's business address in this space. A second address representing the company's place of business is to be provided if the mailing address is a post office box or drawer.

Street Address 2 - If applicable, this block must always be completed with the apartment, suite, floor, and/or room number.

City - Insert the city name for the business address.

State/Province - For a U.S. address, insert a 2-character alphabetic U.S. state postal code. For a Canadian address, insert a 2-character alphabetic code representing the province of the importer's business address.

Zip Code - For a U.S. business address, insert a 5 or 9-digit numeric ZIP code as established by the U.S. Postal Service. For a Canadian address, insert a Canadian postal routing code. For a Mexican address, leave blank. For all other foreign addresses, a postal routing code may be inserted.

Country ISO Code - For a U.S. address, leave blank. For any foreign address, including Canada and Mexico, insert a 2-character alphabetic ISO code representing the country.

Type of Address - Check the box which describes this address.

2C - Phone Number - The phone number and extension
2E - E-mail Address - The e-mail.

2D - Fax Number - The fax number.
2F - Website - The website.

BLOCK 3 - COMPANY INFORMATION Company information is the named business entity referenced in section 1 is required. Providing the Personally Identifiable Information in section 3J (i.e. Social Security Number and Passport information) is optional unless in Block 1E, the filer has checked: "I have a SSN, but wish to use a CBP-Assigned Number on all my entry documents." In this instance a SSN must be provided in 3J, as appropriate. The absence of this information will affect CBP's ability to fully understand the level of risk on subsequent transactions and could result in the delay of cargo release or the processing of a refund.

3A - Provide a brief description of your business.

3B - Complete this field if you know the North American Industry Classification System (NAICS) code as defined by the Department of Commerce. Provide your 6-digit NAICS code.

3C - If available, provide the Dun & Bradstreet Number for the name that was presented in section 1.

3D - If you are an importer who is a self-filer and are using your own filer code, or a broker who also has maintained an identification number, provide the filer code that you will be using to conduct business with CBP.

3E - Indicate the year in which your company was established.

3F - Related Businesses Information - List the name and IRS employer identification number, Social Security Number or CBP assigned number for each related business and indicate if it is a current or previous related business.

3G - Indicate the primary banking information for the company that is listed in section 1.

3H - Certificate or Articles of Incorporation - Provide the 2-digit State or insert a 2-character alphabetic ISO Code representing the country in which the articles of incorporation for the business were filed. (as applicable)

3I - Certificate or Articles of Incorporation - Provide the file, reference, entity, issuance or unique identifying number for the certificate or articles of incorporation or the foreign articles of incorporation. (as applicable)

3J - Business Structure/Beneficial Owner/Company Officer - The names of each Beneficial Owner/Company Officer of the Corporation or the LLC that is listed in this section are required fields. The Beneficial Owner is any individual or group of individuals that, either directly or indirectly, has the power to vote or influence the transaction decisions regarding a specific security or one who has the benefits of ownership of a Security (finance) or property and yet does not nominally own the asset itself. Beneficial Owner/ Company Officers who have importing and financial business knowledge of the company listed in section 1 and the legal authority to make decisions on behalf of the company listed in section 1 with respect to that knowledge. Please note, however, that the Social Security Number or the Passport Number/Country of Issuance ISO Code/Passport Expiration Date/Passport Type, in the absence of a SSN, are optional in this section.

**U.S. Customs and Border Protection
Office of Information & Technology
Cost Sign-Off Document***

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site Code: WSL008A - Weslaco FIS- Airport Facility

Site Address: 1909 Joe Stephens Ave., Weslaco, TX 78596

Date Prepared: 6/23/2021

Preparer: Tracey Marbury

Equipment and Service Costs

Data Equipment Costs (OCC-31)

Line Item	Description	Qty	Unit Cost	Total
1	Std Desktop - Slim Line Form Factor (1TB SSD, 32 GB RAM)	2	\$1,650.00	\$3,300.00
2	ViewSonic VG2428WM-LED 24" Monitor w/Sound (Brand Name or Equivalent)	2	\$350.00	\$700.00
3	Integrated Biometrics Kojak 10-Print Scanner w/Bracket (BRAND NAME or EQUIVALENT)	2	\$1,300.00	\$2,600.00
4	3M (Gemalto) CR100 Passport Reader w/2M USB Cable (BRAND NAME or EQUIVALENT)	2	\$700.00	\$1,400.00
5	HP B/W LaserJet Enterprise Printer - M605dn (BRAND NAME or EQUIVALENT)	1	\$2,400.00	\$2,400.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00
16				\$0.00
17	10% Cost Contingency for Equipment	1	\$1,040.00	\$1,040.00

Total Data Equipment Costs:

\$11,440.00

Network Equipment Costs (OCC-31)

18	24-port Stackable Access Switch	1	\$8,234.00	\$8,234.00
19	Cloud Managed Indoor AP	1	\$1,395.00	\$1,395.00
20	Router (Up to 100 Mbps)	1	\$10,849.00	\$10,849.00
21	Riverbed Steelhead CX780 Enterprise	1	\$19,418.00	\$19,418.00
22	1G Single Mode SFP	2	\$658.00	\$1,316.00

Line Item	Description	Qty	Unit Cost	Total
23	1G Multimode SFP	2	\$332.00	\$664.00
24	10% Cost Contingency for Equipment	1	\$4,187.60	\$4,188.00
Total Network Equipment Costs:				\$46,064.00
Voice Equipment Costs (OCC-31)				
25	No Voice equipment associated with this request			
26				
27				
28	10% Cost Contingency for Equipment	1	\$0.00	\$0.00
Total Voice Equipment Costs				\$0.00
BSDP Equipment Costs (OCC-31)				
29	No BSDP equipment associated with this request			
30				
31				
32	10% Equipment Contingency Costs	1	\$0.00	\$0.00
Total BSDP Equipment Costs:				\$0.00
Tactical Communication (TACCOM) Equipment Costs (OCC-31):				
33	No TACCOM equipment associated with this request			\$0.00
34				\$0.00
35	10% Cost Contingency for Equipment	1	\$0.00	\$0.00
Total Communication Equipment Costs:				\$0.00
TOTAL EQUIPMENT COSTS:				\$57,504.00
Service Costs Circuit Costs (OCC-23)				
36	Smartcom 100M ICP new Circuit Installation	1	\$0.00	\$0.00
37	Smartcom 100M ICP Annual Recurring Costs	12	\$599.00	\$7,188.00
38	Potential Estimated LEC Special Construction	1	\$5,000.00	\$5,000.00
39	15% Cost Contingency for Tax / USF	12	\$89.85	\$1,078.20
Total Circuit Cost:				\$13,266.20
BSDP Services Costs (OCC-25)				
39	There are no BSDP service costs associated with this request.			
40				
41				
42				
43	10% Service Costs	1	\$0.00	\$0.00
Total BSDP Contract Services Costs:				\$0.00
TACCOM Service Costs (OCC-25)				
44	TACCOM Installation Services	1	\$0.00	\$0.00
Total Tactical Communication Services Costs:				\$0.00

Line Item	Description	Qty	Unit Cost	Total
Government Travel (OCC-21)				
45	There is no Governemnet travel associated with this request.			
46				
47				
Total Government Travel Costs:				\$0.00
TOTAL SERVICE COSTS:				
				\$13,266.20
TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES				\$70,770.20
Out Year Recurring Service Costs				
Circuit Recurring Costs (OCC-23)				
48	Smartcom 100M ICP Annual Recurring Costs	12	\$599.00	\$7,188.00
49	15% Cost Contingency for Tax / USF	12	\$89.85	\$1,078.20
50				
51				
Total Recurring Circuit Costs:				\$8,266.20
Network Equipment Service Costs (OCC-25)				
52	Access Switch (24-port) Maintenance Annual Recurring Costs	1	\$1,236.00	\$1,236.00
53	Indoor AP Maintenance Annual Recurring Costs	1	\$210.00	\$210.00
54	Router (Up to 100 Mbps) Maintenance Annual Recurring Costs	1	\$1,628.00	\$1,628.00
55	Riverbed (CX780) Maintenance Annual Recurring Costs	1	\$3,423.00	\$3,423.00
Total Recurring Network ServiceCosts:				\$6,497.00
BSDP Service Costs (OCC-25)				
56	There are no BSDP service costs associated with this request			
57				
58				
59				
Total Recurring BSDP ServiceCosts:				\$0.00
TACCOM Annual Operation and Maintenance Costs (OCC-25)				
60	There are no TAC COMM O&M service costs associated with this request	1	\$0.00	\$0.00
Total RecurringTACCOM ServiceCosts:				\$0.00
TOTAL ANNUAL RECURRING COSTS				\$14,763.20

Line Item	Description	Qty	Unit Cost	Total
NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.				
Acceptance				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:		Date:		
Authority Printed Name:				
Phone/Email Address:				
OIT REFERENCE Number: WSL008A-OFO-21228C Document Expiration Date: 9/30/2021				



U. S. CUSTOMS AND BORDER PROTECTION (CBP) MEMORANDUM OF AGREEMENT TO REIMBURSE CBP

This Memorandum of Agreement (“MOA”) outlines the agreement between the below named facility owner (Sponsor) and CBP regarding the Sponsor’s willingness to reimburse CBP for costs related to providing the information technology (IT) equipment and services listed in this agreement at the below named location.

Facility Owner/Operator: Weslaco FIS - Airport Facility
Location: 1909 Joe Stephens Ave
Weslaco, Texas 78596

Weslaco FIS – International. Airport RESPONSIBILITIES

Data and Cabling

Project sponsor is responsible for the procurement and installation of all data cabling and electrical components required for connectivity of systems and equipment, according to CBP Office of Information Technology (OIT) provided specifications. Sponsor is required to provide a two week advanced notice of all cable pulls to allow CBP to observe installation.

Reimbursement of Equipment and Recurring Costs

Project sponsor agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the [Weslaco International Airport, 1909 Joe Stephens Ave, Weslaco, TX 78596](#). Current estimated equipment costs total [\\$70,770.20](#). The estimated annual recurring costs are [\\$14,763.20](#). CBP OIT’s Cost Estimate titled “[WSL008A](#)” is attached.

[Weslaco International Airport](#) will be billed the actual costs for the equipment identified in CBP OIT’s Cost Estimate, along with any outstanding reimbursements due from any previously executed agreement(s). Recurring out-year network circuit charges, and the cost of any necessary replacement equipment not covered under warranty, will also be billed to [Weslaco International Airport](#).

Equipment Upgrades

Upgrades to CBP required equipment and connectivity may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Equipment upgrades will be subject to a new agreement. CBP will provide [Weslaco International Airport](#) a minimum of 180 days advance notice of any required upgrades.

Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue [Weslaco International Airport](#) a bill for the actual equipment costs not to exceed [\\$70,770.20](#), as detailed in CBP OIT Cost Estimate. The CBP NFC will also bill Weslaco [International Airport Facility](#) for actual recurring out-year network and connectivity charges not to exceed \$14,763.20, as detailed in CBP OIT Cost Estimate, along with any sums owed for replacement equipment not covered by manufacturers' warranties.

Weslaco International Airport Accounts Payable Information

Tax Identification Number: [\[Number\]](#)
Bill To Representative: [\[Representative's Name\]](#)
Phone Number: [\[Phone Number\]](#)
Email Address: [\[Email Address\]](#)
Address: [\[Mailing Address\]](#)

Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by [Weslaco International Airport](#) when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for [Weslaco International Airport](#) reimbursed equipment to the point of contact listed below.

Weslaco International Airport:

Equipment Administrator [\[Administrator's Name\]](#)
Email Address: [\[Email Address\]](#)
Phone Number: [\[Phone Number\]](#)
Ship to Address: [\[Ship to Address\]](#)

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from [Weslaco International Airport](#) to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate. [Weslaco International Airport](#) will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's responsibility to properly remove data before possession of any equipment is transferred to [Weslaco International Airport](#). In the event data inadvertently remains on any equipment after

transfer, [Weslaco International Airport](#) shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of [Weslaco International Airport](#), with full power and authority to enter into this MOA and to bind [Weslaco International Airport](#) with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

[Signature]
Name
Title

[Email Address]
Email Address

Date

[Signature]

WALTER.W.WEAVER@CBP.DHS.GOV

Walter Weaver
Port Director
Office of Field Operations, Laredo Field Office
U.S. Customs and Border Protection

Email Address

Date



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4611
From:		
Subject: Discussion and consideration on the purchase of a data network storage server with cloud data backup software licenses to protect the city's data for an amount of \$98,376.00 through vendor Insight Public Sector with Texas DIR contract # DIR-TSO-3763 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department).		
Background: The data storage server located at city hall has reached end-of-life. The data storage server's warranty has expired and storage capacity is reaching its maximum limit. Need to increase data storage size for city departments.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
J. Martin Vela J. Martin Vela Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: memo, Insight Quote, Scw_Quote_100315839, SHI Quote-20798751, cow network		
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

To: Mayor and City Commission

From: J. Martin Vela, Information Technology Department

Re: Discussion and consideration of purchase approval of data network storage server with backup software licenses.

Date: August 31st. 2021

We are requesting that you consider approval for the purchase a data network storage server. This appliance will replace an existing server that has reached end-of-life/end-of-support and is a critical device to keep the city's data stable and functional. The existing server has presented disk controller failures and the disk space is reaching its maximum capacity.

Attached you can find a proposal from vendor Insight Public Sector. The proposal includes a server unit, accessories, migration of existing data to new appliance and software licenses to backup data to the cloud. The data storage server comes with three years of maintenance/support.

Information Technology staff recommends to consider the vendor Insight Public Sector with Texas DIR contract DIR-TSO-3763 for this project.

DATA STORAGE SERVER FOR CITY HALL

Vendor	DIR CONTRACT	PRICE
INSIGHT PUBLIC SECTOR	DIR-TSO-3763	\$ 98,376.45
SHI GOVERNMENT SOLUTIONS	DIR-TSO-3763	\$ 110,438.00
SOUTHERN COMPUTER WAREHOUSE	TIPS_200105	\$ 102,945.88

Please contact me with questions or concerns

J. Martin Vela
Information Technology Director, City of Weslaco
Phone: 956.968.6253
Email: jvela@weslacotx.gov

Insight Public Sector
6820 South Harl Avenue
Tempe, AZ 85283

Sales Rep : Darak Weaver
Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Pleshette Gales
Phone: 800-688-8695 Ext. 6829
pleshette.gales@insight.com



Sales Quote# and Date: 052921COW

Buyer: City of Weslaco
Name: Martin Vela
Phone:
Email:

DIR-TSO-3763

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
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City Hall Unity

\$ 77,712.52

210-ASOF	AppSync Unity Hybrid				1	
658-BEIW	AppSync Bsc for Unity 300/380=IC				1	
900-9997	On-Site Installation Declined				1	
	ProSupport Mission Critical, AppSync, Hybrid, Basic,					
827-0391	Software Support/Maintenance 3 Years				1	
626-BBBG	Storage Software Info				1	
929-3709	Thank you for Your Order				1	
935-6720	Thank you for Your Order				1	

[Dell EMC RecoverPoint for Unity XT Hybrid NVI - AMER](#)

210-ATUR	RecoverPoint for Unity XT Hybrid				1	
528-COYI	RP BASIC REM FOR UNITY =IC				1	
528-COYJ	RP BASIC LOC FOR UNITY =IC				1	
900-9997	On-Site Installation Declined				1	
	ProSupport Mission Critical, RecoverPoint Basic - Hybrid,					
825-7279	Software Support/Maintenance, 3 Years				1	
626-BBBG	Storage Software Info				1	
929-3709	Thank you for Your Order				1	
935-6720	Thank you for Your Order				1	

[Unity 380 Hybrid DPE DS - AMER](#)

210-ASKK	Unity 380 DPE 25 x 2.5 Dell FLD RCK				1	
528-CNRZ	File Level Retention=IC				1	
528-CNSB	Unity ISCSI=IC				1	
528-CNSC	Unity NFS=IC				1	
528-CNSD	File System Events Publishing=IC				1	
528-CNSE	Unity D@RE=IC				1	
528-CNSF	Unity VASA/vVols=IC				1	
528-CNSG	Unity FAST Cache=IC				1	
528-CNSH	Unity Replication=IC				1	
528-CNSI	Unity Quality of service=IC				1	
528-CNSJ	Unity ESA Adapter=IC				1	
528-CNSK	Inline Compression=IC				1	
528-CNSL	Unity EMC Proactive Assist=IC				1	
528-CNSM	Cloud Tiering				1	
528-CNSN	Unity Local Copies				1	
528-CNSO	Unity Fibre Channel=IC				1	
528-CNSP	Unity FAST VP=IC				1	
528-CNSQ	Unity Antivirus=IC				1	
528-CNSR	Unity Unisphere Central=IC				1	
528-CNSS	Operating System V4.0=IC				1	
528-CNST	Unity CIFS=IC				1	
528-CNSU	Unity Thin provisioning=IC				1	
528-CNSV	Unity Unisphere=IC				1	
528-CNSW	IP Multi-Tenancy=IC				1	
400-BGCL	Unity SYSPACK 4X1.8TGB 10K SAS 25X2.5				1	
406-BBNC	Unity CNA 4x10GbE OPT SFPs				1	
343-BBMP	Unity 380 DPE Install Kit				1	
379-BDPD	ISG Product (info)				1	
826-5398	Dell Hardware Limited Warranty Initial Year				1	
	ProSupport: Mission Critical 4-Hour 7x24 On-Site Service					
826-5407	with Emergency Dispatch 1 Year				1	

826-5408	ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	1
826-5412	ProSupport Mission Critical 7x24 HW Tech Support and Assistance 3 Years	1
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	1
826-9746	ProSupport Mission Critical, Software Support Maintenance 3 Years	1
825-8623	Certified Deployment Partner T1 or Distributors	1
822-3179	Partner Success Program Management	1
400-BFXU	D4 800GB SAS FLASH 25X2.5 SSD	10
400-BFXO	Unity 1.8TB 10K SAS 25X2.5 DRIVE	8
565-BBID	UNITY 2X4 PORT IO 10GBASET	1
379-BDOI	Pair of C13/C14 cables (Highline Power) or C19/C20 cables (480/680 Lowline Power) included with DPE	1
826-9501	ProSupport: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On, 3 Years	12
826-9543	ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 3 Years	10

Add on Shelf to Unity

210-ASLF	Unity 2U 25x2.5 DAE FLD RCK	2
800-BBQV	Thank you for buying Dell EMC	2
379-BDPD	ISG Product (info)	2
826-8096	Dell Hardware Limited Warranty Initial Year	2
826-8105	ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	2
826-8106	ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	2
826-8110	ProSupport Mission Critical 7x24 HW Tech Support and Assistance 3 Years	2
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	2
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2
825-8623	Certified Deployment Partner T1 or Distributors	2
822-3179	Partner Success Program Management	2
400-BFXO	Unity 1.8TB 10K SAS 25X2.5 DRIVE	50
470-AEBH	Unity 2x2M DAE SAS CBL	2
450-AILB	C13 Power Cord Pair NEMA5-15P plugs 2Mtr	2
826-9501	ProSupport: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On, 3 Years	50

City Hall IDPA Licenses

\$5,063.45

379-BDTQ	Thank you for buying Dell EMC	1
210-ARDW	IDPA DP4400 APOS/Upgrade	1
929-3709	Thank you for Your Order	1
935-6720	Thank you for Your Order	1
379-BEFH	Upgrade Selected	1
379-BEFH	Upgrade Selected	1
379-BEFH	Upgrade Selected	1
379-BEFH	Upgrade Selected	1
838-3624	3 Years ProSupport Mission Critical IDPA DP4400 Cloud Tier Software Support Contract	1
900-9997	On-Site Installation Declined	1
379-BEFH	Upgrade Selected	1
379-BEFH	Upgrade Selected	1
350-BBBW	No Bezel	1
379-BEFH	Upgrade Selected	1
379-BEFH	Upgrade Selected	1
379-BEFH	Upgrade Selected	1
379-BDVD	Current Software Capacity	24
379-BDZS	Desired Capacity	24
528-CKBC	IDPA DP4400 Cloud Tier SW Upgrade License	25
838-3604	3 Years ProSupport Mission Critical IDPA DP4400 Cloud Tier Software Support-Maintenance	25

Optics for existing Extreme switch

SFP-10G-AOC3M	10GBASE Active Optical SFP+ Cable, 3M	\$210.74	43.00	\$120.12	4	\$480.48
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Install, Configure, and Deploy Data Center Stack
Architect Hours - Design and Configuration

\$15,120.00

TOTAL	\$	98,376.45
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SCW

Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100315839 - Dell EMC Unity XT 380

Cust #: CO7397 (City of Weslaco TX)

Quote Date: Jul 29, 2021

Sold to:

Martin Vela
City of Weslaco TX
255 S Kansas
Weslaco, Texas, 78596
T: 956-968-6253
jvela@weslacotx.gov

Ship to:

Martin Vela
City of Weslaco TX
255 S Kansas
Weslaco, Texas, 78596
T: 956-968-6253
jvela@weslacotx.gov

Payment Method

No Payment Information Required

Shipping Method:Free Shipping

Free Shipping

(Total Shipping Charges \$0.00)

Notes: TIPS_200105 Technology Solutions Products and Services . Pricing and availability are subject to change . . NON-RETURNABLE, PLEASE REVIEW CAREFULLY.

#	Products	SKU	Price	Qty	Subtotal
1	Dell EMC AppSync Software for Hybrid Arrays	DEL-210-ASOF-3000	\$0.01	1	\$0.01
		093877976.1-CTO			
2	Dell EMC RecoverPoint for Unity XT Hybrid	DEL-210-ATUR-3000	\$0.01	1	\$0.01
		093877976.1-CTO			
3	Dell EMC Unity XT 380	DEL-210-ASKK-3000	\$37,421.42	1	\$37,421.42
		093877976.1-CTO			
4	Dell EMC Unity XT HFA 25x2.5 DAE	DEL-210-ASLF-3000	\$28,628.31	2	\$57,256.62
		093877976.1-CTO			
5	PowerProtect DP4400	DEL-210-ARDW-3000	\$8,267.82	1	\$8,267.82
		093877976.1-CTO			

Subtotal:	\$102,945.88
Tax:	\$0.00
Grand Total (Incl. Tax):	\$102,945.88

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.

Quotes are valid for 30-days unless otherwise noted.

IMPORTANT NOTE: Stock levels and pricing fluctuations related to COVID19 are expected to persist through Q2 2020. As we navigate these unprecedented circumstances we ask for your continued patience and support. Rest assured that our commitment to communication and customer-first service is still top priority. Thank you.

Josh Reardon
Josh.Reardon@scw.com
1395 S Marietta Pkwy Bldg 300-106
Marietta GA 30067
877-468-6729 x291

This Quote may contain material that is confidential, and proprietary to SCW , for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.



Pricing Proposal
Quotation #: 20798751
Created On: 7/28/2021
Valid Until: 7/30/2021

City of Weslaco TX

Martin Vela

TX
United States
Phone:
Fax:
Email: jvela@weslacotx.gov

Inside Account Manager

Brett Yajcaji

SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Fax:
Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell EMC Unity XT 380, Dell EMC Unity XT HFA 25x2.5 DAE, Dell EMC AppSync Software for Hybrid Arrays, Dell EMC RecoverPoint for Unity XT Hybrid, PowerProtect DP4400 Dell - Part#: Contract Name: Dell Contract #: DIR-TSO-3763 Subcontract #: C000000181141	1	\$110,438.00	\$110,438.00
			Subtotal \$110,438.00
			Shipping \$0.00
			Total \$110,438.00

Additional Comments

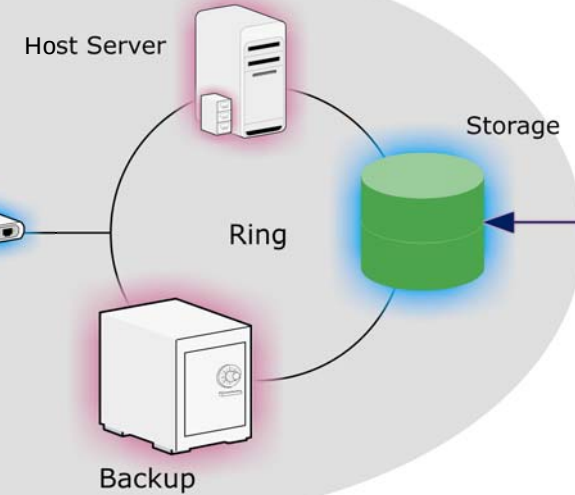
Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

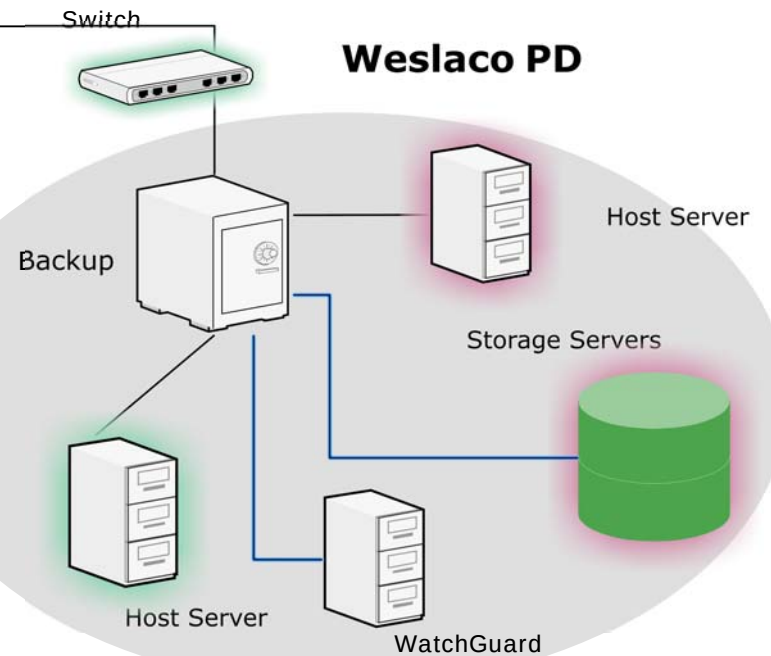
The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Network Diagram BackUP to the Cloud

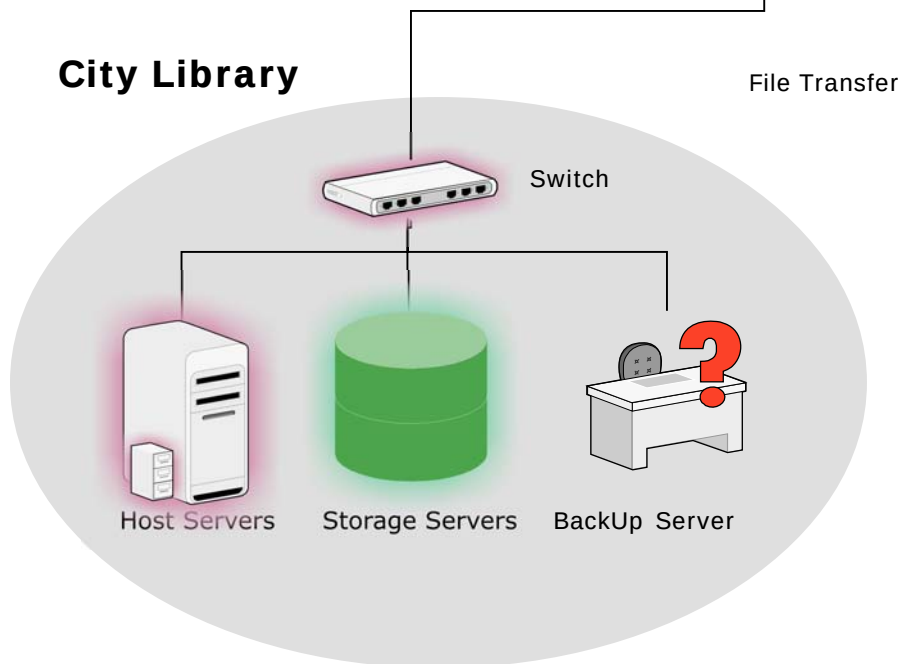
City Hall



Weslaco PD



City Library



Already Purchased - FY

Will Purchased - Next FY

Requesting Approval - FY



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4605
From:		
Subject: Discussion and consideration on request from the Children's Advocacy Center of Hidalgo and Starr County to rent the first floor office suite located at 111 E. 5th Street and authorize the Mayor to execute any related documents. Possible action. (Parks and Recreation Department.)		
Background: The Children's Advocacy Center of Hidalgo and Starr Counties (CACHSC) is in need of office space to expand mental health services to children and families from the City of Weslaco that have been affected by child abuse. They are interested in the vacant office space on the first floor of the property located at 111 E. 5th Street and would like the City to consider leasing this office to CACHSC for One Dollar (\$1.00) per year. CACHSC is a 501 (c) (3) non-profit organization that was established in the year 2000. They are 1 of 71 Children's Advocacy Centers in Texas and the only one of its kind serving the City of Weslaco and Hidalgo County. They focus on helping and treating child abuse victims 2 to 17 years old and their families by providing forensic interviews, victim support, immediate crisis intervention, mental health services and forensic medical evaluations at no cost. They work closely with the Weslaco Police Department, Department of Family and Protective Services (DFPS), and the District Attorney's office to facilitate the effective investigation and prosecution of child abuse cases. During 2020, CACHSC provided services to 1,878 child abuse victims; an increase of 40.5% since 2017. The City of Weslaco has experienced a 79.6% increase during the same period from 103 in 2017 to 185 in 2020. Establishing an office in the City of Weslaco would allow children and families affected by child abuse to have access to free mental health services closer to home. Early mental health intervention is critical to restore the life of child abuse victims and significantly increase their chances of becoming a healthy adult, a good parent, and a citizen that is able to positively contribute back to the community.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		

OMAR RODRIGUEZ	Created/Initiated
OMAR RODRIGUEZ	Approved
Mike Perez	New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: CACHSC City of Weslaco Letter.docx	
Responsibilities upon Approval:	

CHILDREN'S ADVOCACY CENTER OF HIDALGO AND STARR COUNTIES525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764
WWW.CACHIDALGO.ORG

August 13, 2021

Executive Officers:Tina Martin, President
Rick Guerrero, Jr., Vice-President
Maria Elena Sulemana, Treasurer
Dr. Danielle D. Fox, Secretary**Hidalgo County Board Members:**Lorena Castillo, Past President
Ricardo Rodriguez, Jr., DA
Sheriff J.E. (Eddie) Guerra
Belinda Escaname
Amira Kalifa
Dr. Carolina Huerta
Jessica A. Galloso
Providence Boneta
Robert Rosell
Vanessa Flores
Will Lowry
Yadira Robles**Starr County Board Members:**Gocha Ramirez, DA
Miguel Villarreal**Executive Director:**

Jesus A. Sanchez

Mr. Mike R. Perez, City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596RE: 111 E. 5th Street Office Space

Dear Mr. Perez,

I am writing to you because we became aware of a vacant office space on the first floor of the property located at 111 E. 5th Street. The Children's Advocacy Center of Hidalgo and Starr Counties (CACHSC) is in need of office space to expand mental health services to children and families from the City of Weslaco that have been affected by child abuse. We would like for you to consider leasing this office to CACHSC for One Dollar (\$1.00) per year.

CACHSC is a 501 (c) (3) non-profit organization that was established in the year 2000. We are 1 of 71 Children's Advocacy Centers in Texas and the only one of its kind serving the City of Weslaco and Hidalgo County. We focus on helping and treating child abuse victims 2 to 17 years old and their families by providing forensic interviews, victim support, immediate crisis intervention, mental health services and forensic medical evaluations at no cost. We work closely with the Weslaco Police Department, Department of Family and Protective Services (DFPS), and the District Attorney's office to facilitate the effective investigation and prosecution of child abuse cases.

During 2020, CACHSC provided services to 1,878 child abuse victims; an increase of 40.5% since 2017. The **City of Weslaco** has experienced a **79.6% increase** during the same period from 103 in 2017 to 185 in 2020. Establishing an office in the City of Weslaco would allow children and families affected by child abuse to have access to free mental health services closer to home. Early mental health intervention is critical to restore the life of child abuse victims and significantly increase their chances of becoming a healthy adult, a good parent, and a citizen that is able to positively contribute back to the community.

On behalf of the Board of Directors, we thank you for your time and consideration. Do not hesitate to contact me at (956) 287-9754 if you have any questions.

Respectfully Submitted,

DocuSigned by:

ED949492932E47B...

Jesus A. Sanchez
Executive Director

DocuSigned by:

A1E4E7E462E7423...

Christina (Tina) Martin
Board President



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4619
From:		
Subject: Discussion and consideration to approve Ordinance 2021-36 repealing Ordinance 1969-09 the City of Weslaco Fire Limits Ordinance for downtown, Codified as Chapter 26, Article II of the Weslaco Code of Ordinances and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-36. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: This ordinance is over 50 years old and the city has then adopted building codes that prevent fire hazards.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA JOSE PEDRAZA REBEKAH DE LA FUENTE Mike Perez		Created/Initiated Approved Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: O2021-36 repeal Fire District ordinance		
Responsibilities upon Approval:		

ORDINANCE 2021-36

AN ORDINANCE REPEALING ORDINANCE NUMBER 1969-09, THE CITY OF WESLACO ZONING ORDINANCE; CODIFIED AS CHAPTER 26, ARTICLE II OF THE WESLACO CODE OF ORDINANCES; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 1969-09 passed and approved on April 15, 1969 as “Fire Limits” and Codified as Chapter 26 Article II of the Weslaco Code of Ordinances is hereby repealed in its entirety.

SECTION II.

After second and final reading of this Ordinance the “Fire Limits” ordinance will be repealed in its entirety and codified as Chapter 26 Article II of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 26 ARTICLE II

Section 26-25 through 26-57 - Reserved

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of September 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: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4531
From: David Arce		
Subject: Discussion and consideration to purchase an 8,000 gallon above-ground fuel tank from Buy Board vendor JF Petro Group in the amount not to exceed \$182,245 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: Diesel fuel only tank to be installed at solid waste building for trucks.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Fueling System, City of Weslaco Fuel Quote		
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: September 7, 2021

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: Fueling Station and Management System for Solid Waste Division

Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

Public Works Department is requesting approval to purchase fueling station and fuel management system from Buyboard vendor JF Petro Group in the not to exceed \$182,245.

This will include the following:

- 8,000 double-wall above ground diesel tank
- Fuel Master fuel management system (we currently have it at Public Works)
- Two single hose dispensers
- Overfill alarm system
- Concrete pad install for tank, bollards, and all required permits
- Test all equipment and commission the units.

This will also be available to fuel fire trucks and ambulances, since the fuel system will recognize both fueling stations.

Staff Recommends Approval.

Buy Board # 590-19

DATE: 9/01/2021

Purchaser: City of Weslaco
1912 Joe Stephens Ave.
Weslaco, Texas 78599**WORK TO BE PERFORMED AT: City of Weslaco**
3000 S. Border
Weslaco, Texas 78599

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Installation:

- Obtain any permits required
- Will pour 8" concrete slab with beams for tank. We will supply and install 26 bollards
- We will provide and install double wall UL2085 double wall tank 8k gallon diesel. We will decal tank with all mandatory hazard and safety decals to meet local and state fire codes.
- We will provide and install all tank hardware including (1) sub pump, piping, valves, remote fill with overfill prevention and fire suppressive vents.
- We will provide and install (2) Gasboy 9800 single product single hose dispensers with dispenser sumps and hose retractors.
- We will provide and install Fuel Master fuel management system.
- We will provide and install Veeder Root TLS4i tank monitor with overfill alarm
- We will provide all electrical and run to all fuel equipment including all wire and terminations. We will provide electrical circuit for wash bay.
- We will startup all equipment including calibration and training.
- Test all equipment
- Commission warranty of all equipment with their manufacturer

- to clean up site

Total**\$182,244.88**

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF One Hundred Eighty Two Thousand Two Hundred Forty Four and 88/100 Cents (\$182,244.88) (the "Agreement Price") Tax exempt.

This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.

All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in

transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and **Purchaser shall at all times provide adequate ballast.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HIDALGO COUNTY, TEXAS.** All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____ Ed Bleibdrey

Title: Sales Representative Date: 9/01/2021

ACCEPTED FOR: _____

By: _____ Printed Name: _____

Title: _____ Date: _____

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4616
From: David Arce		
Subject: Discussion and consideration to purchase routing software and hardware from HGAC vendor Routeware Inc. for 11 solid waste collection units, in the amount not to exceed \$51,315, plus travel, and a reoccurring monthly fee of \$5,400 a month and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
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):		
David Arce	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Memo Routeware, Routeware Quote (11Trk), Easyroute Quote (ER)		
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: September 7, 2021

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: Routing Software for Solid Waste Division

Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

Public Works Department is requesting approval to purchase routing management system from HGAC vendor Routeware Global in the not to exceed \$51,315, plus travel expenses for install team and training team, and reoccurring monthly fee of \$5,400.

This will include the following:

- EasyRoute Training and subscription
- Eleven tablets
- Eleven cameras
- Proximity switch
- Installation and travel for the Routeware staff to train city staff.
- Monthly fees to include cellular charge, picture service, cloud storage, routemaker subscription.

Preliminary plans if approved is to have them installed in November and training to be the first week of December. The routes will start to be created as soon as we can get them all the addresses.

Staff Recommends Approval.



Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (593) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Ship To

David Arce
City of Weslaco - TX
255 S. Kansas Ave.
Weslaco, Texas 78596
United States
(956) 973-3146
darce@weslacotx.gov

Bill To

City of Weslaco - TX
255 S. Kansas Ave.
Weslaco, Texas 78596
United States

Order Form

Order #: Q-00924-2
Term: 36 Months
Date: 7/29/2021, 12:43 PM
Expires On: 9/30/2021

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Erik Langner	503.906.8565	elangner@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Weslaco - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Weslaco - TX who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Pro Tablet with Full Install Kit (Android)	Each	11.00	USD 825.00	USD 9,075.00
Proximity Switch for Windows and Heavy Duty Tablets	Each	11.00	USD 105.00	USD 1,155.00
Camera Controller (Camera Not Included)	Each	11.00	USD 475.00	USD 5,225.00
Standard HD Camera for Camera Controller with Cable	Each	11.00	USD 90.00	USD 990.00
Monitor for Camera Controller	Each	1.00	USD 40.00	USD 40.00
Camera Power Kit for Windows and Heavy Duty Tablet	Each	11.00	USD 30.00	USD 330.00
Hardware TOTAL:				USD 16,815.00

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Vehicle Installation	Each	11.00	USD 300.00	USD 3,300.00
Prox Switch Installation	Each	11.00	USD 150.00	USD 1,650.00
Camera System Installation	Each	11.00	USD 300.00	USD 3,300.00
Project Management and Training	Each	1.00	USD 15,000.00	USD 15,000.00
Services TOTAL:				USD 23,250.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Cellular Data Charge (RD)	Per Month	11.00	USD 15.00	USD 165.00
Monthly Service Fee	Per Month	11.00	USD 149.00	USD 1,639.00
Auto Pickup System Fee	Per Month	11.00	USD 20.00	USD 220.00
Picture Service Fee	Per Month	11.00	USD 45.00	USD 495.00
Cloud Hosting	Per Month	1.00	USD 599.00	USD 599.00
RouteMaker Subscription	Per Month	1.00	USD 497.92	USD 497.92
Support Fees TOTAL:				USD 3,615.92

Payment Terms -

Hardware and Software: 100% due upon execution and prior to shipment

Support Fees: Due quarterly in advance per Support Plan terms and conditions

Services: Due upon receipt of invoice

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions contained in Routeware's Master Terms located at <http://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<http://www.routeware.com/Clients>

Username: routeware

Password: *RWClient1!*

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

City of Weslaco - TX

Signature:

ls1\

Date:

ld1\

Name (Print):

ln1\

Title:

ld1\

Routeware Global

Signature:

ls3\

Date:

ld3\

Name (Print):

ln3\

Title:

ld3\

Please sign and email to Erik Langner at elangner@routeware.com or fax to (503) 906-8544

Reviewed By:

ls2\



Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (593) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Ship To

David Arce
City of Weslaco - TX
255 S. Kansas Ave
Weslaco, TX 78596
United States
(956) 973-3146
darce@weslacotx.gov

Bill To

City of Weslaco - TX
255 S. Kansas Ave
Weslaco, TX 78596
United States

Order Form

Order #: Q-00970-3
Term: 36 Months
Date: 8/13/2021, 9:06 AM
Expires On: 9/17/2021

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Lee Mershon	(404) 751-4498	lmershon@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Weslaco - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Weslaco - TX who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
4652 EasyRoute Training	Per Day	3.00	USD 1,500.00	USD 4,500.00
4654 EasyRoute Professional Services	Per Hour	30.00	USD 225.00	USD 6,750.00
Services TOTAL:				USD 11,250.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
EasyRoute Subscription	Per Month	1.00	USD 1,733.00	USD 1,733.00
4664 HERE Road Network	Per Month	1.00	USD 35.00	USD 35.00
Support Fees TOTAL:				USD 1,768.00

Payment Terms -

Support Fees: Due annually in advance per Support Plan terms and conditions

EasyRoute Professional Services: Due upon receipt of invoice

EasyRoute Training: 100% due upon execution of order

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions contained in Routeware's Master Terms located at <http://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<http://www.routeware.com/Clients>

Username: routeware

Password: *RWClient1!*

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

City of Weslaco - TX

Signature:

\s1\

Date:

\d1\

Name (Print):

\n1\

Title:

\t1\

Routeware Global

Signature:

\s3\

Date:

\d3\

Name (Print):

\n3\

Title:

\t3\

Please sign and email to Lee Mershon at lmershon@routeware.com or fax to (503) 906-8544

Reviewed By:

\s2\



EasyRoute Statement of Work

1. Kickoff Meeting

- Review data requirements and templates
- Identify service area for setup of road network
- Align all resources on project methodology and responsibilities

2. Gather & Review Data

- Client to provide service area data for properties, containers, current routes, fleet (vehicle types, crew size and capacities), facilities (depots and dumps)
- Client to provide any available performance data (dump tickets, time sheets, etc) for each route in selected service area. Client specific details may be readily added in the system.
- Routeware will identify any gaps or inconsistencies in the supplied data. These will need to be investigated and corrected before moving forward

3. Model Current Routes

- All collected service area data will be imported into EasyRoute
- Web meeting with Client to review modeled routes for accuracy. Adjust model as needed.
- Baseline route data established – Ready for training

4. User Training*

- Three (3) days on-site instructor led training by EasyRoute consultant

Notes

1. *Quote includes a bank of 30 hours of professional services for EasyRoute implementation support. Any unused hours may be applied to consulting/project support. Additional hours are available if needed at a rate of \$225/hour.*
2. *Should travel not be permitted, Routeware will establish a virtual training course for users*

I authorize Routeware to perform the work stated in this document

Signature

Date

I certify that Routeware has completed and delivered all the work described in this document.

Signature

Date



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4532
From: David Arce		
Subject: Discussion and consideration to purchase Simplicity Dual High Pressure Wash System equipment for an amount not exceed \$47,286 from HGAC vendor Washing Equipment of Texas Inc., for new solid waste trucks and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: This is to purchase wash equipment to have our solidwaste trucks looking clean. This will be located at Solid Waste collections building. This quote doesn't include the canopy or cat walk, and the wash room storage room.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Wash Pad, City of Weslaco Carolina Pride HGAC QUOTE, Carolina Pride Simplicity Spec Sheet 2152016dl-1-8-21		
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: September 7, 2021

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: Wash Bay Equipment for Solid Waste Division

Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

Public Works Department is requesting approval to purchase of a Wash Bay Equipment from HGAC vendor Washing Equipment of Texas, Inc. for \$47,286. This is for the equipment which includes Simplicity Dual High Pressure wash system, compressor, hose, wand, foaming brush, spot free system, and 350-gallon tank. This will be a manual wash system. The purpose is to keep our garbage collection trucks looking clean and new.

Staff Recommends Approval.



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

FL03-21

Date
Prepared:

8/30/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF WESLACO PUBLIC WORKS SANITATION	Contractor:	WASHING EQUIPMENT OF TEXAS, INC.
Contact Person:	DAVID ARCE	Prepared By:	TRAVIS LYE
Phone:	956-973-3146	Phone:	512-389-2822
Fax:		Fax:	512-389-2008
Email:	darce@weslacotx.gov	Email:	tlye@wet-texas.com

Product Code:	E03	Description:	Carolina Pride Catalog
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SSBSS-2 Simplicity Dual High Pressure Wash System	10568.75		
3/8-3/8BAY - Bay Equipment 2 Bays	3990		
3/8-2BHIK - two Bay Hose Installation Kit	665		
900-D2170ASSYS-S - 22" Stainless Steel Wand Holder	104.6		
SLPWP-SS-W-2 - Simplicity Wall Pack Foaming Brush	2041.55		
CPM-SSM - Custom Stainless Steel Bay Meter Rotary	1765.1		
CABLE 16/20 - Control Cable	744.05	F05 17-00634 Twin Water Softener - 1-1/2" Service	4232
SFRO2200 - Super Flo Ro-Wall Mount Spot Free System	6470.45	F05 17-00185 Air Compressor 3HP, 60 Gallon	2312
LSF002 - Low Pressure Spot Free Delivery System	3933		
		Subtotal From Additional Sheet(s):	0
		Subtotal B:	36826.5

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Spot Free Storage Tank 350 Gallon	575		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	575

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	37401.5	=	Subtotal D:	37401.5
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Shipping & Handling	1796	Bobcat & Scissor Lift Rental	1650
		Installation	6438
		Subtotal E:	9884

Delivery Date: 6-8+ weeks ARO

F. Total Purchase Price (D+E):

47285.5

Simplicity Single Bay Wash System

Simplicity
Systems

CAROLINA PRIDE
CARWASH SYSTEMS & SOLUTIONS

It's Easy with Simplicity!

Features

- Cat 3CP1120 Pump
- Standard 5 HP Motor
- 4 Gal Per Minute @ 1100 PSI
- High Pressure Rinse
- High Pressure Wax
- High Pressure Soap
- U.L. Motor Control Center
- Hydrominder Solution Injection

Benefits

- Compact Design
- Serviceable
- Cost Effective



** Optional Dual Bay Wash Systems Available*



CPL-2012-3

CAROLINA PRIDE
CARWASH SYSTEMS & SOLUTIONS

417 S. Madison Blvd | Roxboro, NC 27573
(800) 421 -5119 | www.cpcarwash.com
sales@cpcarwash.com

SPECIFICIATIONS

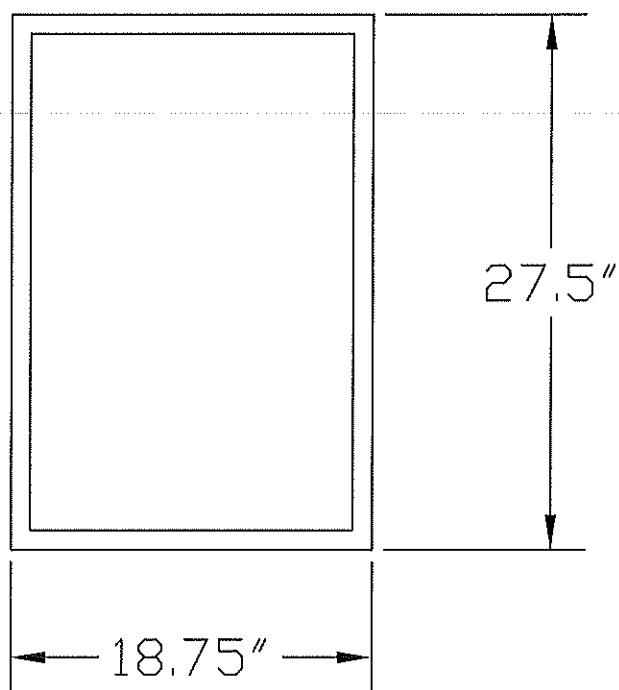
5HP MOTOR

208VAC 3 PH 15.2A

GPM:4GPM AT 1100PSI

INLET SIZE: 1/2"

OUTLET SIZE: 3/8"



FOOTPRINT

CAROLINA PRIDE CARWASH SYSTEMS & SOLUTIONS
417 S MADISON BLVD
ROXBORO, NC 27573
336-597-5112
CPCARWASH.COM



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4577
From: David Arce		
Subject: Discussion and consideration to purchase Front End Commercial bins from Wastequip Manufacturing Company LLC. in the amount not to exceed \$1,135,877 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: This is for the purchase of all commercial metal bins. We received 3 bids and Wastequip is the lowest bidder.		
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):		
David Arce	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Memo Commercial Bins, COMMERCIAL CONTAINERS TABULATION 2020-21-34, WASTE EQUIP		
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: September 7, 2021

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: Commercial Trash Bins for Solid Waste Division

Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

On August 26, 2021 we received 3 bids for the Solid Waste Commercial Grade Containers. Public Works Department is requesting approval to purchase of 910 container varies sizes plus accessories from Wastequip Manufacturing Company LLC in the amount of \$1,135,877.

Delivery will begin October 7 and completion will be last week of November.

This will require prep work before we can deliver can to our commercial customers.

Staff Recommends Approval.

CITY OF WESLACO - SOLID WASTE COMMERCIAL GRADE CONTAINERS - VARIED SIZES
RFB 2020-21-34 TABULATION



BOX GANG MANUFACTURING
 16736 E. HARDY RD,
 HOUSTON, TEXAS 77032
 713-742-5555
RAFAEL MARRERO
 rafael@boxgangmfg.com

ROLL OFF USA
 P.O. BOX 727
 DURANT, OK 74702
 580-924-6355
KENDELL PHILLIPS
 kphillips@rolloffs.net

WASTEQUIP MANUFACTURING COMP.
 841 MEACHAM ROAD
 STATESVILLE, NC 28677
 800-424-0422
MARYA M. JENKINS
 mjenkins@wastequip.com

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2 CY COMMERCIAL BIN FLAT TOP	50	\$766.00	\$38,300.00	\$850.00	\$42,500.00	\$780.98	\$39,049.00
2	2 CY COMMERCIAL BIN SLANT TOP	20	\$766.00	\$15,320.00	\$850.00	\$17,000.00	\$780.98	\$15,619.60
3	3 CY COMMERCIAL BIN FLAT TOP	150	\$950.00	\$142,500.00	\$990.00	\$148,500.00	\$953.64	\$143,046.00
4	3 CY COMMERCIAL BIN SLANT TOP	60	\$950.00	\$57,000.00	\$990.00	\$59,400.00	\$924.54	\$55,472.40
5	4 CY COMMERCIAL BIN FLAT TOP	150	\$1,085.00	\$162,750.00	\$1,095.00	\$164,250.00	\$1,062.28	\$159,342.00
6	4 CY COMMERCIAL BIN SLANT TOP	95	\$1,085.00	\$103,075.00	\$1,095.00	\$104,025.00	\$1,045.79	\$99,350.05
7	6 CY COMMERCIAL BIN SLANT TOP	145	\$1,508.00	\$218,660.00	\$1,350.00	\$195,750.00	\$1,322.24	\$191,724.80
8	8 CY COMMERCIAL BIN SLANT TOP	240	\$1,677.00	\$402,480.00	\$1,600.00	\$384,000.00	\$1,570.56	\$376,934.40
9	CASTER SET OF 4	25	\$55.00	\$1,375.00	\$48.00	\$1,200.00	\$84.00	\$2,100.00
10	DELIVERY	1	\$62,400.00	\$62,400.00	\$113,088.00	\$113,088.00	\$53,238.00	\$53,238.00
	TOTAL BID			\$1,203,860.00		\$1,229,713.00		\$1,135,876.25
			BOX GANG MANUFACTURING		ROLL OFF USA		WASTEQUIP MANUFACTURING COMP.	

City of Weslaco, Texas

Wastequip Bid Response



Bid No.: 2020-21-34

Bid Title: Solid Waste Commercial Grade
Containers

Bid Due: August 26, 2021

Bid Opening Time: 10:00 am.

ORIGINAL



(Corporate Headquarters)

6525 Morrison Blvd., Suite 300

Charlotte, NC 28211

877.468.9278

www.wastequip.com

WASTEQUIP®

Corporate Profile

Founded in 1989, Wastequip was created to consolidate the fragmented and regionalized waste equipment manufacturing sector.

The vision was simple: to provide the rapidly growing base of large national haulers a one-stop shop for their most significant needs including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service needed to continue their growth.

To achieve this goal, Wastequip acquired the top companies and best brands, developing an expansive footprint of manufacturing and service facilities throughout North America.

Today headquartered in Charlotte, NC, Wastequip is the leading North American manufacturer of waste handling and recycling equipment. With over 2,300 employees and over 50 facilities, Wastequip has built a reputation for manufacturing expertise and product innovation. With the broadest portfolio of products on the market today, Wastequip is composed of the most well-respected brands in the waste management industry including:

- **Wastequip** brand compactors, balers, steel containers and environmental containers
- **Toter** brand plastic carts and containers
- **Galbreath** brand hoists, container handlers and trailers
- Tarping systems, sold through our **Mountain Tarp** and **Pioneer** brands
- Refuse trucks manufactured by **Amrep**
- Technology solutions for project, asset management, and service via **wasteware**
- OEM and aftermarket parts sold through **Wastebuilt**
- **ConFab** steel, grease, and material handling containers
- Service, maintenance, and components as provided by **WastequipWRX**
- Waste management services provided by **ContainerPros**

Wastequip's North American footprint allows us to serve customers on a local level and creates economies of scale not possible with smaller manufacturers.

Wastequip maintains strong partnerships with large national haulers, as well as many of the smaller regional and local players and our products are currently in use in thousands of municipalities across the country.



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

SOLID WASTE COMMERCIAL GRADE CONTAINERS VARIED SIZES - RFB No.: 2020-21-34

Addendum No.: 2

AUGUST 20, 2021

Notice is hereby given to all prospective respondents of the following:

1. On the pricing sheet please confirm that the "with Casters" column is for a price for "Per Set of Casters" and that this price will be added to either the unit price for the Slant or Flat style container depending on what the City needs.

See Revised Cost Factor Sheet

2. Line 8) Delivery. The City stated this should be a Lump Sum price; however that sum may be different if buying slants or flats. Is the City planning on mixing the styles?

See Revised Cost Factor Sheet

3. Concerning the PO issuance, is the City confident that a PO will be issued NLT 9-10-21 4. Due to size and shipping restrictions concerning the different style containers (Slants vs Flat) a LUMP SUM price cannot be accurately calculated until actual quantities of each size and style is determined. Will the City please provide an estimated quantity needed for each size in each style. Most specifically the 2 CY thru 4 CY. A quantity for Bid Purposes is needed to ensure that all bidders are quoting the same way which will provide the City a way to fairly evaluate each bid.

See Revised Cost Factor Sheet

4. Do you require flat bottom containers or channel attached to bottom?

Yes to channel bottom to increase longevity of container

5. Stencil or Decal needed? **No**

6. Side Door requirements option Steel or Poly? **Side doors omitted from bid**

/s/ Homer Rhodes,
hrhodes@weslacotx.gov
Purchasing Agent

Acknowledged by Firm: Larry Harvey date: 8-25-21
Larry Harvey, VP-Finance Operations
255 S. KANSAS AVE. ■ WESLACO, TEXAS 78596-6285 ■ 956-968-3181 ■ WWW.WESLACOTX.GOV

CITY OF WESLACO

REVISED - COST FACTOR SHEET FOR COMMERCIAL BINS

RFB No.: 2020-21-34

Bid by vendor:

Wastequip Manufacturing Company LLC (Bid Location) 841 Meacham Road, Statesville, NC 28677

Company Name	Address	City	State	Zip
800-424-0422 Ext 09587	mjenkins@wastequip.com		NC	8-25-21
Phone No.	E-mail	Signature	Date	

	COMMERCIAL BIN DESCRIPTION	UNITS	UNIT PRICE	EXTENDED TOTAL
1	2 CY COMMERCIAL BIN FLAT TOP WQ Item #125540	50	\$780.98	\$39,049.00
2	2 CY COMMERCIAL BIN SLANT TOP WQ Item #125541	20	\$780.98	\$15,619.60
3	3 CY COMMERCIAL BIN FLAT TOP WQ Item #125532	150	\$953.64	\$143,046.00
4	3 CY COMMERCIAL BIN SLANT TOP WQ Item #125543	60	\$924.54	\$55,472.40
5	4 CY COMMERCIAL BIN FLAT TOP WQ Item #125533	150	\$1,062.28	\$159,342.00
6	4 CY COMMERCIAL BIN SLANT TOP WQ Item #125544	95	\$1,045.79	\$99,350.05
7	6 CY COMMERCIAL BIN SLANT TOP WQ Item #125534	145	\$1,322.24	\$191,724.80
8	8 CY COMMERCIAL BIN SLANT TOP WQ Item #125535	240	\$1,570.56	\$376,934.40
9	CASTER SET OF 4 WQ Item #CAS005	25	\$84.00	\$2,100.00
10	DELIVERY	1		\$53,238.00

total: \$1,135,876.25 **

**PLEASE SEE ATTACHED
"Wastequip Submittal Clarifications"
for additional details and
information concerning our
submittal.



Wastequip Submittal Clarifications for City of Weslaco, TX
Bid No.: 2020-21-34 for Solid Waste Commercial Grade Containers
Bid Date: August 26, 2021, at 10:00 am

Notes Concerning Product Specifications:

- Casters: Please note if casters are required IT MUST BE DISCLOSED AT TIME OF ORDER. If not disclosed and ordered AFTER time of manufacture, City will need to weld quick release caster pads on to bottom channel of containers requiring casters for container to accept the caster. Wastequip can add the caster pads to containers at time of order/manufacture for a \$22.00 per container up charge, if desired.
- Wastequip Standard container colors are provided on attached Wastequip Front Load Container Brochure.
- Parts listing as requested is included with bid package. This pricing does not include freight. Freight would be determined at time of order and is dependent on quantity ordered.

Wastequip meets or exceeds all other listed product specifications. *All products meet ANSI Accredited Standards that address safety, performance, and design compatibility requirements as well as compatibility dimensions for manufacturers so that containers can be safely used with refuse vehicles, and operational safety requirements.*

Notes Concerning Pricing:

Due to the volatility in the current steel market, WASTEQUIP PRICING WILL BE HELD FOR 45 DAYS AFTER BID OPENING AS PER BID. After which time, if awarded and a fully executed contract or purchase order is not received, Wastequip reserves the right to adjust pricing to the current AMM Index rates as described in the attached Long-Term Price Modifier.

Pricing listed is based on orders placed for the specified quantities of product listed in bid documents. Orders placed for other than these stated quantities may be subject to additional freight charges.

Notes Concerning Delivery:

The below delivery information is based on receipt of a City Purchase Order received NO LATER THAN SEPTEMBER 10, 2021, by Close of Business (5:00 PM EST).

1. Delivery of containers can be expected to begin on or around October 7, 2021.
2. Completion of delivery of containers can be expected on or around November 30, 2021.
3. City is to provide insight as to which size and style containers they may need delivered first.



4. Delivery will be made to one location. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.

PLEASE NOTE CONTAINERS WILL BE SHIPPED NESTED/STACKED TO SAVE ON FREIGHT CHARGES.

- Front Load Containers: Containers will be nested meaning one container will be stacked on top of another container. Stacks may consist of 2 or more containers, depending upon size and quantity ordered. Upon delivery and offloading customer will need to install container lids. Touch up paint will be provided up request.



COVER AND LONG-TERM PRICE MODIFIER LETTER

Thank you for allowing Wastequip to provide you with pricing for your project. Wastequip has reviewed the City of Weslaco, TX bid labeled 2020-21-34 with a bid opening date of August 26, 2021 at 10:00 am.

Wastequip has listed on our inserted Note to Pricing page, equipment specification deviations, if any, and additional comments pertaining to price validity period, delivery timeframe and shipping information. Additional information concerning price validity is also listed below and on the attached Long Term Price Modifier.

As you know, our industry is a commodity-based industry. Every product we manufacture is based on pricing driven by the American Metals Market (AMM) Indices. Due to fluctuations in the raw material prices, as based on the AMM, and our inability to absorb raw material cost increases, Wastequip may adjust the pricing of our products on a routine basis in accordance with the Long-Term Price Modifier. **Wastequip does not acknowledge other indices to reflect market conditions.**

Wastequip issues, with each bid, a Long-Term Price Modifier, which outlines our standard practices concerning the ever-fluctuating steel market. This modifier not only protects Wastequip from vast fluctuations in steel price increases but also serves as a cost saving measure for the purchaser, should a decrease in steel pricing occur.

Wastequip will hold bid pricing for a (45) day period from date of bid opening. At award and at (30) day intervals following award, product pricing will be evaluated at time of purchase against awarded contract pricing. Should a decrease/increase occur at time of purchase and within the limits stated in the Long-Term Price Modifier, the selling price may be adjusted accordingly at Wastequip's discretion. Please review the Long-Term Price Modifier for full details.

Supporting documentation included with our bid proposal includes our Corporate Profile, which outlines important information concerning our company and our continued commitment to fulfilling the needs of our customers. We have included for reference our product brochure and the Product Limited Warranty Statement. Also attached is our Point of Contact sheet providing easy reference for you to contact key Wastequip personnel as well as our W-9 and Evidence of Insurance.



COVER AND LONG-TERM PRICE MODIFIER LETTER

Again, Wastequip appreciates the opportunity to respond to this solicitation. And we thank you for taking the time to review the enclosed bid submission. Should you have any questions please do not hesitate to contact me at the number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Jenkins".

Marya M. Jenkins
Bids/Contracts Specialist
Direct: (800) 424-0422 Ext 09587
Email: MJenkins@wastequip.com



LONG TERM PRICE MODIFIER

1. **Fixed Pricing:** The Wastequip equipment pricing contained herein shall be effective for a period of **forty-five (45) days** beginning on the bid opening date. **After which, Wastequip reserves the right to review and adjust pricing to current market conditions, at its discretion.** Price reviews and adjustments may only occur in the case of movements in the market price of A36 Hot Rolled Steel as reported by the American Metals Markets ("AMM"), and then, only as prescribed below. **Wastequip does not acknowledge any other indices to reflect market conditions.**
2. **Commodity Index Price Adjustments:**
 - a. **Reviews** will occur at time of order or at the end of each calendar month. Any price adjustment will be effective at time of review.
 - b. **Triggers** to affect a price adjustment will be an increase or decrease of 5% or more of the previous sixteen (16) week average price in the market price of A36 Hot Rolled Steel from the then current index baseline, rounded to the nearest one-half of one percent (0.005).
 - c. **Setting the Baseline**
 - i. Price Source: American Metals Markets (<http://amm.com>)
 - ii. Commodity: A36 Hot Rolled Steel
 - iii. Initial Index Baseline: **\$77.00/cwt (13 May 2021)**
 - iv. Trigger: Increase/Decrease of 5%
 - v. Product Price Impact: Based on # pounds of steel in container
 - vi. First Review Date: Upon Execution of Agreement, TBD
 - vii. Comparisons: On each review date, the previous sixteen (16) week averaged price of A36 Hot Rolled Steel will be compared to the then applicable index baseline.
 - viii. Price Change Date: Any price adjustment calculated using this schedule will be effective at time of review.
 - d. **Initial Index Baseline** for purposes of the 2021 Sourcing Event shall be **\$77.00/cwt (13- May-2021)** Prior to executing an agreement, pricing will be adjusted as prescribed by the triggers and formulas discussed herein, if it is warranted.



3. **Commodity Index Price Adjustment Formula:** The steel container price adjustment is equal to the weight of each respective container multiplied by the price change in the AMM, depicted by the following formula:

$$\text{Product Weight} \times [(\text{Current AMM Index} - \text{Baseline AMM Index}) \times (1 \text{ lb./100 cwt})] = \text{Product Price Adjustment}$$

4. **Commodity Index Price Adjustment Examples:** The following examples show the calculation of the purchase price adjustment as a result of moving from a \$28.0 cwt baseline AMM Index down to \$26.6 cwt and up to \$29.4cwt AMM Index.

a. Example # 1 Decrease Assumptions: 6-yard slant container weighs 900 pounds and costs \$600 when the baseline price was based on \$28.0 AMM.

- i. If previous sixteen (16) week average AMM Index moved to \$23.0/cwt (17.85% decrease > 5% Band), then:
- ii. $(900 \text{ lbs.}) \times [(\$23.0 \text{ cwt} - \$28.0 \text{ cwt}) \times (1 \text{ lb./100 cwt})] = -(\$45.00)$
- iii. New Price = \$600 - \$45 = \$555
- iv. New (future) Baseline = \$23.0/cwt

b. Example # 1 Increase Assumptions: 6-yard slant container weighs 900 pounds and costs \$600 when the baseline price was based on \$28.0 AMM.

- i. If previous sixteen (16) week average AMM Index moved to \$33.0/cwt (17.85% increase > 5% Band), then:
- ii. $(900 \text{ lbs.}) \times [(\$33.0 \text{ cwt} - \$28.0 \text{ cwt}) \times (1 \text{ lb. /100 cwt})] = \45.00
- iii. New Price = \$600 + \$45 = \$645
- iv. New (future) Baseline = \$33.0/cwt



CITY OF WESLACO

Invitation to Bid SOLID WASTE COMMERCIAL GRADE CONTAINERS – VARIED SIZES RFB No.: 2020-21-34

Electronic “sealed” bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, via electronic “BIDNET” link until **10:00 A.M.** on **August 26, 2021**, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in bid document).

Potential Bidders/Respondents are advised that the bid documents can be downloaded from the City of Weslaco bid stream web page address: <https://www.bidnetdirect.com/texas/cityofweslaco> and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. **Be advised that this website is the primary source of all bid documents. Obtaining bid information from a third-party planning room may lead to incomplete submissions. This website must be monitored regularly for addendums and/or bid notices. Bidders are responsible for obtaining all the necessary information required for a compliant bid.**

A non-mandatory Zoom pre-bid conference will be conducted by the city on August 19, 2021 at 10:00 AM (Zoom link provided in bid document).

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

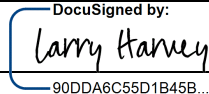
City of Weslaco
Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **SOLID WASTE COMMERCIAL GRADE CONTAINERS - VARIED SIZES RFB No.: 2020-21-34** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **August 26, 2021** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov

Name: <u>Larry Harvey</u>	Signature: <u></u>
(print / contact person)	
Title: <u>VP-Finance Operations</u>	Company/Agency: <u>Wastequip Manufacturing Company LLC</u>
Mailing Address: <u>(Bid Location) 841 Meacham Road</u>	City/State/Zip: <u>Statesville, NC 28677</u>
Phone: <u>800-424-0422 Ext 09587</u>	Fax: <u>833-930-1124</u>
Email Address: <u>mjenkins@wastequip.com</u>	

Bid No.: 2020-21-34

**CITY OF WESLACO
REQUEST FOR BID NO.: 2020-21-34
SOLID WASTE COMMERCIAL GRADE CONTAINERS – VARIED SIZES
INSTRUCTIONS TO BIDDERS**

IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE AND GOVERN THE PURCHASE PRICE OF SOLID WASTE COMMERCIAL GRADE CONTAINERS REQUESTED. PROSPECTIVE BIDDERS ARE TO FILL THE FOLLOWING BLANK FORMS AND SUBMIT WITH THEIR BID.

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes, at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

MINIMUM SPECIFICATIONS:

1. Bid shall be submitted properly marked / identified in a PDF file via BIDNET link. Each form must be completely filled out. Bid must be filed with the City of Weslaco before opening day and hour. Bids submitted past the set deadline will not be accepted. Failure to meet request for Bid requirements may be grounds for disqualification.
2. Bid MUST give full firm name and address of respondent and be manually signed. Failure to do so will disqualify your Bid. Person signing Bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.** Firm name and authorized signature must appear on each page that calls for this information.
3. Electronic bids must be submitted through BIDNET portal: <https://www.bidnetdirect.com/texas/cityofweslaco> before deadline and **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco. **A ZOOM bid opening meeting will be conducted soon after bid deadline on 8/26/2021: Time: Aug 26, 2021 10:00 AM Central Time (US and Canada)**
Join Zoom Meeting
<https://us02web.zoom.us/j/84842253652?pwd=SHRkOVdFWXp4UURnSnhvRXZsdUFmUT09>
Meeting ID: 848 4225 3652
Passcode: 812574 / 888-788-0099
4. It is the responsibility of the Supplier to verify that the meet specifications. Failure to do so or failure of the product itself will cause to cancel all existing or pending order. The City of Weslaco reserves the right to request demonstrations and view/inspect the Front-End-Load Commercial Containers at the City's discretion to confirm the quality. Any deviation from these instructions will be subject to Bid cancellation.

- 5 In order for the City to meet its needs, it is understood that during the period of the contract, should the successful bidder be unable to supply the Front-End-Load Commercial Containers No.: 2020-21-34 as requested, the City reserves the right to obtain the product from available sources.
6. Bids shall be analyzed on a total dollar value and what is considered the best value and most advantageous to the City (as allowed in Local Government Code 252.043).
7. It shall be the legal obligation of the bidder during the term of the contract, to notify the Purchasing Office of any price decrease in the market and accordingly, reduced prices will be in effect with appropriate documentation as described above.
8. The bidder agrees to indemnify and hold harmless the City of Weslaco from all suits and actions of every nature and description brought against, for or on account of the use of patented appliances, products or processes. Awarded bidder/vendor shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request from Purchasing Office, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
9. Bidder shall carefully examine the Bid forms, requirements/specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from Bid forms, specifications or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office, Weslaco City Hall, 956.447.2240 and obtain clarification by addendum prior to submitting any Bids. **Request for Information (RFI) deadline is 8/20/21 at 10:00 AM**
10. **Addenda and Interpretations / Pre-Bid Meeting:**
No Interpretations of the meaning of the specifications or other pre-bid documents will be made orally to any bidder. **RFI's must be emailed in writing addressed to Homer Rhodes** hrhodes@weslacotx.gov or through BIDNET Q&A link and to be given consideration must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda for specifications which, if issued, will be posted on City website: <https://www.bidnetdirect.com/texas/cityofweslaco> (at the respective addressed furnished for such purposes), not later than three (3) days prior to the *date fixed for the opening of bids*. *Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.* **A ZOOM / non mandatory Pre-Bid Meeting will be held on 8/19/2020:**
Time: Aug 19, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82767636591?pwd=Z2tzVXIyQUxKU2VaNzBkUHEzUUVDUT09>

Meeting ID: 827 6763 6591

Passcode: 943209 / 888-788-0099

11. The City of Weslaco reserves the right to refuse and reject any or all bids and to waive any or all informalities or technicalities and to accept the bid to be the best value and most advantageous (**as allowed in Local Government Code 252.043**) to the City and to hold the Bids for a period of forty-five (45) days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

SPECIFICATIONS
RFB 2020-21-34
SOLID WASTE COMMERCIAL GRADE CONTAINERS

SCOPE

It is the intent of these specifications to describe a Front-End-Load Commercial Container by City of Weslaco. All parts not specifically mentioned which are necessary to provide a complete Front-End-Load Commercial Container, shall be included in the bid and shall conform to the standards and quality of materials and workmanship generally provided by the industry. All specifications are considered minimum unless otherwise indicated. Front-End-Load Commercial Containers exceeding the minimum specifications will be considered.

FREIGHT/DELIVERY

Delivery of Solid Waste Commercial Grade Containers are to be delivered by the awarded vendor to the City of Weslaco and delivery charge of all containers must be indicated on **item #8 on Bid Cost Factor Sheet as a lump sum..**

COLOR

City of Weslaco will choose from the manufacture's standard color options after the bid is awarded for Front-End-Load Commercial Containers. Unspecified colors shall be quoted as standard colors, NOT colors that require up charges.

CONDITION

The successful bidder shall be responsible for delivery of Front-End-Load Commercial Containers that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Fully serviced
- Complete lubrication (if required)
- Lids/covers in working order
- Lock bars in working order

WARRANTY

Warranty information to be submitted with the bids for 100 percent coverage of parts and labor and indicating length of time of warranty with the warranty starting date being the date of acceptance of the trailer by City of Weslaco. Please state the Manufactures Standard Warranty.

DELIVERY DATE

City of Weslaco prefers that the Front-End-Load Commercial Containers be delivered starting by November 1, 2021. Should this not be possible please indicated this on the price and delivery form. Being able to meet this delivery date will be a factor in the award of this bid. In addition to equipment specified, Front-End-Load Commercial Containers shall be equipped with all standard equipment as specified by the manufacturer for each model or size.

TOTAL COST OF OWNERSHIP WILL BE CONSIDERED

City of Weslaco will award to the lowest and most advantageous bid submitted. This will include a consideration of the total cost of ownership (maintenance, resale value, etc.) as well as delivery time.

SPECIFICATIONS:**Minimum Specifications:**

Front-End-Load Commercial Containers

Comply ☒ Yes No

Floor: 10-gauge steel

Comply ☒ Yes No

Sides and ends: 12-gauge steel

Comply ☒ Yes No

Lids: (2) poly/plastic lids. (Indicate plastic thickness)

Comply ☒ Yes No

Lock: Lock bar must release when bin is being emptied

Comply ☒ Yes No

Drains: (1) 1" weld flanges

Comply ☒ Yes NoFinish: Primed inside and out with oxide primer
Exterior coated Industrial quality paint
(Color to be determined by owner)Comply ☒ Yes No

Casters: option with 2cy, 3cy, 4cy

Comply ☒ Yes No**Approximate Order Quantities**

2 cy Commercial Bin 70

3 cy Commercial Bin 210

4 cy Commercial Bin 245

6 cy Commercial Bin 145

8 cy Commercial Bin 240

CITY OF WESLACO
SOLID WASTE COMMERCIAL GRADE CONTAINERS
RFB NO.: 2020-21-34
BID AGREEMENT FORM

The Wastequip Manufacturing Company LLC (bidder), having read the specifications, proposes to furnish **SOLID WASTE COMMERCIAL GRADE CONTAINERS VARIES SIZES** for the full and firm agreed price and within a favorable delivery time, in full compliance with the specifications.

Respectfully submitted this 25 day of August, 2021

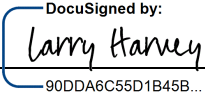
The undersigned affirms that they are duly authorized to execute this price agreement / contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: Wastequip Manufacturing Company LLC

Address: (Bid Location) 841 Meacham Road

City/State/Zip: Statesville, NC 28677

Phone Number: 800-424-0422 Ext 09587 Fax Number: 833-930-1124

Authorized Signature:  Title: VP-Finance Operations

DocuSigned by:

90DDA6C55D1B45B...

Larry Harvey

Print Name

E-mail mjenkins@wastequip.com

**CITY OF WESLACO
SOLID WASTE COMMERCIAL GRADE CONTAINERS**

**RFB NO.: 2020-21-34
BID COST FACTOR SHEET**

PROPOSED BY:

Wastequip Manufacturing Company LLC (Bid Location) 841 Meacham Road, Statesville, NC 28677

Company Name	Address	City/State/Zip
800-424-0422 Ext 09587	mjenkins@wastequip.com	DocuSigned by: <i>Larry Harvey</i>
Phone Number	E-Mail	Authorized Signature Larry Harvey, VP-Finance Operations

Total Fixed Price Valid for 45 days

	Slant Top	Flat Top	with Casters
1) 2 cy Commercial Bin Unit Price	\$ _____	\$ _____	\$ _____ Per Caster Set
2) 3 cy Commercial Bin Unit Price	\$ _____	\$ _____	\$ _____ Per Caster Set
3) 4 cy Commercial Bin Unit Price	\$ _____	\$ _____	\$ _____ Per Caster Set
4) 6 cy Commercial Bin Unit Price	\$ _____	\$ No Bid	\$ N/A
5) 6 cy Commercial Bin w/Side Door	\$ N/A	\$ _____	\$ N/A
6) 8 cy Commercial Bin Unit Price	\$ _____	\$ No Bid	\$ N/A
7) 8 cy Commercial Bin w/Side Door	\$ N/A	\$ _____	\$ N/A

8) Delivery "910" units Delivered to Weslaco, Texas \$ SEE ADDENDUM 2 BID FORM
FOR PRICING

Submit a list of the replacement parts list with current pricing.



Picture above is a sample of the locks we are requiring on all commercial bins or similar.



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10204784

Sell To:

Contact Name	David Arce	Ship To Name	City of Weslaco
Bill To Name	City of Weslaco	Ship To	255 S Kansas Ave
Bill To	255 S Kansas Ave Weslaco, TX 78596-6158 USA		Weslaco, TX 78596-6158 USA
Email	darce@weslacotx.gov		
Phone	(956) 968-3181		
Mobile	(956) 793-8735		

Quote Information

Salesperson	Olivia Ramirez	Created Date	8/23/2021
Salesperson Email	oramirez@wastequip.com	Expiration Date	9/6/2021
Salesperson Phone	(800) 242-0122	Quote Number	WQ-10204784
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Containers - TX - AUTO SIDE	Lid Lock - Automatic Serious Side Mount, Installed	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$69.00	\$69.00
Front Load lid rod 75 7/8"	Front Load lid rod 75 7/8"	Front Load Hinge Rod Assembly Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$14.00	\$14.00
PL3741SWDL	Lid: Side to Side=37, Front to Back=41, Wall Type=Single, Lip=DL, Color=Black	Price Each for Lid for 2 CY Front Load Containers Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$26.00	\$26.00
PL3748SWDL	Lid: Side to Side=37, Front to Back=48, Wall Type=Single, Lip=DL, Color=Black	Price Each for Lid for 3 CY Front Load Containers Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$28.00	\$28.00
PL3758SWDL	Lid: Side to Side=37, Front to Back=58, Wall Type=Single, Lip=DL, Color=Black	Price Each for Lid for 4 CY, 6 CY, and 8 CY Front Load Containers Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$30.50	\$30.50
Containers - TX - CAS005	Castors - (4) 6" Phenolic Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed	Available for 2 CY, 3 CY, and 4 CY FEL's ONLY. DOES Require field application to weld on quick release caster pads if not included at time of order. Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$84.00	\$84.00
Containers - TX - CAS001	Castors - (4) Quick Release Caster Pads Installed	To be added to container price at time of order and manufacture or can be field welded by customer to accommodate quick release casters. Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered.	1.00	\$22.00	\$22.00
		Unit price does not include freight. Freight will be added			



Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 2 YD Flat Nestable 34 1/4" x 71"	1.00	\$288.00	\$288.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 3 YD Flat Nestable 42 1/4" x 71"	1.00	\$350.00	\$350.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 4 YD Flat 58 1/4" x 72 1/4"	1.00	\$425.00	\$425.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 2 YD Slant 34 1/4" x 71"	1.00	\$288.00	\$288.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 3 YD Slant 42 1/4" x 71"	1.00	\$350.00	\$350.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 4 YD Slant 50 1/4" x 71"	1.00	\$400.00	\$400.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with (2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY" 6 YD Slant 68 1/4" x 72 1/4"	1.00	\$450.00	\$450.00
Special Front Load -	Special Front Load - TX (See	Unit price does not include freight. Freight will be added at time of order and depends on quantity ordered. Wastequip Bottom: 12 ga. Replacement Bottom, with			



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10204784

TX (See Details for Product Information)	Details for Product Information)	(2) Formed 10 ga. channels 2 1/2" H x 3" W, with 6" Lip All Around (4) Sides, No Finish - "RAW STEEL ONLY"	1.00	\$510.00	\$510.00
		8 YD Slant 82 1/4" x 72 1/4"			
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	OPTION FOR BOTTOMS: 1.25" Drain Flange w/ Plug	1.00	\$14.00	\$14.00

Payment Terms Net 30 Days if credit has been established

Subtotal

Shipping Terms FOB Origin

Tax

Grand Total

Special Instructions

Special Instructions

Shipping Details

Estimated Lead Time To Be Determined At Time Of Order

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

FRONT END LOAD CONTAINERS



Steel Front End Load (FEL) Containers

Wastequip Front End Load Containers (FELs) are engineered using heavy gauge steel to withstand the stress of continued use. Standard models feature 12 gauge sides and 10 gauge bottoms, high density polyethylene lids and fully welded in-seams. Our heavy duty models have 10 gauge sides and 7 gauge bottoms for added strength and durability.

Containers are primed inside and outside to reduce corrosion. Wastequip containers meet ANSI safety specifications and dimensional standards for haulers. With locations throughout North America, Wastequip can meet your container needs quickly.

Styles: Flat, slant, hatchback and nestable (slant and flat)

Sizes: 2, 3, 4, 6, 8, and 10 cubic yards



FEATURES

1) FORK POCKETS:

- 3-way flared fork pockets protect from damage by the trucks forks and easily guides forks into the pockets
- Taco gussets welded to the bottom of the fork pockets help extend pocket life by providing added strength to the bottom of the pockets
- Fully welded pockets at critical stress points reduce fork damage and ensure long service life

2) CONSTRUCTION:

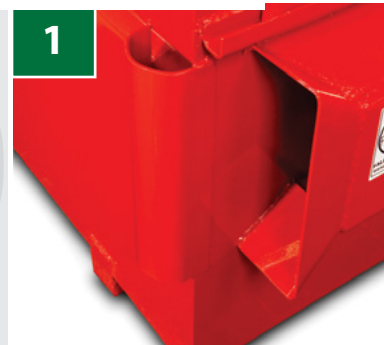
- Rounded bumper pads help prevent damage to the front of the container
- Floor channels are capped at both ends to prevent debris from getting inside and extend up the front and back walls to create extra support

2) CONSTRUCTION (CONT'D):

- Fully welded no-step gusset across the top of the fork pocket provides added safety and support
- Top edges are rounded and smooth for added safety during customer loading
- Interlocking top channel frame provides added strength
- Primed inside and outside to reduce corrosion
- Painted in one of several standard colors
- Nestable 2, 3 & 4 yard containers reduce shipping costs and required storage space

3) LIDS:

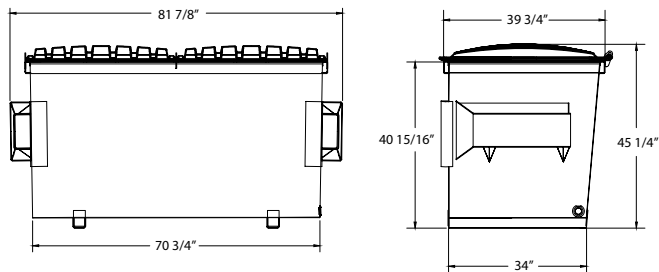
- Single wall, double lip lids ensure durability
- Optional lids upon request



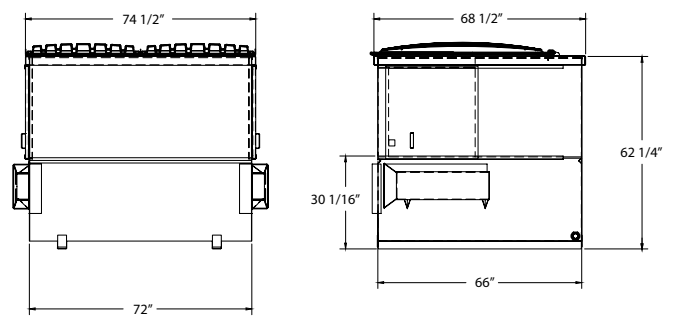
FRONT END LOAD CONTAINERS

FLAT TOP

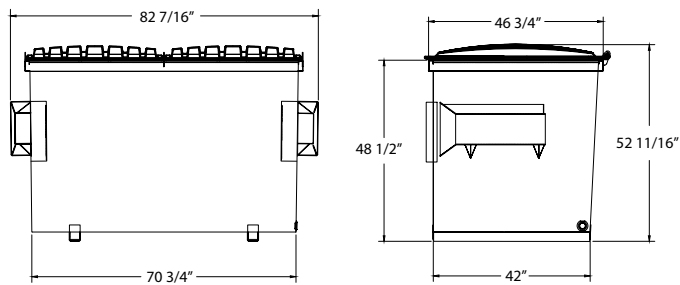
2 YARD FLAT NESTABLE



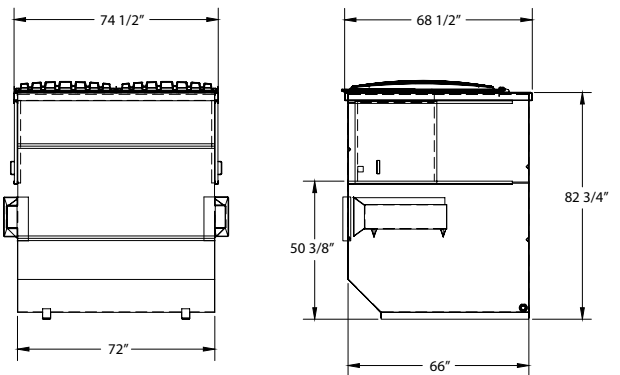
6 YARD FLAT



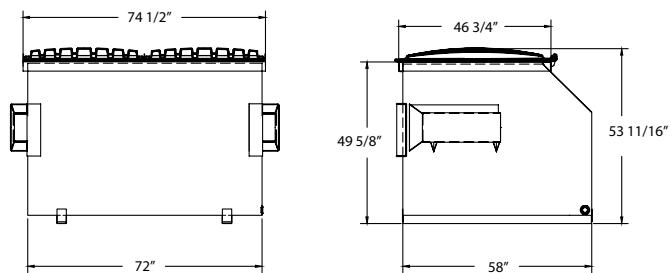
3 YARD FLAT NESTABLE



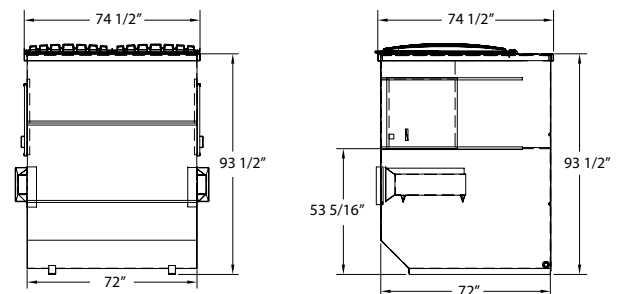
8 YARD FLAT



4 YARD FLAT



10 YARD FLAT



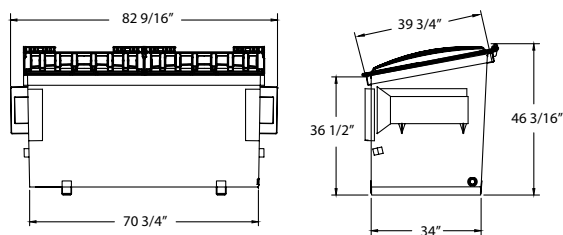
	2 YARD*	3 YARD*	4 YARD	6 YARD	8 YARD	10 YARD
48 ft. trailer flat / drop	42 / 52	28 / 36	18 / 18	8 / 14	8 / 8	7 / 7
53 ft. trailer flat / drop	45 / 57	32 / 42	20 / 20	9 / 16	9 / 9	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge
Bottom	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge
Weight	505 lbs.	602 lbs.	732 lbs.	971 lbs.	1,110 lbs.	1,543 lbs.

* Nestable

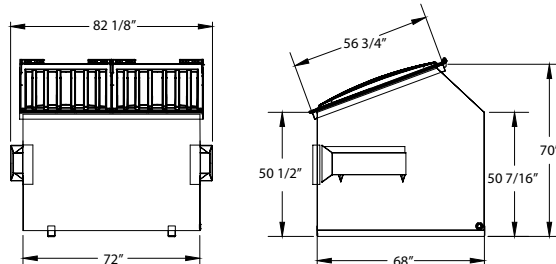
FRONT END LOAD CONTAINERS

SLANT TOP

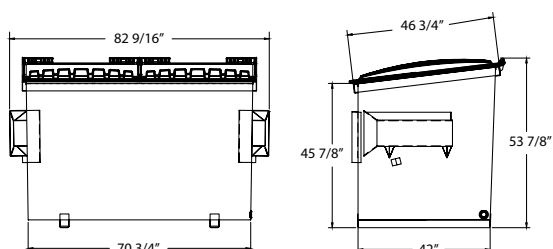
2 YARD SLANT NESTABLE



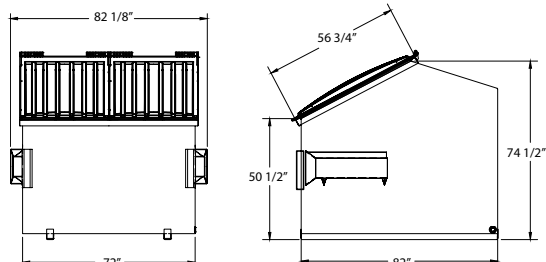
6 YARD SLANT



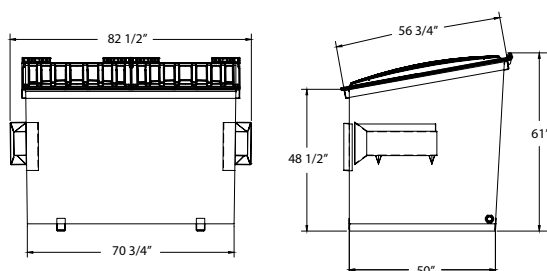
3 YARD SLANT NESTABLE



8 YARD SLANT



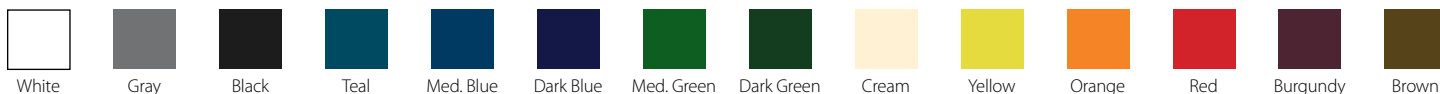
4 YARD SLANT NESTABLE



	2 YARD*	3 YARD*	4 YARD*	6 YARD	8 YARD
48 ft. trailer flat / drop	42 / 52	24 / 33	20 / 28	8 / 14	7 / 7
53 ft. trailer flat / drop	48 / 60	26 / 36	22 / 31	9 / 16	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge
Bottom	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge
Weight	504 lbs.	608 lbs.	709 lbs.	900 lbs.	1,103 lbs.

* Nestable

Standard Color Choices



Colors shown are as accurate as printing allows. The actual color is subject to variation from the printed color sample. Color choices vary by plant location. Please contact your local sales representative for available colors. Custom colors are available upon request and are subject to an additional charge.



Tel: 877.468.9278 | sales@wastequip.com | www.wastequip.com

Wastequip is the leading North American manufacturer of waste and recycling equipment for collecting, processing, and transporting recyclables and solid or liquid waste.

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REPLACEMENT CONTAINER BOTTOMS



Tel: 877-468-9278 | sales@wastequip.com
www.wastequip.com

Replacement container bottoms
**ADD YEARS OF SERVICE
LIFE** to containers and provide
SIGNIFICANT SAVINGS
versus replacing
the container.

Wastequip can produce
custom replacement
bottoms to fit **ANY**
front-load, rear-load,
or side-load container!

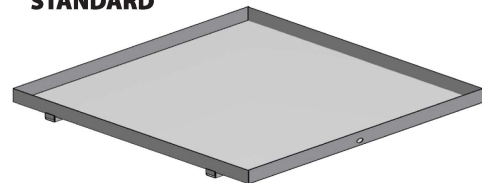


FEATURES & BENEFITS

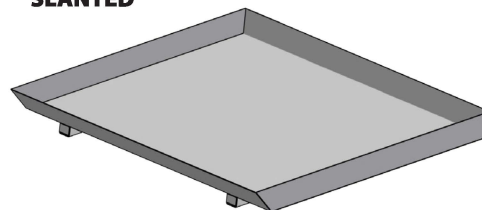
- Container bottoms can ship with your container shipment to save on shipping costs
- Container bottoms available for front-load, rear-load, and side-load containers
- Container bottoms can be manufactured in any of our steel plants for quick delivery
- Available in 12, 10, and 7 gauge
- Bottoms can be designed to your specifications
- Available in 6, 8, 10, 12 standard heights

AVAILABLE STYLES

STANDARD



SLANTED



WASTEQUIP, LLC

WASTEQUIP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Wastequip warrants only Products of its manufacture, sold by Wastequip, or by a Wastequip authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Wastequip's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Wastequip shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Wastequip makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Buyer a separate written certificate specifically warranting the Product. Buyer's must complete a Product Warranty Registration Form, where applicable (retaining a copy for Buyer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period, and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Wastequip warranties thereto (Buyers may also have other specific rights which vary from state to state).

Wastequip does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Wastequip does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Wastequip products without Wastequip authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Wastequip. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Wastequip does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Wastequip. Further, Wastequip does not warrant any Products that have had serial numbers removed, altered or defaced. Wastequip shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Wastequip, without separate compensation therefore, furnishes Buyer, Buyer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Wastequip to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Buyer, such sample, model or demonstration merely illustrates the general type and quality of Product, and is not to be construed as a representation. If Wastequip authorizes any labor costs associated herewith, such will be solely in accordance with Wastequip established labor rates. Authorization for repairs or related work on Products other than at a Wastequip facility or authorized service center must be through prior written consent by Wastequip; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Wastequip for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, in accordance with the Wastequip Terms and provided such Product is manufactured by Wastequip and deemed by Wastequip to be defective, Wastequip shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Buyer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Buyer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Wastequip may endeavor to assist Buyer or Buyer's customer in resolution. Wastequip will accept warranty claims only from the Buyer or in the event of Buyer's resale, redistribution, installation or other similar action, unless otherwise noted, from Buyer's customer, end user or third party that directly purchased the Product through a legitimate action. Wastequip reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Wastequip Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.

In any action brought against Wastequip, regardless of the form or forum, Wastequip shall not be liable to Buyer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Wastequip in favor of Buyer, end user, customer or any third party exceed the amount paid to Wastequip by Buyer for the Product, to the extent allowed by law. Wastequip shall not indemnify Buyer, end user, customer or any third party from potential claims by or against a third party manufacturer or supplier. Further, Wastequip shall not indemnify Buyer, Buyer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Wastequip's Terms to fail of its essential purpose.

In the event of Buyer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Wastequip, Buyer shall merely and solely pass the applicable Wastequip limited warranties herein on to Buyer's customer, end user or third party, as applicable, but make no warranty on its own binding Wastequip, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of these Wastequip Terms and disclaimer of any Wastequip warranty, in writing or otherwise.

Buyer and Buyer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Buyer and as applicable, Buyer's customers, end users or third parties shall defend, indemnify and hold harmless Wastequip (and Wastequip's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "**Indemnified Parties**") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Wastequip and involving Buyer's and/or Buyer's customers', end users', or third parties' acts, omissions, negligence, misconduct, breach of Wastequip's Terms; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Buyer or Buyer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Buyer or its personnel and/or Buyer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Buyer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Buyer or its personnel and/or Buyer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive, but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Buyer and/or Buyer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Wastequip) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Buyer and/or Buyer's customers, end users, or third parties shall advise its employees,

WASTEQUIP, LLC

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THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND WASTEQUIP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY. DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THEREWITH; BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO BUYER OR ANY SERVICES PROVIDED TO BUYER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF WASTEQUIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BUYER'S AND/OR BUYER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST WASTEQUIP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN WASTEQUIP'S LIMITED WARRANTY SET FORTH HEREIN. WASTEQUIP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF BUYER AND BUYER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF WASTEQUIP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL WASTEQUIP BE LIABLE TO BUYER, BUYER'S CUSTOMER, END USER OR THIRD PARTY, WHETHER ARISING UNDER PERFORMANCE OF THE WASTEQUIP TERMS (OF WHICH THIS LIMITED AND CONDITIONAL WARRANTY IS A PART), OR BREACH OF SUCH TERMS, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF BUYER AND BUYER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

Wastequip Manufacturing Company Products

The warranty period for all Wastequip Manufacturing Company Products manufactured and provided by Wastequip Manufacturing Company or a Wastequip Manufacturing Company authorized distributor is for a period of twelve (12) months from date of shipment from the Wastequip Manufacturing company designated shipping point, unless otherwise specifically indicated as follows:

- Self-Contained Compaction Equipment
 - 255HD, 265X, SC1 and SC2 – 3 years structural, 2 years parts, 1 year labor; all dates from date of shipment from the Wastequip designated shipping point
 - 265XP, 265 XPHT, and 265IP – 5 years structural, 2 years parts, 1 year labor; all dates from date of shipment from the Wastequip designated shipping point
 - 365XSEE – 3 years structural, 3 years parts, 1 year labor; all dates from date of shipment from the Wastequip designated shipping point
 - All Other Self-Contained Models – 3 years structural, 1 year parts and labor; all dates are from date of shipment from Wastequip designated shipping point
 - For the first 3 months, Wastequip will provide normal operating adjustments for pressure settings, limit switches, timers, relays or fuses.
- Standard Compaction Equipment with Solid State Controller
 - Precrushers, Transfer and Mini-Transfer Stations – 1 year structural, parts and labor; all dates from date of shipment from the Wastequip designated shipping point
 - All other Stationary Compactor Models – 3 year structural, 1 year parts and labor; all dates from date of shipment from the Wastequip designated shipping point
- Steel Containers – 12 months from date of shipment from the Wastequip designated shipping point.
- Vertical Baler with Solid State Controller
 - 12 months structural, parts and labor from original date of installation or fifteen (15) months from date of shipment from the Wastequip designated shipping point, whichever occurs first.
 - For the first 3 months, Wastequip will provide normal operating adjustments for pressure settings, limit switches, timers, relays or fuses.
- Vertical Compactor
 - 12 months structural, parts and labor from original date of installation or fifteen (15) months from date of shipment from the Wastequip designated shipping point, whichever occurs first.
 - For the first 3 months, Wastequip will provide normal operating adjustments for pressure settings, limit switches, timers, relays or fuses.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
04/05/2021

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

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

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HPCC Parent, Inc. & Subsidiaries (See addendum) 6525 Morrison Blvd Suite 300 Charlotte NC 28211 USA	INSURER A: Iro	
	INSURER B: Lib	
	INSURER C: LM Insurance Corporation	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			IEPIC 04/01/2021	04/01/2021	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				04/01/2021	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		04/01/2021	04/01/2024	☒ PER STATUTE ☐ OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. FOR INFORMATION PURPOSES ONLY.

CERTIFICATE HOLDER
CANCELLATION

Wastequip, LLC 6525 Morrison Blvd., Suite 300 Charlotte NC 28211 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED HPCC Parent, Inc. & Subsidiaries
POLICY NUMBER See Certificate Number:		
CARRIER See Certificate Number:	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds

CURRENT LEGAL ENTITIES

HPCC Parent, Inc.
 HPCC Intermediate, Inc.
 Patriot Container Corp.
 Patriot Container Intermediate, LLC
 Patriot Container Acquisition Corp.
 Wastequip, LLC
 Toter, LLC
 Cusco Fabricators, LLC
 Confab Manufacturing Company, LLC
 WQD, LLC
 Parts Place, LLC
 Wastequip Manufacturing Company LLC
 Toter International I LLC
 Toter International II LLC
 Galbreath LLC
 Amrep, Inc.
 Amrep Manufacturing Company, LLC
 Container Pros, LLC

PRIOR LEGAL ENTITIES

Wastequip, Inc.
 Toter, Incorporated
 Toter, Inc.
 Cusco Fabricators, Inc.
 Galbreath, Inc.
 WQD, Inc.
 Parts Place, Inc.
 Wastequip Manufacturing Company Inc.
 Big Dumpster Acquisitions, Inc.
 Big Dumpster Holdings, Inc.
 Accurate Industries, Inc.

DBAs

Parts Place
 Go To Parts
 Wastequip Manufacturing Company
 Wastequip Manufacturing
 Galbreath
 Accurate Industries
 Accurate
 Accurate of Ohio
 Accurate of Canada
 Pioneer
 Mountain Tarp
 Wastequip Oregon
 Wastequip Tennessee
 Wastequip Indiana
 Wastequip Accurate
 Wastequip Texas
 Wastequip May Mfg Co
 May Manufacturing and Distribution Corp.
 Wastequip DBA Florida Can
 May Manufacturing
 May Fabrication
 May Fabricators
 May-Fab
 Mayfab
 Mayfab-Waste Equipment
 Wastequip/Mayfab
 May Properties
 Holt
 Holt Industries
 Holt Specialty Equipment
 Wastequip Mfg Co DBA Industrial Refuse Sales
 ContainerPros

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WASTEQUIP MANUFACTURING COMPANY LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 6525 MORRISON BLVD., SUITE 300 REMIT TO: WASTEQUIP LLC	Requester's name and address (optional)
	6 City, state, and ZIP code CHARLOTTE, NC 28211 PO BOX 603008	
7 List account number(s) here (optional) CHARLOTTE, NC 28260-3008		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	2		-	3	1	9	1	6	2
									4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Allen Bynum</i>	Date ► 1/1/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4618
From: Albert Aldana		
Subject: Discussion and consideration to approve bid tabulation for RFB 2020-21-30 Traffic Signal Improvements and award a contract to TRAF-TEX in the amount of \$422,862 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)		
Background: See Attached Memo.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
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 Albert Aldana Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of award of contract to TRAF-TEX in the amount of \$422,862.24.		
Attachments, if any: 09-01-21CC_Traffic Signals, BID TAB_SIGNALS, COST OF EACH SIGNAL WITH LOW BID		
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: September 1, 2021

TO: Mayor Suarez, City Commission
& City Manager Perez

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

SUBJECT: **RFB 2020-21-30**
TRAFFIC SIGNAL IMPROVEMENTS

This item under consideration pertains to the proposed Traffic Signal improvements advertised for the following intersections:

1. Bridge St at Pike Blvd (Modify Existing Traffic Signal)
2. Bridge St at 6th St (Modify Existing Traffic Signal)
3. Bridge St at 18th St (New Traffic Signal)
4. Westgate at 6th St (New Traffic Signal)

Three bids were received for the subject Traffic Signal Improvements RFB on August 13, 2021 by the bid deadline of 11:00 AM.

After tabulation of the bids, the lowest bid submitted was by TRAF-TEX, LLC in the amount of \$422,862.24. The second lowest bid was submitted by Austin Traffic Signals in the amount of \$434,861.10. The third lowest bid was submitted by The Levy Construction Company in the amount of \$482,632.75. See the attached Bid Tabulation.

I recommend acceptance of the lowest submitted by TRAF-TEX, LLC in the amount of **\$422,862.24.**

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

Sincerely,



BID TABULATION					ENGINEER'S ESTIMATE		AUSTIN TRAFFIC SIGNALS		THE LEVY CONST CO.		TRAF-TEX	
ITEM	CODE	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	66	\$250.00	\$16,500.00	\$225.00	\$14,850.00	\$180.00	\$11,880.00	\$144.00	\$9,504.00
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	26	\$260.00	\$6,760.00	\$275.00	\$7,150.00	\$270.00	\$7,020.00	\$162.00	\$4,212.00
500	6001	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$32,500.00	\$32,500.00	\$42,800.00	\$42,800.00	\$14,747.00	\$14,747.00
502	6001	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	5	\$2,000.00	\$10,000.00	\$850.00	\$4,250.00	\$4,800.00	\$24,000.00	\$3,714.51	\$18,572.55
618	6033	CONDT (PVC) (SCHD 40) (4")	LF	258	\$15.50	\$3,999.00	\$15.00	\$3,870.00	\$36.00	\$9,288.00	\$16.69	\$4,306.02
618	6059	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	398	\$23.75	\$9,452.50	\$40.00	\$15,920.00	\$69.00	\$27,462.00	\$25.89	\$10,304.22
620	6007	ELEC CONDR (NO. 8) BARE	LF	653	\$1.30	\$848.90	\$1.20	\$783.00	\$1.70	\$1,110.10	\$1.42	\$927.26
620	6009	ELEC CONDR (NO. 6) BARE	LF	56	\$1.10	\$61.60	\$1.40	\$78.40	\$2.10	\$117.60	\$1.69	\$94.64
620	6010	ELEC CONDR (NO. 6) INSULATED	LF	110	\$1.25	\$137.50	\$1.60	\$176.00	\$2.15	\$236.50	\$2.10	\$231.00
624	6002	GROUND BOX TY A (122311) W/APRON	EA	3	\$700.00	\$2,100.00	\$685.00	\$2,055.00	\$700.00	\$2,100.00	\$631.00	\$1,893.00
624	6010	GROUND BOX TY D (162922) W/APRON	EA	20	\$900.00	\$18,000.00	\$970.00	\$19,400.00	\$960.00	\$19,200.00	\$815.00	\$16,300.00
625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	240	\$2.00	\$480.00	\$2.90	\$696.00	\$5.50	\$1,320.00	\$1.86	\$446.40
625	6004	ZINC-COAT STL WIRE STRAND (5/16")	LF	240	\$2.00	\$480.00	\$3.20	\$768.00	\$5.50	\$1,320.00	\$1.79	\$429.60
628	6310	ELC SRV TY T 120-240 000 (NS) GS (N) TS (O)	EA	2	\$1,600.00	\$3,200.00	\$1,980.00	\$3,960.00	\$2,700.00	\$5,400.00	\$1,409.00	\$2,818.00
644	6076	REMOVE SM RD SN SUP&AM	EA	8	\$300.00	\$2,400.00	\$110.00	\$880.00	\$200.00	\$1,600.00	\$121.00	\$968.00
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	2	\$20,000.00	\$40,000.00	\$17,500.00	\$35,000.00	\$23,900.00	\$47,800.00	\$31,193.00	\$62,386.00
680	6004	REMOVING TRAFFIC SIGNALS	EA	1	\$2,000.00	\$2,000.00	\$2,150.00	\$2,150.00	\$8,400.00	\$8,400.00	\$5,967.00	\$5,967.00
680	6011	INSTALL HWY TRF SIG (UPGRADE)	EA	2	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00	\$5,500.00	\$11,000.00	\$2,776.00	\$5,552.00
682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	32	\$208.00	\$6,656.00	\$208.00	\$6,656.00	\$210.00	\$6,720.00	\$167.00	\$5,344.00
682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	16	\$220.00	\$3,520.00	\$208.00	\$3,328.00	\$210.00	\$3,360.00	\$167.00	\$2,672.00
682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	32	\$210.00	\$6,720.00	\$208.00	\$6,656.00	\$210.00	\$6,720.00	\$167.00	\$5,344.00
682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	32	\$220.00	\$7,040.00	\$208.00	\$6,656.00	\$210.00	\$6,720.00	\$167.00	\$5,344.00
682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	32	\$210.00	\$6,720.00	\$208.00	\$6,656.00	\$210.00	\$6,720.00	\$167.00	\$5,344.00
682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	16	\$220.00	\$3,520.00	\$208.00	\$3,328.00	\$210.00	\$3,360.00	\$167.00	\$2,672.00
682	6018	PED SIG SEC (LED) (COUNTDOWN)	EA	32	\$500.00	\$16,000.00	\$425.00	\$13,600.00	\$630.00	\$20,160.00	\$444.00	\$14,208.00
682	6049	BACK PLATE W/REFL BRDR (4 SEC)	EA	32	\$160.00	\$5,120.00	\$82.00	\$2,624.00	\$90.00	\$2,880.00	\$166.00	\$5,312.00
682	6060	BACK PLATE W/REFL BRDR (3 SEC)	EA	16	\$110.00	\$1,760.00	\$90.00	\$1,440.00	\$110.00	\$1,760.00	\$145.00	\$2,320.00
684	6010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	1,679	\$1.75	\$2,938.25	\$1.80	\$3,022.20	\$2.45	\$4,113.55	\$1.65	\$2,770.35
684	6012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	4,135	\$2.00	\$8,270.00	\$2.30	\$9,510.50	\$3.00	\$12,405.00	\$1.92	\$7,939.20
686	6029	INS TRF SIG PL AM (S) 1 ARM (28')	EA	1	\$7,000.00	\$7,000.00	\$7,175.00	\$7,175.00	\$7,800.00	\$7,800.00	\$7,185.00	\$7,185.00
686	6033	INS TRF SIG PL AM (S) 1 ARM (32')	EA	5	\$7,700.00	\$38,500.00	\$8,475.00	\$42,375.00	\$8,400.00	\$42,000.00	\$7,747.00	\$38,735.00
686	6037	INS TRF SIG PL AM (S) 1 ARM (36')	EA	2	\$8,850.00	\$17,700.00	\$8,790.00	\$17,580.00	\$8,950.00	\$17,900.00	\$8,061.00	\$16,122.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	32	\$750.00	\$24,000.00	\$675.00	\$21,600.00	\$650.00	\$20,800.00	\$607.00	\$19,424.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	4	\$3,000.00	\$12,000.00	\$2,560.00	\$10,240.00	\$2,500.00	\$10,000.00	\$3,088.00	\$12,352.00
6061	6001	GPS COMMUNICATIONS UNIT	EA	4	\$600.00	\$2,400.00	\$580.00	\$2,320.00	\$590.00	\$2,360.00	\$973.00	\$3,892.00
6292	6001	RVDS (PRESENCE DETECTION ONLY)	EA	16	\$5,200.00	\$83,200.00	\$7,288.00	\$116,608.00	\$5,300.00	\$84,800.00	\$6,639.00	\$106,224.00
GRAND TOTAL					\$397,483.75		\$434,861.10		\$482,632.75		\$422,862.24	

LOW BID



RFB 2020-21-30

TRAFFIC SIGNAL IMPROVEMENTS

COST OF EACH SIGNAL CONSIDERING LOW BID

08-16-2021

BID TABULATION				TRAF-TEX	LOCATION 1 Bridge@Pike		LOCATION 2 Bridge@6th St		LOCATION 3 Bridge@18th St		LOCATION 4 Westgate@6th St		TOTAL
ITEM	CODE	DESCRIPTION	UNIT	UNIT PRICE	TOTAL QTY	TOTAL COST	TOTAL QTY	TOTAL COST	TOTAL QTY	TOTAL COST	TOTAL QTY	TOTAL COST	TOTAL
416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	\$144.00	0	\$0.00	0	\$0.00	44	\$6,336.00	22	\$3,168.00	\$9,504.00
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	\$162.00	0	\$0.00	0	\$0.00		\$0.00	26	\$4,212.00	\$4,212.00
500	6001	MOBILIZATION	LS	\$14,747.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$14,747.00	\$14,747.00
502	6001	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	\$3,714.51	0	\$0.00	0	\$0.00	0	\$0.00	5	\$18,572.55	\$18,572.55
618	6033	CONDT (PVC) (SCHD 40) (4")	LF	\$16.69	4	\$66.76	110	\$1,835.90	50	\$834.50	94	\$1,568.86	\$4,306.02
618	6059	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	\$25.89	0	\$0.00	131	\$3,391.59	143	\$3,702.27	124	\$3,210.36	\$10,304.22
620	6007	ELEC CONDR (NO. 8) BARE	LF	\$1.42	2	\$2.84	244	\$346.48	191	\$271.22	216	\$306.72	\$927.26
620	6009	ELEC CONDR (NO. 6) BARE	LF	\$1.69	0	\$0.00	0	\$0.00	20	\$33.80	36	\$60.84	\$94.64
620	6010	ELEC CONDR (NO. 6) INSULATED	LF	\$2.10	0	\$0.00	0	\$0.00	40	\$84.00	70	\$147.00	\$231.00
624	6002	GROUND BOX TY A (122311) W/APRON	EA	\$631.00	0	\$0.00	1	\$631.00	1	\$631.00	1	\$631.00	\$1,893.00
624	6010	GROUND BOX TY D (162922) W/APRON	EA	\$815.00	0	\$0.00	8	\$6,520.00	5	\$4,075.00	7	\$5,705.00	\$16,300.00
625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	\$1.86	240	\$446.40	0	\$0.00	0	\$0.00	0	\$0.00	\$446.40
625	6004	ZINC-COAT STL WIRE STRAND (5/16")	LF	\$1.79	240	\$429.60	0	\$0.00	0	\$0.00	0	\$0.00	\$429.60
628	6310	ELC SRV TY T 120/240 000 (NS) GS (N) TS (O)	EA	\$1,409.00	0	\$0.00	0	\$0.00	1	\$1,409.00	1	\$1,409.00	\$2,818.00
644	6076	REMOVE SM RD SN SUP&AM	EA	\$121.00	0	\$0.00	0	\$0.00	4	\$484.00	4	\$484.00	\$968.00
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	\$31,193.00	0	\$0.00	0	\$0.00	1	\$31,193.00	1	\$31,193.00	\$62,386.00
680	6004	REMOVING TRAFFIC SIGNALS	EA	\$5,967.00	0	\$0.00	0	\$0.00	1	\$5,967.00	0	\$0.00	\$5,967.00
680	6011	INSTALL HWY TRF SIG (UPGRADE)	EA	\$2,776.00	1	\$2,776.00	1	\$2,776.00	0	\$0.00	0	\$0.00	\$5,552.00
682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	\$167.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	\$5,344.00
682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	\$167.00	4	\$668.00	4	\$668.00	4	\$668.00	4	\$668.00	\$2,672.00
682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	\$167.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	\$5,344.00
682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	\$167.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	\$5,344.00
682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	\$167.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	8	\$1,336.00	\$5,344.00
682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	\$167.00	4	\$668.00	4	\$668.00	4	\$668.00	4	\$668.00	\$2,672.00
682	6018	PED SIG SEC (LED) (COUNTDOWN)	EA	\$444.00	8	\$3,552.00	8	\$3,552.00	8	\$3,552.00	8	\$3,552.00	\$14,208.00
682	6049	BACK PLATE W/REFL BRDR (4 SEC)	EA	\$166.00	4	\$664.00	4	\$664.00	4	\$664.00	4	\$664.00	\$2,656.00
682	6060	BACK PLATE W/REFL BRDR (3 SEC)	EA	\$145.00	8	\$1,160.00	8	\$1,160.00	8	\$1,160.00	8	\$1,160.00	\$4,640.00
684	6010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	\$1.65	265	\$437.25	497	\$820.05	466	\$768.90	451	\$744.15	\$2,770.35
684	6012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	\$1.92	508	\$975.36	1,243.00	\$2,386.56	1,172.00	\$2,250.24	1,212.00	\$2,327.04	\$7,939.20
686	6029	INS TRF SIG PL AM (S) 1 ARM (28")	EA	\$7,185.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$7,185.00	\$7,185.00
686	6033	INS TRF SIG PL AM (S) 1 ARM (32")	EA	\$7,747.00	0	\$0.00	0	\$0.00	4	\$30,988.00	1	\$7,747.00	\$38,735.00
686	6037	INS TRF SIG PL AM (S) 1 ARM (36")	EA	\$8,061.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$16,122.00	\$16,122.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	\$607.00	8	\$4,856.00	8	\$4,856.00	8	\$4,856.00	8	\$4,856.00	\$19,424.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	\$3,088.00	1	\$3,088.00	1	\$3,088.00	1	\$3,088.00	1	\$3,088.00	\$12,352.00
6061	6001	GPS COMMUNICATIONS UNIT	EA	\$973.00	1	\$973.00	1	\$973.00	1	\$973.00	1	\$973.00	\$3,892.00
6292	6001	RVDS (PRESENCE DETECTION ONLY)	EA	\$6,639.00	4	\$26,556.00	4	\$26,556.00	4	\$26,556.00	4	\$26,556.00	\$106,224.00
GRAND TOTAL						\$52,663.21		\$66,236.58		\$136,556.93		\$167,069.52	\$422,526.24



Standardized Agenda Request Form

Date of Meeting: September 7, 2021		Agenda Item No. (to be assigned by CSO): 2021-4622
From: Albert Aldana		
Subject: Discussion and consideration to approve bid tabulation for RFB 2020-21-31 Sidewalk Improvements and award a contract to La Frontera Special Projects, LLC in the amount of \$102,800 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department).		
Background: See attached memo.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
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 of the award of a contract to La Frontera Special Projects in the amount of \$102,800.00.		
Attachments, if any: 09-01-21CC_Sidewalks, BID TAB_SIDEWALKS_f		
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: September 1, 2021

TO: Mayor Suarez, City Commission
& City Manager Perez

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

SUBJECT: **RFB 2020-21-31
SIDEWALK IMPROVEMENTS**

This item under consideration pertains to proposed sidewalk improvements throughout the City of Weslaco.

Six bids were received for the subject Sidewalk Improvements RFB on August 13, 2021 by the bid deadline of 11:00 AM.

After tabulation of the bids, the lowest bid submitted was by La Frontera Special Projects, LLC in the amount of \$107,600. The second lowest bid was submitted by Celso Gonzalez Construction in the amount of \$127,995.00. The third lowest bid was submitted by Hochemont, LTD in the amount of \$141,040. See the attached Bid Tabulation for full report.

A discrepancy was found in the total amount indicated by the lowest bidder. A summation of the total bid items shows that the correct bid amount should be \$102,800.00 instead of \$107,600.00.

I recommend acceptance of the lowest submitted by La Frontera Special Projects, LLC in the amount of **\$102,800.00**.

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

Sincerely,

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



RFB 2020-21-31
WESLACO SIDEWALK IMPROVEMENTS
BID TABULATION

08-16-2021

BID TABULATION				ENGINEER'S ESTIMATE		Araiza General Construction		Celso Gonzalez Construction, Inc.		HOLCHEMONT, LTD		RDH Site & Concrete, LLC		La Frontera Special Projects, LLC		Artillery, LLC	
ITEM	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
104	REMOVING CONC (SIDEWALKS)	SY	100	\$15.00	\$1,500.00	\$36.00	\$3,600.00	\$25.20	\$2,520.00	\$20.80	\$2,080.00	\$30.00	\$3,000.00	\$13.00	\$1,300.00	\$36.00	\$3,600.00
500	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$22,470.00	\$22,470.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$2,000.00	\$2,000.00	\$6,420.00	\$6,420.00	\$9,100.00	\$9,100.00	\$8,800.00	\$8,800.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
531	5' CONCRETE SIDEWALK (4")	SY	1500	\$35.00	\$52,500.00	\$126.94	\$190,417.00	\$47.25	\$70,875.00	\$64.00	\$96,000.00	\$60.00	\$90,000.00	\$35.00	\$52,500.00	\$72.00	\$108,000.00
531	5' CONCRETE SIDEWALK W/RETAINING CURB	SY	100	\$50.00	\$5,000.00	\$193.30	\$19,330.00	\$58.80	\$5,880.00	\$88.00	\$8,800.00	\$70.00	\$7,000.00	\$37.00	\$3,700.00	\$126.00	\$12,600.00
531	PEDESTRIAN CURB RAMP (TY 1)	EA	4	\$1,200.00	\$4,800.00	\$2,812.75	\$11,251.00	\$1,015.00	\$4,060.00	\$300.00	\$1,200.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00
531	PARALLEL CURB RAMP (TY 2)	EA	4	\$1,200.00	\$4,800.00	\$2,812.75	\$11,251.00	\$1,015.00	\$4,060.00	\$600.00	\$2,400.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
531	BLENDED TRANSITION FLUSH LANDING (TY 5)	EA	4	\$2,000.00	\$8,000.00	\$4,039.00	\$16,156.00	\$2,030.00	\$8,120.00	\$600.00	\$2,400.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
531	COMBINATION CURB RAMP (TY 6)	EA	4	\$1,100.00	\$4,400.00	\$1,947.50	\$7,790.00	\$1,050.00	\$4,200.00	\$640.00	\$2,560.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
531	DIRECTIONAL RAMP (TY 7)	EA	4	\$1,400.00	\$5,600.00	\$2,091.75	\$8,367.00	\$1,190.00	\$4,760.00	\$640.00	\$2,560.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00
531	DIRECTIONAL RAMP (TY 8)	EA	4	\$1,400.00	\$5,600.00	\$2,091.75	\$8,367.00	\$1,330.00	\$5,320.00	\$640.00	\$2,560.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
530	DRIVEWAY RAMPS	SY	100	\$35.00	\$3,500.00	\$155.81	\$15,581.00	\$56.00	\$5,600.00	\$76.80	\$7,680.00	\$80.00	\$8,000.00	\$35.00	\$3,500.00	\$100.00	\$10,000.00
GRAND TOTAL				\$106,200.00		\$321,000.00		\$127,995.00		\$141,040.00		\$176,000.00		★ \$102,800.00		\$188,200.00	

TRAF-TEX BID TOTAL

\$107,600



Discrepancy in Summation of Bid Item Totals

LOW BID



ENGINEERING DEPT.