



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 21, 2017**

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, November 21, 2017 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.
- 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.

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

III. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the following:
 - 1) Minutes of the Regular Meeting on November 7, 2017;
 - 2) Minutes of the Special Meeting on November 14, 2017. (Staffed by City Secretary's Office.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval of Ordinance 2017-47, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. (First reading held November 7, 2017; Staffed by Finance Department.) Attachment
- C. Approval to authorize request for bids for Bike Lanes on 18th Street and Bridge Avenue. (Staffed by Planning and Code Enforcement.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration to approve Resolutions 2017-71, 2017-72 and 2017-73 appointing three members to expired terms on the Economic Development Corporation of the Weslaco Board of Directors and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Economic Development Corporation.) Attachment
- B. Discussion and consideration to approve Resolution 2017-70 appointing a member to an expired term on the Board of Adjustments & Appeals Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration to approve Resolutions 2017-74, 2017-75, 2017-76, 2017-77 and 2017-78 appointing five members to expired terms on the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration to approve Resolution 2017-69 to allocate votes in the election for the 2018-2019 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code. Possible action.

(Staffed by City Secretary's Office.) Attachment

- E. Discussion and consideration to approve Resolution 2017-80 appointing one Commission member to replace the alternate on the Amigos del Valle. Possible action. (Staffed by City Secretary's Office.) Attachment

V. OLD BUSINESS

- A. Discussion and consideration to extend the Severn Trent annual agreement two-years for an annual increase capped at 1.3% and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item November 7, 2017; requested by Severn Trent.) Attachment
- B. Discussion and reconsideration to purchase one (1) 2018 vehicle from Buyboard vendor Gunn Chevrolet Ltd. under the capitol outlay fund 2017-2018 budget for Collections Department, being a 1 Ton Pick up Regular Cab with service body from \$34,113 to \$36,733 and authorize the Mayor to execute any related documents. Possible action. (This item was approved November 7, 2017; Staffed by Parks and Recreation Department.) Attachment
- C. Discussion and consideration to approve a Performance Contracting Agreement with Siemens Industry, Inc. for a turn-key solution to implement capital intensive improvements utilizing energy, operational savings and increased revenue to offset the cost of improvements, and authorize the Mayor to execute any related documents. Possible action. (This item was approved on November 7, 2017 pending review; Staffed by City Manager's Office.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration on request from Texas Taxi, Inc. to allow RGV Yellow Cab to operate taxi services within the City of Weslaco. Possible action. (Requested by Texas Taxi, Inc.) Attachment
- B. Discussion and consideration to name a private street located within Apostolic Assembly Church Subdivision to West Apostolic Drive. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration to approve Mid Valley Airport Ground Lease Agreements, with a reversion clause, for the following Hangars:

- 1) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangar W-14;
 - 2) Tenant Bud Payne, D/B/A Payne Dealer Group Management Co., Inc., for Hangar W-09; and authorize the Mayor to execute any related documents.
- Possible action. (Staffed by Airport.) Attachment

- D. Discussion and consideration to approve Mid Valley Airport Hangar Lease Agreement with Jeremy Reily D/B/A Rio Aviation, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- E. Discussion and consideration on the purchase of a Ford-250 4x4 gas engine vehicle at a cost of \$38,000 and a Chevrolet Tahoe 2x4 vehicle at a cost of \$50,000 under the Fire Department Apparatus Replacement Program 2017-2018 budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.) Attachment
- F. Discussion and consideration to approve the purchase of a network data storage appliance using a State of Texas DIR contract in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by IT Department.) Attachment
- G. Discussion and consideration to schedule workshops of the Commission. Possible action. (Staffed by City Secretary's Office.)
- H. Discussion and consideration to enter into a commercial card agreement with BBVA Compass Bank and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.) Attachment

VII. REPORTS

- A. Quarterly Investment Report by Finance Department. Possible action to accept and file.
- B. Report by Weslaco Area Chamber of Commerce.
- C. Report by Economic Development Corporation of Weslaco.
- D. Report by Severn Trent.
- E. Report by Parks and Recreation Department.
- F. Report by Planning and Code Enforcement.
- G. Report by Public Works.

H. Report by Police Department.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.
- C. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.
- D. Real Property- - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 36.63 acres more or less located on Midway Road as authorized by §551.072 of the Texas Local Government Code.
- E. Economic Development - Consultation with City Attorney to establish a Termination Date for Hangar Inspections as authorized by §551.087 of the Texas Government Code.

- F. Economic Development - Consultation with City Attorney on Airport Property Development Project as authorized by §551.087 of the Texas Government Code.
- G. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project PanAm as authorized by §551.087 of the Texas Government Code.
- H. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related for retail development Project Ocean as authorized by §551.087 of The Texas Government Code.
- I. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Anchor as authorized by §551.087 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 17th day of November, 2017 at 2:10 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1357	
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):			
Elizabeth Walker		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Chaplain Howard Bloomquist, Chaplain for Weslaco Police Department will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission			
Responsibilities upon Approval:			

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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

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: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1362
From:		
Subject: Approval of the following: 1) Minutes of the Regular Meeting on November 7, 2017; 2) Minutes of the Special Meeting on November 14, 2017. (Staffed by City Secretary's Office.) Attachment.		
Background: Record of commission action for the Regular Meeting on November 7, 2017 and Special Meeting on November 14, 2017.		
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):		
Elizabeth Walker Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Approve.		
Attachments, if any: 17-11-07 minutes, 17-11-14 minutes		
Responsibilities upon Approval: Execute and retain.		



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 7, 2017**

On Tuesday, November 7, 2017, at 5:31 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 members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Olga Noriega
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Olga Garza, Assistant Public Works Director; Jaime Hernandez, Assistant Fire Chief; Stephen Mayer, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; Joe Pedraza, Health Official; and other staff members and citizens.

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, November 3, 2017.

B. Invocation.

Deacon Jessie Aguayo, Saint Joan of Arc Church, led in the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

There were none presented.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting a perfect attendance and a quorum present.

II. PUBLIC COMMENTS

None received.

III. PUBLIC HEARING

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to open the public hearing at 5:34 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Dimas Martinez Jr. to rezone 325 Frost Proof Street also being Lots 22 & 23, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District.

No comments received.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to close the public hearing at 5:35 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

A. Approval of the following:

- 1.) Minutes of the Regular Meeting on October 17, 2017 and
- 2.) Record of Joint Workshop on October 26, 2017. (Staffed by City Secretary's Office.)

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

- 1) Ordinance 2017-45, amending Ordinance 2017-06, providing for a new schedule of rates to be charged for certain meter tapping fees and authorize the Mayor to execute any related documents (First reading held October 17, 2017; Staffed by Finance Department.)
- 2) Ordinance 2017-46 amending the Master Fee Schedule with respect to library fees and permit fees, and authorize the Mayor to execute any related documents (First reading held October 17, 2017; Staffed by Finance Department.)

C. Approval on First Reading of Ordinance 2017-47, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. First Reading of Ordinance 2017-47. (Staffed by Finance Department.)

D. Approval of a Memorandum of Understanding with Weslaco Independent School District (WISD) for the use of various city park baseball and softball fields. (Staffed by Parks and Recreation Department.)

E. Approval of a Professional Services Agreement with Willacy County for animal care services for 2017-2018 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.)

F. Approval of the annual radio communication subscription with Rio Grande Communications Group in the amount of \$35,280.00 as budgeted and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

G. Approval to ratify purchase of an emergency sewer manhole repair located East of 18th St. and Bridge Ave. on October 23, 2017 with the lowest bidder, Southern Trenchless in the amount of \$47,000.00 and authorize the Mayor to execute any related documents. (Staffed by Public Works.)

H. Approval to accept financing proposal from City National - Capital Finance for purchase of Fire Department light duty Ford F550 in the amount of \$225,000.00 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

I. Approval to authorize use of the Court Technology Fund to pay for the final additions for the E-citations project not to exceed \$5,000.00. (Staffed by Municipal Court.)

J. Approval to implement the employee assistance program through the Blue Cross Blue Shield Health Insurance coverage in an amount not to exceed \$5,000.00. (Staffed by Human Resources.)

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to approve consent agenda items A, B, C, E, F, G, H, I and J as presented withholding item D. The motion carried unanimously; Mayor Suarez was present and voting.

D. Approval of a Memorandum of Understanding with Weslaco Independent School District (WISD) for the use of various city park baseball and softball fields. (Staffed by Parks and Recreation Department.)

Mayor Pro Tem Tafolla requested a workshop with Weslaco Independent School District to discuss this with other issues; the City Manager noted it may be timely as the District recently requested assistance with a parking lot be paved. David Arce, Parks Director, requested temporary use by the District until an agreement is finalized as programming is scheduled this week.

For the record, the following are the ordinances:

ORDINANCE NO. 2017-45

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE 77-16, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.58 "WATER RATES PRESCRIBED" AND AMENDING SECTION 1 OF ORDINANCE 67-10, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.59 "SEWER RATES PRESCRIBED;" BY PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR TREATED WATER DELIVERED THROUGH THE SYSTEM OF THE UTILITIES DEPARTMENT OF THE

CITY OF WESLACO; AND PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR THE USE OF WASTEWATER TREATMENT FACILITIES OF THE CITY OF WESLACO; AND PROVIDING FOR AN EFFECTIVE DATE AFTER THE SECOND PUBLICATION OF THIS ORDINANCE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

SECTION 1. BE IT ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 77-16, adopted on August 16, 1977, and Codified in the Weslaco Code of Ordinances as Section 138.58 and entitled "Water Rates Prescribed", to adopt a new schedule of rates to be charged for treated water delivered through the system of the water department of the City of Weslaco so that after Second and Final Reading of this Ordinance, Weslaco Code of Ordinances Section 138.58, will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.58. Water Rates Prescribed.

There are hereby established the following schedules of rates to be charged for treated water delivered through the system of the water department of the city:

A. Residential Inside City Limits

- (1) Minimum monthly bill, (not including water)..... \$14.75

Minimum monthly bill, (includes 2,000 gallons of water) if applied for by a Resident over 65 years of age, Disabled, or a Veteran\$9.54

- (2) Charge per each 1,000 gallons or portion thereof.....\$2.71

(3)

B. Commercial Inside City Limits

- (1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter..... \$18.07

1 inch meter..... \$21.01

1 ½ inch meter.....\$27.14

2 inch meter.....\$36.24

3 inch meter.....\$59.11

4 inch meter.....\$88.94

6 inch meter.....\$156.42

8 inch meter.....\$203.04

- (2) Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons\$3.03
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).....\$9.91

15,002 to 30,000 gallons.....\$3.38

30,000 to 35,000 gallons.....\$3.40

35,000 to 35,001gallons (An addition to the base fee when this level is reached.).....\$9.26

Over 35,001gallons.....\$3.40

C. Multi Family Inside City Limits

- (1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter..... \$18.07

1 inch meter.....	\$21.01
1 ½ inch meter.....	\$27.14
2 inch meter.....	\$36.24
3 inch meter.....	\$59.11
4 inch meter.....	\$88.94
6 inch meter.....	\$156.42
8 inch meter.....	\$203.04

Multi Family residents whose water rates increase because of Ordinance 2013-26 affixing the rate structure for “Multi Family Inside City Limits” may request a 2% reduction of their current minimum monthly bill as assigned by the Water Rates prescribed to be “Residential Inside City Limits” from the Weslaco City Manager.

(2)	Charges per each 1,000 gallons or portion thereof:	
	0 to 15,000 gallons	\$3.03
	15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).....	\$9.91
	15,002 to 30,000 gallons.....	\$3.38
	30,000 to 35,000 gallons.....	\$3.40
	35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)	\$9.26
	Over 35,001 gallons.....	\$3.40

D. Irrigation Meters Inside City Limits

(1)	Minimum monthly bill (not including water):	
	5/8 inch or ¾ inch meter.....	\$10.47
	1 inch meter.....	\$14.06
	1 ½ inch meter.....	\$22.35
	2 inch meter.....	\$31.46
	3 inch meter.....	\$54.33
	4 inch meter.....	\$84.16
	6 inch meter.....	\$151.64
	8 inch meter.....	\$198.26
(2)	Charges per each 1,000 gallons or portion thereof:	
	0 to 10,000 gallons	\$2.97
	10,000 to 15,000 gallons.....	\$2.97
	Over 15,000 gallons.....	\$3.07
(3)	Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.	

E. Service Provided to Customers Residing Outside of the City Limits

(1)	Minimum monthly bill, (not including water).....	\$23.43
(2)	Charge per each 1,000 gallons or portion thereof.....	\$4.07

F. *Commercial Outside City Limits*

- (1) Minimum monthly bill (not including water):
- | | |
|---------------------------------|----------|
| 5/8 inch or 3/4 inch meter..... | \$27.11 |
| 1 inch meter..... | \$31.52 |
| 1 1/2 inch meter..... | \$40.71 |
| 2 inch meter..... | \$54.36 |
| 3 inch meter..... | \$88.67 |
| 4 inch meter..... | \$133.41 |
| 6 inch meter..... | \$234.63 |
| 8 inch meter..... | \$304.56 |
- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|---|---------|
| 0 to 15,000 gallons | \$4.55 |
| 15,000 to 15,001 gallons (An addition to the base fee when this level is reached)..... | \$14.87 |
| 15,002 to 30,000 gallons..... | \$5.07 |
| 30,000 to 35,000 gallons..... | \$5.10 |
| 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..... | \$13.89 |
| Over 35,001 gallons..... | \$5.10 |

G. *Multi Family Outside City Limits*

- (1) Minimum monthly bill (not including water):
- | | |
|---------------------------------|----------|
| 5/8 inch or 3/4 inch meter..... | \$27.11 |
| 1 inch meter..... | \$31.52 |
| 1 1/2 inch meter..... | \$40.71 |
| 2 inch meter..... | \$54.36 |
| 3 inch meter..... | \$88.67 |
| 4 inch meter..... | \$133.41 |
| 6 inch meter..... | \$234.63 |
| 8 inch meter..... | \$304.56 |
- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|---|---------|
| 0 to 15,000 gallons | \$4.55 |
| 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).... | \$14.87 |
| 15,002 to 30,000 gallons..... | \$5.07 |
| 30,000 to 35,000 gallons..... | \$5.10 |
| 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..... | \$13.89 |
| Over 35,001 gallons..... | \$5.10 |

H. *Irrigation Meters Outside City Limits*

- (1) Minimum monthly bill (not including water):

- | | |
|---------------------------------|----------|
| 5/8 inch or 3/4 inch meter..... | \$15.71 |
| 1 inch meter..... | \$21.09 |
| 1 1/2 inch meter..... | \$33.53 |
| 2 inch meter..... | \$47.19 |
| 3 inch meter..... | \$81.50 |
| 4 inch meter..... | \$126.24 |
| 6 inch meter..... | \$227.46 |
| 8 inch meter..... | \$297.39 |
- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|-------------------------------|--------|
| 0 to 10,000 gallons | \$4.46 |
| 10,000 to 15,000 gallons..... | \$4.46 |
| Over 15,000 gallons..... | \$4.61 |
- (3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

I. Tapping Fees.

The following charges shall be made as tapping fees for making connections for the use of any water user (deposit and permit fees are not included):

Meter Size	Inside City	Outside City
5/8"	\$450.00	\$550.00
1"	\$870.76	\$979.60
1 1/2"	\$1,187.35	\$1,336.23
2"	\$3,286.06	\$4,929.09
3"	\$4,612.93	\$6,919.39
4"	\$6,936.71	\$10,405.06

For all other size taps, the tapping charge shall be based upon the current cost of the meter, required materials, and labor therefore.

In cases where the developer has installed their own water lines, tapping saddles, corp. stop, tubing and angle stop up to the ground surface, the fees for a 5/8" meter will be \$232.07 for a connection inside the city limits and \$348.10 for a connection outside the city limits.

J. Fire Protection Sprinkler Fees

There shall be no additional charge per month in addition to the other charges listed in this section, for accounts with a fire protection sprinkler system.

SECTION II. BE IT FURTHER ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 67-10, adopted on June 27, 1967, and codified in the Weslaco Code of Ordinances as Section 138.59 and entitled "Sewer Rates Prescribed", so that after Second and Final Reading of this ordinance, Weslaco Code of Ordinances Section 138.59 will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.59. Wastewater Rates Prescribed.

The following rates shall be charged for use of the wastewater treatment facilities of the City of Weslaco, including storm sewer lines if used for the purpose of disposing waste or cooling water. The rates hereby established shall be applicable to all classes of customers using the city sanitary sewer system, except for industrial customers who will continue to be charged under the provisions of the industrial waste ordinance of the City of Weslaco, Ordinance No. 76-16, as amended:

Sewer Service Provided to Customers Residing Outside of the City Limits

- A. *Minimum Charge Inside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be fourteen dollars and fifty-eight cents (\$14.58) per month. The monthly base rate will be nine dollars and forty-four cents (\$9.44) if applied for by a resident over 65 years of age, Disabled, or a Veteran.
- B. *Additional Charges for Single-Family Residential Users Inside City Limits.* In addition to the minimum charge listed above, a charge of one dollar and seventy-seven cents (\$1.77) will be made for each one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.
- C. *Multifamily Residential and Mobile Homes Inside City Limits.* The charge for the use of the city wastewater treatment facility for duplexes or multifamily apartments or housing where the buildings are generally used solely for permanent or continuous living quarters and mobile home and/or recreational vehicle park owners on master meters shall be as follows:

Minimum monthly bill\$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons.....\$2.28

15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)....\$10.61

15,001 to 35,000 gallons.....\$2.54

35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)....\$10.27

Over 35,000 gallons.....\$2.54

- D. *Commercial Customers Inside City Limits.* Commercial customers are those customers who discharge wastewater from a private building which is not residential in nature and conduct business activities for the sole purpose of making a profit, and receive an inflow of paying customers for services rendered or the purchase of goods. All sewer accounts required to file for a sales tax number with the state comptroller's office or an employer's federal I.D. number with the Internal Revenue Service shall be deemed as commercial accounts. The charge for commercial users shall be as follows:

Minimum monthly bill\$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons.....\$2.72

15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).\$8.66

15,001 to 35,000 gallons.....	\$3.03
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.).....	\$9.03
Over 35,000 gallons.....	\$3.03

- E. *Lawn and Landscape Irrigation.* All accounts shall be exempt from sanitary sewer charges on water metered solely for lawn and landscape irrigation.
- F. *Industrial Users.* All industrial uses, such as canning plants, packing sheds, laundries, bottling works, milk plants and other industrial users, shall be charged a rate computed under Ordinance No. 76.16, as amended.
- G. *Institutional, Etc., Users Inside City Limits.* All customers not classified as aforementioned, including institutional, religious and not-for-profit entities, shall be charged for the use of the wastewater treatment facility as follows:

Minimum monthly bill.....	\$11.81
Charges per each 1,000 gallons of metered water use, or portion thereof:	
0 to 15,000 gallons.....	\$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)	\$10.61
15,001 to 35,000 gallons.....	\$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.).....	\$10.27
Over 35,000 gallons.....	\$2.54

- H. *Commercial Laundries Inside City Limits.* Commercial customers whose principal business is the operation of a commercial laundry shall be charged for use of the city wastewater treatment facility as follows:

Minimum monthly bill.....	\$14.98
Charges per each 1,000 gallons of metered water use, or portion thereof:	
0 to 15,000 gallons.....	\$2.72
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).....	\$8.66
15,001 to 35,000 gallons.....	\$3.03
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.).....	\$9.03
Over 35,000 gallons.....	\$3.03

Sewer Service Provided to Customers Residing Outside of the City Limits

- I. *Minimum Charge Outside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be Twenty three dollars and eighteen cents (\$23.18) per month.
- J. *Additional Charges for Single-Family Residential Users Outside City Limits.* In addition to the minimum charge listed above, a charge of two dollars and sixty-six cents (\$2.66) will be made for each

one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.

K. Multi Family Outside City Limits

(1) Minimum monthly bill (not including water):.....	\$17.72	
Charges per each 1,000 gallons or portion thereof:		
0 to 15,000 gallons	\$3.42	
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$15.92	
15,002 to 35,000 gallons.....	\$3.81	
35,000 to 35,001gallons (An addition to the base fee when this level isreached.)....	\$15.41	
Over 35,001 gallons.....	\$3.81	

L. Commercial Outside City Limits

(1) Minimum monthly bill (not including water):.....	\$22.47	
Charges per each 1,000 gallons or portion thereof:		
0 to 15,000 gallons	\$4.08	
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$12.99	
15,002 to 35,000 gallons.....	\$4.55	
35,000 to 35,001gallons (An addition to the base fee when this level isreached.)....	\$13.55	
Over 35,001 gallons.....	\$4.55	

M. Institutional Outside City Limits

(1) Minimum monthly bill (not including water):.....	\$17.72	
Charges per each 1,000 gallons or portion thereof:		
0 to 15,000 gallons	\$3.42	
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$15.92	
15,002 to 35,000 gallons.....	\$3.81	
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)...	\$15.41	
Over 35,001 gallons.....	\$3.81	

N. Commercial Laundries Outside City Limits

(1) Minimum monthly bill (not including water):.....	\$19.47	
Charges per each 1,000 gallons or portion thereof:		
0 to 15,000 gallons	\$3.92	
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$18.18	
15,002 to 35,000 gallons.....	\$4.37	
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)...	\$17.61	
Over 35,001 gallons.....	\$4.37	

SECTION III: All other provisions of Chapter 138, Article II, Section 138.58, and Section 138.59, and Ordinance 77-16, and Ordinance 67-10 shall remain in effect and are not being amended by this Ordinance.

SECTION IV: These amendments to Chapter 138, Article II, Section 138.58, and Section 138.59, shall be in effect after Second and Final Reading of this Ordinance.

PASSED AND APPROVED on first reading at regular meeting of the City Commission this 17th day of October, 2017.

PASSED AND APPROVED on second and final reading at regular meeting of the City Commission this 7th day November, 2017.

ORDINANCE 2017-46

AN ORDINANCE AMENDING ORDINANCE 2013-07, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. APPROVAL. Ordinance 2013-07 passed and approved on July 2, 2013 as “The Master Fee Schedule Ordinance” and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

The fee schedule attached as an Exhibit to this Ordinance is hereby adopted as if fully forth herein. The City Commission may hereafter amend or replace this fee schedule at any time.

SECTION 2. All other provisions of Ordinance 2013-07 shall remain in full force and effect.

SECTION 3. 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 17th day of October 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of November 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

Attest:

/s/Elizabeth M. Walker, CITY SECRETARY

Approved as to form:

/s/Juan E. Gonzalez, CITY ATTORNEY

V. OLD BUSINESS

A. Discussion and consideration to approve a Performance Contracting Agreement with Siemens Industry, Inc. for a turn-key solution to implement capital intensive improvements utilizing energy, operational savings and increased revenue to offset the cost of improvements, and

authorize the Mayor to execute any related documents. Possible action. (There was no action on October 17, 2017; Staffed by City Manager's Office.)

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve.

The City Manager stated as discussed in workshops the scope of the project includes replacing equipment beyond its lifespan, including air conditioning units and water meters that are under reporting actual usage for billing. The recommendation is to approve the contract subject to review of work performance of Siemens by a separate engineering firm and review by legal counsel regarding issues related to mediation procedures.

In response to Commissioner Pedraza, there will be some impact on the citizens in 2-3 years with a possible water rate increase if the program is not adopted.

In response to Commissioner Muñoz, the City Manager stated a re-negotiated fee had a reduction of fees reduction of items omitted was roofing materials and lighting retrofit.

Chad Noble, Siemens Industry, reported after further negotiations a lump sum reduction was done by 5% totaling \$331,000.00; however, the scope of work remained the same with the cost of onsite storage containers removed. Commissioner Muñoz asserted weatherization and building envelope improvements could be done in-house and requested those be removed from the scope of work.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to amend the motion and remove Facility Improvement Measures 4 and 5 from the scope of work and contingent to a third-party audit and legal review. The motion carried unanimously; Mayor Suarez was present and voting.

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

B. Discussion and consideration to accept the lowest and most advantageous proposal for tax exempt financing of certain equipment required in connection with the Energy Savings Performance Contract with Siemens Industry, Inc. as requested in Request for Proposals No. 2017-18-02, and authorize the Mayor to execute any related documents. Possible action. (There was no action on October 17, 2017; Staffed by Finance Department.)

Mary Barrera, Finance Director, stated staff contacted the respondents of the financing proposals requesting a revised proposal based on a revised project cost. Staff evaluated the respondents and reported Frost Bank at 2.55% interest over a period of 15 payments is the lowest; however, the proposal is non-callable. Alternatively, Bank of America/Merrill Lynch proposed 2.58% over the same term but as callable, meaning the City could accelerate payments. The Mayor noted the City is unlikely to pay off any sooner because it needs the cash flow; the City Manager recommended approval of the Frost Bank proposal as it offers a savings of \$411,000.00 on interest.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to accept Frost Bank as the lowest and most advantageous proposal for tax exempt financing of certain equipment required relating to the Energy Savings Performance Contract with Siemens Industry, Inc. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Dimas Martinez Jr. to approve Ordinance 2017-51 rezoning 325 Frost Proof Street also being Lots 22 & 23, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District. First reading of Ordinance 2017-51. Possible action. (This item requires three-fourths vote as it was denied by Planning and Zoning Commission; Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve.

Mardoqueo Hinojosa, City Engineer/Director of Code Enforcement and Planning, stated eleven property owners were notified and no objection received. The Planning and Zoning Commission and staff recommended to deny; the property does not conform with the 2040 Future Land Use Map.

The motion failed unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve the Final Plat for Weslaco EDC Subdivision No. 1 – being the 20 acres out of Farm Tract 60, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, located on Sugar Cane Road (Mile 9 N.) approximately 200 feet east of Joe Stephens Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa stated this is a two-lot subdivision serviced with an 8-inch water and sewer lines. The Planning and Zoning Commission and staff recommend approval.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve the Final Plat for Weslaco EDC Subdivision No. 1 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve the Final Plat for King Estates Subdivision – being the 10.00 acres out of Farm Tract 17, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located on Pleasantview Drive just south of Interstate 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa stated this is a forty-two lot subdivision serviced with an 8-inch water and sewer lines. The Planning and Zoning Commission and staff recommend approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve the Final Plat for King Estates Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to extend the Severn Trent annual agreement two-years for an annual increase capped at 1.3% and authorize the Mayor to execute any related documents. Possible action. (Requested by Severn Trent.)

George Quilantan, with Severn Trent, requested to extend the annual agreement for two years with an annual increase capped at 1.3% instead of 3.31% that could be justified based on the 2017

Consumer Price Index data and with an increase in chemical cost of \$24,000 for increased water production.

The City Manager stated in the original contract with Severn Trent, the City pays all chemicals and when there is an increase in water production the additional calculated cost is added and compounded. He recommends approval subject to verification of the actual cost of chemicals.

The Mayor stated there would be no action on this item.

E. Discussion and consideration regarding proposal submitted by Montalvo Insurance on General Liability and Professional Liability coverage after legal review. Possible action. (Staffed by Human Resources.)

Juan E. Gonzalez, City Attorney, stated he reviewed the Texas Municipal League (TML) policy related to general and professional liability coverages especially for the airport advisory board. TML coverage for board members is vaguely assigned under errors and omissions; the coverage submitted by Montalvo Insurance is specific for board members and has a minimal cost; he recommends the purchase of a supplemental insurance from Montalvo Insurance. He added the conflict of interest provision does not apply to advisory board members.

Andrew Muñoz, Airport Director, stated the cost is \$2,500 annually.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to award the proposal submitted by Montalvo Insurance on General Liability and Professional Liability as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Noriega departed the meeting at 6:10 p.m.

F. Discussion and consideration to unseal the sole bid received for Request For Bids No. 2017-18-01, and possibly award bid to the sole bidder, Wall Street Construction, for the Construction for Service Facility / Restrooms at Isaac Rodriguez Park. Possible action. (Staffed by Parks and Recreation Department.)

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to unseal sole bid.

Andrew Muñoz, stated the project cost was estimated at \$80,000 for the facility and \$110,592.58 for the facility plus retention pond. Bids were solicited for a three-week period, extended one week period because only one sole bid was received. Staff recommends unsealing sole bid and accept if \$110,000 or lower. Mayor Suarez unsealed sole bid; the City Manager recommended to allow staff to evaluate and discuss after executive session.

G. Discussion and consideration to approve a change order granting a time extension for rain days within the Library Roof Repair Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)

Arnold Becho, Library Director, recommended approval honoring the request for an extension because of rain days during the construction time. Staff verified the days and the new date of substantial completion would be November 21, 2017.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve change order granting a time extension of 40-days as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve an Interlocal Agreement with the City of Pharr for a manhole replacement program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

Pete Garcia, Public Works Director, recommended approval stating time and money would be saved by the City. In response to Commissioner Muñoz, additional staff would be added by the contractor, Southern Trenchless Solutions, to handle the work.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve an Interlocal Agreement with the City of Pharr for a manhole replacement program as presented. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

I. Discussion and consideration to award the most advantageous bidder, Cintas Corporation, for Industrial Employee Uniforms as requested in Request for Proposals No. 2016-17-32, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

Pete Garcia recommended to award Cintas Corporation to provide new uniforms for employees. The City Manager recommended approval stating the respondent was the low bid meeting specifications and meets the needs of the employees.

Mayor Pro Tem Tafolla, by Commissioner Kerr, moved to award the most advantageous bidder, Cintas Corporation as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to purchase seven (7) 2018 vehicles from Buyboard vendor Gunn Chevrolet Ltd. under the capital outlay fund 2017-2018 budget:

1. Building Maintenance - 3/4 Ton pickup with service body and lift gate	\$34,782
2. Fleet Maintenance - 1 Ton pickup regular cab with service body	\$36,733
3. Solid Waste (Recycle) - 3/4 Ton pickup regular cab with flatbed	\$29,021
4. Meter Division - 1/2 Ton pickup Regular Cab	\$21,257
5. Distribution Department - 1 Ton pickup with dump body	\$39,033
6. Distribution Department - 1 Ton pickup Crew Cab with service body	\$40,842
7. Collections Department - 1 Ton pickup Regular Cab with service body	\$33,733

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

David Arce, Parks Director, noted a \$1 difference in price but recommended approval of the purchase from Gunn Chevrolet stating vehicles are equipped with backup camera and all terrain tires for safety.

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

VII. EXECUTIVE SESSION

At 6:22 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:35 p.m. Mayor Suarez announced 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 §551.074 of the Texas Government Code.

There was no action.

B. Pending Litigation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, authorized the City Attorney, City Manager and Mayor to accept the offer from mediation held on November 7, 2017 subject to modifications to settlement agreement as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.

There was no action on this item.

D. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Saddle as authorized by §551.087 of the Texas Government Code.

Commissioner Kerr abstained from vote and discussion.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to accept the lease and 380 Agreements as discussed for Project Saddle. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

E. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 36.63 acres more or less located on Midway Road as authorized by §551.072 of the Texas Local Government Code.

There was no action on this item

F. Discussion and consideration to unseal the sole bid received for Request For Bids No. 2017-18-01, and possibly award bid to the sole bidder, Wall Street Construction, for the

Construction for Service Facility / Restrooms at Isaac Rodriguez Park. Possible action. (Staffed by Parks and Recreation Department.)

Andrew Muñoz stated staff met with sole respondent who proposed an alternate cost savings by removing items that can be provided by the City, such as air dryers and sinks. Staff recommends approval to Wall Street Construction in an amount not to exceed \$101,780.00.

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to approve sole bid received from Wall Street Construction in an amount not to exceed \$101,780.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Mayor Pro Tem Tafolla, moved to adjourn at 6:37 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

ABSENT

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 14, 2017**

On Tuesday, November 14, 2017, at 5:35 p.m. the City Commission of the City of Weslaco, Texas convened a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Greg Kerr
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Stephen Mayer, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; Joe Pedraza, Health Official; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order as the canvassing authority and certified the public notice of the meeting as properly posted Friday, November 10, 2017.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Commissioners Muñoz and Noriega and a quorum present.

By invitation of the Mayor, Father Carlos Zuniga of St. Pius X Catholic Church led an invocation.

II. NEW BUSINESS

A. Discussion and consideration to convene as the local canvassing authority to canvass the election returns and approve Resolution 2017-79 certifying the results of the November 7, 2017 City of Weslaco General Election in accordance with Texas Election Code 67.004(a). Possible action. (Staffed by City Secretary's Office.) Attachment

The City Secretary reported a combined 1361 ballots were cast in the City races, with five precincts participating: Greg Kerr received 385 for Single Member District 2, and JP Rodriguez received 439 for Single Member District 3. The canvass is ready for acceptance and resolution for approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve Resolution 2017-79 certifying the results of the November 7, 2017 City of Weslaco General Election. The motion carried unanimously; Mayor Suarez was present and voting.

The resolution reads as follows:

RESOLUTION NO. 2017-79

STATE OF TEXAS	§	AN ORDER DECLARING THE RESULTS OF THE CITY
COUNTY OF HIDALGO		OF WESLACO GENERAL ELECTION OF NOVEMBER 7,
CITY OF WESLACO	§	2017 TO FILL TWO VACANCIES.

WHEREAS, the City Commission of the City of Weslaco resolved and ordered that a General Election be held on November 7, 2017 in the City of Weslaco, Texas for the purpose of electing two members to the Weslaco City Commission for the following positions:

CITY COMMISSIONER SINGLE MEMBER DISTRICT 2

CITY COMMISSIONER SINGLE MEMBER DISTRICT 3

WHEREAS, there came on to be considered the returns of the election held on the 7th day of November, 2017 for the purpose of electing two (2) members to the City Commission.

WHEREAS, the returns of said election have been duly canvassed by the City Commission, and each of the candidates in said election having received the following votes to wit:

CITY COMMISSIONER SINGLE MEMBER DISTRICT 2

MIGUEL WISE	Votes	205
GREG KERR	Votes	385

CITY COMMISSIONER SINGLE MEMBER DISTRICT 3

JOSE P. "JP" RODRIGUEZ	Votes	439
OLGA NORIEGA	Votes	332

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Commission of the City of Weslaco that the above election was duly called. The notice of said election was duly posted and that said election was held in accordance with the laws of the Texas Election Code. That at said General Election that Greg Kerr was elected to the position of Commission Single Member District 2 and that Jose P. "JP" Rodriguez was elected to the position of City Commission Single Member District 3 of the City of Weslaco subject to taking their oath of office.

SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, place convenient and readily accessible to the general public and said notice having been so posted and remaining posted continuously for at least 72-hours proceeding the scheduled time of said meeting. A copy of the returns shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED and APPROVED this 14th day of November, 2017.

CITY OF WESLACO

/s/David Suarez, MAYOR and
PRESIDING OFFICER OF THE LOCAL
CANVASSING AUTHORITY

ATTEST:

/s/Elizabeth Walker, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

B. Conduct Oaths of Office and file Statements of Elected Officers.

Commissioner Kerr and Commissioner Rodriguez took their Oaths of Office and tendered their Statements of Elected Officers for public file. Both addressed the audience, expressing appreciation for the opportunity to serve, thanking God and their families and friends, and encouraging constituents to remain engaged. The Mayor noted a reception would follow.

III. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to adjourn at 5:53 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1323	
From:			
Subject: Approval of Ordinance 2017-47, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. (First reading held November 7, 2017; Staffed by Finance Department.)			
Background: The City can opt to adopt updated service credits and annuity adjustments as a benefit to present and future retirees by passage of this ordinance. The City's contribution will be increased by about .2%.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend adoption of ordinance.			
Attachments, if any: TMRS Letter, Ordinance 2017-47			
Responsibilities upon Approval:			



Via E-Mail

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

Dear Mike:

As per your request, enclosed is a model ordinance for your city to adopt:

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

With the adoption of these additional benefits, your city's full contribution rate for 2018 will be **8.16%** and the phase-in rate will be **7.75%**.

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

If you have any questions or concerns, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

Eric W. Davis
Deputy Executive Director



Plan Change Study

01354 Weslaco

Proposed Plans

GRID 2018
For Informational Purposes Only
 Effective Date - January 1, 2018
 Report Date - October 12, 2017

Plan Provisions

Deposit Rate	Current	<u>1</u>
Matching Ratio	7.00%	7.00%
Updated Service Credit	2 to 1	2 to 1
Transfer USC **	0%	50% ✓
Annuity Increase	No	Yes ✓
20 Year/Any Age Ret.	0%	30% ✓
Vesting	Yes	Yes
	5 years	5 years
Contribution Rates	2018	2018
Normal Cost Rate	5.33%	5.33%
Prior Service Rate	<u>2.45%</u>	<u>2.66%</u>
Retirement Rate	7.78%	7.99%
Supplemental Death Rate	<u>0.17% (A & R)</u>	<u>0.17% (A & R)</u>
Total Rate	7.95%	8.16%
Unfunded Actuarial Liability	\$3,063,971	\$3,249,376
Amortization Period	25 years	25 years
Funded Ratio	92.0%	91.5%
Phase-In Total Rate	7.54%	7.75%

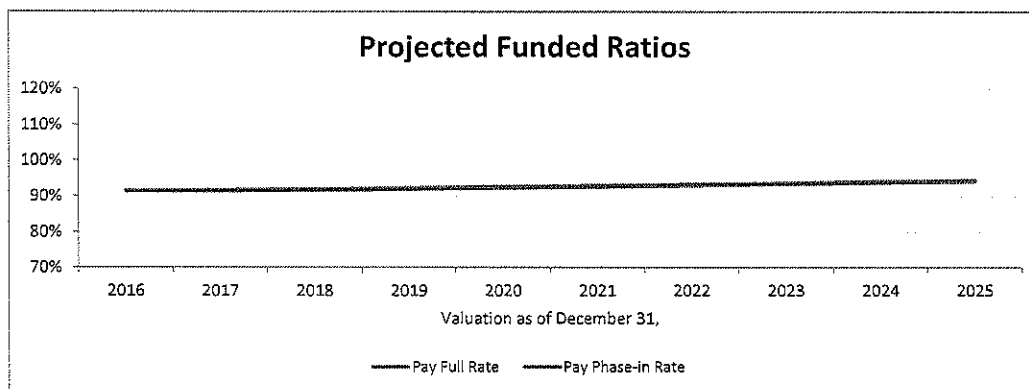
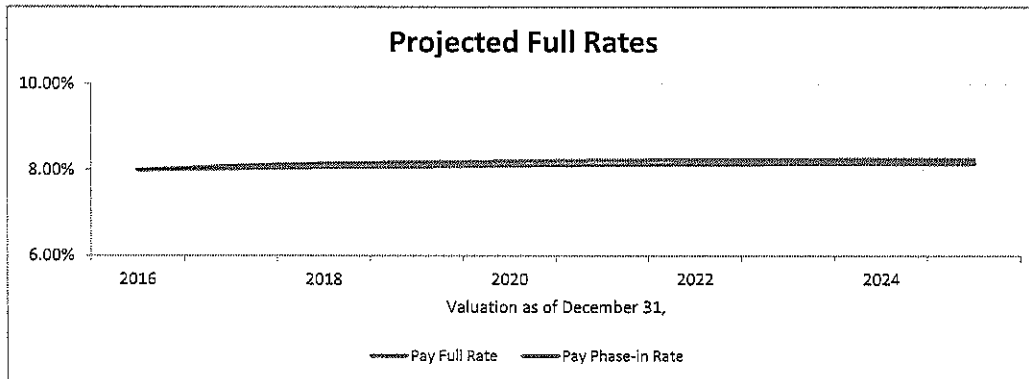
**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 18 eligible transfer employees on the valuation date.

Projection of Valuation Results - Pension Only

1354, Weslaco

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	50% Ad Hoc with Transfer
Employer Match Rate	2 - 1	COLA	30% Ad Hoc
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2017	2018	2019	2020	2021	2022	2023	2024
Full Rate	7.80%	7.99%	8.03%	8.06%	8.08%	8.10%	8.12%	8.14%
Estimated Contribution	737,737	770,822	790,175	808,989	827,217	845,849	864,897	884,367
Funded Ratio	91.5%	91.7%	92.0%	92.3%	92.6%	93.0%	93.3%	93.7%
If Phase In Rate Contributed								
Full Rate	7.80%	7.99%	8.09%	8.15%	8.18%	8.20%	8.22%	8.23%
Phase-In Rate	6.87%	7.58%	8.09%	8.15%	8.18%	8.20%	8.22%	8.23%
Estimated Contribution	649,776	731,268	796,079	818,023	837,454	856,292	875,548	894,146
Funded Ratio	91.5%	91.5%	91.7%	92.0%	92.3%	92.7%	93.1%	93.4%

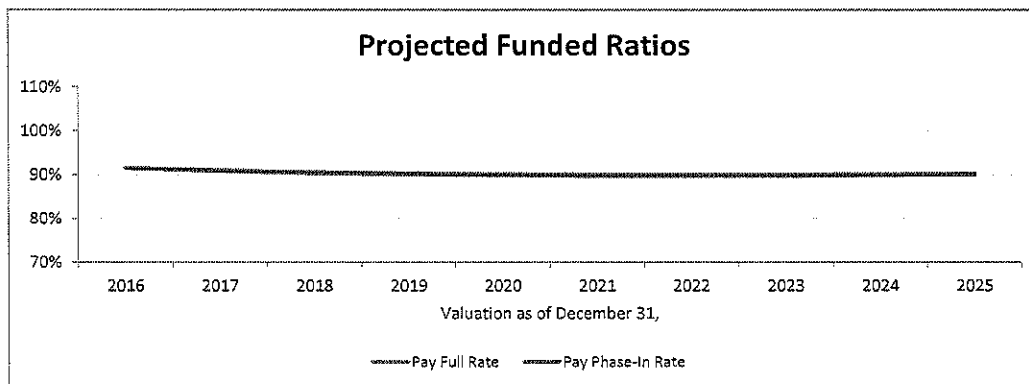
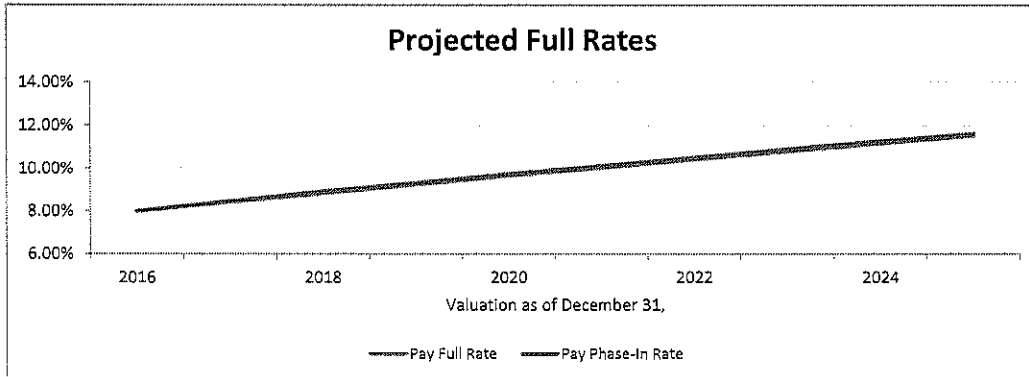


Projection of Valuation Results - Pension Only

1354, Weslaco

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	Yearly 50% Ad Hocs with Transfer
Employer Match Rate	2 - 1	COLA	Yearly 30% Ad Hocs
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2017	2018	2019	2020	2021	2022	2023	2024
Full Rate	7.80%	7.99%	8.40%	8.82%	9.23%	9.64%	10.03%	10.42%
Estimated Contribution	737,737	770,822	826,584	885,271	944,952	1,006,665	1,068,339	1,132,077
Funded Ratio	91.5%	91.0%	90.7%	90.4%	90.2%	90.0%	90.0%	90.0%
If Phase In Rate Contributed								
Full Rate	7.80%	7.99%	8.46%	8.92%	9.33%	9.73%	10.12%	10.51%
Phase-In Rate	6.87%	7.58%	8.46%	8.92%	9.33%	9.73%	10.12%	10.51%
Estimated Contribution	649,776	731,268	832,488	895,308	955,189	1,016,064	1,077,925	1,141,855
Funded Ratio	91.5%	90.8%	90.3%	90.1%	89.9%	89.8%	89.7%	89.8%





ORDINANCE 2017-47

TMRS-USC T CPI

TEXAS MUNICIPAL RETIREMENT SYSTEM

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

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

Section 1. Authorization of Updated Service Credits.

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

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

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

Section 2. Increase in Retirement Annuities.

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

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

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

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

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

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2018**.

Passed and approved this the 7th day of November, 2017.

Passed and approved on final reading this the 21st day of November, 2017.

ATTEST:

APPROVED:

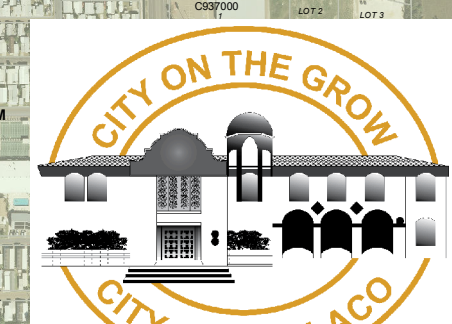
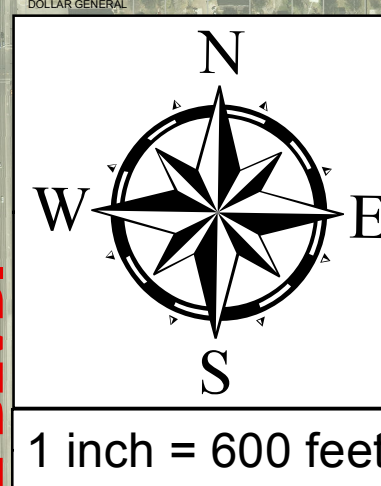
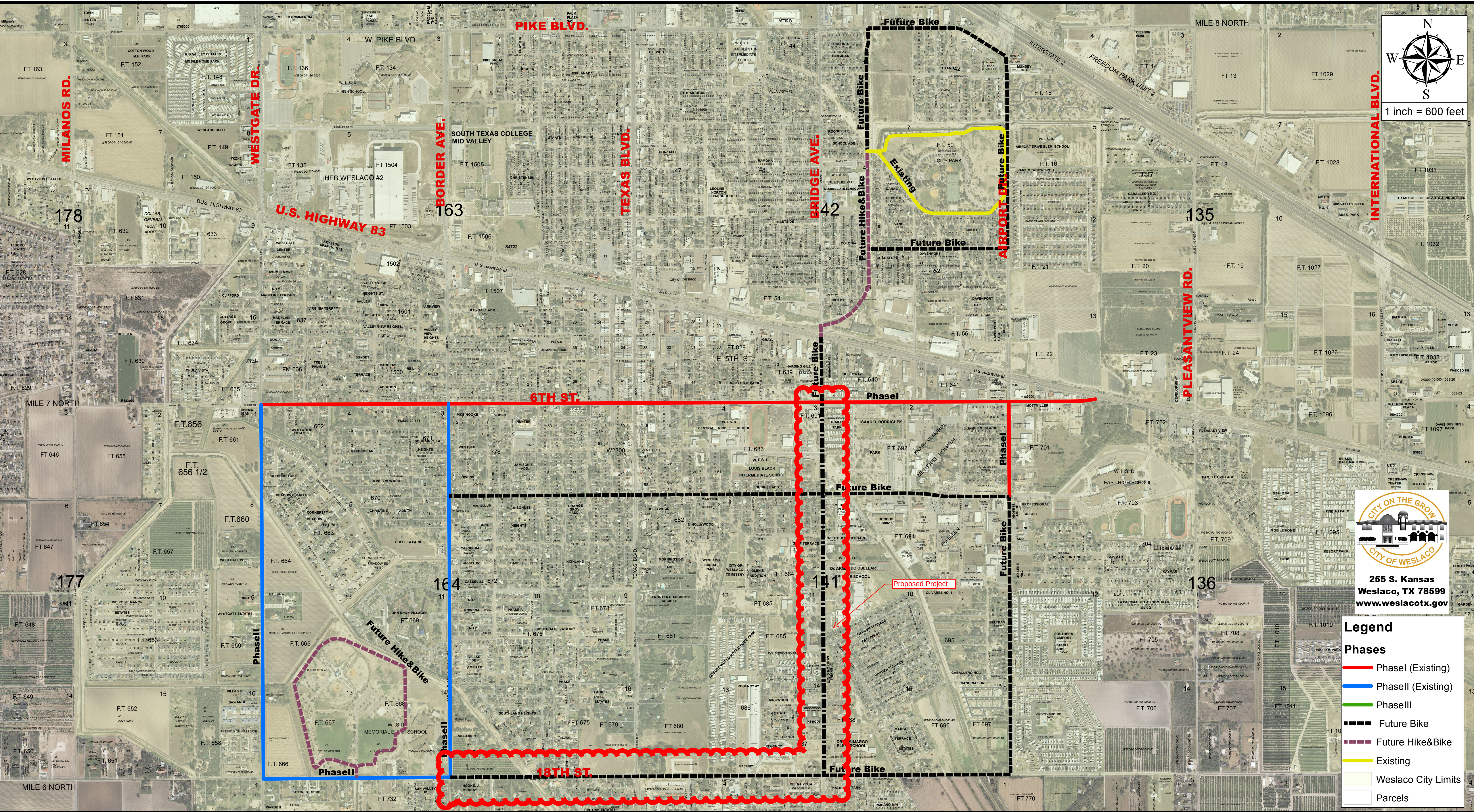
City Secretary or Clerk

Mayor



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1343	
From: Mardoqueo Hinojosa			
Subject: Approval to authorize request for bids for Bike Lanes on 18th Street and Bridge Avenue. (Staffed by Planning and Code Enforcement.)			
Background: Staff has identified project to continue looping Bike Lanes within the City. 18th Street will accommodate Bike lanes between Bridge Avenue and Border Avenue, which will tie-in to existing reach Westgate Drive. Bridge Avenue will extend from existing lanes on 6th Street and extend to 18th Street. Additional features will be incorporated into this project such as lighted stop signs at the intersection of Bridge Avenue and 18th Street. Project estimate is approximately \$40,000. Signage features will be removed from bid documents, as staff suggests this can be performed with City labor while only purchasing materials.			
Funding Source (budget code, if applicable): General Fund			
Amount: \$40,000.00		Term of Impact: 1	Identified in Current Budget: yes
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Exhibit			
Responsibilities upon Approval: Staff will finalize construction documents and Request for Bids.			



255 S. Kansas
Weslaco, TX 78599
www.weslacotx.gov



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1340	
From:			
Subject: Discussion and consideration to approve Resolutions 2017-71, 2017-72 and 2017-73 appointing three members to expired terms on the Economic Development Corporation of the Weslaco Board of Directors and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Economic Development Corporation.)			
Background: The terms for Stephen G. Charlton, Diana Fuentes-Aguilar and Cynthia Cabaza are set to expire. As of the time of posting, Mr. Charlton expressed his desire to continue to serve.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: 16 Board Appt., Roster Board EDC, Notice of interest-Stephen Carlton, Resolution 2017-71, Resolution 2017-72, Resolution 2017-73			
Responsibilities upon Approval:			

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	4	2yr		reg interval	X	Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		min. 3 mths		Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		3/year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*	2	st3yr	3*	72hr notice		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr			X		X	7	4		2*	monthly		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X								7	3	3yr	2	2/year		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						5	5	2yr				Ord 2015-09	CC
Housing Authority Board											5	5	2yr				LGC Sec 392.033	appt by Mayor
Library Board											5	5	2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7	7	3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7	3	3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

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

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

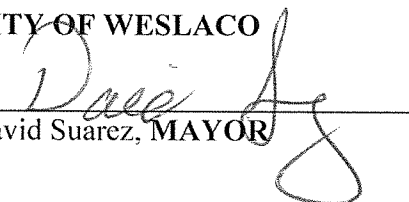
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

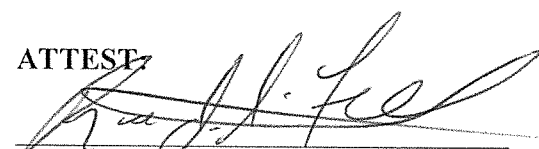
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

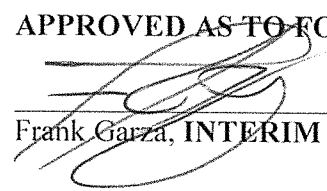
CITY OF WESLACO


David Suarez, MAYOR

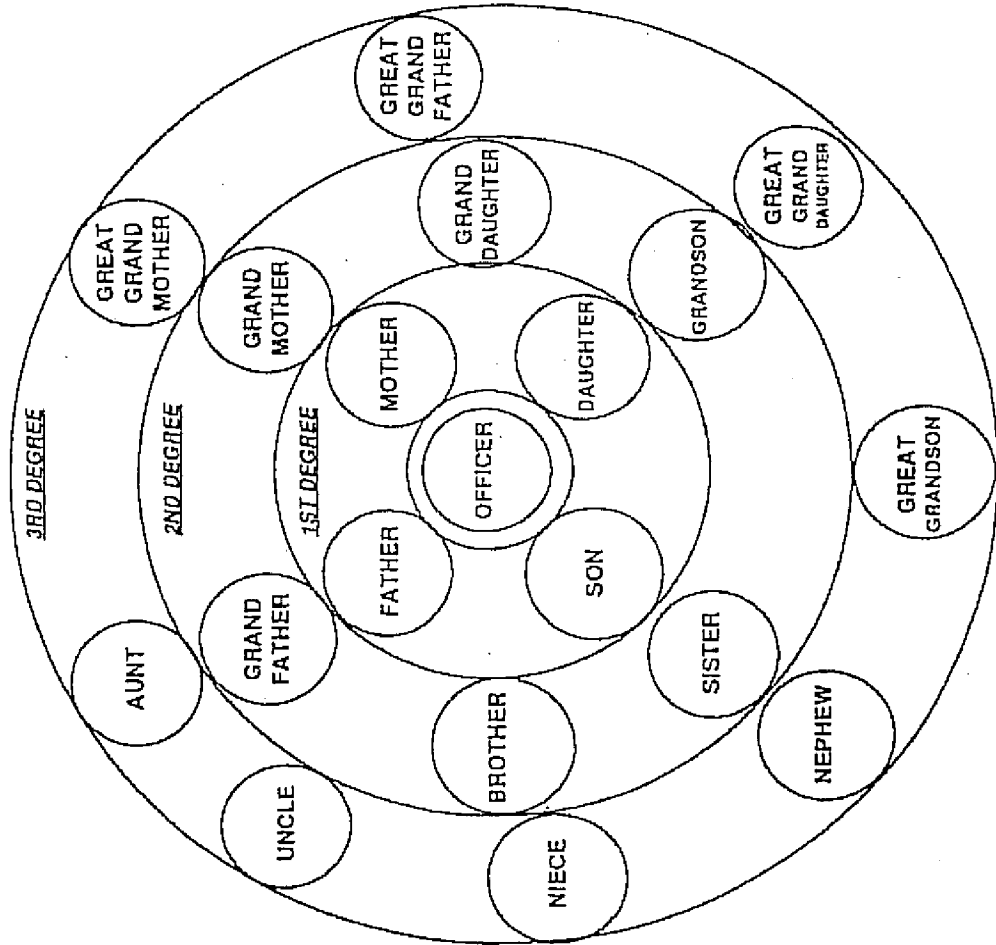
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

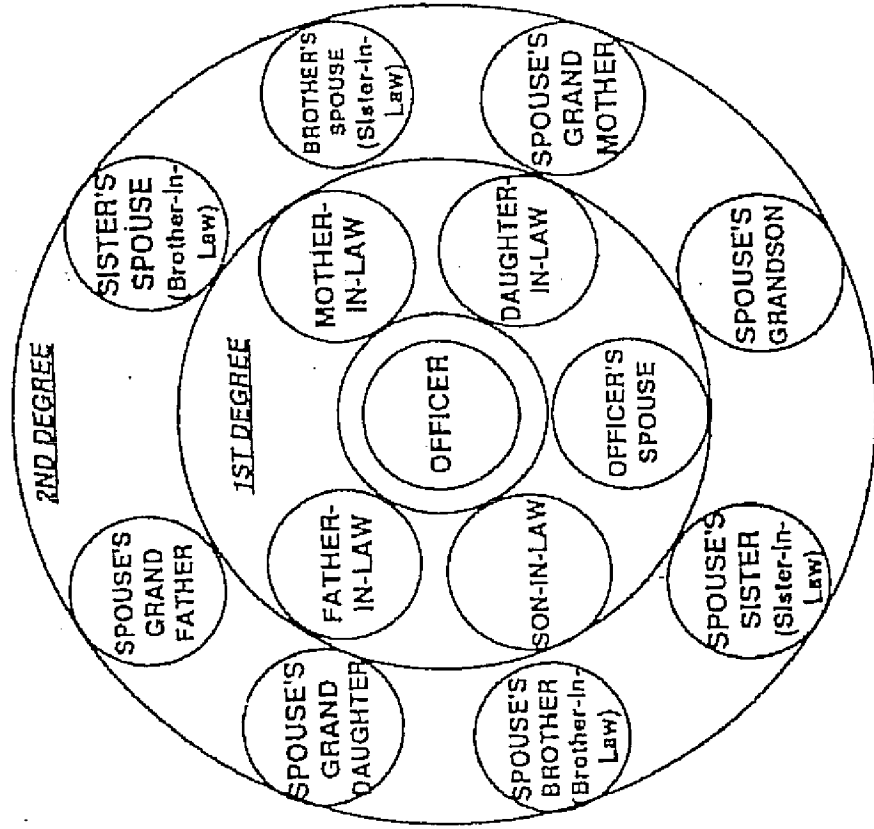
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO BOARD OF DIRECTORS

LAST NAME	FIRST NAME	APPOINTED	EXPIRATION	TERM
Talbert	Rick	12/2/2014	12/2/2019	2 year
Olivarez	Joe	12/2/2014	12/2/2019	2 year
Masso	Martin	12/2/2014	12/2/2018	1 year
Cisneros	Rodolfo	12/2/2014	12/2/2019	2 year
Charlton	G. Stephen	12/2/2014	12/2/2017	3 year
Fuentes Aguilar	Diana	12/2/2014	12/2/2017	3 year
Cabaza	Cynthia	12/2/2014	12/2/2017	3 year

Stephen Charlton, CPA

Sandra Charlton, CPA

November 13, 2017

Major David Suarez
City of Weslaco
255 S Kansas
Weslaco, TX 78596

Re: G. Stephen Charlton

Dear Mayor Suarez,

My term as a board member of the Weslaco Economic Development Corporation is due to expire this December. It is my desire to continue to serve as a member of the board of the Weslaco Economic Development Corporation.

Sincerely,



G. Stephen Charlton
Certified Public Accountant

GSC/bzm



RESOLUTION NO. 2017-71

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on the ____ day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-72

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on the ____ day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-73

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on the ____ day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1324	
From:			
Subject: Discussion and consideration to approve Resolution 2017-70 appointing a member to an expired term on the Board of Adjustments & Appeals Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: Mr. McCaleb desires to continue to serve on the Board of Adjustments & Appeals Zoning Commission. To date, there has been no other new interest.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: 16 Board Appt., Roster Board of Adjustments & Appeals to Zoning Ordinance, Notice of interest-Mark McCaleb, Resolution 2017-70			
Responsibilities upon Approval: Notify appointee and related department.			

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval min. 3 mths	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		3year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*						Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											5	5	2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5	5	2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7	7	3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7	3	3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statute	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

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

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

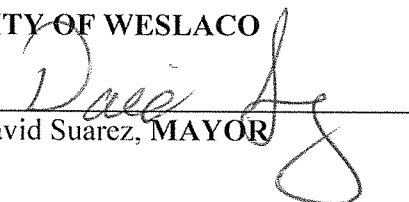
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

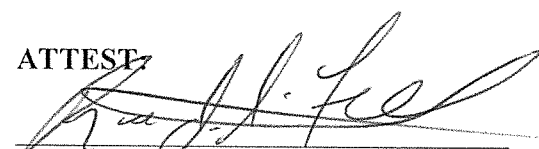
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

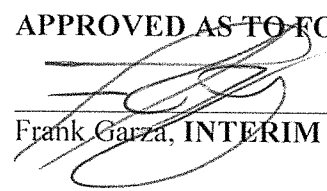
CITY OF WESLACO


David Suarez, MAYOR

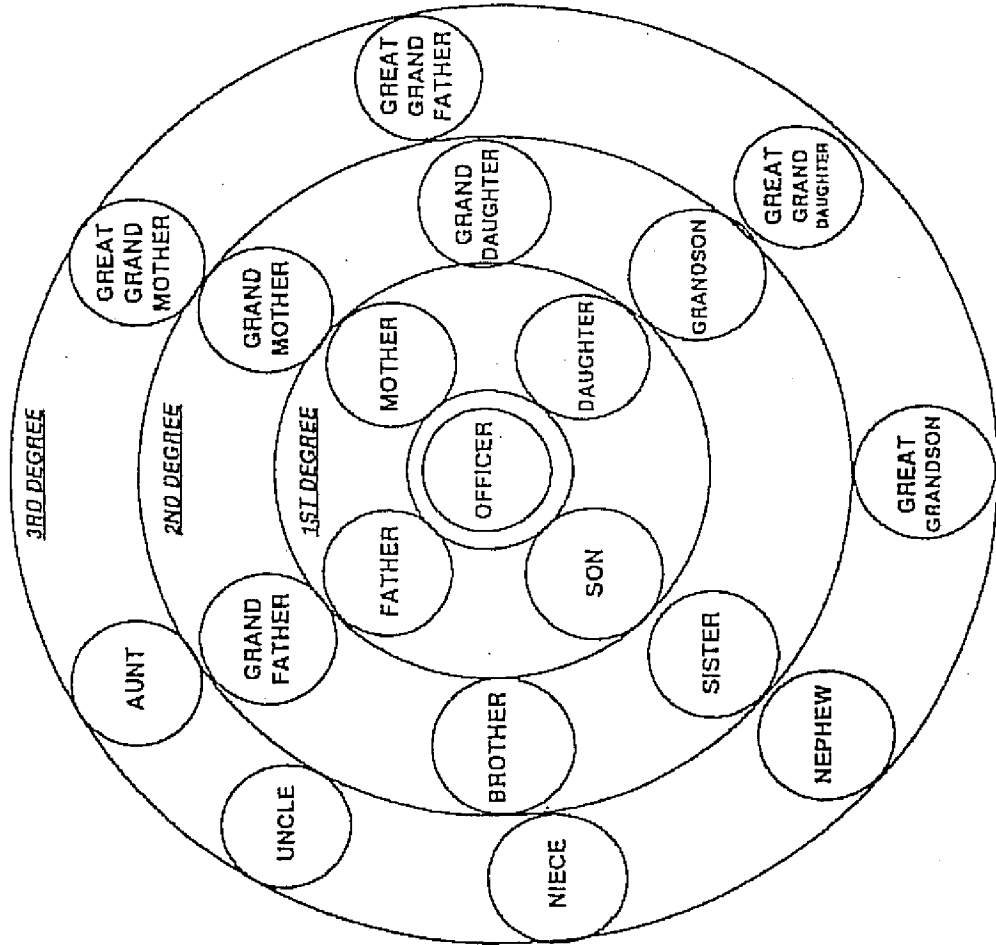
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

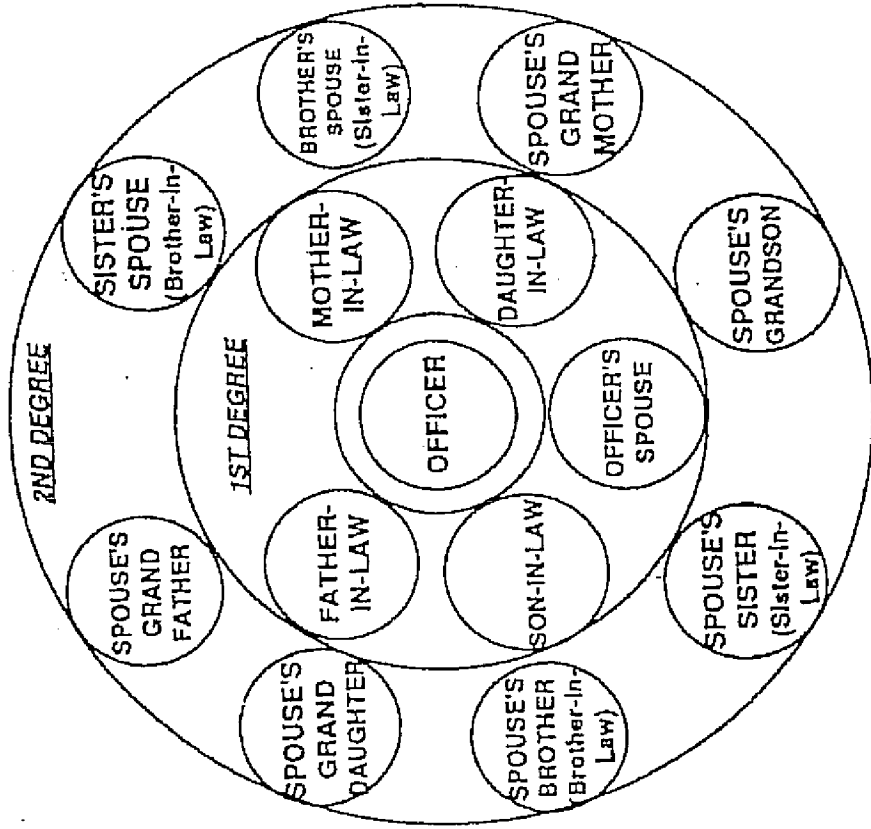
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Board of Adjustments & Appeals to the Zoning-Ordinance

TERM START	TERM EXPIRES	TERMS SERVED	FIRST NAME	LAST NAME
1/7/2015	1/6/2019	1	Paul	Garza
6/1/1982	11/2/2017	15	Andy	Veliz
4/6/2016	11/6/2017	0	*Francisco	Castanellos
9/6/2016	10/4/2019	0	Adrian	Torres
2/22/2017	12/21/2017	0	*Mark	McCaleb

*serving unexpired term

As of 90817

Adelaida Vega

From: Joe Pedraza
Sent: Friday, November 17, 2017 8:01 AM
To: Adelaida Vega
Cc: Elizabeth M. Walker
Subject: FW: BOA

Hope this is enough

Joe Pedraza
Health Official
Code Enforcement Supervisor

From: Mark McCaleb [mailto:mark@mccalebfuneralhome.com]
Sent: Friday, November 17, 2017 7:56 AM
To: Joe Pedraza <jpedraza@weslacotx.gov>
Subject: BOA

Sign me up for another term

RESOLUTION NO. 2017-70

**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 a term on the Board of Adjustments & Appeals-Zoning Ordinance and
the term will expire on _____ day of _____, 20____.

PASSED AND APPROVED on this 21st day of November 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1341	
From:			
Subject: Discussion and consideration to approve Resolutions 2017-74, 2017-75, 2017-76, 2017-77 and 2017-78 appointing five members to expired terms on the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Five terms are set to expire. Jim Forward, Lonnie Berry, and Jose Trevino desire to continue to serve. However, Charles Warren and Raul Cabaza do not desire to be reappointed. As all seven members' terms expired this year, the members will draw straws at the next possible Planning and Zoning Commission meeting to stagger terms. Miles Bullion, Ramiro Vela, and Adrian Torres have submitted applications of interest for the vacancies.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: 16 Board Appt., P&Z applicants, P&Z member roster, Letter of Interest Jim Forward, Letter of interest Lonnie Berry, Letter of interest-Jose Trevino, Resolution 2017-74, Resolution 2017-75, Resolution 2017-76, Resolution 2017-77, Resolution 2017-78			

Responsibilities upon Approval:

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	5	2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval min. 3 mths	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		3year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*						Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											5	5	2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5	5	2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7	7	3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7	3	3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statute	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

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

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

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Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

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B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

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C. Confirmation

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D. Attendance

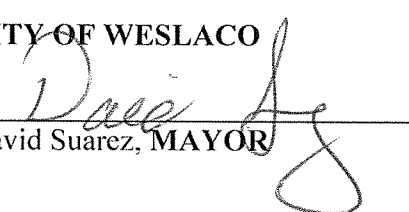
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

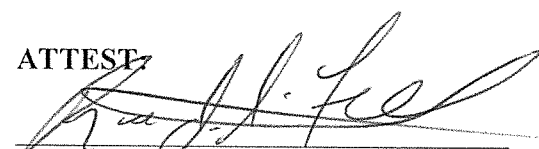
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

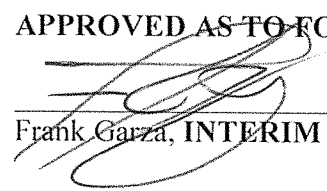
CITY OF WESLACO


David Suarez, MAYOR

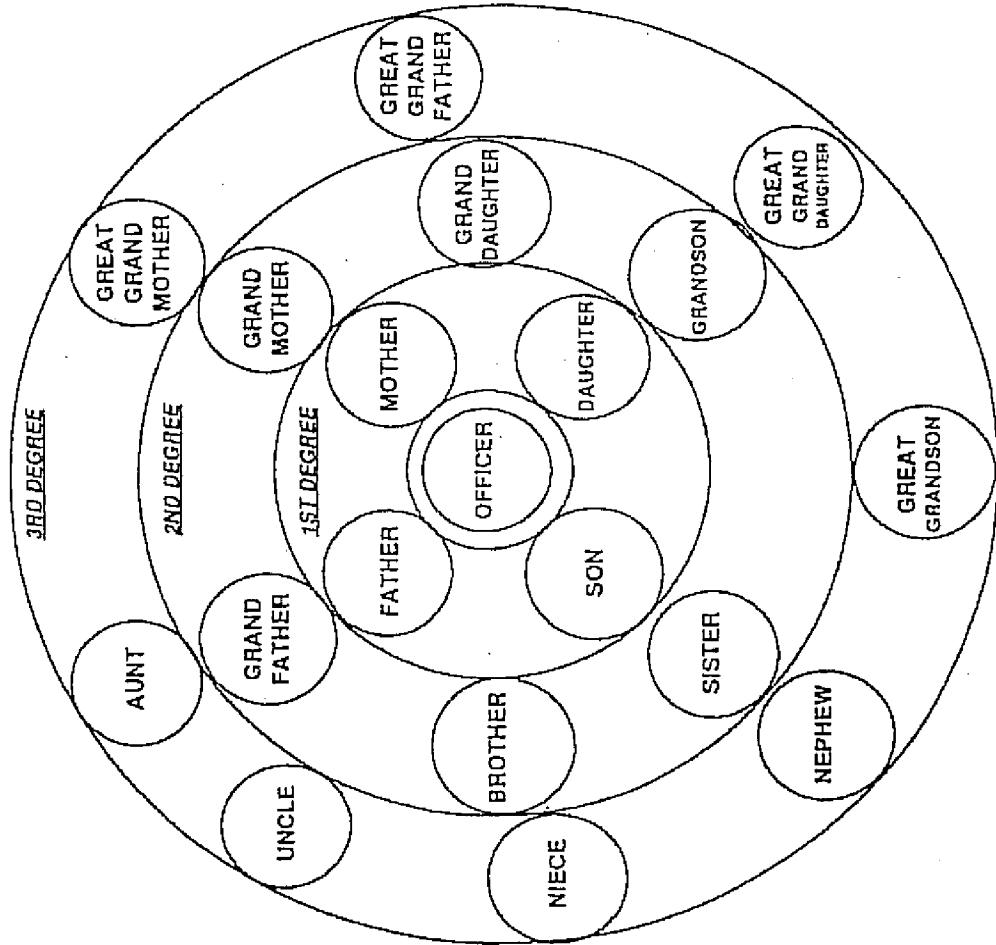
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

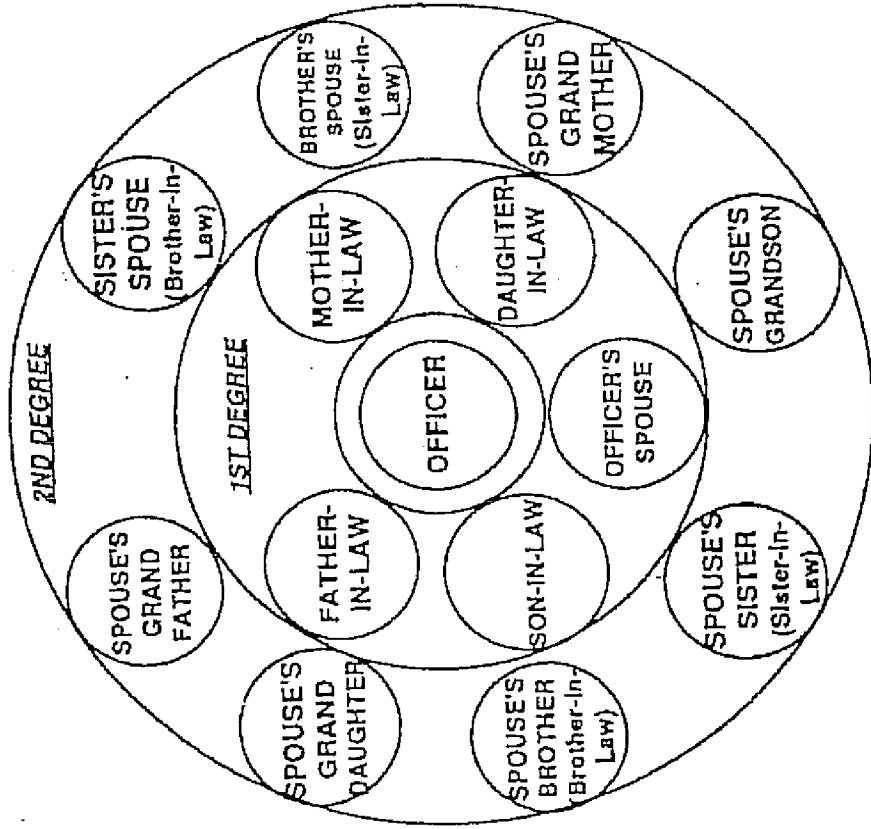
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Planning & Zoning Commission Applicants

First Name	Last Name	Application Date
Ramiro	Vela	10/4/2017
Adrian	Torres	11/8/2017
Miles	Bullion	11/14/2017

PLANNING & ZONING COMMISSION

TERM START	TERM EXPIRES	FIRST NAME	LAST NAME
12/3/2014	12/3/2017	Juan Jose	Trevino
4/2/1996	4/2/2020	David	Hernandez
12/2/2008	12/17/2017	Lonnie	Berry
4/19/2016	12/3/2017	*Jim	Forward
9/20/2017	12/3/2017	*Raul	Cabaza III
7/5/2011	7/07/2020	Randy	Summers
11/18/1997	12/17/2017	Charles	Warren

*serving unexpired term of Lazaro Cardenas

*serving unexpired term of Clemente Mena

Revised 92117 mv

11/2/2017

Jim Forward
1217 Buena Suerte
Weslaco, TX 78596

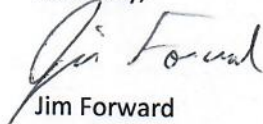
City of Weslaco
225 S. Kansas Avenue
Weslaco, TX 78596

Members of the City Council,

I am writing to inform you that I would like to continue to serve on the planning and zoning commission. As a member of the P&Z commission I will continue to exercise fair and honest judgement to the public and show respect to everyone.

Thank you again for the opportunity to serve.

Sincerely,

A handwritten signature in cursive script that reads "Jim Forward".

Jim Forward

November 1, 2017

Re: Position on Planning and Zoning Board

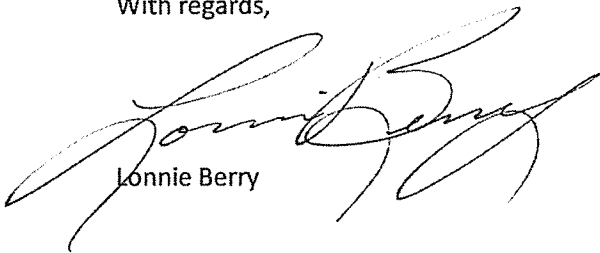
To whom it may concern:

For several terms, I have served on the Planning and Zoning Board and presently I serve as vice chairman of this board.

Serving the community and the city has been my privilege and I would be delighted if you allow me to continue to serve for another term.

I am readily available if you have question or concerns, so please feel free to contact me at 956-239-2271.

With regards,

A handwritten signature in black ink, appearing to read "Lonnie Berry", with a stylized, flowing script. The signature is positioned above the printed name "Lonnie Berry".

Lonnie Berry

Weslaco City

My name is Jose Trevino I have enjoyed serving as a planning and zoning commissioner for the great city of Weslaco. I still wish to continue to serve as a planning and zoning commissioner for our great city as to continue to do my part in making are city grow and prosper.

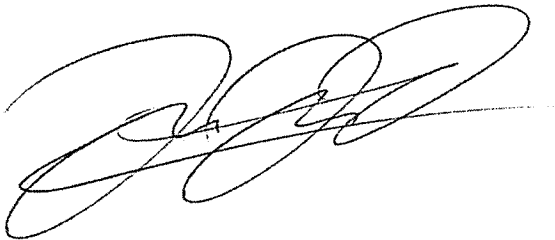
I served in the army as a combat infantryman and did two tours in Iraq in OIF 1 and OIF 2 (operation Iraqi freedom) I retired from the Army in 2010.

I have also served as the president of the HOA at cotton estates central and continue to serve today for the last 4 years.

Thank you for your time

US. Army Retired

Jose Trevino

A handwritten signature in black ink, appearing to read 'Jose Trevino', with a large, stylized flourish at the end.

RESOLUTION NO. 2017-74

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF WESLACO, TEXAS THAT** _____ is
appointed to serve on the Planning and Zoning Commission Board and your term will
expire on ____day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-75

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF WESLACO, TEXAS THAT** _____ is
appointed to serve on the Planning and Zoning Commission Board and your term will
expire on ____day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-76

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF WESLACO, TEXAS THAT** _____ is
appointed to serve on the Planning and Zoning Commission Board and your term will
expire on ____day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-77

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF WESLACO, TEXAS THAT** _____ is
appointed to serve on the Planning and Zoning Commission Board and your term will
expire on ____day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-78

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF WESLACO, TEXAS THAT** _____ is
appointed to serve on the Planning and Zoning Commission Board and your term will
expire on ____day of _____, 20____.

PASSED AND APPROVED on this 7th day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1300	
From:			
Subject: Discussion and consideration to approve Resolution 2017-69 to allocate votes in the election for the 2018-2019 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code. Possible action. (Staffed by City Secretary's Office.)			
Background: Allocate as much as 75 votes for the 2018-2019 Appraisal District Board of Directors. Together with WISD, Weslaco controls about 4.5% of all assigned votes. Previously, the Commission allocated all votes to David Hernandez, who seeks reappointment. Additionally, Mr. Richard Garza submitted a letter of interest.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: Official Ballot and candidate biography, Richard Garza request for consideration, Resolution 2017-69			
Responsibilities upon Approval: Execute, retain and notify Hidalgo County Appraisal District of Commission action.			

HIDALGO COUNTY APPRAISAL DISTRICT

✓ (2)
Done
10/24/17
[Signature]

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

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

October 23, 2017

Honorable Mayor
City of Weslaco
255 S. Kansas
Weslaco, TX 78596



Re: Election Ballot 2018-2019 Appraisal District Board of Directors

Dear Honorable Mayor:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate that provided such, and a list of the total vote distribution for all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before DECEMBER 15, 2017. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before DECEMBER 29, 2017 to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: pma

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

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

Hidalgo County Appraisal District 4405 S. Professional Drive PO Box 208 Edinburg, TX 78540-0208 "OFFICIAL BALLOT" Election of 2018-2019 Appraisal District Board of Directors	
Entity: City of Weslaco	Authorized Votes: 75
Nominee	# Of Votes
Mike Alaniz	
Alex Ballesteros	
Albert D. Cardenas	
Carlos Garcia	
Pete Garcia	
David Garza	
Jaime Garza	
Richard A. Garza	
David Hernandez	
Mary A. Palacios	
Jason Pena	
Rodolfo "Rudy" Ramirez	
Amador Requenez	
David Simmons	
Tom Wingate	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

2018-2019
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2016 Tax Levied	2016 Total Levy	2016 Percent	Votes	2018-2019 Directorships	2018-2019 Official Votes
Entity						
Hidalgo County	\$ 189,038,466	\$ 783,274,067	24.134%	241	5	1205
Cities						
Alamo	\$ 3,253,269	\$ 783,274,067	0.415%	4	5	20
Alton	\$ 1,714,003	\$ 783,274,067	0.219%	2	5	10
Donna	\$ 4,815,163	\$ 783,274,067	0.615%	6	5	30
Edcouch	\$ 474,075	\$ 783,274,067	0.061%	1	5	5
Edinburg	\$ 25,928,488	\$ 783,274,067	3.310%	33	5	165
Elsa	\$ 1,474,408	\$ 783,274,067	0.188%	2	5	10
Granjeno	\$ 18,758	\$ 783,274,067	0.002%	1	5	5
Hidalgo	\$ 2,063,115	\$ 783,274,067	0.263%	3	5	15
La Joya	\$ 720,201	\$ 783,274,067	0.092%	1	5	5
La Villa	\$ 444,776	\$ 783,274,067	0.057%	2	5	10
McAllen	\$ 42,519,989	\$ 783,274,067	5.428%	54	5	270
Mercedes	\$ 4,066,335	\$ 783,274,067	0.519%	5	5	25
Mission	\$ 20,104,913	\$ 783,274,067	2.567%	26	5	130
Palmview	\$ 2,021,047	\$ 783,274,067	0.258%	3	5	15
Penitas	\$ 1,054,274	\$ 783,274,067	0.135%	1	5	5
Progreso	\$ 603,160	\$ 783,274,067	0.077%	1	5	5
Pharr	\$ 17,456,074	\$ 783,274,067	2.229%	22	5	110
San Juan	\$ 6,638,278	\$ 783,274,067	0.848%	8	5	40
Sullivan City	\$ 410,132	\$ 783,274,067	0.052%	2	5	10
Weslaco	\$ 11,478,848	\$ 783,274,067	1.465%	15	5	75
Schools						
Donna	\$ 15,236,606	\$ 783,274,067	1.945%	19	5	95
Edcouch-Elsa	\$ 3,853,840	\$ 783,274,067	0.492%	5	5	25
Edinburg	\$ 69,661,093	\$ 783,274,067	8.894%	89	5	445
Hidalgo	\$ 7,144,768	\$ 783,274,067	0.912%	9	5	45
La Joya	\$ 29,094,600	\$ 783,274,067	3.714%	37	5	185
La Villa	\$ 1,313,459	\$ 783,274,067	0.168%	2	5	10
Lyford	\$ 123,381	\$ 783,274,067	0.016%	1	5	5
McAllen	\$ 78,984,670	\$ 783,274,067	10.084%	101	5	505
Mercedes	\$ 6,608,633	\$ 783,274,067	0.844%	8	5	40
Mission	\$ 25,801,875	\$ 783,274,067	3.294%	33	5	165
Monte Alto	\$ 1,223,325	\$ 783,274,067	0.156%	2	5	10
PSJA	\$ 56,528,231	\$ 783,274,067	7.217%	72	5	360
Progreso	\$ 2,072,937	\$ 783,274,067	0.265%	3	5	15
Sharyland	\$ 41,769,062	\$ 783,274,067	5.333%	53	5	265
So Tx College	\$ 59,701,218	\$ 783,274,067	7.622%	76	5	380
South Texas ISD	\$ 16,452,859	\$ 783,274,067	2.101%	21	5	105
Valley View	\$ 7,042,210	\$ 783,274,067	0.899%	9	5	45
Weslaco	\$ 24,363,529	\$ 783,274,067	3.110%	31	5	155
Grand Total	\$ 783,274,067		100.000%	1004		5020

Mike Alaniz
La Joya



1981 Graduate of La Joya High School

1989 University of Texas Pan American Social Bachelor's Degree in 1989-UT Pan American

Worked with LA Joya Independent School District from 1994 to 1999 at Chavez Middle School as a Math Teacher

Currently working with the City of LA Joya as City Administrator My responsibilities are overseeing the Finances, Personnel, Short and Long Range Panning of all Departments ad Posses Good Public Relations and Communications

Currently an Alternate from 2010 to present for the City of LA Joy

Married to Norma Linda Alaniz

Proud father to three (3) sons: Joshua Christopher Alaniz, Michael Daven Alaniz and Stepson Dagoberto Rodriguez, Jr. Three (3) Daughters, Katrina Michelle Alaniz, Cristina Daniel Alaniz and Stepdaughter Dayna Trevino. Five (5) Grandsons and Two (2) Granddaughters

Alejandro Ballesteros McAllen



*Attorney at Law
Hidalgo County, Texas*

Over the past eleven years, Alejandro has been successfully practicing as an attorney and has established important relationships with Hidalgo County residents. His current business activities include being the President of Ballesteros Gonzalez Law Firm PLLC and Legal Counsel for several local corporations. He is a board member for the nonprofit organization supporting Autism named Bebo's Angels.

As a Finance/Risk Management major from St. Mary's University - Bill Greenhey School of Business, Alejandro has managed wholesale auto sales, nonprofit organizations and taken on assistant role at Merrill Lynch.

Alejandro is a proud resident of Hidalgo County, Texas. He has kept the community's interest in mind by making himself readily available to residents who are in need of legal representation. He is married to Susanna Alexander from Laredo and they have four children. Alejandro and his family are members of the Our Lady of Sorrows Catholic Church. He is a firm believer in justice, communal values, and respect for one another.

Education:

Bachelor's Degree in Business and Corporate Finance/Risk Management from St. Mary's University- Bill Greenhey School of Business, December 2001.

Juris Doctor from St. May's University School of Law, May 2005.

Awards and recognitions:

Pro Bono Achievement Award, St. Mary's University School of Law

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

Carlos Garcia

No Bio or Photo Provided

**Pete Garcia
San Juan**



San Juan EDC Boar, 2015 Member

Region ESL Member

Head Start Advisory Member 2013-2015

San Juan Housing Authority Member 2015

PSJA School Board Member 2004-2013

Hidalgo County Appraisal District Board of Directors Board Member 2009-2013

David Garza

No Bio or Photo Provided

Jaime Garza

No Bio or Photo Provided

**Richard A. Garza
Edinburg**



Hidalgo County Appraisal District is responsible for appraisal all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal practices (USPAP).

Lifelong Resident of Rio Grande Valley

Received Real Estate License at age 18

BBA in Finance, Pan American University

Real Estate Broker, BIC Realty for over 35 years

President of BIC Investment, GR Land Co., GarCo Ltd., BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuillas Investment Co.

Chairman of Cuartitos.com, a cargo shipping container leasing co.

Longtime member of McAllen Board of Realtors & Edinburg Board of Realtors

Texas Association of Realtors since 1977

Past Zoning Commissioner McAllen Planning & Zoning Board

Past Vice-President of Finance Discovery Montessori School Board

Plazas Del Lago HOA Finance Director

Chairman, Hidalgo County Appraisal District Board of Directors 1991 to Present

Richard A. Garza

Page 2

Boy Scouts of America – Troup Leader

Current Director, Texas Land Developers Association

Member of Santa Gertrudis Breeders International

Previous Member Edinburg Hospital Authority Board of Directors

Member of The Las Villas at South Padre Island Board of Directors

Member of Holy Spirit Catholic Church

Previous Director of Edinburg Chamber of Commerce Board of Directors

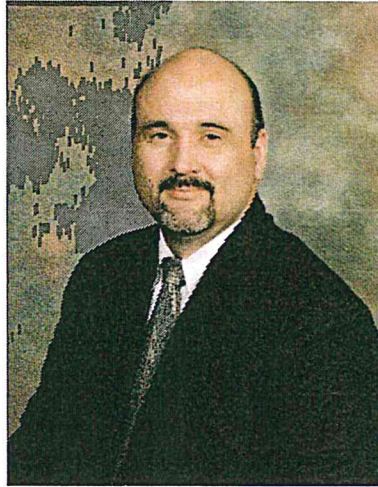
Current Member of Edinburg Chamber of Commerce

Current Member of McAllen Chamber of Commerce

Current Member of McAllen Hispanic Chamber of Commerce

Married to Sylvia Sanchez Garza for 17 years with four sons

**David Hernandez
Weslaco**



President/Owner & Operator of Holiday Wine & Liquors

Partner/Owner Pop-A-Top, Harlingen

Owner of Hernandez Farms, OCT Distributing

Vice-Chairman, Hidalgo County Appraisal Board of Directors 2006 to Present

Served 6 years as Director Weslaco Economic Corporation

Served 7 years as Director Weslaco Economic Corporation

Served 25 years and continue to serve on Weslaco Planning & Zoning Commission

Current Chairman on Weslaco Planning & Zoning Commission

Former Weslaco ISD Board Member

Former McAllen Boys & Girls Club Member

Former Palm Valley Animal Shelter Board Member

Member McAllen Chamber of Commerce

Member Hispanic Chamber of Commerce

Member Weslaco Chamber of Commerce

Member Rio Grande Valley Partnership

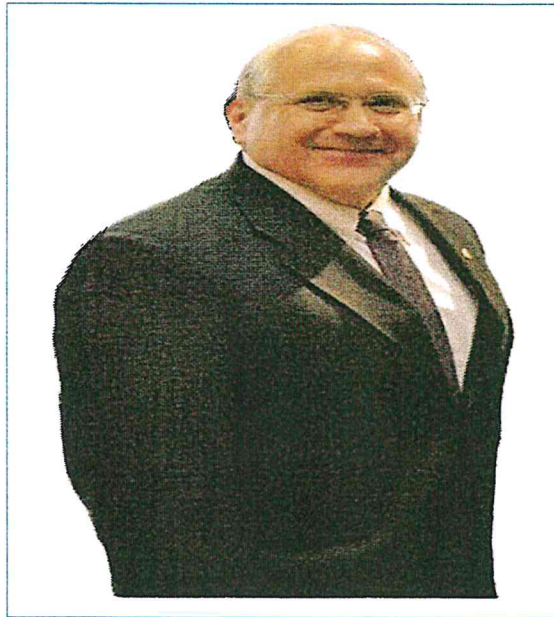
Mary A. Palacios

No Bio or Photo Provided

Jason Pena

No Bio or Photo Provided

**Rudy Ramirez
Edinburg**



Mr. Rodolfo “Rudy” Ramirez is the Executive Director for the Edinburg Housing Authority (EHA), the public housing agency for the city of Edinburg, mandated and funded by the United States Department of Housing and Urban Development (HUD). As the EHA Executive Director since 2011, he is responsible for the administration of more than 1,336 low income housing units (423 public housing units and 913 Housing Choice Voucher units, as of December 01, 2016,) in Edinburg. EHA has maintained their High-Performance Status by HUD since Mr. Ramirez took office. Ramirez has been involved in the community all his life, serving as a Commissioner with EHA from 1991 to 2011 and as a School Board trustee for ECISD from 1999 to 2005.

Mr. Ramirez believes in living a self-sufficient life and the way to do that is by pursuing a higher education. His understanding has led him to build partnerships with the Edinburg Consolidated Independent School District and The University of Texas Rio Grande Valley. Establishing relationships with different academic leaders and colleges have exposed and expanded the doors of opportunity for EHA residents. His dedication has allowed EHA for the first time ever to partner and work with the College of Liberal Arts, Fine Arts, Engineering and Computer Science, Health Affairs, Education and P-16 Integration, Robert C. Vackar College of Business & Entrepreneurship and Graduate College.

Rudy Ramirez

Page 2

His experience details a dynamic leader with a proven track record in organizational change, program integrity, operational effectiveness, transparency and amalgamating federal, state and local resources. As an Executive Director, he acts as liaison between the governing bodies, the client population and general public besides supervising daily operations. He also works closely with and provides professional advice to governing bodies and staff to effectively implement a variety of housing programs and ensure their compliance with mandated standards.

He comes from a strong real estate and education background. He served in a number of roles prior to his work as an Executive Director. He owned and ran a successful real estate business in the past. He is also a licensed Real Estate Broker and has taught continuing education real estate classes at South Texas College. Besides being a realtor, he also taught for the Edinburg school district at Sam Houston Elementary and San Carlos elementary between 1987 and 1993.

Mr. Ramirez is also now serving as the President for Housing Alliance of Valley Employees South Texas Region (H.A.V.E. S.T.R.) his term began January 2017. H.A.V.E. S.T.R. is a professional membership organization consisting of agencies and individuals who administer housing and community development in the South Texas Region. Mr. Rodolfo 'Rudy' Ramirez has been awarded the 'Texas NAHRO Executive Director of the Year award by National Association of Housing and Redevelopment Officials for the last three consecutive years.

Ramirez is currently pursuing his Master of Public Administration from the University of Texas - Rio Grande Valley and is expected to graduate in 2018. He holds a Bachelor of Science degree in Education from the University Texas- Pan American since 1987.

Mr. Ramirez was born and raised in Edinburg, TX, is married to Pamela Ramirez, and they have four children - Rudy Jr., Pete, Ida Marie, and Ivy May Ramirez. Mr. Ramirez is a firm believer of the motto: "Change starts with us."

**Amador Requenez
Mission**



Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to 2009
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

David Simmons
Donna



Has married to Dolores Solis Simmons for the past 37 years. We have two sons, Justin David Simmons and Brandon Stuart Simmons. My wife and I currently reside at 1503 Hunt Avenue, Donna, Texas.

I was born in Edinburg, Texas to Charles William Simmons and Lydia Tagle Simmons. I am the youngest of eight children. I graduated from Shaw High School in Cleveland, Ohio and attended Ohio University in Athens Ohio. I returned to the Rio Grande Valley in 1976. I Attended Texas A&M Firemen Training School and received certification as a firefighter in various areas. I also was invited to attend the U.S. Border Patrol Citizen's Academy.

I worked for the Edinburg Consolidated Independent School District and Brownsville Independent School District in the tax department as a tax appraiser. I also worked for Hidalgo County Tax Office and Trans America Title Company. I also served in the capacity as Tax Assessor Collector for the Donna Independent School District for many years until the tax office was closed in 2009.

I held a Registered Texas Assessor / Collector and Registered by the State of Texas Department of Licensing and Regulation till the school district tax office close in 2009. I am still employed and have 30 years of service with Donna Independent School District as a Director with Custodial Support Services.

Also, I served as Mayor for the City of Donna. I held that position since June, 2008 till October 2014. I have served as the Fire Chief for the Donna Volunteer Fire Department since 1991 and still hold that position as of today.

David Simmons

Page 2

I have received various awards from my community for Bravery Beyond the Call of Duty, Heroism, Leadership, Professionalism, Outstanding Service, and the Rio Grande Valley Walk of Fame.

I also serve on various committees:

Lower Rio Grande Valley Development Council, Board of Directors

Texas Association of Assessing Officers

South Texas Association of School Maintenance Officials

Region One Education Service Center Officials for Safe Schools/School Health and Security Audits

Texas Fire Chiefs Association

Rio Grande Valley Firefighters & Fire Marshals Association

State of Texas Emergency Management

Texas Safe Schools Alliance

NIMS Certification through Emergency Management Institute, Emmetsburg, MD

Tom Wingate McAllen



PERSONAL INFORMATION

Birthplace: Pleasanton, Texas (Seventh Generation Texan)

Residence: McAllen and Mission since 1978.

Marital Status: Married in August, 1970, Pamela J. Wingate, retired McAllen ISD public school teacher/librarian; two sons, T.J. and James, both McAllen attorneys; one daughter Marissa.

Business Address: 7000 North 10th Street, 2nd Floor, Suite C5, McAllen, Texas 78504

EDUCATION

Attended elementary schools in San Antonio and graduated from South San Antonio High School in 1967

St. Mary's University, B.B.A., 1971

University of Texas School of Law, Juris Doctor, 1974

National College of District Attorneys, Career Prosecutor Graduate, 1976

BAR/LEGAL MEMBERSHIPS

Supreme Court of Texas
Supreme Court of the United States
U.S. Court of Military Appeals
Life Fellow – Texas Bar Foundation
Texas College of Real Estate Attorneys

LEGAL SPECIALIZATION

Board Certified Specialist in Commercial and Residential Real Estate Law by the State Bar of Texas Board of Legal Specialization in 1983, and renewed in 1988, 1993, 1998, 2003, 2008 and 2013.

LEGAL EMPLOYMENT

1974-Present Practicing attorney.

2007-2008 Judge, 430th District Court, Hidalgo County, Texas (appointed by Governor Perry to new court)

Nov. 1991- President and legal counsel of Security Land Title Co., real estate title company,
2002 practicing attorney.

TEXAS REAL ESTATE COMMISSION:

Present Licensed Texas Real Estate Broker

BUSINESS EXPERIENCE

2012-Present Principal in Adelante Group LTD, Tex Title I, LLC, PW Properties, LLC, and various business ventures.

1992-2005 Originated Security Land Title Company in Hidalgo County, Texas. Served as President and Chairman.

MILITARY EXPERIENCE

1978-1999 Lieutenant Colonel, U.S. Army Reserves (Retired)
1987 Graduate, U.S. Army Command & General Staff College
1971-1978 Captain, U.S. Army Judge Advocate General Corps. active duty.

CIVIC AND RELIGIOUS ORGANIZATIONS

2014-Present Member, Texas Board of Criminal Justice (oversees all Texas prisons)
2003-2004 President, Sharyland ISD Education Foundation
2002-2003 Chairman of the Board, McAllen Chamber of Commerce
1999-2001 Chairman, Lower Rio Grande Valley Workforce Development Board (Workforce Solutions)
1998-2007 Member, Lower Rio Grande Valley Workforce Development Board (Workforce Solutions)
1992-1994 Chairman of Deacons, Calvary Baptist Church, McAllen, Texas
1978-Present Member, Calvary Baptist Church, McAllen, Texas
1986-1999 Ten year Member, Sharyland ISD Board of Trustees (served two terms as President)
1985 Initial incorporator and first president of McAllen United, a non-partisan good government organization
1984 President of McAllen South Rotary Club
1983 Chairman, McAllen United Way Fund Drive
1982 Graduate of first Leadership McAllen class
1982 Past Recipient of the Outstanding Young Man of McAllen Award – McAllen Chamber of Commerce

Richard A. Garza
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539
956-383-6295

Dear City of Weslaco leaders,

Please allow me to introduce myself.

My name is Richard A. Garza and you will see my name and 14 other nominees within a few weeks on the ballot for Hidalgo County Appraisal District Board of Directors.

As you probably know, various community leaders, such as yourself, manage blocks/clusters of votes that are weighted by the respective property taxes of the community you service. These votes will elect the Hidalgo County Appraisal District Board of Directors.

I am writing you to consider me for your votes. I am originally from a modest ranch family in San Isidro, Texas. My parents moved our family to Edinburg when we were young so that we might attend better schools. I am an alumni of the University of Texas Pan American with a degree in Finance. My wife Sylvia (Sanchez) Garza is from Weslaco and we have raised our four boys in the Edinburg/McAllen area.

Land and Property is a big deal in Texas.

I have been a real estate broker and development partner for more than 35 years. I have served on our appraisal board for more than twenty-five years. In my tenure, we have modernized the systems and created a new building to provide a professional customer service atmosphere for both our residential community and economic leadership.

I have invested thousands of hours of service in my role. As such, I enjoy sharing my experience and insights with both homeowners and regional leadership to foster balance and growth for our vibrant County.

Thank you for your consideration. My biography is also attached. Please call me at 956-383-6295 with any questions or ideas. I am readily available to listen to your interests on the issues governed by the appraisal board. I enjoy my profession and the nuances of real estate as it relates to being a Texas family and a driver for community growth.

I respectfully ask for your votes in the election for the Hidalgo County Appraisal District Board of Directors.

Thank you kindly,

RAG

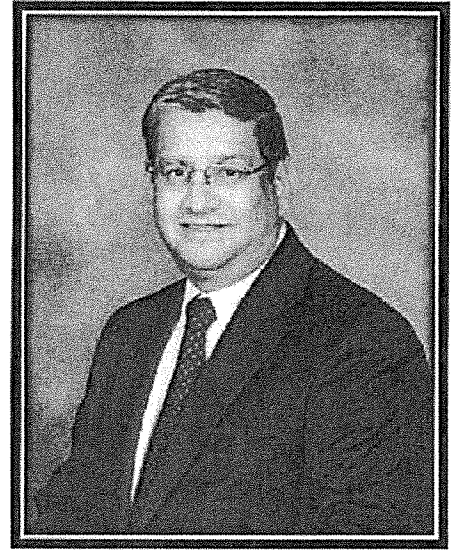
RICHARD A. GARZA, Edinburg

(Incumbent & Chairman)

Hidalgo Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP).

Brief Biography:

- ✦ Lifelong resident of Rio Grande Valley, Texas
- ✦ Received Real Estate License at age 18
- ✦ BBA in Finance, 1985 Pan American University
- ✦ Married to Sylvia Sanchez Garza for 27 years with four sons
- ✦ Real Estate Broker, BIC Realty for over 35 years
- ✦ President of BIC Investments, GR Land Co., Garco Ltd, BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inversiones & Anacahuillas Investments Companies.
- ✦ Chairman of Cuartitos.com, a cargo shipping container leasing co.
- ✦ Longtime member McAllen Board of Realtors & Edinburg Board of Realtors
- ✦ Texas Association of Realtors member since 1977
- ✦ Past Zoning Commissioner McAllen Planning & Zoning Board
- ✦ Past Vice President of Finance Discovery Montessori School Board
- ✦ Plazas del Lago HOA Finance Director
- ✦ Chairman, Hidalgo County Appraisal District Board of Directors 1991 to present
- ✦ Boy Scouts of America – Troop Leader
- ✦ Current Director, Texas Land Developers Association
- ✦ Member of Santa Gertrudis Breeders International
- ✦ Previous Member Edinburg Hospital Authority Board of Directors
- ✦ Member of The Las Villas at South Padre Island board of Directors
- ✦ Member of Holy Spirit Catholic Church
- ✦ Previous director of Edinburg Chamber of Commerce board of directors
- ✦ Current member of Edinburg Chamber of Commerce
- ✦ Current member of McAllen Chamber of Commerce
- ✦ Current member of McAllen Hispanic Chamber of Commerce
- ✦ Current member of National Portable Storage Association



RESOLUTION NO. 2017-69

**STATE OF TEXAS § RESOLUTION CASTING VOTES BY THE
COUNTY OF HIDALGO § CITY OF WESLACO FOR A CANDIDATE TO
CITY OF WESLACO § HIDALGO COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS 2018-2019.**

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 votes to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser by December 15, 2017 and

WHEREAS, the City wishes to cast all its 75 assigned votes to _____ as candidate on the ballot for Director of the Hidalgo County Appraisal District 2018-2019.

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 cast its _____ assigned votes to _____ 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 21st day, November 2017.

CITY OF WESLACO

David Suarez
MAYOR

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1376	
From:			
Subject: Discussion and consideration to approve Resolution 2017-80 appointing one Commission member to replace the alternate on the Amigos del Valle. Possible action. (Staffed by City Secretary's Office.)			
Background: On September 19, at the request of Amigos del Valle, the Commission appointed Mayor Pro-Tem Gerardo Tafolla as its representative member to that board with Commissioner Olga Noriega as alternate. Subsequent to the local general election, Commissioner Noriega must be replaced.			
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):			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: Amigos del Valle, Resolution 2017-80			
Responsibilities upon Approval:			



4138 Crosspoint Blvd.
Edinburg, Texas 78539
Phone (956) 213-9400
Fax (956) 213-8119

August 29, 2017

BOARD OFFICERS

GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
President
SONIA GALLEGOS
Mayor Pro Tem, Donna
Vice-President
VICTOR LEAL
City Commissioner, Harlingen
Secretary
NORIE GARZA
Mayor Pro Tem, Mission
Treasurer
BASILIO SANCHEZ
Representative, Cameron County
Senior Member

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

**RE: FY 2017-2018 City of Weslaco ADV Annual
Board Representative & Alternate Re-Appointment**

Honorable Mayor Suarez:

Our agency continues to need and depend on your City's active participation in our Board of Directors through your appointed Board Representative and Alternate.

This letter is to request your City's appointment of your Representative and Alternate for our Fiscal Year 2017-18 (October 1, 2017 – September 30, 2018) Board of Directors by no later than Thursday, September 21, 2017.

Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in form of a resolution to Ms. Anita Jenny, Executive Administrative Assistant, at our Administration Office.

Representative

Mayor Pro-Tem Gerardo Tafolla

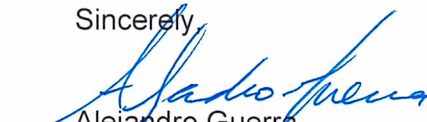
Alternate

Comm. Olga Noriega

Please be assured that we are very grateful for your City's forty-three (43) year commitment and involvement with our agency as a member of our Board of Directors.

If you have any questions, please call me at your convenience at (956) 213-9400.

Sincerely,


Alejandro Guerra
Executive Director

cc: Mayor Pro-Tem Gerardo Tafolla



"Providing 43 Years of Service"
1974 - 2017

RESOLUTION NO. 2017-80

THE STATE OF TEXAS	§	A RESOLUTION APPOINTING A MEMBER
COUNTY OF HIDALGO	§	AND AN ALTERNATE MEMBER TO THE
CITY OF WESLACO	§	AMIGOS DEL VALLE, INC. BOARD OF
		DIRECTORS FOR FISCAL YEAR 2017-2018

WHEREAS, the Amigos del Valle, Inc. has requested that a City of Weslaco elected official be appointed to serve as the official member of the Amigos del Valle, Inc. Board of Directors; and

WHEREAS, the City of Weslaco may elect to appoint an individual of the City of Weslaco to serve in place of the official member; and

WHEREAS, the Amigos del Valle, Inc. has requested that a City of Weslaco elected official be appointed to serve as an alternate member of the Amigos del Valle, Inc. Board of Directors; and

WHEREAS, on September 19, 2017 Mayor Pro Tempore Gerardo “Jerry” Tafolla was appointed to the Amigos del Valle, Inc. Board of Directors on behalf of the City of Weslaco.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO that _____, City Commissioner be appointed as an alternate member of the Amigos del Valle, Inc. Board of Directors and a copy of this Resolution shall be delivered to the Amigos del Valle, Inc. to evidence these appointments.

PASSED AND APPROVED this 21st day of November, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1356	
From:			
Subject: Discussion and consideration to extend the Severn Trent annual agreement two-years for an annual increase capped at 1.3% and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item November 7, 2017; requested by Severn Trent.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Recommend approval; should reconsider chemical cost with next contract.			
Staff Recommendation:			
Attachments, if any: STS Page 2 - Proposal, 2017-10-24 STS Letter w Final Cost			
Responsibilities upon Approval:			

Severn Trent Annual Base Fee: Third Year Agreement –As per the release of the September 2017 Consumer Price Index data, an increase of 3.341% could be requested per our agreement. However, we understand that the City of Weslaco through your administration set goals this year to reduce expenditures and increase the financial status of the City. In efforts of assisting the City with achieving these goals and securing our partnership, STS would like to offer a 1.341% increase verses the 3.341% CPI in return for a 24 month extension. If agreed upon, the annual base fee adjustment date will be effective October 1, 2017.

Below is a table summarizing the above conditions:

2016-2017 Base Fee	\$2,580,357.00
Annual Base Fee 2017-2018 Increase 1.3%	\$33,544.68
Chemical Base Increase	\$24,322.00
Repair and Maintenance Base Increase	\$0.00
Sludge Disposal Base Increase	\$3,275.09
Total Proposed Annual Agreement 2017-2018 Base Fee	\$2,641,498.77
Difference Total:	\$61,141.77

Acknowledgment:

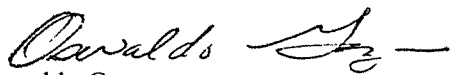
Mike Perez, City Manager

Date

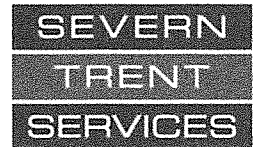
We look forward to each upcoming year as an opportunity to grow with the City and provide world class service for the community.

Please call me if you have any questions or would like any additional information about this proposal.

Respectfully,


Oswaldo Garza
Regional Manager

Cc: George Quilantan, Project Manager



Severn Trent Services
2500 N. Texas Blvd
Weslaco, TX 78596

T: 956-968-2833
F: 956-969-3525

www.severntrentservices.com

October 24, 2017

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

Re: Proposed Amendment Letter and 24 month extension for Budget Year 2017-2018

Dear Mr. Perez:

Severn Trent is pleased to have the opportunity to continue providing professional operations and maintenance services for the City of Weslaco's water and wastewater treatment facilities entering year three. Severn Trent will continue to dedicate our people, programs, and technologies to work together in partnership with you to meet the City's water and wastewater challenges in an innovative and cost-effective manner.

As you are aware the cost of doing business in the waterworks industry continues to escalate due to fluctuation in fuel, energy, and raw materials costs. These higher costs directly affect our daily operational cost as they have impacted the City's budget as well.

Our second year continued to see many changes as Severn Trent and the City have worked together to provide needed improvements to the system for the community. I have outlined these changes below and their impact on the service costs.

Repair and Maintenance Limit - As per Schedule 5. Sec. 1. of our original agreement, the repair and maintenance limit for the second year is Two Hundred and Fifty Six Thousand Dollars (\$256,000.00.). Expenditures thru end of September 2017, is \$321,957.54 and the maintenance limit was exceeded by \$65,957.54. We are not proposing an increase at this time. We will continue to manage the budget and look for ways to help the City optimize costs by performing capital improvements whenever possible.

Baseline Conditions – As per Schedule 6 of our original agreement, the baseline annual average flow increased during the second year for the South WWTP and the Water Plant. The North WWTP is 2.26 MGD **actual flow is 2.03 MGD**; the South WWTP is 1.35 MGD **actual flow is 1.44 MGD**; and the Water Plant is 4.94 MGD **actual flow is 5.92 MGD**. The increase flow will require additional sludge disposal and chemical usage. We request an additional \$24,322 in chemicals to meet this baseline increase. We also request an additional \$3,275.09 in sludge hauling to meet flow increase. The start-up and operations of Water Plant 2 impacted sludge and chemical costs.

Severn Trent Annual Base Fee: Third Year Agreement –As per the release of the September 2017 Consumer Price Index data, an increase of 3.341% could be requested per our agreement. However, we understand that the City of Weslaco through your administration set goals this year to reduce expenditures and increase the financial status of the City. In efforts of assisting the City with achieving these goals and securing our partnership, STS would like to offer a 1.341% increase verses the 3.341% CPI in return for a 24 month extension. If agreed upon, the annual base fee adjustment date will be effective October 1, 2017.

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Difference Total:	\$61,141.77

Acknowledgment:

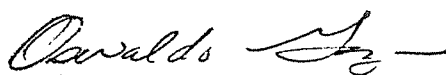
Mike Perez, City Manager

Date

We look forward to each upcoming year as an opportunity to grow with the City and provide world class service for the community.

Please call me if you have any questions or would like any additional information about this proposal.

Respectfully,


Oswaldo Garza
Regional Manager

Cc: George Quilantan, Project Manager

Attachment A

The below chemical costs are only for the Water Plant and only represent the amount over the 4.94 baseline.
See "Attachment B" for chemical data.

Alum – 8,230 gallons/yr. =	\$9,685.00
Hypo – 10,445 gallons/yr. =	\$8,931.00
Chlorite – 333 gallons/yr. =	\$3,030.00
LAS – 2,133 gallons/yr. =	\$2,152.00
Acid – 635 gallons/yr. =	\$523.00
Total Overage Year Cost:	\$24,322.00

The below sludge disposal costs are for all treatment plants and only represent the amount over the 4.94 baseline. See "Attachment C" for sludge data.

North Wastewater Plant: -4,200,000	-\$519.00
South Wastewater Plant: 33,966,222 gallons/yr. =	\$1,013.00
Water Plant: 140,763,000 gallons/yr. =	\$2,781.00
Total Overage Year Cost:	\$3,275.00



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1304	
From:			
Subject: Discussion and reconsideration to purchase one (1) 2018 vehicle from Buyboard vendor Gunn Chevrolet Ltd. under the capitol outlay fund 2017-2018 budget for Collections Department, being a 1 Ton Pick up Regular Cab with service body from \$34,113 to \$36,733 and authorize the Mayor to execute any related documents. Possible action. (This item was approved November 7, 2017; Staffed by Parks and Recreation Department.)			
Background: When completing the PO process the human error was caught on one unit from \$34,113 to \$36,733. The unit is still less expensive then the Ford unit that was quoted out at \$39,508.52..			
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):			
Elizabeth Walker		Created/Initiated	
David Arce		Approved	
Olga Garza		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: 2018 Gunn Quotes (Original), Collections Truck #7			
Responsibilities upon Approval:			

Prepared For:

David Arce 1
 City of Weslaco #1 3/4 Reg Cab ServiceBody
 Weslaco, TX
 Phone: (956) 447-3407
 Email: darce@weslacotx.gov
 Primary FAN: 000945321
 Requested Quantity: 1

Prepared By:

Danny Mireles
 Gunn Chevrolet Ltd
 16550 IH 35 N
 Selma, TX 78154
 Phone: (210) 599-5000
 Fax: (210) 599-4251
 Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

WINDOW STICKER

A31	WINDOWS, POWER WITH DRIVER EXPRESS UP AND DOWN AND EXPRESS	INC
AQQ	REMOTE KEYLESS ENTRY	INC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC
9L7	UPFITTER SWITCHES, (4)	\$125.00
R9Y	FLEET FREE MAINTENANCE CREDIT.	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SUBTOTAL		\$35,645.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$36,940.00
Est City: mpg		
Est Highway: mpg		
Est Highway Cruising Range: mi		
<i>Buy BOARD ORDER SALE PRICE</i>		<i>26290⁰⁰</i>

*(SEE ATTACHED)
QUOTE*

INSPECTION 7⁰⁰

*REQUESTED
ACCESSORIES 8100⁰⁰*

*DELIVERY
FEE*

34397⁰⁰

385⁰⁰

\$34,782⁰⁰

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 23, 2017 2:16:44 PM

Page 2

Buy BOARD FEE \$400 PER PO.

Prepared For:

David Arce 1
 City of Weslaco #1 3/4 Reg Cab ServiceBody
 Weslaco, TX
 Phone: (956) 447-3407
 Email: darce@weslacotx.gov
 Primary FAN: 000945321
 Requested Quantity: 1

Prepared By:

Danny Mireles
 Gunn Chevrolet Ltd
 16550 IH 35 N
 Selma, TX 78154
 Phone: (210) 599-5000
 Fax: (210) 599-4251
 Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

WINDOW STICKER

2018 Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" Work Truck	Interior: - Dark Ash with Jet Black Interior Acc
6.0L/- TBD - CID Gas/Ethanol V8	Exterior 1: - Summit White
* 6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CC25903	2018 Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" Work Truck	\$33,960.00
OPTIONS		
E63	PICKUP BOX	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
G4A	GVWR, 9300 LBS. (4218 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TO	\$0.00
PCR	WT FLEET CONVENIENCE PACKAGE	\$725.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
Z82	TRAILERING EQUIPMENT	\$300.00
NZ4	WHEELS, 17" X 7.5" (43.2 CM X 19.1 CM) FULL-SIZE, STEEL SPARE.	\$0.00
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	\$350.00
A91	REMOTE LOCKING TAILGATE	INC

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Customer File:



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000442

Page 1 of 2

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000442

Quote Date: 10/23/2017

Quote valid until: 11/22/2017

Contact:

Phone: 210-599-5000

Fax:

By:

Prepared

rflippin

Salesperson: RACHAEL FLIPPIN

PO#:

Make: CHEVROLET	Model: SILVERADO 2500	Year: 2018	Single/Dual: SRW
Cab Type: REGULAR	Wheelbase: 134.0	Cab-to-Axle: 56.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	696J1-K	MODEL 696J SERVICE BODY PAINTED SINGLE STAGE WHITE 8' SERVICE BODY FITS 56CA SRW CHASSIS		
1	KNAP 696J1	BODY UTILITY COMP. 696J1 CHASSIS APPLICATION: Single Wheel 56" CA WITH LIGHT HOLES, E-COAT PRIME ONLY		
1	KNAP 26103515A-LED6C	KIT FLUSH MOUNT LIGHTS LED		
1	DUPO RTS-WHITE	DUPONT WHITE/READY TO SPRAY		
1	KTEC 00-CWT	CERTIFIED WEIGTH TICKET		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	KNAP 26203802	MOUNTING KIT,SUPPLEMENT,GM 2001+ LATER, KC BODY 2011+ LATER, SERVICE BODIES		
1	KNAP 26220376	LOOSE, KIT FRAME ADAPTER FOR 2014 & LATER RAM 56" CA		
1	KNAP 30295270	BUMPER GALVA-GRIP78JW/REC 7WCU		
1	RACK CS-8	LADDER RACK, GM 8' STD CAB FORKLIFT LOADABLE		
1	KTEC 00-CWT	CERTIFIED WEIGTH TICKET		
1	MAXO 297270-81	C2-54-1342 TP38+4"RAMP 1300 LB 59-60" STEEL GATE		
1	MAXO 295555-03	CM-LED RECT LT KIT 2R/2W (T-5		
1	LAB INSTALL	INSTALLATION LABOR--MOVE BACKUP CAMERA FROM REGULAR TRUCK BED TO SERVICE BODY		
-1	EXTR BDPUTO-C2500SHT	BED P/U TAKE OFF C2500		

Quote Total: \$8,096.00

Discount: \$0.00

Total Due(Sales tax not included): \$8,096.00

The following options may be added:



Knapheide Truck Equipment - Austin
16201 South IH35
Buda TX 78610
Phone: 512-312-2100
Fax: 512-312-2101
www.austin.knapheide.com

QUOTATION

Quote ID: RF00000442

Page 2 of 2

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	BOLT PKG INST. UB BULKHEAD	\$93.00	\$93.00	Yes / No
1	BH WINDOW 49W X 17T POWDERCOAT	\$109.00	\$109.00	Yes / No
1	BH WINDOW MTG R/S 21.75 TALL S	\$23.00	\$23.00	Yes / No
1	BH WINDOW MTG C/S 21.75 TALL S	\$23.00	\$23.00	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Options and Quoted Items do NOT include applicable Sales Tax.
- ♦ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

#1 BUILDING MAINTENANCE TRUCK

KNAPHEIDE 696J ON 2018 CC25903 56" CA

PAINTED WHITE

INCLUDES HITCH AND 7 WAY PLUG

INCLUDES FORKLIFT LOADABLE LADDER RACK

INCLUDES MAXON 1300# STEEL LIFT GATE WITH LED LIGHT KIT

INCLUDES BED CREDIT

INCLUDES MOVING CHASSIS BACKUP CAMERA TO BACK OF SERVICE BODY

INCLUDES QC AND WEIGHT SLIP

DELIVER TO GUNN CHEVROLET ATTN DANNY M

OPTIONED OUT HEADACHE RACK

Prepared For:

David Arce 1
City of Weslaco #1 3/4 Reg Cab ServiceBody
Weslaco, TX
Phone: (956) 447-3407
Email: darce@weslacotx.gov
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

ENTERTAINMENT

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones
- XM Satellite Radio, delete
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered
- Tires, LT245/75R17E all-season, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- CornerStep, rear bumper (Requires (E63) pickup box.)
- Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)
- Grille surround, chrome
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

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2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box
- GVWR, 9300 lbs. (4218 kg) (Requires Regular Cab model, (L96) Vortec 6.0L V8 SFI engine and 2WD.)
- Air cleaner, high-capacity
- Differential, heavy-duty locking rear
- Rear wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, frame-mounted, black
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors
- Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)
- Exhaust, aluminized stainless-steel muffler and tailpipe

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Customer File:

Prepared For:

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City of Weslaco #1 3/4 Reg Cab ServiceBody
Weslaco, TX
Phone: (956) 447-3407
Email: darce@weslacotx.gov
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

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Selma, TX 78154
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2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags Double and Regular Cab: Frontal Airbags- Driver single stage and Front Passenger dual-stage; Thorax side-impact, seat mounted, both driver and front passenger; Head-curtain front and rear outboard seating positions; Passenger Sensing System - Infant only suppression for passenger and passenger seat belt reminder status displayed on overhead console (With (ZW9) pickup box delete on Double and Regular Cab you will get single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, delete also deletes driver information center compass.
- Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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Customer File:

Prepared For:
David Arce 2
City of Weslaco #2 KGND Body CK36003 4x4

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

WINDOW STICKER

R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SUBTOTAL		\$39,210.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$40,505.00

Est City: - TBD - mpg

Est Highway: - TBD - mpg

Est Highway Cruising Range: - TBD - mi

ORDER SALE PRICE 29,121⁰⁰

INSPECTION 7⁰⁰

(SEE ATTACHED QUOTE) REQUESTED ACCESSORIES \$7600⁰⁰

\$36,728⁰⁰

DELIVERY FEE 385⁰⁰

\$37,113⁰⁰

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Customer File:

October 23, 2017 2:22:24 PM

Page 2

Prepared For:

David Arce 2

City of Weslaco #2 KGND Body CK36003 4x4

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W**WINDOW STICKER**

2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" C Interior: - Dark Ash		
6.0L/366 CID Gas V8	Exterior 1: - Summit White	
* 6-Speed Automatic	Exterior 2: - No color has been selected.	
CODE	MODEL	MSRP
CK36003	2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA WT	\$37,355.00
OPTIONS		
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
ZZT	TIRE, SPARE LT235/80R17E ALL-TERRAIN	\$380.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH	\$0.00
H2Q	DARK ASH, VINYL	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TOUCHSCREEN	\$0.00
PCR	WT CONVENIENCE PACKAGE	\$965.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
SKP	WHEEL, 17" X 6.5" (43.2 CM X 16.5 CM) FULL-SIZE, STEEL SPARE	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	INC
A31	WINDOWS, POWER	INC
AQQ	REMOTE KEYLESS ENTRY	INC
9L7	UPFITTER SWITCHES	\$125.00
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC

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Customer File:



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000443

Page 1 of 3

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000443

Quote Date: 10/23/2017

Quote valid until: 11/22/2017

Contact:

Phone: 210-599-5000

Fax:

By:

PO#:

Prepared

rflippin

Salesperson: RACHAEL FLIPPIN

Make: CHEVROLET	Model: 3500 CHASSIS CAB	Year: 2018	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 138.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	PGND-96A-K	KNAPHEIDE PGND 96 SKIRTED GOOSENECK W/INTERGRATED STORAGE COMPARTMENTS FOR MAXIMUM SECURE STORAGE FORMED INTERGRATED BULKHEAD WITH SCREEN WINDOW TAPERED DESIGN BULKHEAD AND TAILSKIRT INCLUDES INTERGRATED LIGHTED BOXES 2-5/16 GOOSNECK WITH HINGED DOOR INTEGRATED CLASS V RECEIVER HITCH AT REAR OF PLATFORM		
1	KNAP PGND-96	Price includes the following features: - Installed Led marker lights and license plate light - Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt - Installed 6-circuit wire harness - Installed 7-way trailer plug in gooseneck and in the rear skirt - Chassis specific long sills installed for Ford, GM, & Ram 36", 40", 42", and 56" CA chassis as standard, and 34" long sill spacing for 60" and 84" CA - Fuel fill cup installed in street side rail - Floor cargo area is 49" W for SRW and 54" W for DRW bodies. - Slam tailgate - Under the floor gooseneck ball hitch with 2-5/16" ball includes hinged door access. Hitch rated at 30,000 lbs. gross trailer weight, 5,000 lbs. max tongue weight. - Class V receiver hitch included on 9' & 11' platforms, optional on 8' GM/RAM platforms. Reciever has 2" receiver and is rated at 12,000 lbs. maximum gross weight, 2,000 lbs. maximum trailer weight. Mounting Kits: - One (1) mounting kit, for chassis specific bed delete/bed removal chassis is included. - Mounting Kit for Cab Chassis 60" & 84" CA will NOT be included, see PGND gooseneck options on next page. Compatibility: - Ford & GM factory hitch compatible with platform - Gooseneck platforms are not compatible with a hoist Specifications: - Hitch ball located 1 inch ahead of the rear axle centerline for 40", 42", and 56" CA chassis. - Hitch ball located 3 inches ahead of the rear axle centerline for 60" and 84" CA chassis. 1) Ford specific 40" and 56" CA for MY 2017 and later vehicles. 2) GM specific 42" and 56" CA for MY 2011 and later vehicles. 3) RAM specific 36" and 56" CA for MY 2014 and later vehicles. Gooseneck hitch not included in body order. See loose hitch options		



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QUOTATION

Quote ID: RF00000443

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		below for RAM 2500 and 3500. Hitch options are mounted to the chassis-integrated mounting plate. Toolbox Sizes: FRONT FRONT (2ND) REAR PGND-96 36"H x 35"W x 20"D N/A 21"H x 23"W x 20"D Shelf Sizes: FRONT FRONT (2ND) REAR PGND-96 34.88"W x 17.62"D N/A 28.88"W x 17.62"D		
1	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	KTEC 00-CWT	CERTIFIED WEIGHT TICKET		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
10	PAINT MAT	PAINT SUPPLIES		
1	KTEC BUDA PLA MUD FL	KIT, S/B MUD FLAPS - BUDA		
2	BOOM SRI2430F1W12116	24X30X1/2		
1	FAST BPKEB38-Q8	BOLT PKG INST.MUD FLAP HARDWAR		
2	STEE 90-35R1	KSH MUD FLAP BRKT REV1		
1	KTEC 7WAY-B	QUICK CONNECT 7 WAY INSTALLED		
1	EWB 2008-7WS	7 WAY SOCKET W/QUICK CON REV.B		
8	SPLY XKN1024	NUT KEPS 10-24		
8	SPLY XMS#102434	SCREW #10 24 X 3/4 PPMS S"		
1	KTEC 98-BRKSPARE- PGN	BRACKET SPARE MNT PGN		
2	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
1	SUPE SSA24			

Quote Total: \$7,576.00

Discount: \$0.00

Total Due(Sales tax not included): \$7,576.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	



Knapheide Truck Equipment - Austin
16201 South IH35
Buda TX 78610
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QUOTATION

Quote ID: RF00000443

Page 3 of 3

P.O. number:

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ **Options and Quoted Items do NOT include applicable Sales Tax**
- ♦ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

#2 MECHANIC TRUCK

KNAPHEIDE 9FT PGND ON CK36003 60" CA DRW

INCLUDES SPARE TIRE MOUNT BULKHEAD

INCLUDES 7 WAY PLUG AT REAR

PAINTED BLACK

INCLUDES BUDA MUD FLAPS

INCLUDES SUPER SPRINGS

DELIVER TO GUNN CHEVROLET DANNY M

Prepared For:

David Arce 2

City of Weslaco #2 KGND Body CK36003 4x4

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

ENTERTAINMENT

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes USB ports, auxiliary jack, Bluetooth streaming audio for music and most phones
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 17" (43.2 cm) painted steel
- Tires, LT235/80R17E all-season highway
- Wheel trim, painted trim skins and painted center caps
- Bumper, front chrome
- Grille, chrome surround
- Headlamps, halogen projector-beam
- Lamps, Smoked Amber roof marker
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black

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Customer File:

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Page 3

Prepared For:
David Arce 2
City of Weslaco #2 KGND Body CK36003 4x4

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

INTERIOR

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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Page 4

Prepared For:

David Arce 2

City of Weslaco #2 KGND Body CK36003 4x4

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm)
- Transmission, 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Differential, heavy-duty locking rear
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Recovery hooks, front, frame-mounted, black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section
- GVWR, 13,200 lbs. (5988 kg)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Steering, Recirculating Ball with smart flow power steering system
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm.

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October 23, 2017 2:22:24 PM

Page 5

Prepared For:
David Arce 2
City of Weslaco #2 KGND Body CK36003 4x4

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc with dual rear wheel with DuraLife brake rotors
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side (Included and only available with Regular Cab modes.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

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October 23, 2017 2:22:24 PM

Page 6

Prepared For:
David Arce 3
City of Weslaco #3 3/4 Reg Cab 2wd
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:
Danny Mireles (Chevy)
Gunn Chevrolet Ltd
16550 IH 35N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

WINDOW STICKER

A31	WINDOWS, POWER WITH DRIVER EXPRESS UP AND DOWN AND EXPRESS	INC
AQQ	REMOTE KEYLESS ENTRY	INC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC
9L7	UPFITTER SWITCHES, (4)	\$125.00
R9Y	FLEET FREE MAINTENANCE CREDIT.	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SPECIAL EQUIPMENT OPTIONS		
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM	\$45.00
SUBTOTAL		\$35,690.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$36,985.00
Est City: mpg		
Est Highway: mpg		
Est Highway Cruising Range: mi		

Buy BOARD ORDER SALE PRICE \$26329⁰⁰
INSPECTION 7⁰⁰
REQUESTED ACCESSORIES 2300⁰⁰
28636⁰⁰
(SEE ATTACHED QUOTE) DELIVERY FEE 385⁰⁰
\$29021⁰⁰

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Customer File:

October 25, 2017 4:12:50 AM

Page 2

Buy BOARD FEE \$400 (PER PO.)

Prepared For:
David Arce 3
City of Weslaco #3 3/4 Reg Cab 2wd
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:
Danny Mireles (Chevy)
Gunn Chevrolet Ltd
16550 IH 35N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

WINDOW STICKER

2018 Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" Work Truck		Interior: - Dark Ash with Jet Black Interior Acc
6.0L/- TBD - CID Gas/Ethanol V8		Exterior 1: - Summit White
* 6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
CC25903	2018 Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" Work Truck	\$33,960.00
OPTIONS		
E63	PICKUP BOX	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
G4A	GVWR, 9300 LBS. (4218 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QHJ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TO	\$0.00
PCR	WT FLEET CONVENIENCE PACKAGE	\$725.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
Z82	TRAILERING EQUIPMENT	\$300.00
NZ4	WHEELS, 17" X 7.5" (43.2 CM X 19.1 CM) FULL-SIZE, STEEL SPARE.	\$0.00
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	\$350.00
A91	REMOTE LOCKING TAILGATE	INC

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Customer File:



Knapheide Truck Equipment - Austin
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 Phone: 512-312-2100
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QUOTATION

Quote ID: RF00000445

Page 1 of 3

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000445

Quote Date: 10/23/2017

Quote valid until: 11/22/2017

Contact:

Phone: 210-599-5000

Fax:

By:

Prepared rflippin

Salesperson: RACHAEL FLIPPIN

PO#:

Make: CHEVROLET	Model: SILVERADO 2500	Year: 2018	Single/Dual: SRW
Cab Type: REGULAR	Wheelbase: 134.0	Cab-to-Axle: 56.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	PGNB-868-K	includes the following features: - Installed Led marker lights and license plate light - Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt - Installed 6-circuit wire harness - Installed 7-way trailer plug in gooseneck and in the rear skirt - Chassis specific long sills installed for Ford, GM, & Ram 36", 40", 42", and 56" CA chassis as standard, and 34" long sill spacing for 60" and 84" CA - Fuel fill cup installed in street side rail - Under the floor gooseneck ball hitch with 2-5/16" ball includes hinged door access. Hitch rated at 30,000 lbs. gross trailer weight, 5,000 lbs. max tongue weight. - Class V receiver hitch included on 8' RAM specific, 9' & 11' platforms, optional on 7' RAM & 7' - 8' GM platforms. Receiver has 2" receiver and is rated at 12,000 lbs. maximum gross weight, 2,000 lbs. maximum trailer weight. Mounting Kits: - One (1) mounting kit, for chassis specific bed delete/bed removal chassis is included. - Mounting Kit for Cab Chassis 60" & 84" CA will NOT be included, see PGNB gooseneck options below. Compatibility: - Ford & GM factory hitch compatible with 7' & 8' platforms. - 36" CA RAM factory hitch compatible with 7' platform. - Gooseneck platforms are not compatible with a hoist Specifications: - Hitch ball located 1 inch ahead of the rear axle centerline for 40", 42", and 56" CA chassis. - Hitch ball located 3 inches ahead of the rear axle centerline for 60" and 84" CA chassis. 1) Ford specific 40" and 56" CA for MY 2017 and later vehicles. 2) GM specific 42" and 56" CA for MY 2011 and later vehicles. 3) RAM specific 36" and 56" CA for MY 2014 and later vehicles. Gooseneck hitch not included in body order. See loose hitch options below for RAM 2500 and 3500. Hitch options are mounted to the chassis-integrated mounting plate. 56" CA bodies only include receiver hitch.		
1	KNAP PGNB-868-G	includes the following features: - Installed Led marker lights and license plate light - Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt - Installed 6-circuit wire harness - Installed 7-way trailer plug in gooseneck and in the rear skirt - Chassis specific long sills installed for Ford, GM, & Ram 36", 40", 42",		



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
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QUOTATION

Quote ID: RF00000445

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		and 56" CA chassis as standard, and 34" long sill spacing for 60" and 84" CA - Fuel fill cup installed in street side rail - Under the floor gooseneck ball hitch with 2-5/16" ball includes hinged door access. Hitch rated at 30,000 lbs. gross trailer weight, 5,000 lbs. max tongue weight. - Class V receiver hitch included on 8' RAM specific, 9' & 11' platforms, optional on 7' RAM & 7' - 8' GM platforms. Receiver has 2" receiver and is rated at 12,000 lbs. maximum gross weight, 2,000 lbs. maximum trailer weight. Mounting Kits: - One (1) mounting kit, for chassis specific bed delete/bed removal chassis is included. - Mounting Kit for Cab Chassis 60" & 84" CA will NOT be included, see PGNB gooseneck options below. Compatibility: - Ford & GM factory hitch compatible with 7' & 8' platforms. - 36" CA RAM factory hitch compatible with 7' platform. - Gooseneck platforms are not compatible with a hoist Specifications: - Hitch ball located 1 inch ahead of the rear axle centerline for 40", 42", and 56" CA chassis. - Hitch ball located 3 inches ahead of the rear axle centerline for 60" and 84" CA chassis. 1) Ford specific 40" and 56" CA for MY 2017 and later vehicles. 2) GM specific 42" and 56" CA for MY 2011 and later vehicles. 3) RAM specific 36" and 56" CA for MY 2014 and later vehicles. Gooseneck hitch not included in body order. See loose hitch options below for RAM 2500 and 3500. Hitch options are mounted to the chassis-integrated mounting plate. 56" CA bodies only include receiver hitch.		
1	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	KTEC 00-CWT	CERTIFIED WEIGHT TICKET		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
10	PAINT MAT	PAINT SUPPLIES		
1	KTEC 7WAY-B	QUICK CONNECT 7 WAY INSTALLED		
1	EWB 2008-7WS	7 WAY SOCKET W/QUICK CON REV.B		
8	SPLY XKN1024	NUT KEPS 10-24		
8	SPLY XMS#102434	SCREW #10 24 X 3/4 PPMS S"		
2	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
-1	EXTR BDPUTO-C2500SHT	BED P/U TAKE OFF C2500		
1	LAB INSTALL	INSTALLATION LABOR--move backup camera from pickup bed to pgnb bed		

Quote Total: \$2,296.00

Discount: \$0.00



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000445

Page 3 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
Total Due(Sales tax not included):				\$2,296.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
2	INSTALL KIT T-BOX BED MOUNT USE FOR SIDERAIL CLEARANCE	\$25.00	\$50.00	Yes / No
2	TOOL BOX ASSY TBU2418A BLACK Overall Length- - - - 24.12" Overall Height- - - - 18.25" Overall Depth - - - - 18.00" Toolbox Painted - - - - Black Box Construction- - - - 14 Ga. 2-sided galvanneal continuous Door hinge - All stainless STEEL continuous hinges with 1/8" pin provides corrosion protection and pry-proof security. Door Latch, Paddle Handle Rotary Latch Door Construction - - 20 Ga. two-sided galvanneal double panel with hat section reinforcement. Door Seals- - - - - Automotive type continuous hollow neoprene installed on door frame.	\$405.00	\$810.00	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ **Options and Quoted Items do NOT include applicable Sales Tax**
- ◆ **If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.**

Notes:

3 RECYCLE TRUCK

KNAPHEIDE 8FT PGNB ON 2018 CC25903 56" CA

INCLUDES 7 WAY PLUG AT REAR

PAINTED BLACK

QC AND WEIGHT SLIP INCLUDED

BED CREDIT INCLUDED

INCLUDES MOVING BACKUP CAMERA FROM BED TO BODY

DELIVER TO GUNN CHEVROLET ATTN DANNY M

OPTIONED OUT (1) 24" UNDERBODY TOOLBOX PER SIDE*

Prepared For:

David Arce 3
City of Weslaco #3 3/4 Reg Cab 2wd
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

ENTERTAINMENT

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones
- XM Satellite Radio, delete
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered
- Tires, LT245/75R17E all-season, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- CornerStep, rear bumper (Requires (E63) pickup box.)
- Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)
- Grille surround, chrome
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 513.0, Data updated 10/17/2017
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Customer File:

Prepared For:

David Arce 3

City of Weslaco #3 3/4 Reg Cab 2wd

Primary FAN: 000945321

Requested Quantity: 1

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 23, 2017 2:27:33 PM

Page 4

Prepared For:

David Arce 3
City of Weslaco #3 3/4 Reg Cab 2wd
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box
- GVWR, 9300 lbs. (4218 kg) (Requires Regular Cab model, (L96) Vortec 6.0L V8 SFI engine and 2WD.)
- Air cleaner, high-capacity
- Differential, heavy-duty locking rear
- Rear wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, frame-mounted, black
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors
- Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)
- Exhaust, aluminized stainless-steel muffler and tailpipe

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 3
City of Weslaco #3 3/4 Reg Cab 2wd
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC25903 2WD Reg Cab 133.6" Work Truck

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags Double and Regular Cab: Frontal Airbags- Driver single stage and Front Passenger dual-stage; Thorax side-impact, seat mounted, both driver and front passenger; Head-curtain front and rear outboard seating positions; Passenger Sensing System - Infant only suppression for passenger and passenger seat belt reminder status displayed on overhead console (With (ZW9) pickup box delete on Double and Regular Cab you will get single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, delete also deletes driver information center compass.
- Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
David Arce 4
City of Weslaco- #4 Meter Truck
Weslaco, TX
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

WINDOW STICKER

R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SPECIAL EQUIPMENT OPTIONS		
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM	\$45.00
SUBTOTAL		\$29,160.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$30,455.00
Est City: 18.00 mpg		
Est Highway: 24.00 mpg		
Est Highway Cruising Range: 624.00 mi		

BUY BOARD ORDER SALE PRICE

\$ 20865⁰⁰

INSPECTION

7⁰⁰

20872⁰⁰

*DELIVERY
FEE*

385⁰⁰

21257⁰⁰

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Customer File:

October 23, 2017 2:56:20 PM

Page 2

BUY BOARD FEE \$400 (PER P.O.)

Prepared For:

David Arce 4
 City of Weslaco- #4 Meter Truck
 Weslaco, TX
 Primary FAN: 000945321
 Requested Quantity: 1

Prepared By:

Danny Mireles
 Gunn Chevrolet Ltd
 16550 IH 35 N
 Selma, TX 78154
 Phone: (210) 599-5000
 Fax: (210) 599-4251
 Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

WINDOW STICKER

2018 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck		Interior: - Dark Ash with Jet Black Interior Acc
4.3L/262 CID Gas/Ethanol V6		Exterior 1: - Summit White
* 6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
CC15703	2018 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck	\$28,085.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LV3	ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
C7K	GVWR, 6500 LBS. (2948 KG)	\$0.00
GU5	REAR AXLE, 3.23 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
RD6	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL	\$0.00
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TO	\$0.00
PCR	WT FLEET CONVENIENCE PACKAGE	\$725.00
Z82	TRAILERING PACKAGE	\$395.00
FHS	E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA	\$0.00
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE	INC
A91	REMOTE LOCKING TAILGATE	INC
A31	WINDOWS, POWER FRONT AND REAR	INC
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 4
City of Weslaco- #4 Meter Truck
Weslaco, TX
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC15703 2WD Reg Cab 119.0" Work Truck

ENTERTAINMENT

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones
- SiriusXM Satellite Radio, delete
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 4
City of Weslaco- #4 Meter Truck
Weslaco, TX
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC15703 2WD Reg Cab 119.0" Work Truck

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
- Tires, P255/70R17 all-season, blackwall
- Wheel, full-size spare, 17" x 7" (43.2 cm x 17.8 cm) aluminum (Included and only available with model K15543 and (L83) 5.3L EcoTec3 V8 engine or (LV3) 4.3L EcoTec3 V6 engine or model *15703 and (LV3) 4.3L EcoTec3 V6 engine.)
- Tire, spare P255/70R17 all-season, blackwall (Included and only available with (RBZ) P255/70R17 all-season, blackwall tires.)
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black
- Bumpers, rear, Black
- Lamps, cargo area, cab mounted with switch on center switch bank
- CornerStep, rear bumper
- Grille surround, chrome
- Active Aero Shutters, front
- Headlamps, high intensity discharge (HID) projector-beam with LED signature DRL
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, locking utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.) (Not available with (AQQ) Remote Keyless Entry. Not available with (ZW9) pickup box delete.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 4
City of Weslaco- #4 Meter Truck
Weslaco, TX
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC15703 2WD Reg Cab 119.0" Work Truck

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manual adjustable driver lumbar.
- Floor covering, Graphite-colored rubberized-vinyl, no floor mats included
- Steering column, Tilt-Wheel, manual with theft-deterrent locking feature
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger on A-pillar

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 4
City of Weslaco- #4 Meter Truck
Weslaco, TX
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
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Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC15703 2WD Reg Cab 119.0" Work Truck

MECHANICAL

- Engine, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction with (FHS) E85 FlexFuel capability, capable of running on unleaded or up to 85% ethanol (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (Includes (FHS) E85 FlexFuel capability. Not available on C*15743 models.)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking
- Rear axle, 3.23 ratio (Standard and only available on (LV3) 4.3L EcoTec3 V6 engine with 2WD models.)
- Pickup box
- GVWR, 6500 lbs. (2948 kg) (Requires Regular Cab models.)
- Rear wheel drive
- Cooling, external engine oil cooler
- Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Steering, Electric Power Steering (EPS) assist, rack-and-pinion
- Brakes, 4-wheel disc with DURALIFE rotors, 4-wheel antilock
- Capless Fuel Fill
- Exhaust, aluminized stainless-steel muffler and tailpipe

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 4
City of Weslaco- #4 Meter Truck
Weslaco, TX
Primary FAN: 000945321
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
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Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC15703 2WD Reg Cab 119.0" Work Truck

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Rear Vision Camera
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
David Arce 5
City of Weslaco #5 Dump Truck CK36003

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

WINDOW STICKER

R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SUBTOTAL		\$39,210.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$40,505.00
Est City: - TBD - mpg		
Est Highway: - TBD - mpg		
Est Highway Cruising Range: - TBD - mi		

ORDER SALE PRICE 29121⁰⁰
INSPECTION 7⁰⁰
(SEE ATTACHED QUOTE) REQUESTED ACCESSORIES 9900⁰⁰
39028⁰⁰
DELIVERY FEE 385⁰⁰
\$39413⁰⁰

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 5

City of Weslaco #5 Dump Truck CK36003

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W**WINDOW STICKER**

2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" C Interior: - Dark Ash

6.0L/366 CID Gas V8

Exterior 1: - Summit White

* 6-Speed Automatic

Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK36003	2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA WT	\$37,355.00
OPTIONS		
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
ZZT	TIRE, SPARE LT235/80R17E ALL-TERRAIN	\$380.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH	\$0.00
H2Q	DARK ASH, VINYL	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TOUCHSCREEN	\$0.00
PCR	WT CONVENIENCE PACKAGE	\$965.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
SKP	WHEEL, 17" X 6.5" (43.2 CM X 16.5 CM) FULL-SIZE, STEEL SPARE	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	INC
A31	WINDOWS, POWER	INC
AQQ	REMOTE KEYLESS ENTRY	INC
9L7	UPFITTER SWITCHES	\$125.00
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 513.0, Data updated 10/17/2017

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Customer File:



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000446

Page 1 of 4

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000446

Quote Date: 10/23/2017

Quote valid until: 11/22/2017

Contact:
Phone: 210-599-5000
Fax:

Prepared rflippin
By:
Salesperson: RACHAEL FLIPPIN
PO#:

Make: CHEVROLET	Model: 3500 CHASSIS CAB	Year: 2018	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 138.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP KDBF916A	3.2 YD DUMP BODY 60 CA, CAB CHASSIS w/34" Frames WITH FIXED SIDES BULKHEAD HEIGHT 22 LENGTH 108 WIDTH 87 SIDE HEIGHT 16 GENERAL • Light Duty, Contractor's Dump Body, for use on single axle, one-ton trucks. • Available in both fixed or drop side construction. • Sloped Run Boards. • Floor is 7 ga HRCQ. • Bulkhead is 10 ga., tail gate is double paneled 10 and 12ga, and sides are double paneled made of 12 ga., all High Tensile Steel. • Long sills are 7" trapezoidal style and accept scissors type hoist. • Pockets on top of sides for extension (cheater) boards. • Double acting 10 ga. tailgate with spreader chains and quick release top pins. • Tailgate release is positive locking with dump handle at left front corner of body. • Standard, LED clearance, marker and RID lights provided to meet FMVSS 108. • 100% fully solid welded construction. • Body and sides are E-Coat primed. Body is fully undercoated. HEADBOARD • One piece 10 ga. high tensile , 2 bend top rail, 2-1/4" wide with 1-1/2" return flange. • Fully boxed corner posts and full width reinforcement rib for added rigidity. • Integrated Cab Protector mounting pockets. FLOOR • Two piece 7ga. high tensile, full seam welded. • Sloped floor to side interface to reduce material adhesion on sides. SIDES • Sides are slam-style with center mounted release handle and heavy duty rotary latches. (Drop sides only)		



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QUOTATION

Quote ID: RF00000446

Page 2 of 4

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		- Reinforced with a 4-1/2"x 9-1/2" formed rear corner post from top of tailgate to bottom of crossmember. - Pockets provided front and rear for 2x6 extension (cheater) boards. - Drop sides are removable for easy service and replacement. (No cutting required.) TAILGATE AND HARDWARE - Formed two piece construction: seamless outer 12ga. Panel and single piece 10 ga. inner wall. - Top hinge member is 1-1/4" diameter quick-release mechanism for dropping gate from top. - Lower latch hardware is overhead hook type latch with 1-1/8" inch diameter pin, 3/4" thick latch. 5/16" inch spreader chain supplied with length sufficient to support tailgate in horizontal position. TAIL GATE RELEASE SYSTEM - Mechanical, positive locking operating handle at left front by driver's door. 3/4" diameter cross shafts (front and rear) and 1/2" diameter operating rod running longitudinally down street side. - Safety restraining ring provided at the handle. - Multiple grease points throughout system. (Grease zerks provided.) UNDERSTRUCTURE - Crossmember-less construction - Long sills are 7" trapezoidal style, full length of body, with internal anti-corrosion coating. - Rear member is 7" deep, of 10 ga. construction, full width of body		
1	KNAP KCP-025T29A-P	PROTECTOR CAB TPRD, GM 3-4 Y		
1	KNAP KHA-1516SF-DC	HOIST PTO/DA 9' DUMP BODY, CAPACITY: 8.7 TONS		
1	KNAP 77502219	PAINT, FINISH BLACK 9-11' DUMP BODY		
1	KNAP 77502227	PAINT, FINISH BLACK CAB PROTECTOR		
1	KNAP 77502177	OVAL LED STT LIGHTS IN DUMP BODY REAR POSTS - INSTALL ONLY		
1	KNAP 85333078	EXTENSION, 2X6 SIDE BOARD, 9' POLYBOARD One 9-foot black polyethylene board for extension of dump body sides.		
1	KNAP 12314498	TARP, "WINDOW SHADE" ACTUATION FOR DUMP BODY Option comes with 84" x 16' mesh tarp, mounting brackets and hardware. Tarp is spring-wound for easy storage with no manual cranking. Overall width is 87.5"		
1	KTEC 00-CWT	CERTIFIED WEIGH TACKET		
1	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	KTEC R/O PLA MUD FL	KIT, S/B MUD FLAPS - Red Oak		
2	BOOM SRI2430F1W12145	24X30 MUD FLAP W/LOGO 1/2" R.O		
1	FAST BPKEB38-Q8	BOLT PKG INST.MUD FLAP HARDWAR		



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QUOTATION

Quote ID: RF00000446

Page 3 of 4

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
2	STEE 90-35R1	KSH MUD FLAP BRKT REV1		
1	KTEC BUDA PLA MUD FL	KIT, S/B MUD FLAPS - BUDA		
2	BOOM SRI2430F1W12116	24X30X1/2		
1	FAST BPKEB38-Q8	BOLT PKG INST.MUD FLAP HARDWAR		
2	STEE 90-35R1	KSH MUD FLAP BRKT REV1		
Quote Total:				\$9,842.00
Discount:				\$0.00
Total Due(Sales tax not included):				\$9,842.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	BACK-UP ALARM R	\$77.00	\$77.00	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ **Options and Quoted Items do NOT include applicable Sales Tax.**
- ◆ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

#5 DUMP TRUCK

KNAP 9FT 3-4 YD ON CK36003 60" CA DRW

INCLUDES TARP SYSTEM

INCLUDES HOIST

INCLUDES 16" FIXED SIDES

PAINTED BLACK

INCLUDES TAPERED CAB PROTECTOR PAINTED BLACK

QC AND WEIGHT SLIP INCLUDED

DELIVERED TO GUNN CHEVROLET ATTN DANNY M



Knapheide Truck Equipment - Austin
16201 South IH35
Buda TX 78610
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QUOTATION

Quote ID: RF00000446

Page 4 of 4

OPTIONED OUT BACKUP ALARM

Prepared For:

David Arce 5

City of Weslaco #5 Dump Truck CK36003

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W***STANDARD EQUIPMENT*****STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT*****ENTERTAINMENT***

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes USB ports, auxiliary jack, Bluetooth streaming audio for music and most phones
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 17" (43.2 cm) painted steel
- Tires, LT235/80R17E all-season highway
- Wheel trim, painted trim skins and painted center caps
- Bumper, front chrome
- Grille, chrome surround
- Headlamps, halogen projector-beam
- Lamps, Smoked Amber roof marker
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 5

City of Weslaco #5 Dump Truck CK36003

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

INTERIOR

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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Customer File:

Prepared For:
David Arce 5
City of Weslaco #5 Dump Truck CK36003

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm)
- Transmission, 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Differential, heavy-duty locking rear
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Recovery hooks, front, frame-mounted, black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section
- GVWR, 13,200 lbs. (5988 kg)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Steering, Recirculating Ball with smart flow power steering system
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm.

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Customer File:

October 23, 2017 2:50:56 PM

Page 5

Prepared For:

David Arce 5

City of Weslaco #5 Dump Truck CK36003

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc with dual rear wheel with DuraLife brake rotors
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side (Included and only available with Regular Cab modes.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

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Customer File:

October 23, 2017 2:50:56 PM

Page 6

Prepared For:
 David Arce 6
 City of Weslaco #6 Water Department Service Truck
 Requested Quantity: 1

Prepared By:
 Danny Mireles
 Gunn Chevrolet Ltd
 16550 IH 35 N
 Selma, TX 78154
 Phone: (210) 599-5000
 Fax: (210) 599-4251
 Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Crew Cab 171.5"

WINDOW STICKER

VQ2	FLEET PROCESSING OPTION	\$0.00
SUBTOTAL		\$42,120.00
	Advert/Adjustments	\$0.00
	Destination Charge	\$1,295.00
TOTAL PRICE		\$43,415.00
Est City: - TBD - mpg		
Est Highway: - TBD - mpg		
Est Highway Cruising Range: - TBD - mi		

ORDER SALE PRICE 31280⁰⁰

INSPECTION 7⁰⁰

REQUESTED ACCESSORIES 9550⁰⁰

\$40,837⁰⁰

DELIVERY FEE 385⁰⁰

\$41,222⁰⁰

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Customer File:

Prepared For:

David Arce 6

City of Weslaco #6 Water Department Service Truck

Requested Quantity: 1

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Crew Cab 171.5"**WINDOW STICKER**

2018 Chevrolet Silverado 3500HD 4WD Crew Cab 171.5" WB, 59.06"		Interior: - Dark Ash
6.0L/366 CID Gas V8		Exterior 1: - Summit White
* 6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
CK36043	2018 Chevrolet Silverado 3500HD 4WD Crew Cab 171.5" WB, 59.06" CA WT	\$40,630.00
OPTIONS		
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
ZZT	TIRE, SPARE LT235/80R17E ALL-TERRAIN	\$380.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH	\$0.00
H2Q	DARK ASH, VINYL	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TOUCHSCREEN	\$0.00
PCR	WT CONVENIENCE PACKAGE	\$600.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
SKP	WHEEL, 17" X 6.5" (43.2 CM X 16.5 CM) FULL-SIZE, STEEL SPARE	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	INC
AQQ	REMOTE KEYLESS ENTRY	INC
9L7	UPFITTER SWITCHES	\$125.00
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC
R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00

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Page 1



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000447

Page 1 of 2

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000447
Quote Date: 10/23/2017
Quote valid until: 11/22/2017

Contact:
Phone: 210-599-5000
Fax:

By: Prepared rflippin
PO#: Salesperson: RACHAEL FLIPPIN

Make: CHEVROLET	Model: 3500 CHASSIS CAB	Year: 2018	Single/Dual: DRW
Cab Type: CREW	Wheelbase: 172.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	6108D54J-K	MODEL 6108D54J SERVICE BODY PAINTED SINGLE STAGE WHITE 9' SERVICE BODY FITS 60CA DRW CHASSIS		
1	KNAP 6108D54J1	BODY UTILITY COMP. 6108D54J CHASSIS APPLICATION: Dual rear wheel 60" CA WITH LIGHT HOLES, E-COAT PRIME ONLY		
1	KNAP 26103515A- LED6C	KIT FLUSH MOUNT LIGHTS LED		
1	KNAP 21102876	LIGHT KIT,80" + BODIES LOOSE		
1	KTEC 7WAY-B GM	QUICK CONNECT 7 WAY INSTALLED		
1	KTEC 00-CWT	CERTIFIED WEIGH TICKET		
1	DUPO RTS-WHITE	DUPONT WHITE/READY TO SPRAY		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	KNAP 30296000	BUMPER GALVA-GRIP94JW/REC 7WCU		
1	BUYE 3034789	HITCH UNIVERSAL FIT SERVICE BO DY W/44in		
1	KTEC 7WAY-B GM	QUICK CONNECT 7 WAY INSTALLED		
1	POLL 11-893	RV 7-WAY SOCKET PLUG N PLAY		
8	SPLY XKN1024	NUT KEPS 10-24		
8	SPLY XMS#102434	SCREW #10 24 X 3/4 PPMS S"		
1	RACK CE-9	LADDER RACK, GM 9' EXT CAB FORKLIFT LOADABLE		
1	WILT 0200605	WILTON 4" MAX OPENING UTILITY		
1	SUPE SSA24			
1	KTEC 00-CWT	CERTIFIED WEIGH TICKET		
1	KTEC 80-VMH-6	WISE MOUNT HORIZONTAL 6"		
Quote Total:				\$9,535.00



Knapheide Truck Equipment - Austin
16201 South IH35
Buda TX 78610
Phone: 512-312-2100
Fax: 512-312-2101
www.austin.knapheide.com

QUOTATION

Quote ID: RF00000447

Page 2 of 2

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
			Discount:	\$0.00
			Total Due(Sales tax not included):	\$9,535.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	BOLT PKG INST. UB BULKHEAD	\$93.00	\$93.00	Yes / No
1	BH WINDOW 54W X 21T POWDERCOAT	\$155.00	\$155.00	Yes / No
1	BH WINDOW MTG R/S 25.75 TALL T	\$37.00	\$37.00	Yes / No
1	BH WINDOW MTG C/S 25.75 TALL T	\$37.00	\$37.00	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Options and Quoted Items do NOT include applicable Sales Tax.
- ♦ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

****#6 WATER DEPT TRUCK****

KNAPHEIDE 6108D54J ON CK36043 60" CA DRW

PAINTED WHITE

INCLUDES HITCH AND PLUG

INCLUDES FORKLIFT LOADABLE LADDER RACK

INCLUDES SUPER SPRINGS

INCLUDES 4" VISE ON REAR BUMPER AND 6" VISE MOUNT

QC AND WEIGHT SLIP INCLUDED

DELIVERED TO GUNN CHEVROLET ATTN DANNY M

OPTIONED OUT HEADACHE RACK

Prepared For:

David Arce 6

City of Weslaco #6 Water Department Service Truck

Requested Quantity: 1

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Crew Cab 171.5"***STANDARD EQUIPMENT*****STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36043 4WD Crew Cab 171.5" WB, 59.06" CA WT*****ENTERTAINMENT***

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes USB ports, auxiliary jack, Bluetooth streaming audio for music and most phones
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 17" (43.2 cm) painted steel
- Tires, LT235/80R17E all-season highway
- Wheel trim, painted trim skins and painted center caps
- Bumper, front chrome
- Grille, chrome surround
- Headlamps, halogen projector-beam
- Lamps, Smoked Amber roof marker
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 23, 2017 2:33:13 PM

Page 3

Prepared For:

David Arce 6

City of Weslaco #6 Water Department Service Truck

Requested Quantity: 1

Prepared By:

Danny Mireles

Gunn Chevrolet Ltd

16550 IH 35 N

Selma, TX 78154

Phone: (210) 599-5000

Fax: (210) 599-4251

Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Crew Cab 171.5"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36043 4WD Crew Cab 171.5" WB, 59.06" CA WT

INTERIOR

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Vinyl
- Seat, rear 60/40 folding bench (folds up), 3-passenger, (includes child seat top tether anchor) (Requires Crew Cab models.)
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Windows, power with driver express up and down and express down on all other windows (Standard on Crew Cab.)
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 23, 2017 2:33:13 PM

Page 4

Prepared For:

David Arce 6
City of Weslaco #6 Water Department Service Truck
Requested Quantity: 1

Prepared By:

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16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Crew Cab 171.5"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36043 4WD Crew Cab 171.5" WB, 59.06" CA WT

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm)
- Transmission, 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Differential, heavy-duty locking rear
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Recovery hooks, front, frame-mounted, black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section
- GVWR, 13,200 lbs. (5988 kg)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Steering, Recirculating Ball with smart flow power steering system
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

David Arce 6
City of Weslaco #6 Water Department Service Truck
Requested Quantity: 1

Prepared By:

Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Crew Cab 171.5"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36043 4WD Crew Cab 171.5" WB, 59.06" CA WT

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc with dual rear wheel with DuraLife brake rotors
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 23, 2017 2:33:13 PM

Page 6

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

Prepared By:
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Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
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Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

WINDOW STICKER

R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SUBTOTAL		\$39,210.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$40,505.00
Est City: - TBD - mpg		
Est Highway: - TBD - mpg		
Est Highway Cruising Range: - TBD - mi		

ORDER

SALE PRICE

26121⁰⁰

INSPECTION

7⁰⁰

REQUESTED ACCESSORIES 7600⁰⁰

~~33728⁰⁰~~

DELIVERY

385⁰⁰

~~34113⁰⁰~~

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

Prepared By:
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Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

WINDOW STICKER

2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" C Interior: - Dark Ash		
6.0L/366 CID Gas V8	Exterior 1: - Summit White	
* 6-Speed Automatic	Exterior 2: - No color has been selected.	
CODE	MODEL	MSRP
CK36003	2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA WT	\$37,355.00
OPTIONS		
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
ZZT	TIRE, SPARE LT235/80R17E ALL-TERRAIN	\$380.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH	\$0.00
H2Q	DARK ASH, VINYL	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TOUCH	\$0.00
PCR	WT CONVENIENCE PACKAGE	\$965.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
SKP	WHEEL, 17" X 6.5" (43.2 CM X 16.5 CM) FULL-SIZE, STEEL SPARE	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	INC
A31	WINDOWS, POWER	INC
AQQ	REMOTE KEYLESS ENTRY	INC
9L7	UPFITTER SWITCHES	\$125.00
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000444

Page 1 of 3

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000444
 Quote Date: 10/23/2017
 Quote valid until: 11/22/2017

Contact:
 Phone: 210-599-5000
 Fax:

By: Prepared rflippin
 Salesperson: RACHAEL FLIPPIN
 PO#:

Make: CHEVROLET	Model: 3500 CHASSIS CAB	Year: 2018	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 138.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	PGND-96A-K	KNAPHEIDE PGND 96 SKIRTED GOOSENECK W/INTERGRATED STORAGE COMPARTMENTS FOR MAXIMUM SECURE STORAGE FORMED INTERGRATED BULKHEAD WITH SCREEN WINDOW TAPERED DESIGN BULKHEAD AND TAILSKIRT INCLUDES INTERGRATED LIGHTED BOXES 2-5/16 GOOSENECK WITH HINGED DOOR INTEGRATED CLASS V RECEIVER HITCH AT REAR OF PLATFORM		
1	KNAP PGND-96	Price includes the following features: - Installed Led marker lights and license plate light - Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt - Installed 6-circuit wire harness - Installed 7-way trailer plug in gooseneck and in the rear skirt - Chassis specific long sills installed for Ford, GM, & Ram 36", 40", 42", and 56" CA chassis as standard, and 34" long sill spacing for 60" and 84" CA - Fuel fill cup installed in street side rail - Floor cargo area is 49" W for SRW and 54" W for DRW bodies. - Slam tailgate - Under the floor gooseneck ball hitch with 2-5/16" ball includes hinged door access. Hitch rated at 30,000 lbs. gross trailer weight, 5,000 lbs. max tongue weight. - Class V receiver hitch included on 9' & 11' platforms, optional on 8' GM/RAM platforms. Reciever has 2" receiver and is rated at 12,000 lbs. maximum gross weight, 2,000 lbs. maximum trailer weight. Mounting Kits: - One (1) mounting kit, for chassis specific bed delete/bed removal chassis is included. - Mounting Kit for Cab Chassis 60" & 84" CA will NOT be included, see PGND gooseneck options on next page. Compatibility: - Ford & GM factory hitch compatible with platform - Gooseneck platforms are not compatible with a hoist Specifications: - Hitch ball located 1 inch ahead of the rear axle centerline for 40", 42", and 56" CA chassis. - Hitch ball located 3 inches ahead of the rear axle centerline for 60" and 84" CA chassis. 1) Ford specific 40" and 56" CA for MY 2017 and later vehicles. 2) GM specific 42" and 56" CA for MY 2011 and later vehicles. 3) RAM specific 36" and 56" CA for MY 2014 and later vehicles. Gooseneck hitch not included in body order. See loose hitch options		



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QUOTATION

Quote ID: RF00000444

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		below for RAM 2500 and 3500. Hitch options are mounted to the chassis-integrated mounting plate. Toolbox Sizes: FRONT FRONT (2ND) REAR PGND-96 36"H x 35"W x 20"D N/A 21"H x 23"W x 20"D Shelf Sizes: FRONT FRONT (2ND) REAR PGND-96 34.88"W x 17.62"D N/A 28.88"W x 17.62"D		
1	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	KTEC 00-CWT	CERTIFIED WEIGH TICKET		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
10	PAINT MAT	PAINT SUPPLIES		
1	KTEC BUDA PLA MUD FL	KIT, S/B MUD FLAPS - BUDA		
2	BOOM SRI2430F1W12116	24X30X1/2		
1	FAST BPKEB38-Q8	BOLT PKG INST.MUD FLAP HARDWAR		
2	STEE 90-35R1	KSH MUD FLAP BRKT REV1		
1	KTEC 7WAY-B	QUICK CONNECT 7 WAY INSTALLED		
1	EWB 2008-7WS	7 WAY SOCKET W/QUICK CON REV.B		
8	SPLY XKN1024	NUT KEPS 10-24		
8	SPLY XMS#102434	SCREW #10 24 X 3/4 PPMS S"		
1	KTEC 98-BRKSPARE- PGN	BRACKET SPARE MNT PGN		
2	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
1	SUPE SSA24			

Quote Total: \$7,576.00

Discount: \$0.00

Total Due(Sales tax not included): \$7,576.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	



Knapheide Truck Equipment - Austin
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Buda TX 78610
Phone: 512-312-2100
Fax: 512-312-2101
www.austin.knapheide.com

QUOTATION

Quote ID: RF00000444

Page 3 of 3

P.O. number:

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ **Options and Quoted Items do NOT include applicable Sales Tax**
- ♦ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

#7 WATER DEPT TRUCK

KNAPHEIDE 9FT PGND ON CK36003 60" CA DRW

INCLUDES SPARE TIRE MOUNT BULKHEAD

INCLUDES 7 WAY PLUG AT REAR

PAINTED BLACK

INCLUDES BUDA MUD FLAPS

INCLUDES SUPER SPRINGS

DELIVER TO GUNN CHEVROLET DANNY M

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

Prepared By:
Danny Mireles
Gunn Chevrolet Ltd
16550 IH 35 N
Selma, TX 78154
Phone: (210) 599-5000
Fax: (210) 599-4251
Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

ENTERTAINMENT

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes USB ports, auxiliary jack, Bluetooth streaming audio for music and most phones
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 17" (43.2 cm) painted steel
- Tires, LT235/80R17E all-season highway
- Wheel trim, painted trim skins and painted center caps
- Bumper, front chrome
- Grille, chrome surround
- Headlamps, halogen projector-beam
- Lamps, Smoked Amber roof marker
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

Prepared By:
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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

INTERIOR

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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Customer File:

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

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Danny Mireles
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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm)
- Transmission, 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Differential, heavy-duty locking rear
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Recovery hooks, front, frame-mounted, black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section
- GVWR, 13,200 lbs. (5988 kg)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Steering, Recirculating Ball with smart flow power steering system
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 23, 2017 2:41:40 PM

Page 5

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

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Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CK36003 4WD Reg Cab 137.5" WB, 59.06" CA WT

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc with dual rear wheel with DuraLife brake rotors
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side (Included and only available with Regular Cab modes.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Page 6

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

WINDOW STICKER

"NO SPARE"

SUBTOTAL	\$39,030.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,295.00
TOTAL PRICE	\$40,325.00
Est City: - TBD - mpg	
Est Highway: - TBD - mpg	
Est Highway Cruising Range: - TBD - mi	
ORDER SALE PRICE	28,741.00

INSPECTION

REQUESTED ACC

7.00
\$28,748.00
+ 7600.00
\$36,348.00
385.00
\$36,733.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

November 09, 2017 2:56:37 PM

Page 2

Prepared For:
David Arce 7
City of Weslaco #7 Water Dpt. Service

Prepared By:
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Email: dmireles@gunnauto.com

2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" W

WINDOW STICKER

2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" C Interior: - Dark Ash
6.0L/366 CID Gas V8 Exterior 1: - Summit White
* 6-Speed Automatic Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK36003	2018 Chevrolet Silverado 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA WT	\$37,555.00
OPTIONS		
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH	\$0.00
H2Q	DARK ASH, VINYL	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7" DIAGONAL COLOR TOUCH	\$0.00
PCR	WT CONVENIENCE PACKAGE	\$965.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING,	INC
A31	WINDOWS, POWER	INC
AQQ	REMOTE KEYLESS ENTRY	INC
9L7	UPFITTER SWITCHES	\$125.00
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC
R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

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Page 1



Knapheide Truck Equipment - Austin
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 Buda TX 78610
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QUOTATION

Quote ID: RF00000444

Page 1 of 3

Customer: GUNN CHEVROLET
 12602 IH-35 NORTH
 SAN ANTONIO TX 78233

Quote Number: RF00000444
 Quote Date: 10/23/2017
 Quote valid until: 11/22/2017

Contact:
 Phone: 210-599-5000
 Fax:

By: Prepared rflippin
 Salesperson: RACHAEL FLIPPIN
 PO#:

Make: CHEVROLET	Model: 3500 CHASSIS CAB	Year: 2018	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 138.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	PGND-96A-K	KNAPHEIDE PGND 96 SKIRTED GOOSENECK W/INTERGRATED STORAGE COMPARTMENTS FOR MAXIMUM SECURE STORAGE FORMED INTERGRATED BULKHEAD WITH SCREEN WINDOW TAPERED DESIGN BULKHEAD AND TAILSKIRT INCLUDES INTERGRATED LIGHTED BOXES 2-5/16 GOOSENECK WITH HINGED DOOR INTEGRATED CLASS V RECEIVER HITCH AT REAR OF PLATFORM		
1	KNAP PGND-96	Price includes the following features: - Installed Led marker lights and license plate light - Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt - Installed 6-circuit wire harness - Installed 7-way trailer plug in gooseneck and in the rear skirt - Chassis specific long sills installed for Ford, GM, & Ram 36", 40", 42", and 56" CA chassis as standard, and 34" long sill spacing for 60" and 84" CA - Fuel fill cup installed in street side rail - Floor cargo area is 49" W for SRW and 54" W for DRW bodies. - Slam tailgate - Under the floor gooseneck ball hitch with 2-5/16" ball includes hinged door access. Hitch rated at 30,000 lbs. gross trailer weight, 5,000 lbs. max tongue weight. - Class V receiver hitch included on 9' & 11' platforms, optional on 8' GM/RAM platforms. Reciever has 2" receiver and is rated at 12,000 lbs. maximum gross weight, 2,000 lbs. maximum trailer weight. Mounting Kits: - One (1) mounting kit, for chassis specific bed delete/bed removal chassis is included. - Mounting Kit for Cab Chassis 60" & 84" CA will NOT be included, see PGND gooseneck options on next page. Compatibility: - Ford & GM factory hitch compatible with platform - Gooseneck platforms are not compatible with a hoist Specifications: - Hitch ball located 1 inch ahead of the rear axle centerline for 40", 42", and 56" CA chassis. - Hitch ball located 3 inches ahead of the rear axle centerline for 60" and 84" CA chassis. 1) Ford specific 40" and 56" CA for MY 2017 and later vehicles. 2) GM specific 42" and 56" CA for MY 2011 and later vehicles. 3) RAM specific 36" and 56" CA for MY 2014 and later vehicles. Gooseneck hitch not included in body order. See loose hitch options		



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
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 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RF00000444

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		below for RAM 2500 and 3500. Hitch options are mounted to the chassis-integrated mounting plate. Toolbox Sizes: FRONT FRONT (2ND) REAR PGND-96 36"H x 35"W x 20"D N/A 21"H x 23"W x 20"D Shelf Sizes: FRONT FRONT (2ND) REAR PGND-96 34.88"W x 17.62"D N/A 28.88"W x 17.62"D		
1	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	KTEC 00-CWT	CERTIFIED WEIGH TICKET		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
10	PAIN MAT	PAINT SUPPLIES		
1	KTEC BUDA PLA MUD FL	KIT, S/B MUD FLAPS - BUDA		
2	BOOM SRI2430F1W12116	24X30X1/2		
1	FAST BPKEB38-Q8	BOLT PKG INST.MUD FLAP HARDWAR		
2	STEE 90-35R1	KSH MUD FLAP BRKT REV1		
1	KTEC 7WAY-B	QUICK CONNECT 7 WAY INSTALLED		
1	EWB 2008-7WS	7 WAY SOCKET W/QUICK CON REV.B		
8	SPLY XKN1024	NUT KEPS 10-24		
8	SPLY XMS#102434	SCREW #10 24 X 3/4 PPMS S"		
1	KTEC 98-BRKSPARE- PGN	BRACKET SPARE MNT PGN		
2	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
1	SUPE SSA24			

Quote Total: \$7,576.00

Discount: \$0.00

Total Due(Sales tax not included): \$7,576.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	



Knapheide Truck Equipment - Austin
16201 South IH35
Buda TX 78610
Phone: 512-312-2100
Fax: 512-312-2101
www.austin.knapheide.com

QUOTATION

Quote ID: RF00000444

Page 3 of 3

P.O. number:

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Options and Quoted Items do NOT include applicable Sales Tax.
- ♦ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

#7 WATER DEPT TRUCK

KNAPHEIDE 9FT PGND ON CK36003 60" CA DRW

INCLUDES SPARE TIRE MOUNT BULKHEAD

INCLUDES 7 WAY PLUG AT REAR

PAINTED BLACK

INCLUDES BUDA MUD FLAPS

INCLUDES SUPER SPRINGS

DELIVER TO GUNN CHEVROLET DANNY M



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1303	
From:			
Subject: Discussion and consideration to approve a Performance Contracting Agreement with Siemens Industry, Inc. for a turn-key solution to implement capital intensive improvements utilizing energy, operational savings and increased revenue to offset the cost of improvements, and authorize the Mayor to execute any related documents. Possible action. (This item was approved on November 7, 2017 pending review; Staffed by City Manager's Office.)			
Background: On June 20, 2017, the City Commission approved the execution of a Letter of Intent authorizing Siemens Industry, Inc. to proceed with an Investment Grade Audit for implementation of an energy savings program. A workshop was held September 27th to discuss the results of the Audit and a modified scope of work was developed based on discussion during that workshop. Chad Nobles will be present to discuss further details regarding the Scope of Work included in the Performance Contracting Agreement, and the Cash Flows related to the proposed project. Please note that Siemens has revised the total contract price after negotiations with the Committee appointed by the City Commission in October's meeting.			
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: Considered in October 17 meeting. Action taken was to appoint committee to meet with Mr. Nobles and negotiate proposal. Approved November 7 pending third party engineering and legal review.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Recommendation pending final legal review.			
Staff Recommendation: Recommend approval.			

Attachments, if any:

Project Scope Summary, Cash Flows, Exhibit A Scope of Work, Exhibit B payment schedule, Exhibit C performance assurance, Exhibit C appendix 1 baseline meter account list, Exhibit C appendix 2 baseline meter testing data, Exhibit C appendix 3 consumption analysis, Exhibit C appendix 4 rate structures, Exhibit C appendix 5 Meter warranty, Exhibit C appendix 6 Water Quality report, Exhibit C appendix 7 lighting room by room counts, Exhibit C appendix 8 lighting annual hours of operation, Performance Contracting Agreement - Siemens

Responsibilities upon Approval:



Project Goals and Overview

The City of Weslaco's staff was exploring ways to maximize current budget dollars for needed improvements and upgrades in various city facilities and water infrastructure. Staff's key objectives were to:

- Address aging infrastructure needs
- Reduce operating & utility costs
- Ensure proper operation of all facilities
- Reduce loss and unaccounted for water
- Provide greater accuracy on water bills
- Provide greater transparency to citizens
- Support a data driven asset management plan

In April 2017, SECO (State Energy Conservation Office) conducted a preliminary energy audit of various facilities and infrastructure in Weslaco and identified several areas where savings could be achieved. Staff reviewed these capital intensive upgrades that covered the following areas:

- Water Meters
- Building lighting and HVAC
- Traffic signals
- Building Envelope
- Wastewater Treatment Plant

Through a Request for Qualification process, the City selected Siemens to evaluate, design and develop solutions for the above mentioned areas. The process used is called Performance Contracting. It is enabled through Local Government Code 302 and allows cities to implement capital intensive improvements utilizing the energy, operational savings and revenue increases to offset the cost of the improvements---and its guaranteed. The process allows Weslaco to implement various projects under one contract, resulting in overall lower costs and minimal to no capital dollars needed to fund major capital intensive improvements.

A detailed engineering audit of various City facilities was conducted by Siemens over a three month period. After careful evaluation of technology, cost, and overall solution design, it was determined that Phase 1 of this Performance Contract with Siemens would focus on all the needs identified except those at the Wastewater Treatment Plant (WWTP) and Cool Roofs, which would become part of a potential Phase 2.

All aspects of the turn-key solution and implementation are covered; engineering design, selection and bidding of technologies and products, installation, software integration, data conversion and transfer, permits, training, rebate applications and commissioning. This design-build approach ensures there will be no change orders unless the City alters the scope.



By far, the largest scope item of this project consists of a full city-wide water meter replacement program and installation of Automatic Metering Infrastructure. As meter age, they lose accuracy. When they lose accuracy, the city is no longer receiving payment for water (and sewer) that is actually being pumped and used, but still has to pay for the water it pumps out to the users. This creates a deficit situation. As part of the detailed audit, Siemens pulled and had a 3rd party lab test a random sample of 70 meters throughout the City according to AWWA standards. The weighted average of the 5/8 x 3/4 meters was 82% (this group of meters consist of more than 83% of the City's entire meter population). With water and sewer revenues in 2016 being close to \$10 million, the city is losing a significant amount of revenue through these inaccurate meters. By implementing this solution, the City will capture that additional revenue and those funds will be utilized to pay for this project, without having to raise water rates or fees.

Performance Contracting allows the city to leverage existing assets to help offset the cost of infrastructure improvements and this bundled project is a prime example of how that works. The new AMI system and water meter replacement program will allow the city to capture the lost revenue (thereby producing increased revenues of approximately \$900,000+) from the water meter utility system and reduce its costs associated with manually reading the meters. This funding source, coupled with the additional reduction in utility costs (gas & electric), along with additional operational savings in the City's buildings and parks, will pay for all costs associated with the current proposed project. The additional utility savings and operational savings are approximately \$92,000 in year 1; thereby making the total savings of this project close to \$1 million in the first year.

Through the Performance Contracting process, Siemens guarantees the accuracy of the meters (which ensures capturing the loss revenue from meter inaccuracies) as well as the utility consumption reduction associated with the new equipment at the various facilities throughout the city. If the guarantees are not met, Siemens will write a check for the shortfalls.

The turnkey price associated with Phase 1 is \$7,521,075.00.

On the following pages is the proposed Project Scope of Work for your consideration and the value it brings to the City of Weslaco.

**FIM 1 – Lighting Retrofits to Upgrade Efficiency (25 Buildings and Parks)**

This FIM will:

1. Reduce energy and operational costs associated with lighting.
2. Provide clearer, more consistent lighting throughout City facilities and parks.
 - o Retrofit lighting in city facilities and parks with modern technology LED lamps;
 - o Replace incandescent and/or fluorescent lamps with new LED fixtures where feasible;
 - o Retrofit incandescent and/or fluorescent lamps with LEDs;
 - o Replace incandescent and/or fluorescent exit signs with LEDs;
 - o Install occupancy sensors in Public Works warehouse;
 - o Room by room scope of work will be included as part of the deliverable to the City.

FIM 2 – Replace HVAC Equipment with High Efficiency Units (9 Buildings)

This FIM will:

1. Improve operating efficiency and reduce energy consumption.
2. Replace existing aged, inefficient direct expansion HVAC rooftop units and split systems.
3. Reduce operating costs and maintenance costs.
4. Install programmable thermostats on all new units to reduce energy during unoccupied hours.
5. Conduct Point to Point Checkout and Start up of each new HVAC system installed.
 - o Public Works - Replace one 1.5-ton split system.
 - o Fire Station #3 - Replace one 4-ton split system.
 - o City Hall - Replace one 3-ton split system on the roof.
 - o Parks Office - Replace one 3.5-ton split system.
 - o Weslaco Service Center - Replace one 7.5-ton split system.
 - o Tower Theater - Replace one 4-ton split system.
 - o Office Building at Tower Theater - Replace one 3.5-ton split system.
 - o Fire Administration Office - Replace one Rooftop Air Conditioning unit.
 - o Fire Marshal Office - Replace three split systems on the roof.

FIM 3 – Install HVAC Armor & Re-commissioning of HVAC DX Units (15 Buildings)

This FIM will:

1. Extend the useful life of existing HVAC units
2. Improve Efficiency by cleaning condenser coils, straightening fins, and reducing corrosion
3. Apply a protective coating to coils

For 45 A/C units at 15 buildings:

- o Install HVAC Armor on existing A/C units.
- o Units are cleaned and then treated with an aluminum compound in an industrial grade polyurethane
- o Damaged coil fins are straightened to improve airflow and heat transfer

**FIM 4 – Building Envelope - Weatherization to Reduce Air Leakage (22 Buildings)**

This FIM will:

1. Reduce energy loss through cracks in building envelope by sealing gaps, cracks, and holes
2. Improve occupant comfort
3. Improve air quality in facilities

- o Fire Retardant, Polyurethane Foam, caulks, and appropriate weather stripping materials will be installed at various locations to create “air tight” buildings and reduce loss of conditioned air.

FIM 5 – Building Envelope - Window Film (6 Buildings)

This FIM will:

1. Reduce energy required to air condition buildings by reducing solar heat gain through windows
2. Improve occupant comfort

- o Window film will be installed on windows at various buildings to reduce solar heat gain and UV light levels. This reduces the energy required to cool buildings with conditioned air.

FIM 6 – Lighting Traffic Signal LED Retrofit (13 Intersections)

This FIM will:

- o Reduce energy and operational costs associated with traffic lighting.
- o Provide a longer lamp life for signals.
- o Improve aesthetics and safety
- o Replace city-owned traffic signal lights with modern technology LED lamps;
- o Upgrade pedestrian indicators to LED with countdown;
- o School zone flasher upgrades to include
 - o 20 locations upgraded with single section LED module;
 - o 7 locations upgraded with flasher cabinet, 14’ pole, single section LED, and solar panel with 2 batteries.

FIM 7 – Water Meter AMI

This FIM will:

1. Provide operational savings by eliminating the need to manually read the water meters.
2. Provide greater accuracy – Citizens will pay for what they actually use; no more-no less.
3. Provide a 20 year warranty on water meters
4. Provide enhanced transparency for citizens and staff into water usage



5. Reduce loss and unaccounted for revenue from inaccurate meters

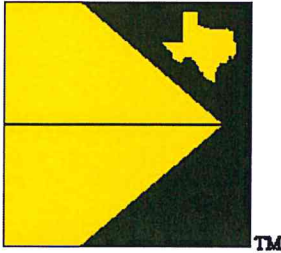
- o Provide and Install a Fixed Base Advanced Metering Infrastructure (AMI) system
 - o Data collectors mounted on 4 city owned elevated storage tanks
 - o New monopoles and data collectors will be constructed at 5 locations
 - o Meter management, analysis, and reporting software (Hosted license)
 - o AMI Field Service Tool
- o Provide interface to city's billing software (INCODE) & include all data transfers
- o Provide software setup and training to city staff.
- o Replace 10,503 existing water meters as identified in city provided database with new meters and AMI transmitters. Strainers will be installed where required on larger meters.
- o All ancillary materials as required (curb stops, boxes, lids, gaskets, flanges, etc)

Qty	Size	Type
8,748	5/8" X 3/4"	Meter & Transmitter
466	1"	Meter & Transmitter
101	1.5"	Meter & Transmitter
1,133	2"	Meter & Transmitter
15	3"	Turbine Meter & Transmitter
17	4"	Turbine Meter & Transmitter
3	6"	Turbine Meter & Transmitter
4	3"	Compound Meter & Transmitter
12	4"	Compound Meter & Transmitter
2	6"	Compound Meter & Transmitter
1	6"	Fire Service meter
1	8"	Fire Service meter
10,503	Total	



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1326	
From:			
Subject: Discussion and consideration on request from Texas Taxi, Inc. to allow RGV Yellow Cab to operate taxi services within the City of Weslaco. Possible action. (Requested by Texas Taxi, Inc.)			
Background: Request by Texas Taxi to allow RGV Yellow Cab to operate in Weslaco and recognize the 50 permits issued by the City of Edinburg.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve request to to operate in Weslaco but will require Weslaco permits.			
Staff Recommendation:			
Attachments, if any: Texas Taxi			
Responsibilities upon Approval:			



*Elyse
All Am work
for Nov 7.
Mike
XC. Ques
for P.*

October 10, 2017

Mr. Mike R. Perez
Weslaco City Manager
255 S. Kansas Ave
Weslaco, Texas 78596

Dear Mr. Perez,

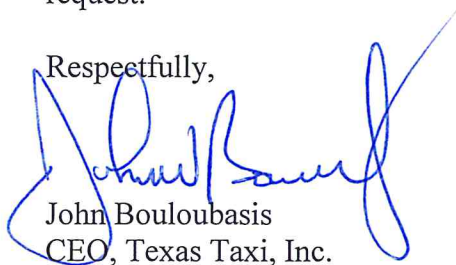
Texas Taxi, Inc. is one of the largest privately held taxicab companies in the United States. It has more than 2,600 taxi permits operating in Houston, San Antonio, Austin, Round Rock, Galveston, and Pasadena. Every cab in our fleet has the latest GPS technology, credit card processing, and cameras to protect both the passenger and the driver. Also in keeping up with changing vehicle for hire services, we offer our mobile app, zTrip, as a way to connect with smartphone customers. In addition, we have the largest wheelchair accessible fleet to ensure the entire community is served.

The Rio Grande Valley is a vibrant and growing community and we are excited to offer full service taxis in the Rio Grande Valley. Rio Grande Valley Yellow Cab (RGV Yellow Cab) will begin operations with 50 permits that have been issued by the City of Edinburg.

We respectfully ask the City of Weslaco to allow RGV Yellow Cab to provide taxi service within your municipal boundaries. We would like the City of Weslaco to recognize the permits issued by the City of Edinburg.

We are happy to provide you with any information you think is necessary to proceed. Please let me know if you need any additional information to move forward with our request.

Respectfully,


John Bouloubasis
CEO, Texas Taxi, Inc.



TEXAS TAXI, INC.
1406 Hays Street · Houston, Texas 77009
Office: (713) 224-4445 · Fax: (713) 225-9121



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1344
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to name a private street located within Apostolic Assembly Church Subdivision to West Apostolic Drive. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: Pastor Herman Mendez has submitted a letter with the request to name a private street located within Lot 1 of the replat of Apostolic Assembly Church Subdivision. Lot 1 has a common access easement and the street would be named within this easement.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Mardoqueo Hinojosa Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Request Letter, Subdivision Plat		
Responsibilities upon Approval: Staff will advise church.		



Templo La Hermosa

Asamblea Apostólica De La Fe En Cristo Jesús.

319 E. Los Torritos, (P.O. Box 1894)

Weslaco, Texas

Pastor Herman Méndez (956) 376-1717

To the City of Weslaco, Texas

ATT. Mayor David Suarez

From Apostolic Assembly Church

August 1, 2017

My dear Mayor Suarez, I am writing this letter asking you a petition on behalf of our church. We have subdivided the grounds of the Church with a street between the two commercial lots. This street was built by the requirements and restrictions of the City of Weslaco.

We would appreciate for the city to accept our request to name the street "W Apostolic Dr." Please consider this request from the Church to put it on the map of the beautiful city of Weslaco, Texas.

Templo La Hermosa was established in 1934, in the 83 years of existence, we have been very proud to be part of this beautiful city of Weslaco, Texas.

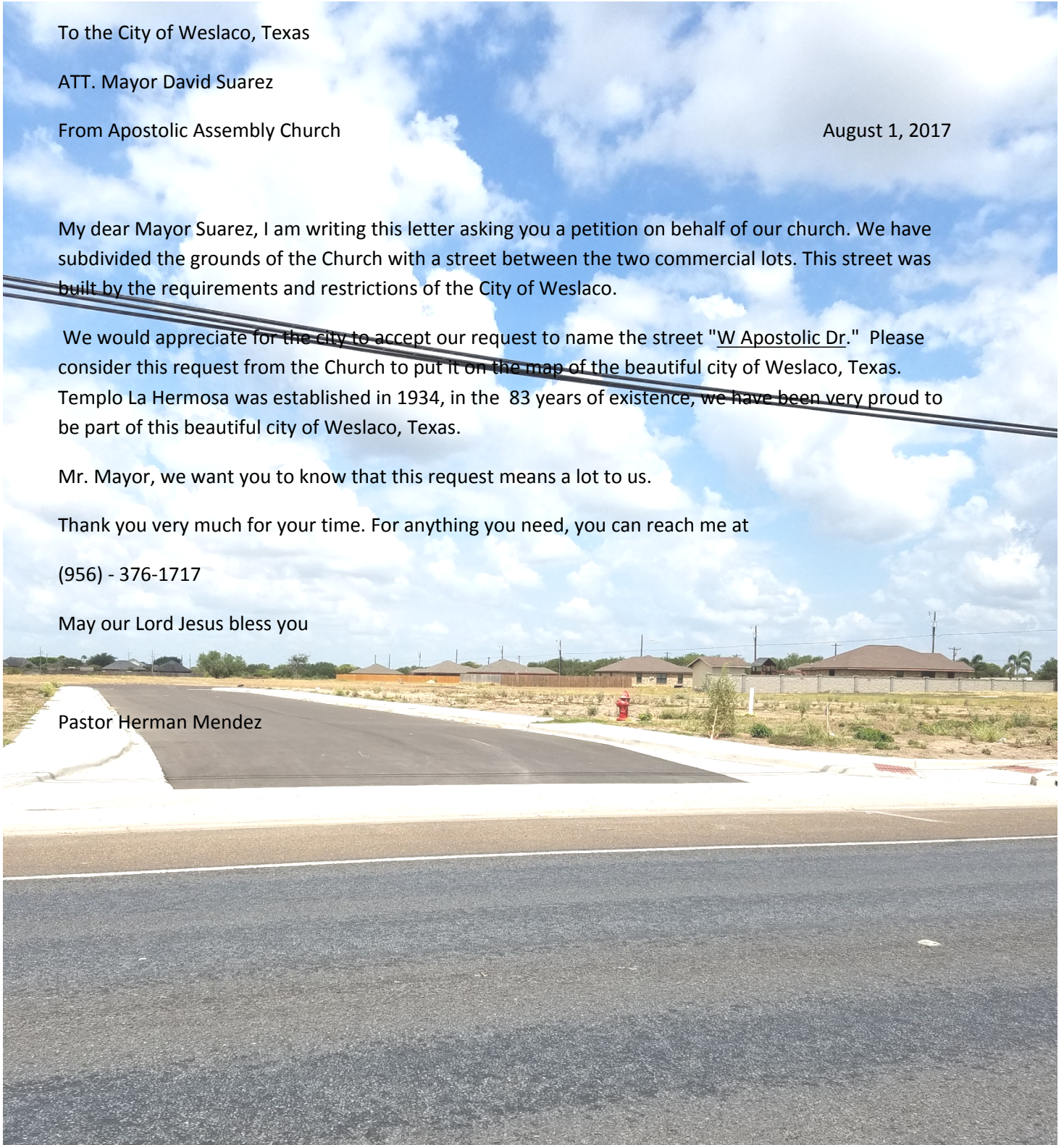
Mr. Mayor, we want you to know that this request means a lot to us.

Thank you very much for your time. For anything you need, you can reach me at

(956) - 376-1717

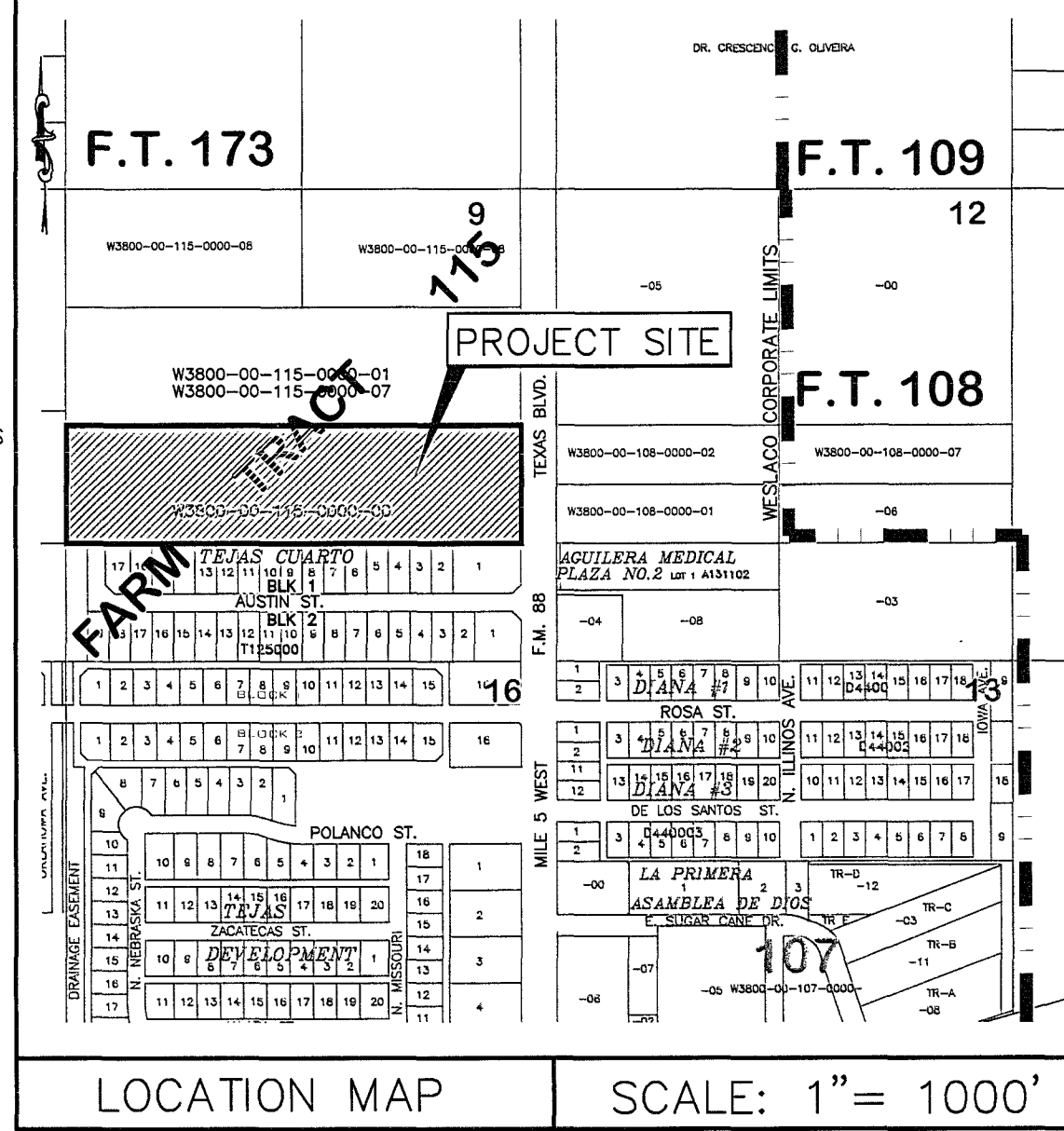
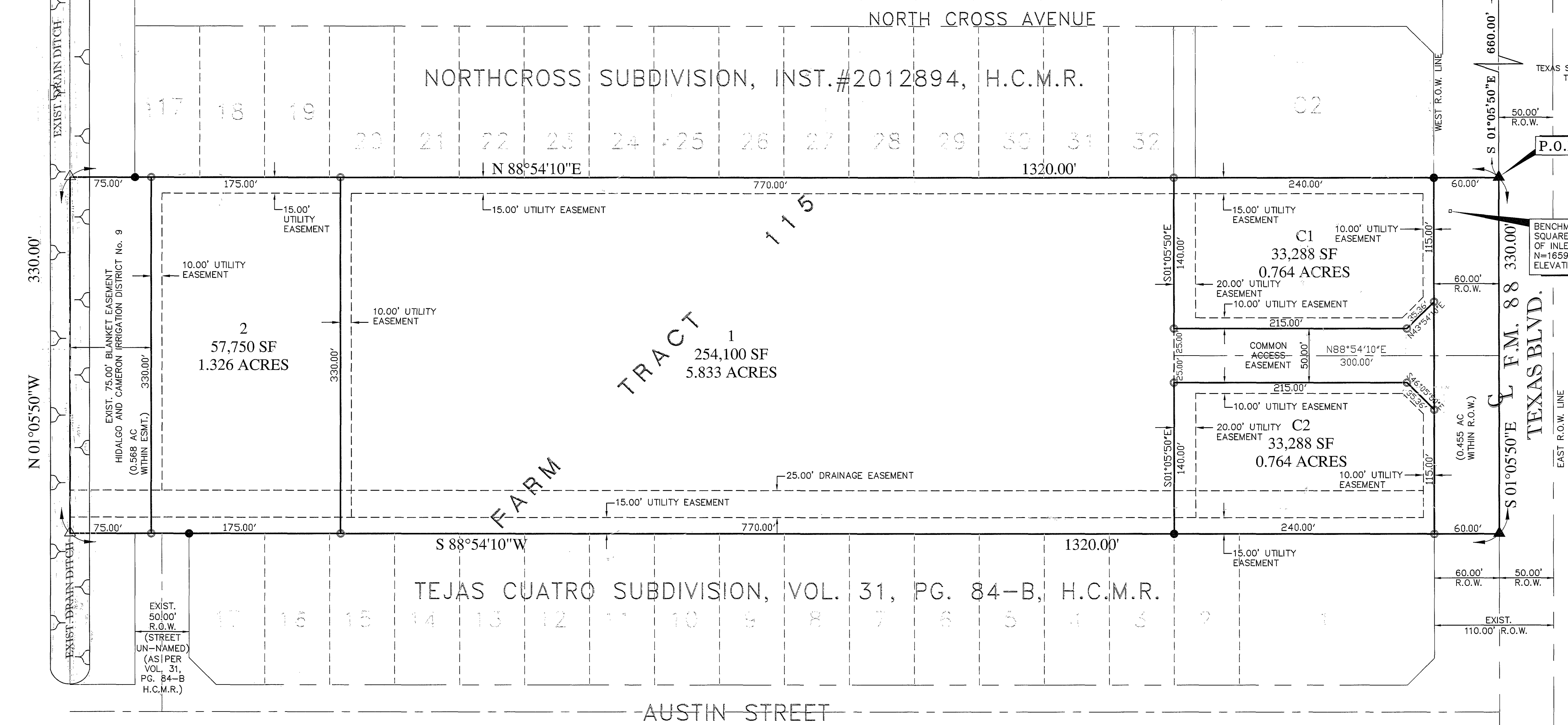
May our Lord Jesus bless you

Pastor Herman Mendez



RE-PLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION

BEING 10.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS. SAME BEING A REPLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION, RECORDED IN INST. #2061119, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAME BEING THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF FARM TRACT 115, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS



LEGEND	
○	SET 1/2 INCH IRON ROD
●	FD. 1/2 INCH IRON ROD
▲	COTTON PICKER SPINDLE SET
△	CALCULATED POINT

WESLACO CITY LIMITS

PLAT NOTES AND RESTRICTIONS

- RE-PLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION IS LOCATED IN ZONE "X" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 6, 2000.
- MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 50 FEET
SIDE: 5 FEET CORNER LOTS: 10 FEET
REAR: 15 FEET, OR TO EASEMENT LINE, WHICHEVER IS GREATER.
- THESE LOTS SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN APPROXIMATELY A TOTAL OF 36,745 CUBIC-Feet 0.84 Acre-Feet OF STORM WATER RUNOFF. DETENTION WILL BE PROVIDED IN LANDSCAPED DETENTION SWALES.
- BENCHMARK:
SQUARE CUT NE CORNER OF INLET
N=16594660.81, E=1151054.00, ELEVATION= 71.76
- THE DEVELOPER SHALL INSTALL STREET LIGHTING AND SIGNAGE AT THE TIME OF SITE DEVELOPMENT.
- A 5' CONCRETE SIDEWALK SHALL BE INSTALLED ALONG F.M. 88 DURING SITE DEVELOPMENT. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO CITY OF WESLACO STANDARDS AND SPECIFICATIONS.
- UTILITIES PROVIDERS:
WATER: CITY OF WESLACO
SANITARY SEWER: CITY OF WESLACO
ELECTRICITY: M.V.E.C.
- ADDITIONAL FIRE HYDRANT AND A WATER LINE EXTENSION AND LOOP WILL BE REQUIRED AT THE TIME OF SITE DEVELOPMENT.
- PARK FEES WILL BE PAID TO CITY OF WESLACO, AS PER CITY ORDINANCE.
- WATER LINE WILL NEED TO BE LOOPED AT TIME OF BUILDING PERMIT.
- A STORMWATER POLLUTION PREVENTION PLAN MUST BE SUBMITTED PRIOR TO ISSUANCE OF BUILDING PERMIT.
- NO ACCESS, LOT FRONTAGE PERMITTED ALONG F.M. 88 (TEXAS BLVD.) FOR LOTS C1 & C2

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

I, HERMAN MENDEZ, PASTOR OF APOSTOLIC ASSEMBLY CHURCH OF THE FAITH IN CHRIST JESUS, INC., AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RE-PLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

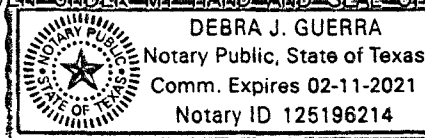
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Herman Mendez 7/13/17
PASTOR - HERMAN MENDEZ,
APOSTOLIC ASSEMBLY CHURCH
OF THE FAITH IN CHRIST JESUS, INC.

STATE OF TEXAS - COUNTY OF HIDALGO PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED **HERMAN MENDEZ** PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF July, 2017



Debra J. Guerra 02-11-21
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS - CITY OF WESLACO PLAT APPROVAL CERTIFICATE

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

David Perry 7/26/17
CITY MAYOR DATE
WCC 11/6/16; 02/21/17
ATTEST-CITY SECRETARY DATE

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

7/26/17
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

PRINCIPAL CONTACTS:		
NAME	ADDRESS	PHONE
OWNER: HERMAN MENDEZ	APOSTOLIC ASSEMBLY OF THE FAITH IN CHRIST JESUS, INC. P.O. BOX 404 WESLACO, TX 78596	(956) 376-1717
ENGINEER: GILBERT J. GUERRA	P.E. 921 SOUTH 10TH ST. EDINBURG, TEXAS 78538	(956) 380-5152 (956) 380-5083
SURVEYOR: EDWARD RUMSEY,	R.P.L.S. 9020 ANDERSON MILL AUSTIN, TEXAS 78729	(512) 249-8149 (512) 331-5217

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49-211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

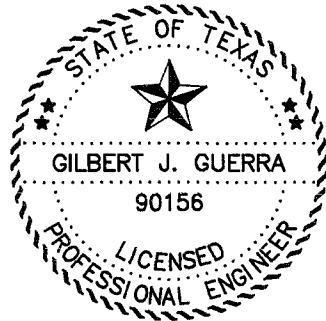
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Raul E. Sesin 08/16/17
RAUL E. SESIN, P.E., C.E.M.
GENERAL MANAGER DATE

STATE OF TEXAS COUNTY OF HIDALGO

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

Gilbert J. Guerra 7/11/17
GILBERT J. GUERRA
REG. PROFESSIONAL ENGINEER NO. 90156 DATE



METES AND BOUNDS

BEING 10.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS. SAME BEING A REPLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION, RECORDED IN INST. #2061119, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAME BEING THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF FARM TRACT 115, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND SAID 10.00 ACRE TRACT BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF FARM TRACT 115, SAME BEING A POINT WITHIN THE RIGHT-OF-WAY OF FM 88, (TEXAS AVENUE)

THENCE, S 01°05'50" E ALONG THE CENTERLINE OF FM 88, SAME BEING THE EAST LINE OF FARM TRACT 115, A DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE SET, THE SOUTHEAST CORNER OF THE NORTH CROSS SUBDIVISION, RECORDED IN DOC # 2009-2012894, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF BEGINNING;

THENCE, S 01°05'50" E ALONG THE CENTERLINE OF FM 88, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THE TEJAS CUATRO SUBDIVISION, RECORDED IN VOLUME 31, PAGE 84-B, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 88°54'10" W ALONG THE NORTH LINE OF THE SAID TEJAS CUATRO SUBDIVISION, PASSING AT 60.00 FEET A IRON ROD SET, THE WEST RIGHT-OF-WAY OF FM 88, AND PASSING AT 1210.00 FEET AN IRON ROD FOUND ON THE EAST RIGHT-OF-WAY OF STREET DEDICATED BY THE TEJAS CUATRO SUBDIVISION, CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO CALCULATED POINT IN THE CENTERLINE OF DRAINAGE DITCH, FOR THE NORTHWEST CORNER OF THE SAID TEJAS CUATRO SUBDIVISION, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01°05'50" W ALONG THE WEST LINE OF FARM TRACT 115, A DISTANCE OF 330.00 FEET TO A CALCULATED POINT, THE SOUTHWEST CORNER OF THE NORTHCROSS SUBDIVISION, SAME BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, N 88°54'10"E ALONG THE SOUTH LINE OF THE SAID NORTH CROSS SUBDIVISION, PASSING AT 1260.00 FEET AN IRON ROD FOUND, THE WEST RIGHT-OF-WAY OF FM 88, CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, IVAN GARCIA, R.P.L.S., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AND ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Ivan Garcia 7/11/17
IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027 DATE

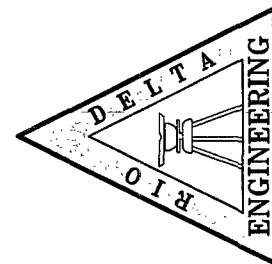


FILED FOR RECORD IN
HIDALGO COUNTY
CLERK
ON: 8/29/17 AT 9:57 AM
INSTRUMENT NUMBER 2044947
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: *Amador Card* DEPUTY

RIO DELTA ENGINEERING

FIRM REGISTRATION NO. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



DRAWN: OSCAR ALARCON JR.
BOUNDARY DESIGN:
IVAN GARCIA, P.E., R.P.L.S.
CHECKED:
GILBERT J. GUERRA P.E.
SURVEYOR:
IVAN GARCIA, P.E., R.P.L.S.
SCALE: 1"=60'
DATE: JULY, 2017

ISSUED FOR:
FINAL

PLAT SHEET
RE-PLAT OF APOSTOLIC
ASSEMBLY CHURCH SUBDIVISION
WESLACO, TEXAS

PROJECT:
SUB 13 028

PAGE NO.

1 OF 1



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1333	
From:			
Subject: Discussion and consideration to approve Mid Valley Airport Ground Lease Agreements, with a reversion clause, for the following Hangars: 1) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangar W-14; 2) Tenant Bud Payne, D/B/A Payne Dealer Group Management Co., Inc., for Hangar W-09; and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft Hangar lease agreement templates. The ground lease agreements being presented are for Hangars 9 and 14, located on the west side of the airport. The proposed hangar lease agreement is for seven (7) years with a reversion. There is a 3% review and cap every three (3) years.			
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): The Airport Advisory Board does not approve revenue agreement but did approve the ground lease agreement template.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W-14 Barbee, W-09 Payne			

Responsibilities upon Approval:

Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as “Lessee” who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,333 sq. ft.** (W14) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of

the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 293.26. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement plus any extensions thereto.

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

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government

commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:


Lessee Initials

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

TB
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

TB
Lessee Initials

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

Section 14. Miscellaneous

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

TB
Lessee Initials

TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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

this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

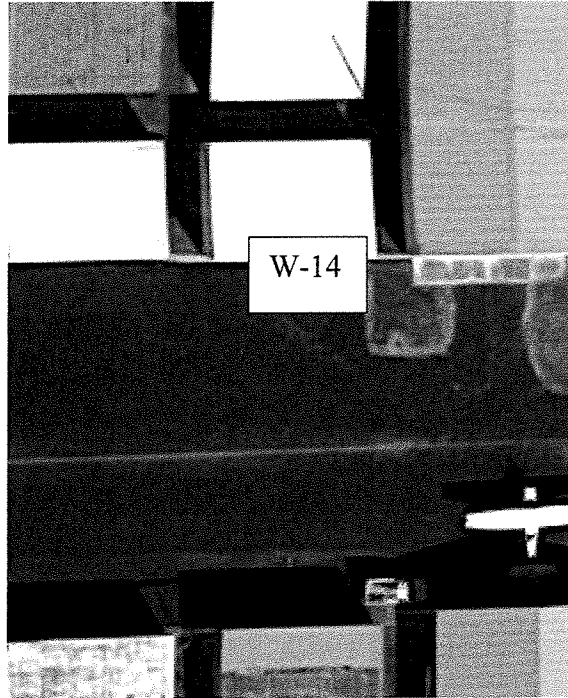
Terry Barbee

Lessee

TB
Lessee Initials

“EXHIBIT A”

HANGAR W14
43' x 31'



Lease Agreement

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

This lease is entered into this _____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Bud Payne D/B/A Payne Dealer Group Management Co., Inc., hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,200 sq. ft.** (W09) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of



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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 264.00. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and



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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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


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Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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



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successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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


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Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any



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program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt


Lessee Initials

requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



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C) Notice to Lessee to be sent to:

Lessee Name: Bud Payne D/B/A Payne Dealer Group Management Co., Inc.
Address: 2401 E. Expressway 83
Weslaco, TX 78596



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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there



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from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to



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Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


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EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

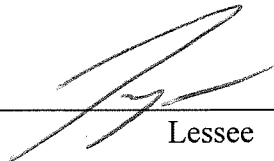
Mayor

City Manager

Approved as to Form:

City Attorney

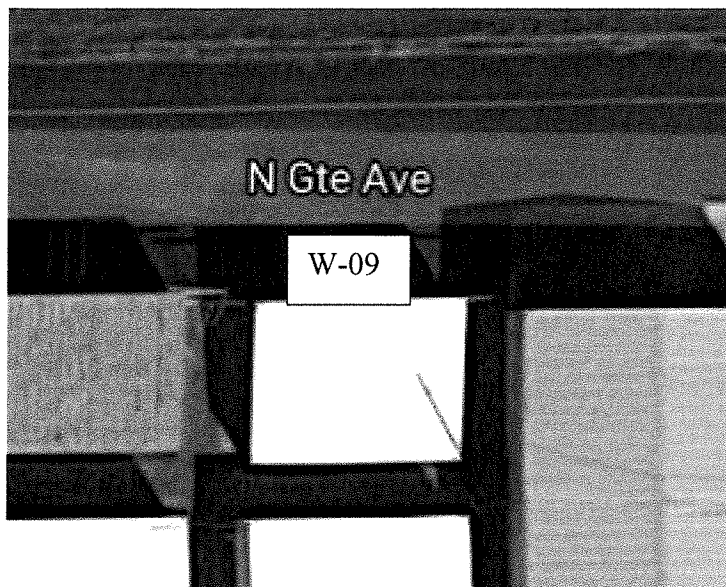
Attest: _____
City Secretary


Lessee


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“EXHIBIT A”

HANGAR W09
30' x 40'




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Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1335	
From:			
Subject: Discussion and consideration to approve Mid Valley Airport Hangar Lease Agreement with Jeremy Reilly D/B/A Rio Aviation, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft Hangar lease agreement templates. The hangar lease agreement being presented is for Hangar B (City owned Hangar) located on the east side of the airport. The proposed hangar lease agreement is for two (2) years with a two (2) year renewal option. There is a 3% review and cap every three (3) years.			
Funding Source (budget code, if applicable):			
Amount: \$9,000.00	Term of Impact: Two Years with a Two Year Option	Identified in Current Budget: Yes	
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): The Airport Advisory Committee does not approve revenue lease agreements but did approve the hangar lease template.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Hangar B			

Responsibilities upon Approval:

Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Jeremy Reily D/B/A Rio Aviation, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar B (E27) more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter



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and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 750.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.


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- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than

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fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement; (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and



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Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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

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Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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- C) Notice to Lessee to be sent to:

Lessee Name: Jeremy Reily D/B/A Rio Aviation
Address: 1909 Joe Stephens
Weslaco, TX 78596

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.



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EXECUTED this _____ day of _____, 20__.

City of Weslaco, Hidalgo County, Texas

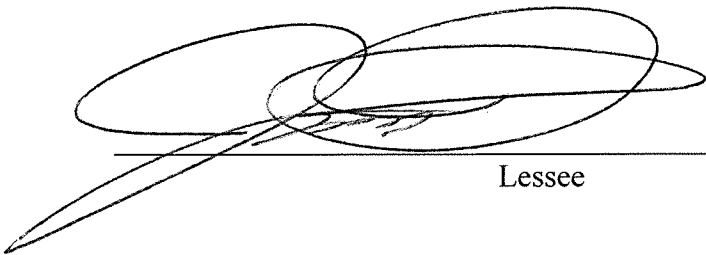
Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary



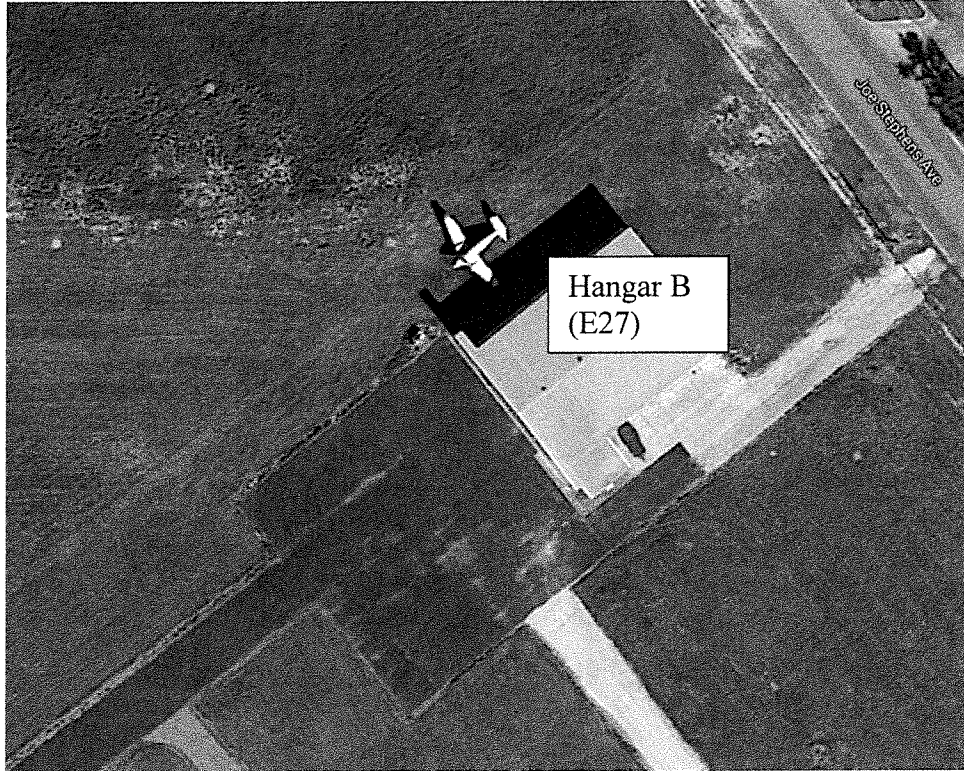
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“EXHIBIT A”

Hangar B (E27)





Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1365	
From:			
Subject: Discussion and consideration on the purchase of a Ford-250 4x4 gas engine vehicle at a cost of \$38,000 and a Chevrolet Tahoe 2x4 vehicle at a cost of \$50,000 under the Fire Department Apparatus Replacement Program 2017-2018 budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)			
Background: These support vehicles will replace a Captain's 2003 Chevy Truck with a mileage of 162,567 and a Chiefs 2004 Ford Expedition with mileage of 164,250. Both vehicles will be under a 5 year lease and includes all unfitting, graphics, communications, and computer set up in command Tahoe.			
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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: Apparatus replacement program 2017-2018, Apparatus replacement program 2017-2018, Apparatus replacement program 2017-2018, Apparatus replacement program 2017-2018			
Responsibilities upon Approval:			

CALDWELL COUNTRY FORD

800 HWY. 21 E. CALDWELL, TEXAS 77836

DIRECT BID**End User:** WESLACO FIRE DEPARTMENT**Caldwell Rep:** AARON WILEY**Contact:** CHIEF LOPEZ**Phone/fax:** 254-773-8824 / 254-773-8808**Phone/email:** 956-447-3415/anlopez@weslacotx.gov**Date:** Monday, September 18, 2017**Product Description:** FORD 3/4 TON**email:** aaron@caldwellcountry.com**A. Bid Series:** DIRECT**A. Base Price:** \$ 31,444.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
W2B	2018 CREW CAB 3/4 TON SRW 4X4	INCL		STX APPERANCE PACKAGE	INCL
	6.2L V8 GAS; 6-SPD AUTOMATIC	INCL		CRUISE CONTROL	INCL
	VINYL 40/20/40 SEAT	INCL		AM/FM/CD RADIO	INCL
	AC & HEAT; AM/FM RADIO	INCL		CAST 18" ALUMINUM WHEELS	INCL
	RUBBER FLOOR	INCL		LT275/70BSW AT TIRES	INCL
	6.5' BED	INCL		SYNC BLUETOOTH	INCL
	DAYTIME RUNNING LIGHTS	INCL		CHROME GRILL	INCL
	REAR VIEW CAMERA	INCL		CHROME BUMPERS	INCL
	ELECTRONIC SHIFT 4X4	INCL		STX FENDER VENT BADGE	INCL
	POWER WINDOWS & LOCKS	INCL			
	KEYLESS ENTRY	INCL			

Total of B. Published Options: \$ -**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS	DELIVERY

Total of C. Unpublished Options: \$ -**D. Pre-delivery Inspection:**

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:**G. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$ -

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

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 0 miles

\$ -

K. Subtotal:

\$ 31,444.00

L. Quantity Ordered 1 **x K =**

\$ 31,444.00

M. Trade in:**N.**

\$ -

O. TOTAL PURCHASE PRICE:

\$ 31,444.00



CAP Fleet Upfitters, LLC
1910 McFetridge Street
Harlingen, TX 78550
Phone: 956-230-5314

Quote

Date 10/26/2017
Quote # CAPQ31154

Name / Address
WESLACO FD
119 E. 5th St.
Weslaco, TX

Ship to:
WESLACO FD
119 E. 5th St.
Weslaco, TX

Salesperson: Christy Sanchez
Email : csanchez@capfleetupfitters.com
VIN :
End User: CHIEF ANTONIO LOPEZ

Year :
Make :
Model :

Part #	Qty	Description	Unit Price	Total
LIBII54TXSP	1	LIBERTY II/CENCOM/SPEAKER	\$ 2,150.00	\$ 2,150.00
C-2410	1	24" ENCLOSED 10" HIGH CONSOLE	\$ 452.13	\$ 452.13
C-CUP2-I	1	Internal cup holders	\$ 28.22	\$ 28.22
C-MCB	2	Mic clip bracket	\$ 9.40	\$ 18.80
C-MC	2	Mic clip	\$ 7.39	\$ 14.78
FB-6	2	6 position fuse block with power feed	\$ 28.67	\$ 57.34
FBF171BLR	1	Ranch Hand Legend Front Bumper	\$ 1,043.68	\$ 1,043.68
GRAPHICS	1	CUSTOM GRAPHICS	\$ 1,000.00	\$ 1,000.00
INSTALL	1	Installation		
LABOR	1	LABOR	\$ 1,411.05	\$ 1,411.05
SSUPPLY	1	SHOP SUPPLIES	\$ 85.00	\$ 85.00
CAPHARNESS	1	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 130.00
SHIP	1	SHIPPING & HANDLING	\$ 165.00	\$ 165.00
DEALER	1	DEALER PREP	\$ 0.00	\$ 0.00
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY BUY BOARD 524-17 EQUIPMENT FOR A 2018 FORD F-250	\$ 0.00	\$ 0.00

Subtotal \$ 6,556.00
Tax \$ 0.00

Grand \$ 6,556.00

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

NOTE:

This Workbook contains two versions of H-GAC's Contract Pricing Work One is for standard equipment/services, and the other is for Catalog or Price purchases. Please contact H-GAC staff about use of the worksheets if you questions.

(See Tabs At Bottom To Select Appropriate Worksheet.)



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

VE11-15

Date
Prepared:

9/18/2017

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	CITY OF WESLACO	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	CHIEF LOPEZ	Prepared By:	AARON WILEY
Phone:	956-447-3415	Phone:	254-773-8824
Fax:		Fax:	254-773-8804
Email:	anlopez@weslacotx.gov	Email:	aaron@caldwellcountry.com

Product Code:	A17	Description:	2017 CHEVROLET TAHOE PPV 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 32,560.00

B. Published Options - Itemize below - Attach additional sheet(s) 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
CLOTH 40-BLANK-40 FRONT SEATS	INCL	REVERSE CAMERA	INCL
CLOTH REAR SEATS	INCL	DRIVER SIDE SPOT LIGHT	INCL
5.3L V8 GAS ENGINE E85	INCL		
POWER WINDOWS & LOCKS	INCL		
KEYLESS ENTRY; BLUETOOTH	INCL		
BLUETOOTH; CRUISE CONTROL	INCL		
AM/FM/CD RADIO	INCL	Subtotal From Additional Sheet(s):	
RUBBER FLOOR	INCL	Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
ADJUSTED PRICE FOR 2018	546		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	546

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. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	710	EXTERIOR COLOR WHITE	
		Subtotal D:	710

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 33816

Quantity Ordered: 1 X Subtotal of A + B + C + D: 33816 = Subtotal E: 33816

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 60-90 DAYS ETA **H. Total Purchase Price (E+F+G):** 34416



CAP Fleet Upfitters, LLC
1910 McFetridge Street
Harlingen, TX 78550
Phone: 956-230-5314

Quote

Date 10/27/2017
Quote # CAPQ26114

Name / Address
WESLACO FD
119 E. 5th St.
Weslaco, TX

Ship to:
WESLACO FD
119 E. 5th St.
Weslaco, TX

Salesperson: Christy Sanchez
Email : csanchez@capfleetupfitters.com
VIN :
End User: Weslaco Fire Chief

Year : 2018
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
HCLIBDUOPGK	1	Liberty II Duo Bar with Cen Com and Speaker with all brackets	\$ 2,395.00	\$ 2,395.00
SSFOSI6	1	SOLID STATE HEADLIGHT FLASHER	\$ 55.64	\$ 55.64
M4CT15B	1	M4 FOG LT MT 2015 TAHOE BLK	\$ 36.92	\$ 36.92
M4DWJ	2	M4 DRIVING/WARNING LT RED/BLU	\$ 121.68	\$ 243.36
ULF44	1	UNIVERSAL LED FLASHER 4 OUTLET	\$ 47.32	\$ 47.32
60CREGCS	2	NOTES: Will Flash Front LED's in Hdt's. Rear LED's in 12V WHT/RED 6" COMPARTMENT LT	\$ 106.08	\$ 212.16
FN-1416CTD	1	NOTES: Front Cabin, Rear Hatch Fusion 1 1/2 Chevy Tahoe 2015+ Dual Color	\$ 258.24	\$ 258.24
FSM-180-RB	10	NOTES: Dual Red/ Blue. FUSION 180 RED/BLUE DUAL COLOR SURFACE MOUNT	\$ 75.84	\$ 758.40
FSM-180-RB	8	FUSION 180 RED/BLUE DUAL COLOR SURFACE	\$ 75.84	\$ 606.72
		2 REAR HATCH, 2 REAR LICENSE PLATE, 2 FOR FRONT HOOD R/W & B/W 180*, 2 FOR SIDES OF PUSH		
FN-4616	2	Recessed Mount Fusion Surface Mount	\$ 6.00	\$ 12.00
I-29009	1	License Plate Bracket T5	\$ 20.00	\$ 20.00
FN-0216D	4	Fusion 1 1/2 200 Dual Color	\$ 139.92	\$ 559.68
		2 REAR SIDE WINDOWS, 2 EXTERIOR REAR TOP		
FN-4516-LS	2	Feniex Fusion Light Stick Window Mount	\$ 10.00	\$ 20.00
		2 FOR THE REAR SIDE WINDOW FUSIONS		
FN-0816D	1	Fusion 1 1/2 800 Dual Color	\$ 430.32	\$ 430.32
FN-4016	8	SURFACE MOUNT L BRACKET	\$ 10.00	\$ 80.00
		2 FOR THE 800 LIGHT STICK, 2 FOR EACH 200 LIGHT STICKS ON EXTERIOR REAR TOP, 2 FOR 600 LIGHT STICK FRONT ON BRUSH GUARD. 1 FOR EACH		
P46SLC	1	PAR-46 SUPER-LED SPOT LT 12V	\$ 135.20	\$ 135.20
GGC15HBL1	1	15 TAHOE LEGEND GRILL GUARD	\$ 525.00	\$ 525.00
C-VS-2000-TAH-2	1	HAVIS VEH. SPEC. 2015+ TAHOE CONSOLE 20" LONG, 12.5" WIDE	\$ 390.89	\$ 390.89
		NOTES: Extra wide for notebook/ binder/ etc. stroage.		
C-ARM-102	2	Side mount armrest	\$ 46.36	\$ 92.72
C-CUP2-I	1	Internal cup holders	\$ 22.93	\$ 22.93
C-MC	2	Mic clip	\$ 7.30	\$ 14.60
C-MCB	2	Mic clip bracket	\$ 9.30	\$ 18.60
C-AP-0325	1	3" accessory pocket, 2.5" deep	\$ 30.91	\$ 30.91
C-CHTAHN1-12N-	1	TkVlt Custom Cabinet (See Drawing)	\$ 2,328.00	\$ 2,328.00



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
1910 McFetridge Street
Harlingen, TX 78550
Phone: 956-230-5314

Quote

Date 10/27/2017
Quote # CAPQ26114

Name / Address
WESLACO FD
119 E. 5th St.
Weslaco, TX

Ship to:
WESLACO FD
119 E. 5th St.
Weslaco, TX

Salesperson: Christy Sanchez
Email : csanchez@capfleetupfitters.com
VIN :
End User: Weslaco Fire Chief

Year : 2018
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
P-966	1	TkVlt Conversion Kit for Old Tahoe to 2015 Plus. Includes	\$ 75.00	\$ 75.00
FB-6	4	6 position fuse block with power feed	\$ 28.67	\$ 114.68
GRAPHICS	1	CUSTOM GRAPHICS	\$ 1,000.00	\$ 1,000.00
M7J	10	M7 LED FLASHER BLUE/RED	\$ 131.00	\$ 1,310.00
C-TMW-F150-03	1	2015-2016 Ford F150 Tunnel Mount assembly	\$ 85.34	\$ 85.34
C-ARM-103	1	Armrest for top mount, console, large pad	\$ 79.32	\$ 79.32
BCK12500	1	HEADACHE RACK LOUVERED FRAME ONLY, HW KIT	\$ 219.00	\$ 219.00
BCK30221	1	BACKRACK HARDWARE KIT W/STANDARD BRACKETS, 17-ALUMINUM SUPERDUTY	\$ 99.00	\$ 99.00
BCK65521	1	SIDE RAILS, 6.5FT BED, 17 SUPERDUTY ALUMINIUM	\$ 299.00	\$ 299.00
FN-0616D	1	FUSION 600 DUAL COLOR	\$ 342.32	\$ 342.32
ENT2B3D	1	Intersector Under Mirror/Surface Mount Light w/ 4-Wedges, Mounting Gasket & Hardware, 18 LEDs, Dual Color -	\$ 200.00	\$ 200.00
ENT2B3E	1	Intersector Under Mirror/Surface Mount Light w/ 4-Wedges, Mounting Gasket & Hardware, 18 LEDs, Dual Color -	\$ 200.00	\$ 200.00
LABOR	1	LABOR	\$ 1,700.00	\$ 1,700.00
SSUPPLY	1	SHOP SUPPLIES	\$ 85.00	\$ 85.00
CAPHARNESS	1	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 130.00
SHIP	1	SHIPPING & HANDLING	\$ 545.00	\$ 545.00
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY EQUIPMENT FOR A 2018 TAHOE BUY BOARD 524-17	\$ 30.00	\$ 30.00

Subtotal \$ 15,808.27

Tax \$ 0.00

Grand \$ 15,808.27

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1342	
From:			
Subject: Discussion and consideration to approve the purchase of a network data storage appliance using a State of Texas DIR contract in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by IT Department.)			
Background: We are currently needing to expand our existing storage due to reaching its capacity. This expansion to our existing system will provided faster performance due to solid state drives configured on it. We currently run all department network shares and virtual servers from network storage appliance and all applications will now have increased performance.			
Funding Source (budget code, if applicable): 01-530-4010			
Amount: \$30,000.00		Term of Impact: 1	Identified in Current Budget: Yes
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):			
Jose Peña		Created/Initiated	
Jose Peña		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: SHI Quote			
Responsibilities upon Approval:			



Pricing Proposal
Quotation #: 13862814
Created On: 7/27/2017
Valid Until: 8/26/2017

CITY OF WESLACO

Jose Pena

255 S. Kansas Ave
Weslaco, Texas 78596
UNITED STATES
Phone: (956) 968-6253
Fax:
Email: jpena@weslacotx.gov

Inside Account Executive

Jessica Vos

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	1.92TB, SAS 12Gb, SSD, Mainstream RI, 2.5 Compellent - Part#: DS-SAS-25-1920SSDRI-M-D	7	\$2,598.45	\$18,189.15
2	Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5" Dell - Part#: EN-BLNK-SAS6-25-D	17	\$6.30	\$107.10
3	Compellent SC220 Enclosure, 2.5" 24-Bay Compellent - Part#: EN-SC220-2425	1	\$3,672.90	\$3,672.90
4	6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS Dell - Part#: PA-CBL-SAS-2M-D	2	\$107.52	\$215.04
5	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2 Compellent - Part#: PA-PC-2M-D	1	\$12.60	\$12.60
6	Ready Rails II Static Rails for 4-post Racks Compellent - Part#: PA-RK-RR2-D	1	\$63.00	\$63.00
7	Storage Performance Bundle - Base License Dell - Part#: SW-PERF-BASE48	1	\$3,090.00	\$3,090.00
8	ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosu Dell - Part#: PS-SC2XX2U-PD	1	\$1,099.55	\$1,099.55
9	EN-SC220-2425-MTCH8HR : Support, 24x7, 8HR, Enclosure, SC220, 2.5" 24-bay Dell - Part#: EN-SC220-2425-MTCH8HR	1	\$1,840.10	\$1,840.10
10	SW-PERF-BASE48-MTCS8HR : Support, 24x7, 8HR, SW,Storage Optimization Bundle Dell - Part#: SW-PERF-BASE48-MTCS8HR	1	\$1,359.57	\$1,359.57
			Total	\$29,649.01

Additional Comments

DIR-SDD-1951

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1377	
From:			
Subject: Discussion and consideration to schedule workshops of the Commission. Possible action. (Staffed by City Secretary's Office.)			
Background: The Commission has expressed a desire for workshops to examine drainage and streets as well as joint workshops with both the School Board and the Planning and Zoning Commission. As this is the holiday season, we seek guidance on availability. There is one more Tuesday in November, the 28; alternating Tuesdays in December, when not already a regular meeting, are the 12 and 26.			
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):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Set schedule based on availability of Commission.			
Attachments, if any:			
Responsibilities upon Approval: Confer with other boards, as applicable. Post agendas.			



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1320	
From:			
Subject: Discussion and consideration to enter into a commercial card agreement with BBVA Compass Bank and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.)			
Background: This agreement is for the issuance of physical and virtual credit cards which may be used for goods and services. The program provides for a "revenue share" which operates like a cash rebate to the City, depending on purchase volume. The bank is also proposing to waive any fees for use of the card program.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Sonia Flores		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Revenue Share Addendum, Commercial Card Agreement Exhibits, Commercial Card Agreement			
Responsibilities upon Approval:			

ADDENDUM TO COMMERCIAL CARD AGREEMENT

Incentive Payment Agreement

THIS ADDENDUM TO THE PURCHASING CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth below by the company whose name is set forth below ("Company") with Compass Bank ("BBVA Compass").

1. Definitions:

"Program Year" means the twelve (12) month period beginning on the date of the Commercial Card Agreement execution, and each successive twelve (12) month period thereafter.

"Average Transaction Size" means all Charge Volume divided by the total number of all transactions included in the calculation of Charge Volume for any given period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume for any given period.

"Charge Volume" means the total US dollar equivalent of charges made by the Company and its Subsidiaries and/or Employees on a BBVA Compass Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, refunds and fraudulent charges.

"Commercial Level III Transaction Volume" means total US Dollar transactions that qualify for reduced interchange rates (Interchange generated by transaction is between 180 – 200 basis points) because they contain enhanced data elements that describe line item details regarding the purchase, net of refunds and returns.

"Large Ticket Transaction" means a US dollar transaction that qualifies for the large ticket interchange rate (less than 180 basis points), typically exceeds \$6,500, and includes at least level III data, and is acknowledged by the merchant, supplier's acquirer, and card association.

"Large Ticket Transaction Volume" means total US dollar transactions made on a BBVA Compass Commercial Card, net of returns and refunds.

2. Monthly Rebate:

At the end of each rebate period BBVA Compass will calculate an incentive based on the Purchase Volume for the preceding rebate period (month). If the purchases entitle the Company to a payment, such payment will be made to the Company in the form of an ACH Credit to the Company's Demand Deposit Account indicated in the ACH Authorization Exhibit to the Company's Commercial Card Agreement. The appropriate rebate rate would apply to each contract year. Rebate payments will be made with reconciliation at the end of each contract month, quarter or year. The incentive will be deposited to the Company's DDA approximately 30 days after the end of the rebate period. BBVA Compass will segregate large ticket transactions (as qualified by MasterCard® and/or VISA®, as applicable) from the Purchase Volume for Revenue Share calculation purposes. If applicable, Customer's net Purchase Volume will be segregated into either the Standard non-qualified Large Ticket Revenue Share Schedule, or the Qualified Large Ticket Revenue Share Schedule set forth below for purposes of Revenue Share calculation. BBVA Compass will pay a Volume Rebate based on the following rebate matrix which utilizes both the total annual volume of the Commercial Card program and the overall average transaction size in order to determine the rebate rate. This rebate assumes a 30-day billing cycle, with full settlement options of within 14 days of the cycle's billing date for the Commercial Card.

Annual Charge Volume		Monthly Charge Volume		Rebate Percentage
Low	High	Low	High	
\$0	\$999,999	\$0	\$83,333	70 bps
\$1,000,000	\$2,999,999	\$83,334	\$249,999	100 bps
\$3,000,000	\$4,999,999	\$250,000	\$416,666	130 bps
\$5,000,000	\$6,999,999	\$416,667	\$583,333	140 bps
\$7,000,000	\$8,999,999	\$583,334	\$749,999	150 bps
\$9,000,000	+	\$750,000	+	160 bps
Large Ticket/Reduced Interchange Transaction				35 bps
Average Ticket Size				

ADDENDUM TO COMMERCIAL CARD AGREEMENT
Incentive Payment Agreement

3. To remain eligible for any actual or potential incentive, the Company's accounts with the BBVA Compass must remain in good standing. The bank reserves the right to withhold any incentives in the event any of the Company's accounts becomes past due or are otherwise not in good standing in BBVA Compass' sole discretion.
4. BBVA Compass may modify or cancel this addendum to the Commercial Card Agreement at any time by providing a ten (10) day notice to the customer.
5. The Company agrees to indemnify and hold BBVA Compass, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which BBVA Compass may be subjected or which it may incur in connection with any claims which might arise from or out of this Addendum to the Commercial Card Agreement.
6. The terms of this addendum are expressly incorporated into the Commercial Card Agreement as if fully setout therein. To the extent there is a conflict in the terms of the Commercial Card Agreement and this Addendum, the terms of this Addendum will supersede the terms of the Commercial Card Agreement. All other provisions of the Commercial Card Agreement remain in full force and effect.
7. Any capitalized terms not specifically defined herein shall have the meanings assigned in the Agreement.

IN WITNESS WHEREOF, Company and BBVA Compass have caused this Addendum to the Commercial Card Agreement to be executed by their duly authorized representatives as of the date set forth below.

Company : City of Weslaco (Texas)

Authorized Representative

Title

Signature _____

Date: _____

Compass Bank

Authorized Representative

Title

Signature _____

Date: _____

Exhibit I

BBVA Compass Commercial Card Application Information

Company Setup

Company Name	City of Weslaco (Texas)		
Tax ID#			
Address			
City, State, Zip			
Phone Number			
Primary Administrator	RESPONSIBLE FOR ALL PCARD MAINTENANCE, INCLUDING NEW CARD ADDITIONS, CARD LIMITS, MCC CODES, USAGE OF CARDS, ETC.		
Name			
Verification ID			
Phone Number			
Email Address			
Secondary Administrator	BACKUP TO THE PRIMARY ADMINISTRATOR		
Name			
Verification ID			
Phone Number			
Email Address			
Additional Administrator(s)	PRIMARY CONTACT FOR FUNCTIONS NOT RELATED TO CARD MAINTENANCE, NEW CARD ADDITITONS, CARD LIMITS, MCC CODES, OR RESTRICTIONS PLACED ON USAGE OF CARDS.		
Name			
Verification ID			
Phone Number			
Email Address			
Monthly cycle statement cutoff date (the day of the month) OPTIONS ARE 2,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,23,24, 25, Last Business Day of month, First Business Day of month			
Default block international (outside of the US)? (Block can be reversed temporarily for infrequent international business travelers)	☒ Yes	☐ No	
Texas Public Entity	☒ Yes	☐ No	

Exhibit II
BBVA Compass Commercial Card Application Information
Fees

All Fees are nonrefundable.

Annual Fee \$ _____ 0.00 /year for each issued and outstanding Commercial Card

The annual fee shall be due and payable at the time of the first periodic billing on Company's Commercial Card Account and annually thereafter. The annual fee shall be charged on each issued Commercial Card unless BBVA Compass has received written notice to cancel that Commercial Card at least one month prior to the assessment of the annual fee.

Corporate World Elite Annual Fee	\$ _____	n/a
Expedited Delivery Fee	\$ _____	n/a
Company Logo Fee	\$ _____	n/a
BBVA Compass internet Card Management Tool Setup Fee	\$ _____	0.00
BBVA Compass internet Card Management Tool Monthly Fee	\$ _____	0.00

Authoized signer

Signature of Authorized Representative

Printed Name

Title

Date

Exhibit III

BBVA Compass Commercial Card Application Information

Authorization for Payment By ACH Debit

Company Name: City of Weslaco (Texas)

The above named company ("Company"), by and through its authorized representative, directs Compass Bank ("BBVA Compass") to initiate ACH debit entries to Company's demand deposit account designated below for all amounts due to BBVA Compass under the Commercial Card Agreement executed by Company:

Depository Name: _____

City _____ **State** _____ **Zip** _____

Routing Number (9 digits) _____

Account Number _____

If you have ACH Debit Blocking on the account number above, please allow the following ACH IDs: 00741PCARD and 01471PCARD.

This authorization shall remain in full force and effect until BBVA Compass has received written notification from Company terminating this authorization at least three (3) business days prior to the date of a transfer.

Signature of Authorized Representative

Printed Name

Title

Date

BBVA Compass Commercial Card Agreement

Company Name: City of Weslaco (Texas)

Date: Oct 13, 2017

THIS COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth above by the company whose name is set forth above ("Company") with Compass Bank ("BBVA Compass"). All instructions, descriptions, and other documentation relating to the Commercial Cards and the Commercial Card Account provided to Company under this Agreement, including without limitation any service guides, user guides, implementation forms, operating procedures, online service materials and user guide, and security procedures (the "Service Material") are incorporated by reference into this Agreement.

1. INTRODUCTION

BBVA Compass is a card-issuing member of MASTERCARD® AND VISA® and is authorized to issue or procure the issuance of physical cards and/or virtual credit cards numbers ("Commercial Cards"), which may be used as provided in this Agreement. Company has requested and BBVA Compass has agreed to provide, for use by individuals designated by Company, an account which can be used: to purchase goods and services from those merchants that accept MASTERCARD and/or VISA cards as a method of payment either (i) by presenting a Commercial Card to such merchants, or (ii) over the telephone or online without the need to present a physical Commercial Card to such merchants.

2. DEFINITIONS.

All capitalized terms used in this Agreement are defined herein and shall have the following meaning:

- (i) "Association" means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
- (ii) "Billing Cycle" means the period of time from which a Statement is generated until the next Statement is generated.
- (iii) "Cardholder" means an individual employee of Company, named as the holder of the Commercial Card Account or using the Commercial Card Account in the name of Company, regardless of whether a physical card is issued in conjunction with the Commercial Card Account who is authorized to make charges to the Commercial Card Account.
- (iv) "Card Management Tool" means any internet based tool provided by BBVA Compass to Company for the purpose of managing their card program.
- (v) "Card Products" means the standard BBVA Compass commercial card offerings, including but not limited to the Purchasing Card, Corporate Card, Fleet Card, Executive Card and Multi- Card.
- (vi) "Commercial Card" means, in connection with a Commercial Card Account, any commercial charge card issued by BBVA Compass pursuant to this Agreement in the name of Company and/or Cardholders.
- (vii) "Commercial Card Account" means any account established by BBVA Compass pursuant to this Agreement in the name of Company, to which debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
- (viii) "Commercial Card Administrator" means the employee designated by Company to serve as the primary point of contact between Company and BBVA Compass and shall be trained and has thorough knowledge of Commercial Card Programs offered by BBVA Compass to Company.
- (ix) "Commercial Card Program" means the Commercial Card Products and ancillary services offered by BBVA Compass or a participating bank.
- (x) "Charge" means any transaction posted to a Commercial Card Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
- (xi) "Credit Limit" means, with respect to a Commercial Card Account, maximum aggregate amount available for purchases, fees and other charges incurred or arising by virtue of the use of the Commercial Card Account
- (xii) "Due Date" the calendar date as set forth in the Statement upon which the New Balance is due.
- (xiii) "Fees" means all fees that are posted to a Commercial Card Account and due and payable to BBVA Compass by Company and/or its Cardholders that are associated with any Commercial Card Program, including but not limited to cash advance, Foreign Transaction and Late Fees.
- (xiv) "Foreign Transaction Fee" means the fee BBVA Compass charges on the amount of any debt or other Transaction posted to a Commercial Card Account that is not in the same currency in which the Commercial Card Account is billed and which must be converted to the currency used for billing purposes.

- (xv) "Late Fee" means the fees associated with any debt that remains unpaid to BBVA Compass by Company and/or Cardholders after the Due Date on the statement.
- (xvi) "MasterCard" means MasterCard USA, Inc., MasterCard International, and any other MasterCard entity.
- (xvii) "MCC" means the Merchant Category Code which are the codes established by the Associations that identifies and classifies goods or services offered by a merchant. Each merchant designates its Merchant Category Code to the applicable Association.
- (xviii) "Party" means any one of BBVA Compass or Company, and "Parties" means BBVA Compass and Company.
- (xix) "Person" means any corporation, company, Limited Liability Company, general partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
- (xx) "Purchase" means a purchase of goods and/or services that is charged to a Commercial Card Account.
- (xxi) "Statement" means, with respect to one or more accounts, a periodic billing Statement from BBVA Compass listing all Transactions posted to such Commercial Card Accounts.
- (xxii) "Transaction" means any activity posted to a Commercial Card Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
- (xxiii) "Unauthorized use" means the use of a Commercial Card by a person other than a Cardholder who does not have actual, implied or apparent authority for such use, and from which Company receives no benefit. It does NOT include transactions utilizing a card without a cardholder's name embossed on the card or where there is no card associated with such account and no disputes will be accepted for such accounts – Company accepts absolute liability for such accounts.
- (xxiv) "Visa" means Visa USA, Inc., Visa International Service Association, Inc., and any other Visa entity.

3. COMPANY SETUP INFORMATION

The Company Setup Information, which is attached as Exhibit I and incorporated by reference into this Agreement, includes the initial options selected and information submitted by Company in connection with its use of Commercial Cards. During set up, additional company information may be captured within the Implementation Workbook. Company may use the BBVA Compass internet Card Management Tool described in Section 4 to change this information from time to time.

4. DESIGNATION OF CARDHOLDERS AND ADMINISTRATORS; ISSURANCE OF CARDS

Company may designate individuals who will be permitted to make charges to the Commercial Card Account with or without the use of a Commercial Card. BBVA Compass will issue a Commercial Card to each individual designated by Company. Each individual who is issued a Commercial Card and each individual who is authorized to make charges to the Commercial Card Account without the use of a Commercial Card is a Cardholder. All Commercial Cards are and at all times shall remain the property of BBVA Compass, and may be canceled at any time and must be surrendered on demand. Company agrees to assume complete responsibility for all Purchases charged to the Commercial Card Account, whether authorized and unauthorized, plus all fees and other charges provided under this Agreement. Company also agrees to assume complete responsibility for all transactions, authorized and unauthorized, made through the use of any Commercial Card Account without the use of a Commercial Card. BBVA Compass reserves the right, in its sole discretion, to decline to issue a Commercial Card or to allow use of the Commercial Card Account to any individual. Unless otherwise requested by Company in writing, all Commercial Cards will be mailed to Company's address set forth in Exhibit I or to any changed address for which Company provides notice to BBVA Compass, either as provided in Section 14 or through the Card Management Tool. Company is solely responsible for distributing the Commercial Cards to the Cardholders and for safeguarding them following receipt. Company acknowledges that the Commercial Cards are for Cardholders only. Unless Company notifies BBVA Compass otherwise in writing, Company authorizes and directs BBVA Compass to issue renewal or replacement Commercial Cards to Cardholders on or before the expiration of each Commercial Card. Company acknowledges and agrees that Commercial Cards are not assignable or transferable, by operation of law or otherwise. Company assumes complete responsibility for monitoring the use of its Commercial Cards and its Commercial Card Account. Company agrees to notify BBVA Compass immediately, by telephone, followed by prompt written confirmation, of (1) any loss or theft of any Commercial Card or any suspected unauthorized use of the Commercial Card Account, (2) any termination of a Cardholder's authority to use a Commercial Card, or (3) any termination of a Cardholder's authority to make charges to a Commercial Card Account without the use of a Commercial Card.

Company must designate and authorize both a Commercial Card Administrator and an Additional Commercial Card Administrator, which the initial Commercial Card Administrators are identified in Exhibit I, to administer the commercial card program on behalf of the Company, including, without limitation, the ability to make changes, additions, modification or deletions, to the overall structure and settings of the commercial card program. Company will notify BBVA Compass as provided in Section 14 of any changes of the Commercial Card Administrator

or the Additional Commercial Card Administrator. The Commercial Card Administrator and the Additional Commercial Card Administrator are responsible for notifying BBVA Compass of any changes in the information contained in Exhibit I, as provided in Section 14 or through the Card Management Tool. In addition, the Commercial Card Administrator and the Additional Commercial Card Administrator are responsible for managing the Card Management Tool, which, among other functionality, permits Company to add, delete or change Cardholders, monitor Commercial Card usage, and set limitations on Commercial Card usage by transaction type, size or frequency. Company agrees that it is responsible for the manner and format in which all usage of the Commercial Card Account is reported and analyzed by the Card Management Tool.

5. BUSINESS PURPOSE; LIMITATIONS ON CARDHOLDER USE

The Commercial Card Account and each Commercial Card are to be used solely for business purposes (which does not include any personal, family or household purpose), and Company agrees to so advise each Cardholder. Company's obligation under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes. Company is solely responsible for the use and treatment of the Commercial Card Account and the Commercial Card, and will inform each Cardholder as to the terms of this Agreement. Use of the Commercial Card Account and each Commercial Card is subject to credit and spending limits described in Section 11.

BBVA Compass also offers Company the option to restrict a Cardholder's use of the Commercial Card Account according to the MCC. If Company has selected this option, BBVA Compass agrees to authorize charges on the Commercial Card Account only if the MCC for the merchant requesting authorization is identified in Implementation Workbook. Company acknowledges that transactions in an amount below certain floor limits will not be subject to prior authorization or approval at the point-of-sale and therefore, will bypass the routine authorization process for transaction approval. Company agrees to accept full liability for any such transactions. BBVA Compass reserves the right, at any time and without prior notice to the Company, to decline to authorize any requested transaction: (a) for security reasons; (b) if BBVA Compass is unable to verify the status of the Commercial Card Account; or (c) for any reason relating to known or reasonably suspected fraud, illegal activity, unauthorized use or other misuse. Neither BBVA Compass nor its agents will be responsible or have any liability for refusing to authorize any transaction, even if Company has credit available. Company agrees that these limitations are reasonable and fully meet the needs of Company for security and control over its Commercial Card Account, while at the same time affording the Cardholders sufficient access in order for Company to effectively use the Commercial Card Account.

6. FEES

In return for the services provided to Company by BBVA Compass under the terms of this Agreement, Company agrees to pay the fees provided on Exhibit II. BBVA Compass may change the fees as provided in Section 14.

7. ILLEGAL TRANSACTIONS

Company agrees that the Commercial Card Account may not be used for any transaction that is illegal in the jurisdiction where the transaction is consummated or in any other jurisdiction affected by the transaction. Company agrees that it is the responsibility of Company and each Cardholder to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the MasterCard and/or VISA logo by any merchant accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. Company acknowledges and agrees that BBVA Compass has no obligation to monitor, to review or to evaluate the legality of Company's Commercial Card transactions. Company also agrees that no Cardholder will use a Commercial Card in connection with any Internet or on-line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. BBVA Compass reserves the right to decline any transaction that BBVA Compass believes is an illegal transaction, an Internet or on-line gambling transaction or a high-risk transaction. To the fullest extent permitted by law, Company agrees to pay for any charge on the Commercial Card Account, even if that transaction is determined to be illegal.

8. PERIODIC BILLING

BBVA Compass will provide to Company a monthly Statement. Charges posted during a Billing Cycle will appear on Company's Statement for that cycle. The total of all charges (including any cash advances, if applicable) and fees (the "New Balance") will be shown on each Statement. Company agrees to review promptly each Statement. If Company or a Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a statement, Company agrees to notify BBVA Compass in writing at the address provided in Section 17 within thirty (30) days of the date of the statement on which any suspected error first appeared. If Company does not notify BBVA Compass within this time period, Company waives any rights with respect to the erroneous amount to the fullest extent permitted by law. The notice must include the following information: the names of both the Company and the Cardholder; the Cardholder Commercial Card Account Number; the dollar amount of any suspected error; the reference number for any questioned transaction; and a brief description of the suspected error. Disputed billings are governed by Section 12.

In addition, BBVA Compass provides a variety of billing options. The availability of billing options may differ between Card Products.

Individual Bill. Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Company may elect to receive one or more Summary Statements or reports showing all Transactions billed to directly to the individual Cardholder Accounts.

Central Bill. Company will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. Each Transaction is either posted to an individual Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Company receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.

9. PAYMENT IN FULL REQUIRED

Company agrees to pay each New Balance in full on or before its Due Date as set forth in the Statement. To facilitate payment to BBVA Compass, Company agrees to execute the Agreement for Payment by ACH Debit, which is attached as Exhibit III and incorporated by reference into this Agreement, and to maintain sufficient funds in the designated account to pay each New Balance. Company further agrees that the failure to have sufficient funds in the designated deposit account to pay each New Balance or otherwise to make any required payment on or before its Due Date will constitute a breach of this Agreement for which BBVA Compass, immediately and without notice, may cease to permit new charges on the Commercial Card Account, terminate this Agreement, and pursue any other remedies available under this Agreement or applicable law.

10. LATE CHARGE

Company shall pay a late charge, which will be imposed on any New Balance that is not paid in full within seven (7) days of the Due Date. This late charge will be the greater of \$20 or one and one-half percent (1.5%) of the unpaid New Balance then due.

11. CREDIT LIMITS

BBVA Compass, in its sole discretion, shall establish the Credit Limit. The Company understands that, once the Credit Limit is reached, BBVA Compass has no obligation to authorize new charges on the Commercial Card Account. Company will be advised from time to time of the amount of its available Credit Limit, which shall be reduced by the unpaid balance on the Commercial Card Account. BBVA Compass may, at any time and in its sole discretion, reduce or increase the Credit Limit upon written notice to the Commercial Card Administrator; provided, however, no such notice is required in the event that Company has failed to make any payment when due or otherwise failed to satisfy its obligations under this Agreement. Company may establish individual spending limits for each Cardholder, including limitations regarding transaction type, size, frequency, and the maximum amount that may be outstanding at any time on the Commercial Card Account as a result of each Cardholder's use of the Cardholder's Commercial Card. The spending limits of individual Cardholders will always be contingent upon availability under the Credit Limit. Company agrees that neither Company nor any other Cardholder will make any Purchases while the Commercial Card Account is past due, over Credit Limit or any credit limit (as applicable), or otherwise in default under this Agreement. Company agrees that each Cardholder will cease using the Commercial Card Account and Company will notify BBVA Compass immediately if Company or any guarantor of Company's obligations under this Agreement plans to file for bankruptcy or similar debtor's relief or if Company is otherwise unable to pay its debts. Company agrees that BBVA Compass may suspend or terminate use of the Account at any time without notice to Company, subject to any restrictions of applicable law.

12. UNAUTHORIZED USE AND DISPUTED TRANSACTIONS

BBVA Compass shall not be liable for any transaction where notice of the disputed transaction is received more than thirty (30) days after the statement reflecting the transaction is sent to the Company (for purposes of this sentence, "sent to" includes providing access to the statement by electronic means). A report of a disputed transaction is not a guarantee of a refund. BBVA Compass will conduct a good faith investigation into Company's claims and report its findings to Company. The Company shall not make a claim against BBVA Compass or refuse to pay any amount because the Company or the person using the card may have a dispute with any merchant as to the goods or services purchased from such Merchant using a Commercial Card.

13. LOST/STOLEN CARDS

Each transaction resulting from use of a Commercial Card or card number will be assumed to be an authorized transaction unless BBVA Compass has received prior notice from Company, as applicable, that the Cardholder is no longer authorized to use the Account.

If a Commercial Card is lost or stolen, or if there is possible unauthorized use, Company must require each Cardholder to notify BBVA Compass as soon as practically possible within the first 24 hours following discovery of the loss or theft or possible Unauthorized Use by phoning BBVA Compass at the phone number provided for such notice on the Statement, with written confirmation as requested in connection with BBVA Compass' investigation.

14. OTHER OPTIONAL SERVICES

At Company's option, Company may elect to utilize the Card Management Tool or any other internet related products that may be made available by BBVA Compass from time to time. These websites use encryption technology to assist in the protection of Company's information. Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of BBVA Compass. Company assumes the risk of such occurrences and releases BBVA Compass from liability for any activity of this nature. Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by BBVA Compass from time to time involving the use of any Internet related products. Company acknowledges that data presented within the website on a particular day is information posted as of the close of the prior business day. Company agrees to pay fees for these services as disclosed to Company by BBVA Compass from time to time. Company hereby releases BBVA Compass for any claim arising out of the use of any of these internet related products unless such claim is proven to be solely the result of BBVA Compass's gross negligence or willful misconduct. BBVA Compass is not responsible for supplier late payment fees incurred by Company if payments are made with any Card Management or online payment tool. If Company determines they have a need for the creation of custom data extracts related to their commercial card program, BBVA Compass shall coordinate the request. There may be a cost assessed to Company according to the cost determined to produce the custom data extracts. If Company has elected to utilize the BBVA Compass internet accounts payable interface service, an automated batch payment request process for payment of the Company's select suppliers' invoices via their Commercial card accounts, Company agrees to create a batch payment request file and submit the file via a secure internet FTP connection to BBVA Compass's designated processor or manually through the BBVA Compass accounts payable internet tool. The batch file will be either in the BBVA Compass standard format, specifications of which will be provided to the Company, or in a mutually agreed upon custom format. In the case of a custom format, BBVA Compass may assess a charge for development required to support that format. The Company will adhere to the Commercial Card accounts payable processing schedule provided by BBVA Compass, and BBVA Compass will notify Company in advance of any changes to that schedule. Upon receipt of the payment request file, BBVA Compass's processor will send an email to the Company's suppliers designated in the batch payment request file notifying them of Company's authorization to process commercial card transactions to effect payment for the invoices. BBVA will post the resulting transactions initiated by the suppliers to the Company's Commercial Card account(s) and Company may view commercial card activity through the Card Management Tool. If Company elects to utilize the Integrated Payables interface that includes card payments, the suppliers will be directed to a secure portal in order acquire card payment information.

As specified in the Implementation Workbook the Company provides to BBVA Compass, BBVA Compass will provide and make available the following services to the Company through one or more Card Management Tool systems. BBVA Compass will provide and make available online account information to the Company; and the Bank will access the Card Management Tool and provide the Card Management Tool access to the Company in connection with the maintenance of:

1. Commercial Card Accounts (including adding new Commercial Card Accounts based on existing ones and canceling or modifying the applicable limitations or information related to any existing Card Commercial Card Account); and
2. The Program Instructions.

BBVA Compass grants to the Company, and the Company accepts from BBVA Compass, a license for the Card Management Tool, subject to and in accordance with the terms of this Agreement. This license shall be effective while such Card Management Tool software is in use by the Company with the Card Management Tool. The Company acknowledges and agrees that:

- a. The Company will not have any ownership or other proprietary rights in the Card Management Tool software, the Service Materials, and any other online service materials;
- b. The Card Management Tool software and Services Materials are protected by the copyright laws of the United States and BBVA Compass's products and security relating the Card Management Tool software and Services Materials are confidential and proprietary trade secrets and of substantial value to the owner of the Card Management Tool software and the Services Materials, and their use and disclosure must be carefully and continuously controlled by the Company and its employees and Cardholders;
- c. The protected Services Materials must include all copyright, trade secret, and any other proprietary notices and legends on the initial copy of the Services Materials and on each copy of the Services Materials that the Company is permitted to make;

- d. The Company will not:
1. Remove, alter or obscure any trademark, trade names, logos, copyright or other notice contained or included in any of the Card Management Tool software or the Services Materials;
 2. Transfer or license the Card Management Tool software or any portion of the Card Management Tool software;
 3. Change or modify the Card Management Tool software or the source code for the Card Management Tool software;
 4. Create derivative works from the Card Management Tool software or the Services Materials;
 5. Reverse engineer or attempt to reverse engineer the Card Management Tool software; or
 6. Attempt to discern the source code residing on the server on which the Card Management Tool software is run;
- e. The Card Management Tool software will only be used by the Company and not used for or on behalf of others;
- f. The Company will not disclose, publish, release, transfer or otherwise make the Card Management Tool software or the Services Materials available in any form to, or for the use or benefit of, any other person or entity, other than its employees and agents having need for such disclosure and only as authorized in this Agreement;
- g. The Company will be fully responsible for compliance with all of the terms and conditions of this Agreement by its employees and agents; and
- h. The Company will not directly or indirectly copy, duplicate or furnish to others any physical or magnetic version of the Card Management Tool software or the Services Materials or permit others to do so.

The Company must use a browser that complies with specifications set forth in the Service Materials. The Card Management Tool may be accessed by Company through the public Internet. The Company agrees to use the Card Management Tool, as described in the Service Materials in compliance with all applicable laws and regulations. The Company understands that online account information is updated periodically and therefore, at any point in time, may not reflect information on BBVA Compass's records at such time, as more fully described in the Service Materials. The Company acknowledges and agrees that the Card Management Tool do not include any recommendation, guaranty, representation or warranty whatsoever. BBVA Compass shall not be responsible for errors in the online account information provided to BBVA Compass by non-Bank sources.

BBVA Compass recommends that the Company have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. BBVA Compass shall not be responsible for (i) inability to contact the Card Management Tool through the Internet resulting from a problem with an internet service Provider or online service provider, or (ii) unknown hazards of Internet use. If the Company fails or is unable to access the Card Management Tool, BBVA Compass's sole responsibility shall be to use its commercially reasonable efforts to correct the problem and BBVA Compass shall not suffer or incur any other liability in connection therewith.

BBVA Compass will not be responsible for any data that is lost or destroyed in connection with the use of the Online Services. In addition, BBVA Compass will not be responsible for the Company's inability to use the Card Management Tool due to a mechanical hard drive failure or other system failure (including, but not limited to, a "lock-up" resulting from the Company's use of software). BBVA Compass recommends that the Commercial Card Administrator take the necessary measures to ensure that the Company performs daily back-ups of data used in connection with the Card Management Tool and the hard drives of the personal computers and/or the servers used in connection therewith.

In no event will BBVA Compass have any liability whatsoever in connection with:

- a. Any application errors in or security breaches of any browser;
 - b. The Company's inability to use the Card Management Tool or access the Card Management Tool systems due to any Internet or browser problem or any other cause beyond BBVA Compass's control; or
 - c. Any interception of any online account information as a result of the use of the Internet.
15. THIRD-PARTY SERVICES.

The Company acknowledges that any third-party services available on a website, or any third-party websites, are provided only as a convenience to the Company, including assisting the Company with procuring products and services on the internet. The Company further acknowledges that BBVA Compass is not responsible for the content or quality of any third-party websites, products and services, merchant information or other product, service or information to which a website or any other third-party websites may be linked. Please be advised that such third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by BBVA Compass. Moreover, BBVA Compass is not responsible for the accuracy, completeness, or reliability of third-party information,

including merchant information, and the Company assumes sole responsibility for the use of any such information. The Company agrees that any agreements, transactions, or other arrangements made between the Company and such third-party are made entirely and solely at its own risk. The Company acknowledges that BBVA Compass has no control over, or liability for, the products or services sold by any provider, or for the use of any payment card information the Company may give or direct BBVA Compass to give to any provider of products and services, including without limitation the legality, quality, safety, or suitability of any products and services. In no event shall BBVA Compass be liable to the Company or any third-party for any loss or damage incurred as a result of any interaction between the Company and a merchant in connection with its use of a website and the services, including, without limitation, any loss or damage arising from or occasioned by the purchase or use of the products and services or the merchant information or other material acquired or accessed through a website or other third-party websites. The Company acknowledges that BBVA Compass does not endorse or warrant the merchants or services that are accessible through a website or a third-party website, nor the offers that such merchants provide.

16. VIRTUAL CARD ACCOUNTS

If Company elects to make card payments made through the BBVA Compass accounts payable internet tool or any Card Management Tool, virtual card account numbers will be generated and provided to the suppliers in order to process payment. Virtual card accounts are assigned a maximum dollar amount limit, and suppliers have the ability to extract multiple payments from the virtual card account up to the maximum dollar amount limit unless Exact PaySM has been established. Exact Pay will only allow a supplier to enter a single transaction for the exact dollar amount specified by Company.

Company may authorize BBVA Compass to make certain supplier portal payments via telephone or internet on behalf of Company. Portal Payment authorizations would be made by BBVA Compass and a settlement of virtual card payments are dependent upon the individual supplier's merchant services. Company confirms that BBVA Compass will have no liability to Company for following portal payment instructions from the Company. BBVA Compass is not responsible for supplier late payments incurred by Company if portal payments are made by BBVA Compass on behalf of Company.

The Buyer Initiated Payments ("BIP") option is an optional feature utilizing a Virtual Card for the payment of invoices. Please note that, as a condition of using BIP, Company agrees to irrevocably waive any and all chargeback rights it may have on any payment made to a supplier using the BIP Payment option.

17. NOTICES

All notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses indicated in this Agreement and must in writing and delivered (1) by first class mail, postage prepaid, (2) via facsimile with telephonic confirmation of receipt, (3) via e-mail with electronic or telephonic confirmation of receipt, or (4) by hand delivery. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either Party may, by notice to the other, change its address set forth in this Agreement. Company's address for notices is set forth in Exhibit I of this Agreement. BBVA Compass's address for notices is:

Mailing Address:

BBVA Compass

Attn: Commercial Card Operations

1520th Street South, Suite 1502

Birmingham, AL 35233

Overnight Address:

BBVA Compass

Attn: Commercial Card Operations

1520th Street South, Suite 1502

Birmingham, AL 35233

Email Address: commercialcardservices@bbvacompass.com

Fax Number: 205-524-3489

Each Party shall be solely responsible for the security of its own e-mail and facsimile devices and for any notices sent or purporting to be sent from its e-mail or facsimile devices.

18. NONUSE OF SERVICE

In the event that Company does not use the services for a period of six months or longer, BBVA Compass, in its sole discretion, may terminate Company's ability to use the services described in this Agreement on or after such period without any advance notice to Company. Any reinstatement of services under this Agreement must be agreed upon in writing by an authorized representative of BBVA Compass.

19. TERMINATION

This Agreement may be terminated by BBVA Compass at any time upon written notice to Company. This Agreement may be terminated by Company at any time upon written notice to BBVA Compass. This Agreement shall automatically be terminated without notice to Company (i)

if there is a death of a guarantor or obligor; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains un-dismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing or, without the prior written consent of BBVA Compass, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement shall not terminate Company's obligation to pay BBVA Compass for all amounts due under the Commercial Card Account (including, without limitation, amounts which post to the Commercial Card Account after such termination), which shall become immediately due and payable upon termination.

20. INDEMNIFICATION

Company agrees to indemnify and hold BBVA Compass, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which BBVA Compass may be subjected or which it may incur in connection with any claims which might arise from or out of: (a) this Agreement, the Commercial Card Account or any Commercial Card, and/or any transactions or fees resulting from or related to any of the foregoing, and (b) Company's use of the internet Card Management Tool or any other software or hardware in connection with the Commercial Card Account or any Commercial Card, regardless of whether BBVA Compass provided the same or required or suggested its use. Company's indemnity obligations under this Section shall survive termination of this Agreement.

21. LIMITATION ON BBVA COMPASS'S LIABILITY

BBVA Compass's duties and responsibilities are limited to those described in this Agreement. BBVA Compass will be responsible for any loss sustained by Company only to the extent that such loss is caused by BBVA Compass's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, BBVA Compass will not be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent such default or delay is caused, directly or indirectly, by an act of God; fire, flood or other catastrophe; electrical, computer, mechanical, utility or telecommunications failures or fluctuations; acts or omissions by Company or by third parties; or any other cause beyond BBVA Compass's reasonable control.

MASTERCORVERAGE® LIABILITY PROTECTION PROGRAM AND VISA® LIABILITY PROGRAM

Subject to applicable terms and conditions, Company may be eligible for coverage under MasterCard's MasterCoverage Liability Protection or the Visa Liability Programs which provide coverage against employee misuse of the Card. Company should consult the MasterCoverage® Liability Protection Program and Visa® Liability Program brochures available upon request from BBVA Compass for terms and conditions of coverage. Company acknowledges that BBVA Compass is not responsible for providing any form of liability protection program on Company's behalf and that BBVA Compass makes no representations or warranties regarding any such program that may be offered by third parties.

22. FINANCIAL INFORMATION

Company shall deliver, upon request, to BBVA Compass as soon as available, Company's audited financial statements prepared in accordance with generally acceptable accounting procedures and by independent certified public accountants acceptable to BBVA Compass. Company further agrees to provide to BBVA Compass from time to time such other information regarding the financial condition of Company as BBVA Compass may reasonably request.

23. LIABILITY FOR TAXES

Company shall be responsible for paying any applicable taxes levied or based upon the services provided to Company under this Agreement or any Purchases made utilizing the Commercial Card Account. Company agrees to be liable for all such taxes and further agrees to indemnify BBVA Compass against any claim, or any expense associated with such a claim, for payment of any taxes.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama (without regard to internal principles of conflicts of law) and applicable federal law.

25. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

26. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

27. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the successors, trustees, and permitted assignees of the Parties hereto.

28. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

29. ATTORNEYS' FEES AND OTHER COLLECTION CHARGES

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against BBVA Compass arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs.

30. INTERNATIONAL TRANSACTIONS

International transactions include any transactions on the Commercial Card Account made in a foreign currency or made outside of the United States of America, even if that transaction is made in U.S. dollars. If any transaction is made in a currency other than U.S. dollars, MasterCard and/or VISA will convert the amount of that Card transaction into U.S. dollars according to its own currency conversion procedures in effect at that time. The exchange rate used to convert the currency is either a rate selected by MasterCard and/or VISA from the range of rates available in wholesale currency markets on the applicable processing date (which rate may differ from the rate MasterCard and/or VISA itself receives), or the government-mandated exchange rate in effect on the applicable processing date. The exchange rate in effect on the applicable processing date may differ from the exchange rate in effect on the date of the Card transaction. BBVA Compass may charge Company a fee equal to one percent (1%) of the U.S. dollar amount of any international transaction made on the Commercial Card Account, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by MasterCard and/or VISA. In either case, the fee will be calculated on the U.S. dollar amount of the transaction provided to BBVA Compass by MasterCard and/or VISA, and will be charged to the Commercial Card Account at the time the transaction is posted to the account. The same conversion process and fee will apply if any international transaction is reversed or credited back to the Commercial Card Account. The amount (in U.S. dollars) of any credit associated with a particular international transaction on the Commercial Card Account is likely to differ from the original amount (in U.S. dollars) of the transaction due to differences in the applicable exchange rates, which may vary daily.

31. AMENDMENTS

BBVA Compass may change the terms of this Agreement at any time by giving Company notice of the change, as required by applicable law. These changes may include modifying or deleting existing terms and adding new terms, including the fees to be paid by Company. Subject to the requirements of applicable law, any changes to this Agreement will become effective at the time stated in BBVA Compass's notice to Company, and the amended terms of the Agreement will apply to all outstanding unpaid balances that Company owes under this Agreement, as well as to any new charges, unless Company terminates all rights to use the Commercial Card Account on or before the date provided in BBVA Compass's notice. No change to any term or condition of this Agreement shall be effective unless accepted or authorized by BBVA Compass in writing.

32. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law. Company waives demand, presentment, and notice of dishonor, protest and suit.

33. CROSS COLLATERALIZATION

All capitalized terms shall have the meanings given in the Agreement. Notwithstanding anything in the Agreement to the contrary: 1) Company hereby agrees that (i) the occurrence of an Event of Default under any other agreement or contract with BBVA Compass shall constitute an Event of Default under the Agreement, and (ii) the occurrence of an Event of Default under the Agreement shall constitute an Event of Default

under any and all other agreements or contracts with BBVA Compass, and BBVA Compass shall thereafter have all rights and remedies following the occurrence of an Event of Default under all contracts and agreements between Borrower and BBVA Compass. 2) Any collateral securing other loans or obligations of the Company with or to BBVA Compass will also secure the credit extended and/or other obligations incurred under the Agreement.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized representative as of the date set forth at the beginning of this Agreement.

Company City of Weslaco (Texas)

By: _____

Its: _____

Authorized signer

_____	_____
Print name	Signature

Date



Standardized Agenda Request Form

Date of Meeting: November 21, 2017		Agenda Item No. (to be assigned by CSO): 2017-1312	
From:			
Subject: Quarterly Investment Report by Finance Department. Possible action to accept and file.			
Background: Report is attached.			
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):			
Elizabeth Walker		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Accept and file.			
Attachments, if any: 2017-09-30 Qtr Inv Rpt			
Responsibilities upon Approval:			

CITY OF WESLACO
FINANCE DEPARTMENT

QUARTERLY INVESTMENT REPORT

FOR QUARTER ENDING
SEPTEMBER 30, 2017

City of Weslaco, Texas

Investment Report

September 30, 2017

Deposits:

Cash on Deposit

BBVA Compass

Frost

Tex Pool

Tex Pool Prime

Money Market Accounts

Rio Bank

Certificates of Deposit

Greater Bank of South Texas 4/30/2017

Rio Bank 1/15/2018

Plains Capital Bank 7/21/18

Total

4th Quarter 09/30/17	3rd Quarter 06/30/17	2nd Quarter 03/31/17	1st Quarter 12/31/16
\$ 13,012,645	\$ 18,917,576	\$ 19,012,969	\$ 18,185,304
\$ 124,620	\$ 124,620	\$ 124,620	124,620
3,209,239	3,201,205	3,194,929	4,339,144
1,157,254	1,153,651	1,150,535	-
-	249,859	249,505	249,150
-	-	241,751	241,144
242,917	242,187	241,466	240,732
240,000	240,000	-	-
\$ 17,986,676	\$ 24,129,098	\$ 24,215,775	\$ 23,380,094

Rates:

Cash - Interest Earning

BBVA Compass

Frost

Tex Pool

Tex Pool Prime

Money Market Accounts

Rio Bank

Certificate of Deposits

Greater Bank of South Texas 4/30/2017

Rio Bank 1/15/2018

Plains Capital Bank 7/21/18

4th Quarter 09/30/17	3rd Quarter 06/30/17	2nd Quarter 03/31/17	1st Quarter 12/31/16
0.10%	0.83%	0.70%	0.49%
0.00%	0.00%	0.00%	
1.00%	0.79%	0.57%	0.41%
1.24%	1.08%	0.97%	
0.68%	0.57%	0.57%	0.52%
0.00%	\$ -	0.00%	0.00%
1.21%	1.21%	1.21%	1.21%
1.26%	1.26%	0.00%	0.00%

Total Interest Earned for Period

Total Interest

Average Return

Benchmark - 1 Month T-Bill Rate

Weighted Average Maturity (Days)

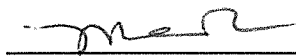
\$ 21,673.48	\$ 41,813.59	\$ 29,836.57	\$ 19,801.36
0.36%	0.84%	0.70%	0.48%
0.96%	0.84%	0.74%	0.52%
4.83	6.75	3.93	4.96

Total Interest Earned Year to Date

\$ 113,125.00

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:


 Maria C. Barrera, CPA, CGFO
 Finance Director

11-16-17
 Date

Reviewed by:


 Mike R. Perez
 City Manager

11-16-17
 Date