



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 21, 2023**

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, March 21, 2023 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.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.
 - 1) Proclamation - Texas Onion Festival

II. PUBLIC COMMENTS

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

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

III. REPORTS

- A. Animal Care Services
- B. Parks - Baseball Fields
- C. Inframark

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

- A. Approval of the Minutes of the Regular Meeting on March 7, 2023.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2023-14 to rezone 320 S Pleasantview Drive. Also being 27.498 acres out of the following tracts: North 100 feet of the South, 280 feet of the South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held March 07, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2023-15 to rezone 409 N Kansas also being Lot 16, Block 4, Gonzalez Addition Subdivision, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading held March 07, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Ordinance 2023-16 for the Voluntary Annexation of Ranchettes on 18th St Subdivision being a 12.16 acres of land out of a 14.82 acre tract of land out of Farm Tract 706, West Tract Subdivision, Hidalgo County, Texas located approximately 500 ft. West from the intersection of 18th Street and Pleasantview Dr. and authorize the Mayor to execute any related documents. (First reading held March 07, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to purchase (and issue to) Honorably Retired Peace Officer Captain Jose A Coronado's service weapon, a Glock Gen 4 Model 22 (.40) used handgun with serial number WXN040 for the amount of \$271.50, as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- D. Approval to purchase Fortinet software from IK Network Solutions for an amount not to exceed \$52,223 which will be fully reimbursed by the FY23 State Homeland Security Program (SHSP) - Regular Projects Grant #4508001 with no match and no recurring costs required and authorize the Mayor to execute any related documents. (Police Department and IT Department.) Attachment.
- E. Approval to accept donation of materials, and services to stripe and paint the

Baseball/Softball Complex parking lot at Harlon Block Park as solicited by the Weslaco Little League. (Staffed by Parks and Recreation Department.)

- F. Approval to solicit Requests for Proposals (RFP) for Fireworks Display for the 4th of July Celebration and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)
- G. Approval to apply to The Department of Homeland Security Fire Prevention and Safety Grant Program for the amount not to exceed \$32,033.72 with 5% match required and no recurring fees to purchase a Digital Fire Extinguisher Training System and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.) Attachment.
- H. Approval of Resolution 2023-26 amending Resolution 2023-20 State Legislative Agenda to include funding in the amount of \$5 Million for hangar expansion at the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration on Ordinance 2023-17 establishing Series 2023 Construction Fund and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-17. Possible action. (Staffed by the Finance Department.) Attachment.
- B. Discussion and consideration on Ordinance 2023-18 approving the franchise agreement with Texas Gas Service and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-18. Possible action. (Staffed by Asst. City Manager.) Attachment.
- C. Discussion and consideration to amend the agreement for Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Mid Valley Estates Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.) Attachment.
- D. Discussion and consideration of approval to request statement of qualifications (RFQ) for construction materials testing services from qualified consultants and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- E. Discussion and presentation regarding a new Vac Truck for wastewater in 2024, to continue the mile by mile lease program and authorize the Mayor to execute any related document. Possible action. (Staffed by Public Works Department.) Attachment.
- F. Discussion and consideration to exercise the one year extension option with Frontera Materials for Street Materials and Asphalt Oil Express for MC30 oil and authorize the

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

- G. Discussion and consideration for staff to solicit Statements of Qualifications for Architectural/Engineering Design services for the renovation and remodeling of the Weslaco Service Center and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.)
- H. Discussion and consideration to approve an agreement with Digitech to administer the Charity Policy and process the Cost Report - ASSPP on behalf of the City of Weslaco at a fee of 6.5% of received collections and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- I. Discussion and consideration on a proposed project by the Weslaco Economic Development Corporation for street widening improvements on Mile 9 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

(a)(2) that:

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1,

2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

- C. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Drainage Easement matters located at Border and 18th Street as authorized by section §551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. 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 March 2023, on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2022-6044	
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. Roll Call. E. Mayoral Recognition.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Elias Garza, Jr. from Calvary Christian Center 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 and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, 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: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2022-6049	
From:			
Subject: Approval of the Minutes of the Regular Meeting on March 7, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the regular meeting on March 7, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted by the City Secretary.			
Staff Recommendation: Approve.			
Attachments, if any: 230307 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MARCH 7, 2023**

On Tuesday, March 7, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias

ABSENT:	Mayor Pro Tem	JP Rodriguez
	Commissioner	Josh Pedraza

STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Arnold Becho, Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Deputy Public Works Director, Albert Aldana, City Engineer, Omar Rodriguez, Parks & Recreation Director, Martin Vela, IT Director, Rosa Badillo, Court Coordinator, Molly Vallejo, Executive Secretary and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 3, 2023.

B. Invocation.

Pastor Lori de los Santos, City Church RGV led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

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

E. Mayoral Recognition.

1) Award from the Government Finance Officers Association to the City of Weslaco Finance Department for Excellence in Financial Reporting fiscal year ending September 30, 2021.

Rosie Cavazos, Finance Director, stated the Finance Department was awarded the highest recognition of governmental accounting for the sixth consecutive year and thanked her staff for achieving this recognition and for their commitment.

Mayor Suarez recognized the Finance Department on their award from the Government Finance Officers Association (GFOA).

2) Proclamation in support of Hidalgo County's Prosperity Task Force.

Mayor Suarez recognized the challenges of poverty locally and proclaimed support to the Hidalgo County's Prosperity Task Force for their efforts.

II. PUBLIC COMMENTS

Elizabeth Gomez, 2309 Bald Cypress, stated she was a resident, employed with Best Friend Animal Society as well community spokesperson for campaign "stop the killing"; voiced concerns about the budget of expenditures and revenues for animal care services; stating the city needs to make the Weslaco shelter a lifesaving place by partnering with organizations to accomplish this.

Lisa Lamoreaux, 736 N. Bermuda Street, voiced her concern of the numbers of animals euthanized and asked that they make Weslaco a safe place for animals and to accept the help of organizations by working together to stop the killing.

Arnold Becho, Weslaco Library Director invited the Commission and public to the Mayor Joe V. Sanchez Memorial Book Festival scheduled for Saturday, March 11, 2023, from 2:00 to 6:00 pm. There will be free books, arts and crafts, refreshments, games, and story times among other activities.

Joel Rivera, Weslaco Police Chief reported on the Weslaco High school incident on March 02, 2023 and thanked the fire department, WISD, his staff, finance department and all those agencies that responded and assisted in ensuring no threat existed.

III. PUBLIC HEARING

Commissioner Kerr seconded by Commissioner Lopez, moved to open the public hearing at 5:53 pm. The motion carried unanimously; Mayor Suarez was present and voting.

- A. To solicit input on behalf of RGV Superior Development, LLC. to rezone 320 S Pleasantview Drive. Also being 27.498 acre out of the following tracts: North 100 feet of the South 280 feet of the South 15 acres of Farm Tract 20, West and Adams Tract

Subdivision, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

No comments.

- B. To solicit input on behalf of Maria Elva Alaniz to rezone 409 N Kansas. Also being Lot 16, Block 4, Gonzalez Addition Subdivision, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District.

No comments.

Commissioner Kerr seconded by Commissioner Lopez moved to close the public hearing at 5:54 pm. The motion carried unanimously; Mayor Suarez was present and voting.

IV. REPORTS

A. Weslaco Area Chamber of Commerce & Visitor Center

Barbara Jean Garza, President/CEO, reported advertising for the month of February 2023 was \$4,234.48; visitors for the month totaled 314 that included event guests and in and out of State visitors, 16 facility reservations; reported on upcoming Documentary Premiere: A story about the Sweet Texas 1015 Onion on March 16th at STC Mid Valley Campus, and the Texas Onion Festival on March 25th; monthly lunch mob scheduled for April 5, 2023; hosted the annual Chamber awards and meeting with recognition of nine honorees from the business community; recognized the 2023 Weslaco Pageant Court; reported eight new chamber members and presented a short video on the 1015 Onion documentary.

B. Weslaco Economic Development Corporation

Steve Valdez, Executive Director, reported the new Mid Valley International Industrial Park was 47% complete, Glazer Beer and Beverages under construction and stated several lots under contract and once finalized would be able to disclose those proposed developments; existing Industrial Park Johnson Controls 60% moved in and Payne Hanger project about 60% complete; Clever Foods plan to expand; preparing for ICSC conference in May; attended RGV Day at the Capitol, traveled to Rio Bravo to begin developing relationships and reported new website receiving a lot of views..

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

A. Approval of the Minutes of the Regular Meeting on February 7, 2023 and Special Meeting on February 20, 2023 (Staffed by City Secretary Department.)

B. Approval on Resolution 2023-23 to apply to the FY2024 Local Border Security Program (LBSP) for the amount of \$250,000 with NO MATCH REQUIRED and NO

RECURRING FEES required for law enforcement personnel and staff overtime and to purchase equipment, in support of Local Border Security Program goals and objectives and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Approval of the renewal of payment to Core and Main for annual hosting fees on meters and hardware maintenance in the amount of \$25,115.77 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

D. Approval of the six-month extension for the Final Plat for South Point Subdivision– being a 12.889 acre being all of Lot 2, VBMH Subdivision and out of Farm tract 133, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located East Expressway 83, between North Westgate Drive and Border Avenue and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval of a three-month extension for the Final Plat for Milanos Estates 1 Subdivision– being 26.43 acres out of and forming a portion of Farm Tract 720 and 721, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 5 ½ West and Mile 6 ½ Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

F. Approval on renewal of an Interlocal Cooperation Agreement with the County of Hidalgo and City of Weslaco for participation in the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by Library Department.)

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

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-24 appointing members to the Library Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Norma A. Cantu, City Secretary, introduced for consideration nominations for reappointment of Idolina Garcia by Mayor Suarez, and reappointment of Saida Sanchez by Commissioner Kerr.

Commissioner Kerr seconded by Commissioner Lopez moved to approve Resolution 2023-24 appointing Idolina Garcia and Saida Sanchez to the Library Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of RGV Superior Development, LLC on Ordinance 2023-14 to rezone 320 S Pleasantview Drive. Also being 27.498 acres out of the following tracts: North 100 feet of the South, 280 feet of the South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any

related documents. First reading of Ordinance 2023-14. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning Director stated twenty-four (24) property owners within 200 feet of radius were notified with no objection noting owner is proposing eighty (80) lot subdivision and use is four plex-apartments. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use.

Commissioner Kerr seconded by Commissioner Lopez moved to approve Ordinance 2023-14 to rezone 320 S. Pleasantview Drive as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Maria Elva Alaniz on Ordinance 2023-15 to rezone 409 N Kansas also being Lot 16, Block 4, Gonzalez Addition Subdivision, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-15. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-two (22) property owners within 200 feet were notified with no objection noting property owner is proposing to construct a small office on the property. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use.

Commissioner Lopez seconded by Commissioner Kerr moved to approve Ordinance 2023-15 to rezone 409 N. Kansas as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve the Final Plat for Milanos Estates Phase II Subdivision being 27.65 acres out of Farm Tract 720 and 721, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 240 ft. North from the intersection of Mile 5 ½ West Road and Mile 6 ½ West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed one hundred and twenty-seven (127) lot subdivision is located outside city limits and serviced with water and sewer by city; developer requested a variance for offsite drainage and has submitted letters of support from the irrigation and drainage district and requested a variance to allow a 20-foot front setback and 10-foot rear setback. The Planning and Zoning Commission recommended approval with variances; staff recommended approval and compliance with the ordinances on the variances.

In response to Commissioner Farias, previous commission action approved similar variances for Phase I, the proposed setbacks are sufficient for the development.

Commissioner Lopez seconded by Commissioner Kerr moved to approve final plat for Milanos Estates Phase II Subdivision with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration on the variance request to section 26-38 Perimeter Sidewalk Requirement for Mid Valley Estates Subdivision being a 40.00-acre tract of Farm Tract 715, The West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Southwest corner of Mile 6 North and Mile 6 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Commissioner Kerr seconded by Commissioner Lopez moved to approve.

Rebekah de la Fuente stated the development is inside city limits; serviced with water and sewer by the city; proposed use will be multi-family and residential; developer requested to waive the requirement or grant a variance for the exterior sidewalk required along Milanos and Mile 6 North Road (18th Street) which is approximately 2,640 feet. The Planning and Zoning Commission recommended approval of a variance for the sidewalk on Milanos Road only. Staff recommended compliance with the ordinance.

In response to Commissioner Farias, the Planning and Zoning Commission felt future roadway improvements for Milanos Road (widening) would be forthcoming and the sidewalk would end up being reconstructed; staff stated the sidewalk could be done referencing the development of San Jacinto 10 whereby the sidewalk was to the border fence with sufficient room available for widening of the street and asking for escrow funds was at their discretion. Mayor Suarez recommended deny the variance and advise developer on option to construct sidewalk as noted by staff.

In response to Commissioner Kerr, developer, Bobby Carrillo, Affordable Homes and Richard Garcia Consultant, stated the development is in a rural area (Milanos Road) and agreed with Mile 6 because of the location of a school and park, they wished to save the homeowners costs and there is no connectivity of sidewalks on Milanos Road at this time the development itself will have internal sidewalks.

Commissioner Kerr withdrew his original motion.

Commissioner Kerr seconded by Mayor Suarez moved to approve the variance along Milanos Road only as recommended by the Planning and Zoning Commission. The motion failed 1-4; Commissioner Kerr in favor; Mayor Suarez was present and voting.

E. Discussion and consideration to approve Ordinance 2023-16 for the Voluntary Annexation of Ranchettes on 18th St Subdivision being 12.16 acres of land out of a 14.82 acre tract of land out of Farm Tract 706, West Tract Subdivision, Hidalgo County, Texas located approximately 500 ft. West from the intersection of 18th Street and Pleasantview Dr. and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-16. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed subdivision is an eight (8) lot subdivision for single family homes; located outside city limits on 18th Street just east of Country Sunshine RV Park; serviced with water by city and proposing sanitary sewer by offsite that would be evaluated during the subdivision process. The Planning and Zoning Commission and staff recommended approval of the voluntary annexation as the development is contiguous to the existing city limits line.

Commissioner Lopez seconded by Commissioner Kerr moved to approve Ordinance 2023-16 for Voluntary Annexation of Ranchettes on 18th St Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve retainage payment for the Weslaco Mid Valley Airport Corporate Hangar Project for an amount not to exceed \$173,716.64 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Munoz, Asst. City Manager/Airport Director, recommended approval for the retainage payment in an amount of \$173,716.64 and noted once approved, the project will be closed.

Commissioner Kerr seconded by Commissioner Lopez moved to approve retainage payment not to exceed \$173,716.64 for Weslaco Mid Valley Airport Corporate Hangar Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on the petition, acquisition and purchase of Class A Municipal Water Rights from Hidalgo and Cameron Counties Irrigation District No. 9 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Asst. City Manager.)

Commissioner Kerr abstained from discussion and vote.

Andrew Munoz stated the city has been growing through annexation of property but the city has not converted irrigation rights to municipal water rights to the city; experiencing shortage of water rights for the last several years and paying a higher premium rate; working with the City Attorney staff petitioned for the conversion of water rights from the Irrigation District who determined 103.3 Irrigatable Acres, or 128.79 Acre Feet of municipal water rights the city could purchase at a cost of \$266,501.00 with \$2,500 in attorney fees and will address annually moving forward. Staff recommended approval and stated it is an unbudgeted item and will require a mid-year budget amendment from the City's General Fund.

In response to Mayor Suarez, staff stated moving forward they will determine how to address this in the subdivision ordinance as to how this cost will be absorbed either the developer or other partnerships and will apply to new development.

Commissioner Lopez seconded by Commissioner Farias moved to approve the purchase of Class A Municipal Water Rights from Hidalgo and Cameron Counties Irrigation District No. 9, as presented. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

H. Discussion and consideration to approve Resolution 2023-25 and submittal of an application to the SAFER Program Grant, requesting six new Firefighter positions for an amount not to exceed \$395,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department/Grant Writer.)

Maggie Perez, Grant Writer, stated the grant provides funding directly to the fire department and volunteer firefighters to help increase and maintain the number of trained, "front line" firefighters available in their communities. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Kerr moved to approve Resolution 2023-25 submittal of an application to the SAFER Program Grant as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve the purchase of body-worn cameras and relevant equipment in the amount of \$101,825 (Sourcewell Contract #010720-WCH) with an amount of \$75,900.83 to be reimbursed by the FY22 Body-Worn Camera Program Grant #4367801 with a 25% local match (\$25,924.17) from Motorola Solutions and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated this type of equipment has been a priority for the commission; staff has applied for grants in the past and two were awarded and accepted the most advantageous one. Staff recommended approval to purchase equipment from Motorola Solutions that would consist of 71 body-worn cameras with twenty additional batteries, 9 battery banks and necessary software licenses and would be for all patrol officers and auxiliary staff.

Commissioner Lopez seconded by Commissioner Gonzalez moved to approve the purchase of body-worn cameras and relevant equipment from Motorola Solutions as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to authorize staff to solicit Statements of Qualifications for Architectural/Engineering Services for various parks projects including new restroom/concession stands, sports field lighting and irrigation systems, and playgrounds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Park and Recreation Director stated the statement of qualifications would be for Architectural/Engineering for parks projects at Isaac Rodriguez Park for \$1,400,000 and Mayor Pablo Pena City Park for \$600,000. Isaac Rodriguez Park proposed improvements are a new restroom and concession stand, new sports field lighting and irrigation of the sports fields. Mayor Pablo Pena City Park proposed improvements are a new restroom and concession stand. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Gonzalez moved to approve staff to solicit Statements of Qualifications for Architectural/Engineering Services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration on the project by the Weslaco Economic Development Corporation for the construction of offsite sanitary sewer improvement for the Mid Valley International Industrial Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)

Commissioner Kerr and Commissioner Lopez abstained from discussion and vote.

Steve Valdez stated in moving forward with the expansion of the new industrial park, EDC will develop the area with sidewalks, expanding streets as well as water and sewer; proposing construction of a new lift station in the new industrial park and the existing lift station would need to be abandoned; the new lift station will service a radius of 600 acres of any new growth that would come in and requested for cost participation from the city in abandonment of the lift station and unaware of the cost to do this.

Albert Aldana, City Engineer stated the current lift station (26) could be abandoned; currently it does not have the capacity to handle additional flow as well as the force main behind Las Brisas is inadequate. Staff was already configuring plans to reroute flow to lift station 12; staff had no objection in cost participation in abandoning the existing lift station so long as the new lift station will reroute existing flow from Las Brisas to the new lift station and recommended approval as it will enhance the service for the area.

Commissioner Farias seconded by Mayor Suarez moved to approve a cost participation in abandoning the existing lift station for the project by the Weslaco Economic Development Corporation for the construction of offsite sanitary sewer improvement for the Mid Valley International Industrial Park as presented. The motion carried; Commissioner Kerr and Commissioner Lopez abstained; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 6:41 p.m. Commissioner Kerr seconded by Commissioner Gonzalez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:38 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

No action.

C. Legal Consultation - Consultation with City Attorney regarding claims by the City against Castle Enterprises regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.

No action.

D. Legal Consultation - Consultation with City Attorney regarding 2023 New Opioid Settlement Participation for Subdivisions as authorized by section §551.071 of the Texas Government Code.

Commissioner Farias seconded Commissioner Lopez moved to approve to participate in the 2023 New Opioid Settlement for Subdivision as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Gonzalez moved to adjourn the meeting of March 7, 2023, at 7:39 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6437	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-14 to rezone 320 S Pleasantview Drive. Also being 27.498 acres out of the following tracts: North 100 feet of the South, 280 feet of the South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held March 07, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Twenty-four (24) property owners within 200 feet of the applicant's property were notified by letter on February 17, 2023. There are existing R-2 Apartment zoned areas to the West and Industrial to the South.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on February 13, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request at their regular meeting held March 1, 2023			
JUANITA VALLEJO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use to the west.			
Attachments, if any: Rezone-320 S Pleasantview Drive - Memo, 320 S Pleasantview Drive- attachments, 320 S Pleasantview- Aerial, O2023-14 rezone 320 S Pleasantview Drive			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 320 S Pleasantview Drive

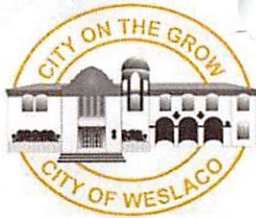
DATE: February 28, 2023

The property owner is proposed an eighty (80) lot four plex- apartments subdivision. There are existing R-2 Apartment zoned areas to the West and Industrial to the South within the area. Part of the property is already zoned Industrial but the developer is requesting to convert the entire property to R-2 apartment and duplexes. The developer has submitted for subdivision review and has been provided comments from staff for revisions. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE-000382-2023

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot _____ Block _____

Subdivision Name The West and Adams Tract

Street Address Pleasantview Dr. 320 S. Pleasantview Drive.

Existing Zoning R-1 & I Existing Land Use Single Family

Proposed Zoning R-2 Proposed Land Use Multi Family

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name RGV Superior Development, LLC Phone (956) 960-4111

Address 3407 San Fabian St Fax: _____

City Mission State TX Zip Code 78572 E-Mail: cerdafuente65@gmail.com

OWNER

Name RGV Superior Development, LLC Phone (956) 960-4111

Address 3407 San Fabian St Fax: _____

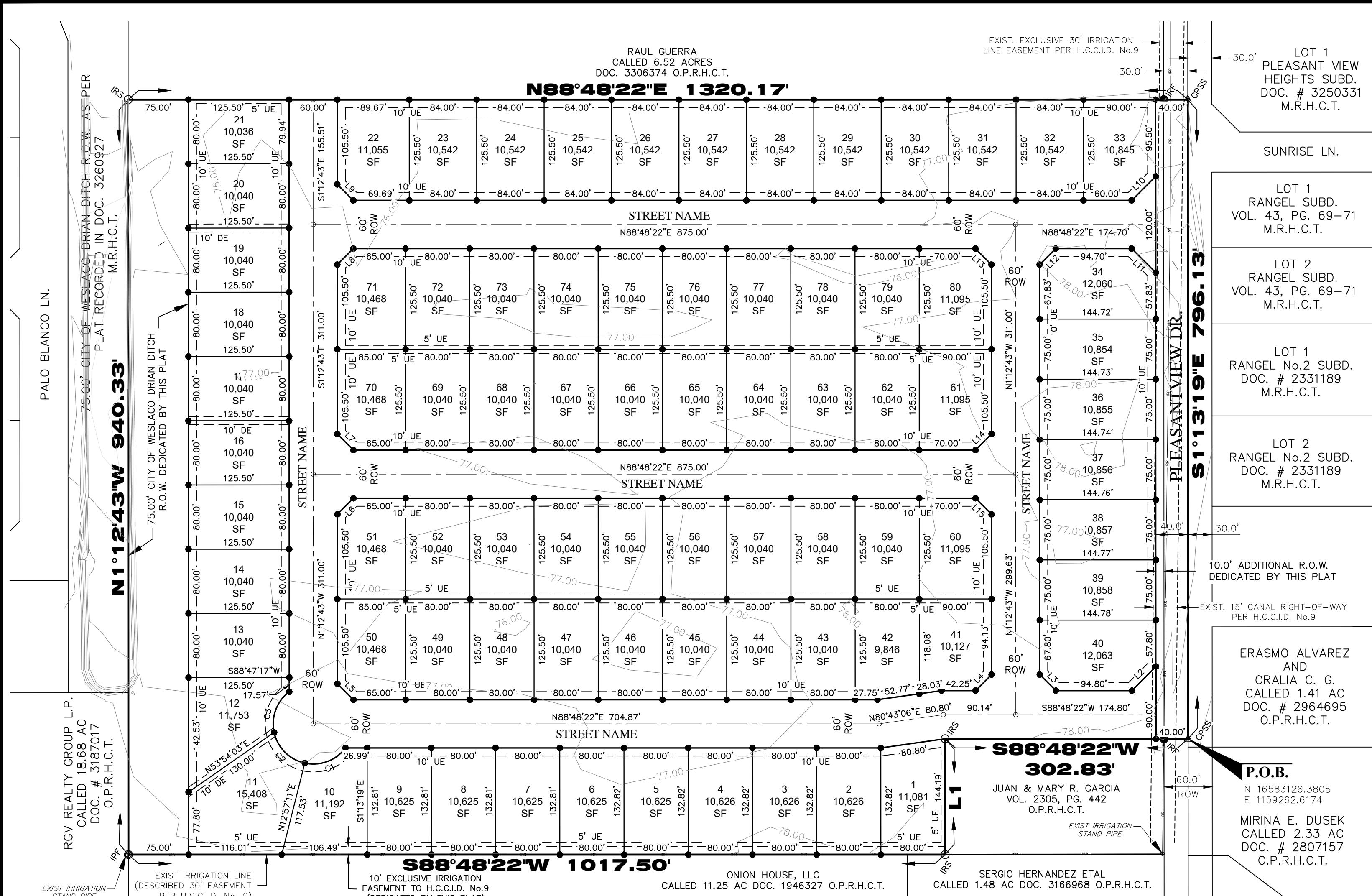
City Mission State TX Zip Code 78572 E-Mail: cerdafuente65@gmail.com

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

Signature _____ Date 1/23/2023
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent



THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **PLEASANTVIEW TERRACE SUBDIVISION** TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

DEVELOPER NAME _____ DATE _____
RGV SUPERIOR DEVELOPMENT, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **PLEASANTVIEW TERRACE SUBDIVISION** TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

DEVELOPER NAME _____ DATE _____
RGV SUPERIOR DEVELOPMENT, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES _____

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER: RGV SUPERIOR DEVELOPMENT, LLC	3407 SAN FABIAN ST.	MISSION, TEXAS 78572	(956)960-4111
ENGINEER: OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539	(956)272-2248
SURVEYOR: MANUEL CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TEXAS 78542	(956)470-1489

GENERAL NOTES

- MINIMUM SETBACK LINES:
FRONT 20.00' OR GREATER FOR EASEMENTS.
REAR 15.00' OR GREATER FOR EASEMENTS.
SIDE 5.00' OR GREATER FOR EASEMENTS.
CUL-DE-SAC LOTS: FRONT 15.00' OR GREATER FOR EASEMENTS.
SIDE CORNER GARAGE 20.00' OR GREATER FOR EASEMENTS.
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B".

AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD ACCORDING TO COMMUNITY-PANEL NO. 480334 0425 C, REVISED NOVEMBER 16, 1982.
- SUBDIVISION CONSIST OF 80 MULTI-FAMILY LOTS.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AT THE CENTER OF THE LOT.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC-FEET OR _____ ACRE-FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOT.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (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.
- DIRECT DRIVEWAY ACCESS IS PROHIBITED FOR LOTS 33-40 ONTO PLEASANTVIEW DR.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- THIS SUBDIVISION WAS DESIGNED FOR A 50 YEAR FLOOD WITH DETENTION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00' FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- CLEARANCE FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
- ALL CONSTRUCTION TO MEET THE CITY OF WESLACO REQUIREMENTS AND STANDARDS.
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
- STREET LIGHTS AND SIGNS ARE TO BE INSTALLED BY DEVELOPER.
- A 4.0' SIDEWALK SHALL BE REQUIRED ALONG INTERNAL STREET AT TIME OF BUILDING PERMIT. A 5.0' SIDEWALK SHALL BE REQUIRED ALONG PLEASANTVIEW ROAD PRIOR TO RECORDATION OF THIS PLAT.
- A MINIMUM SIX-FOOT BUFFER FENCE SHALL BE REQUIRED TO SEPARATE MULTI-FAMILY WITH SINGLE FAMILY AND COMMERCIAL.
- NO FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT, EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.

Curve Table						
Curve #	Radius	Tangent	Delta	Arc Length	Chord Direction	Chord Length
C1	50.00'	32.17'	65°30'27"	57.17'	N68°25'47"E	54.10'
C2	50.00'	32.08'	65°22'02"	57.04'	S46°07'58"E	54.00'
C3	50.00'	32.08'	65°22'02"	57.04'	S19°14'04"W	54.00'

Line Table		
Line #	Bearing	Length
L1	S1°13'19"E	144.19'
L2	S43°47'32"W	42.42'
L3	N46°12'11"W	28.29'
L4	N43°47'49"E	28.28'
L5	N46°12'11"W	28.29'
L6	N43°47'49"E	28.28'
L7	N46°12'11"W	28.29'
L8	N43°47'49"E	28.28'
L9	N46°12'11"W	28.29'
L10	S43°47'32"W	42.42'
L11	S46°12'28"E	42.44'
L12	N43°47'49"E	28.28'
L13	S46°12'11"E	28.29'
L14	S43°47'49"W	28.28'
L15	S46°12'11"E	28.29'

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REVIEW COPY

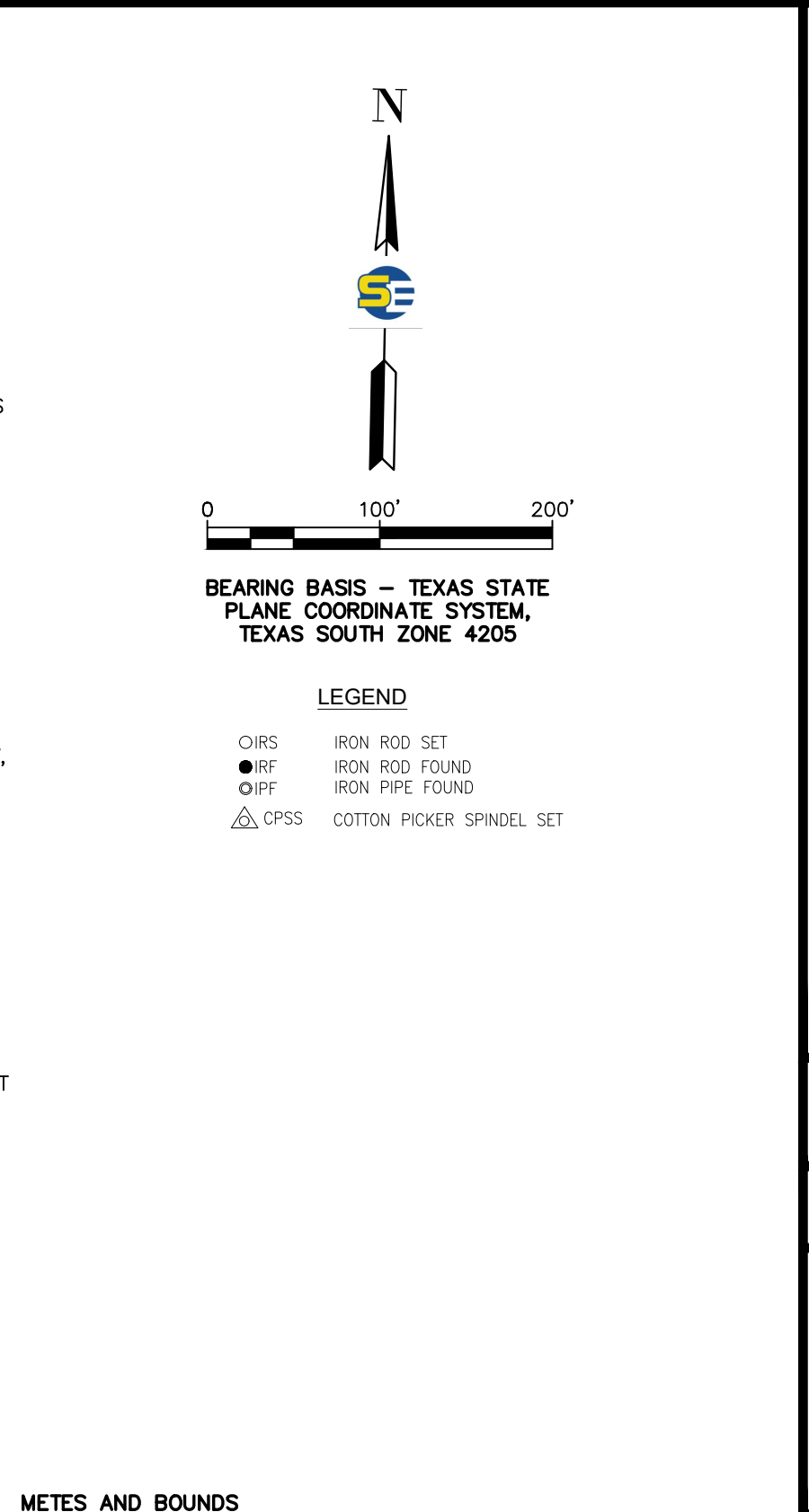
MANUEL CARRIZALES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6388
SURVEY FIRM NO. 10194417

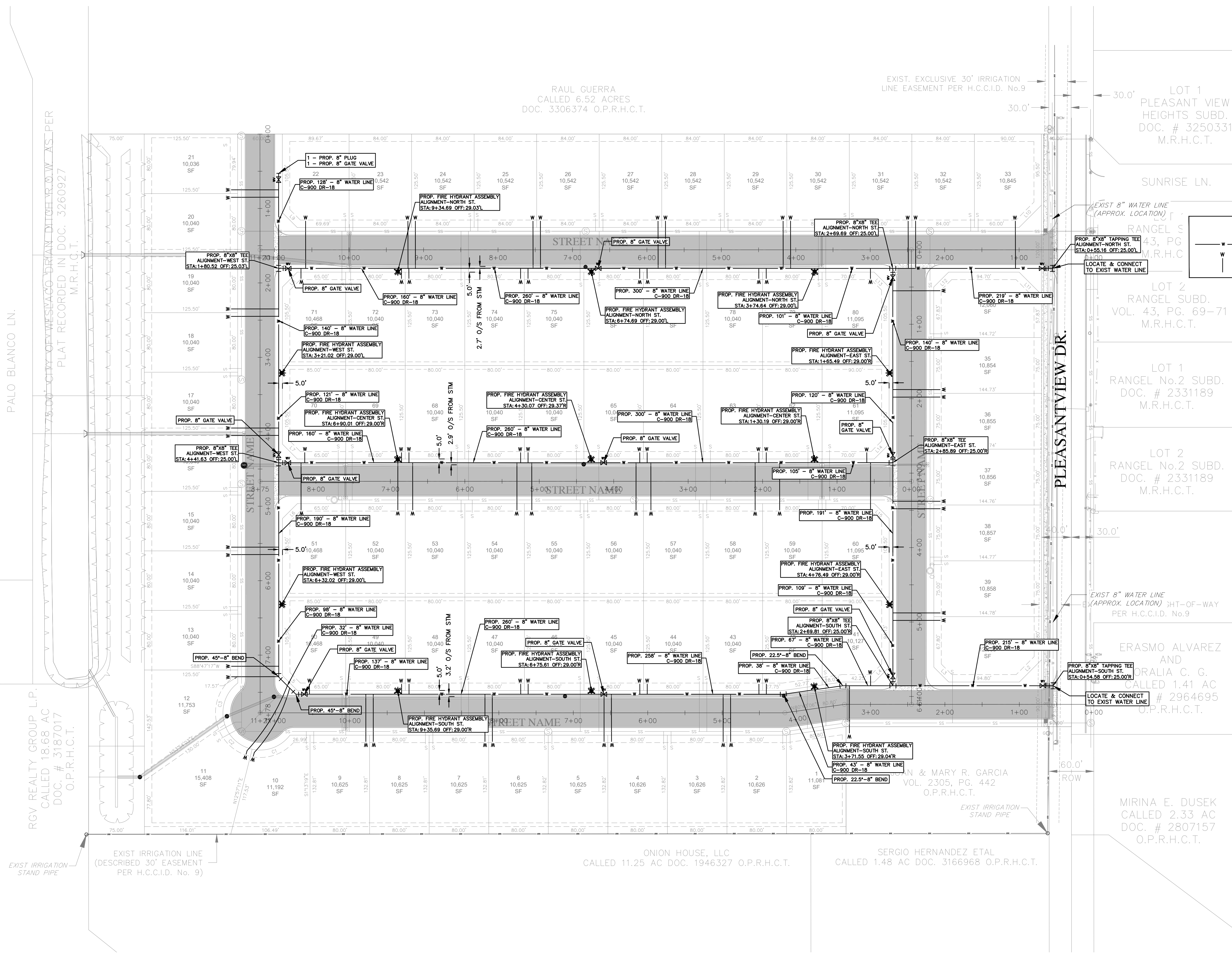
DATE _____

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY





SUPREME
ENGINEERING

TBPELS FIRM No. F-21135
SUPREME ENGINEERING, PLLC
135 PASO DEL PRADO, STE. 7
EDINBURG, TX 78539
PH: (956) 403-1314

THIS DOCUMENT IS PRELIMINARY AND IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND MARK-UP ONLY UNDER THE AUTHORITY OF OMAR CANO, P.E. No. 120081 ON 1/13/2023

PROJECT No. #	REVISIONS:			DATE	APPROVED BY:
	PROJECT TEAM	DESIGN BY:	DRAWN BY:		
		O.C.	J.L.G.		
		CHECKED BY:			
		O.C.			
		APPROVED BY:			
		O.C.			

PREPARED FOR:
RGV SUPERIOR DEVELOPMENT, LLC
3407 SAN FABIAN ST.
MISSION, TEXAS 78572

PLEASANTVIEW TERRACE
WATER DISTRIBUTION PLAN

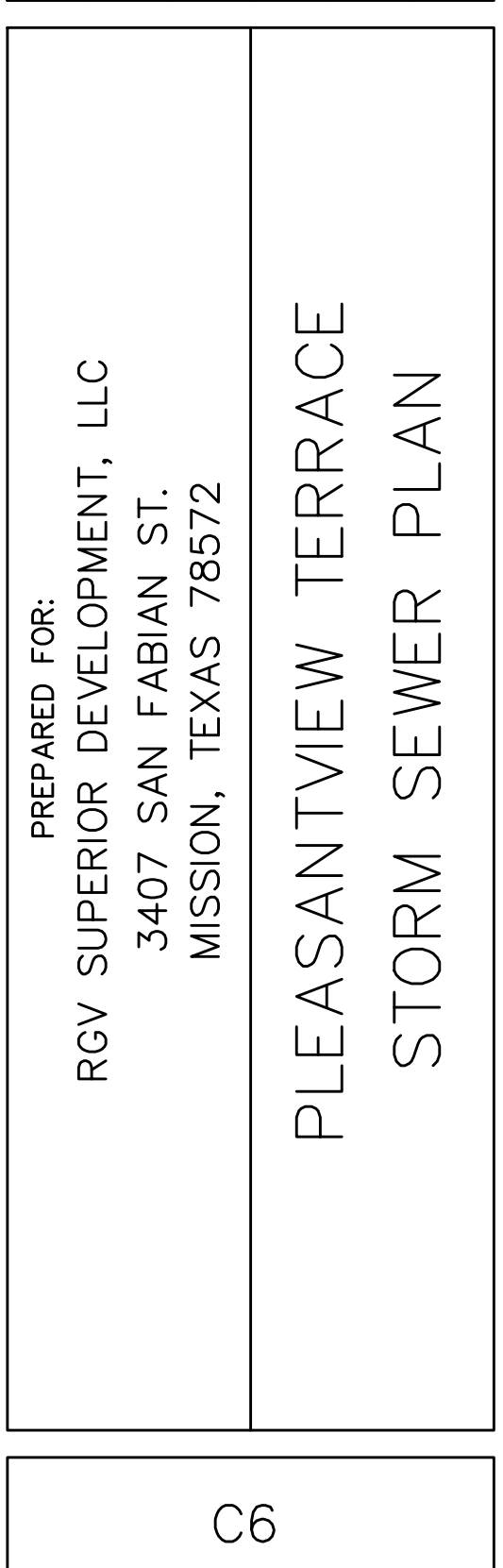
C4

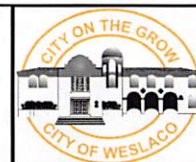


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UNDER THE AUTHORITY OF
OMAR CANO, P.E. No. 120081
ON 1/13/2023

#	REVISIONS:			
PROJECT TEAM				
DESIGN BY: O.C.				
DRAWN BY: J.L.G.				
CHECKED BY: O.C.				
APPROVED BY: O.C.	REV	DESCRIPTION	DATE:	APPROVED BY:

RGV SUPERIOR DEVELOPMENT, LLC
3407 SAN FABIAN ST.
MISSION, TEXAS 78572





FEB 15, 2023

VILLARREAL GRACIELA 1502 VIDA DULCE WESLACO TX 78596	R1171-00-000-0001-00 RANGEL LOT 1 301 S PLEASANTVIEW DR	L: 29871 B: 7000
SALAZAR MARIO CESAR PO BOX 412 DONNA TX 78537	R1171-00-000-0002-00 RANGEL LOT 2 301 S PLEASANTVIEW DR	L: 31968 B: 111291
RGV SUPERIOR DEVELOPMENT LLC 3407 SAN FABIAN ST MISSION TX 78572	W3800-00-020-0000-01 WEST TRACT 4.45AC-S5.45AC FT 20 302 S PLEASANTVIEW DR	L: 200250 B: 0
GUERRA RAUL 621 TIERRA PROMETIDA WESLACO TX 78596	W3800-00-020-0000-04 WEST TRACT N215'-S494.80' FT 20 6.52 AC 216 S PLEASANTVIEW DR	L: 272745 B: 10756
RGV REALTY GROUP LP PO BOX 3266 MCALLEN TX 78502	W3800-00-022-0000-00 WEST TRACT 20.91AC EXC N626.75' FT 22 501 S AIRPORT DR	L: 0 B: 0
ONION HOUSE LLC PO BOX 170 WESLACO TX 78599	W3800-00-023-0000-02 WEST TRACT SW11.25AC BEING AN IRR GR 11.23AC NET 502 PLEASANT VIEW DR	L: 471660 B: 1065267
HERNANDEZ SERGIO ETAL 1112 TAMAULIPAS ST WESLACO TX 78596	W3800-00-023-0000-03 WEST TRACT-S185'-N845-E350 FT 23 NET 502 S PLEASANTVIEW DR	L: 110435 B: 138403
GARCIA JUAN & MARY R 500 S PLEASANTVIEW DR WESLACO TX 78596	W3800-00-023-0000-05 WEST TRACT -S144'-N660'-E302.5' FT 23 92AC NET 500 S PLEASANTVIEW DR	L: 82463 B: 97970
DUSEK MIRNA E 417 S PLEASANTVIEW DR WESLACO TX 78596	W3800-00-024-0000-00 WEST TRACT BNG AN IRR TR ' FT 24 2.33AC GR 2.25AC NET 417 PLEASANT VIEW DR	L: 49560 B: 80737
ALVAREZ ERASMO & ORALIA C G 807 S KANSAS WESLACO TX 78596	W3800-00-024-0000-02 WEST TRACT S150'-N525'-W408.9' FT 24 0AC NET 415 S PLEASANTVIEW DR	L: 106345 B: 32445
BOARD OF REGENTS OF TEXAS A & OFFICE OF GEN COUNSEL SYS 301 TARROW ST 6TH FL COLLEGE STATION TX 77840	W3800-00-024-0000-03 WEST TRACT BLK FT 24 SE 12.46-N21.21 0 E BUS 83	L: 822360 B: 0
CIL WAREHOUSE 1 & 2 LLC 6800 S INTERNATIONAL PKWY MCALLEN TX 78503	W3800-00-024-0000-05 WEST TRACT AN IRR TR T 24 8.25 AC GR 7.71 AC NET 501 PLEASANTVIEW	L: 381645 B: 1263318

FEB 15, 2023

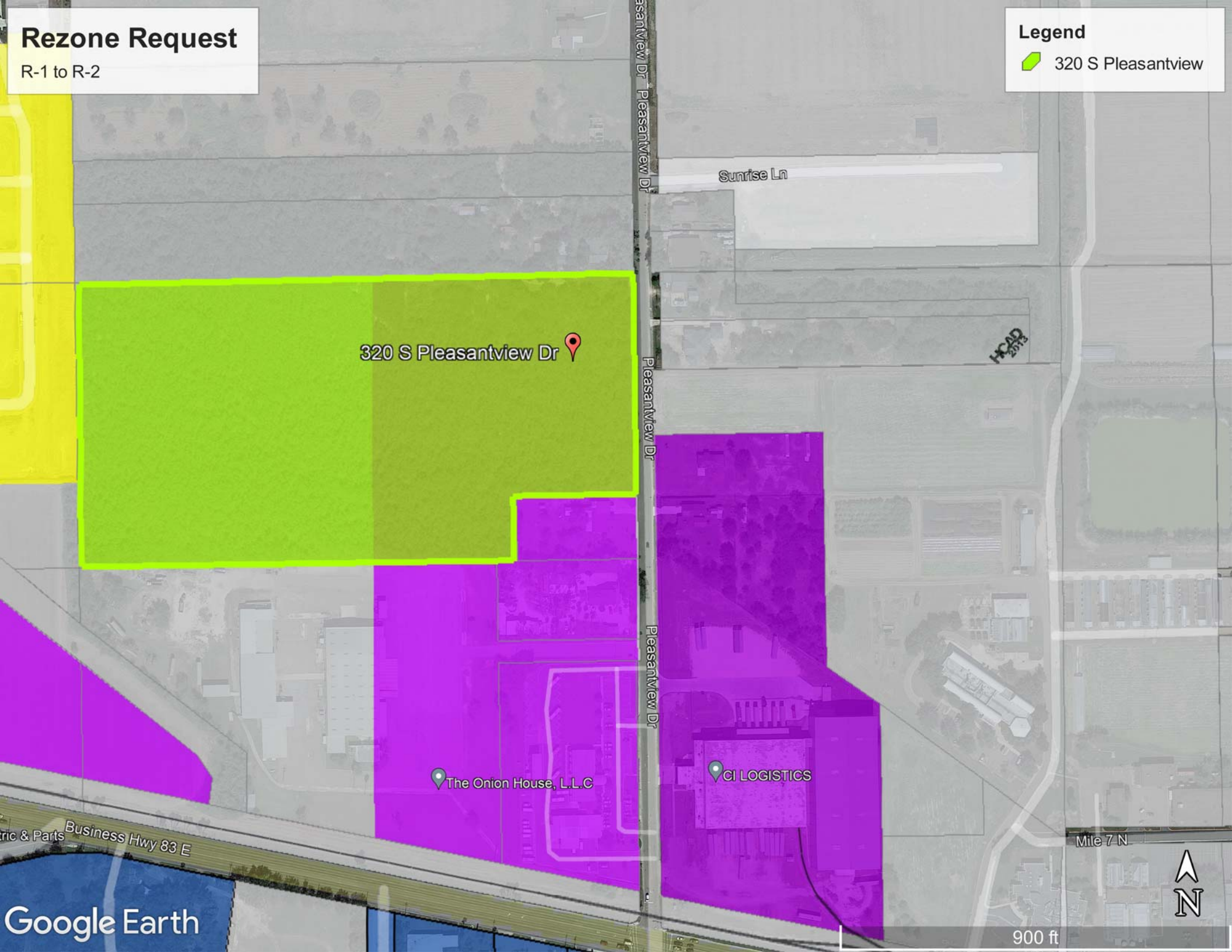
RANGEL TOMAS IV & MARIA L 307 S PLEASANT VIEW DR WESLACO TX 78596	R1175-02-000-0001-00 RANGEL NO. 2 LOT 1	L: 56359 B: 53400
RANGEL TOMAS IV 307 S PLEASANTVIEW DR WESLACO TX 78596	R1175-02-000-0002-00 RANGEL NO. 2 LOT 2	L: 107811 B: 180189
ROBERTS TYLER 2812 S MONTEVISTA DR BOISE ID 83706	A1445-00-000-0012-00 AIRPORT HEIGHTS LOT 12	L: 57615 B: 124648
JESMER INVESTMENTS LLC 3005 SAN RODRIGO MISSION TX 78572	A1445-00-000-0013-00 AIRPORT HEIGHTS LOT 13	L: 55590 B: 0
ROBERTS DILLON 5917 MIDSUMMER ST BOISE ID 83716	A1445-00-000-0036-00 AIRPORT HEIGHTS LOT 36	L: 67656 B: 41400
GONZALEZ CHRISTIAN 2108 STAUFFER ST WESLACO TX 78599	A1445-00-000-0037-00 AIRPORT HEIGHTS LOT 37	L: 62294 B: 0
MELWANI AMIT MITHU 2507 E 4TH ST AUSTIN TX 78702	A1445-00-000-0057-00 AIRPORT HEIGHTS LOT 57	L: 62708 B: 0
JIMENEZ ROLANDO & CLAUDIA 4900 WALNUT AVE MCALLEN TX 78501	A1445-00-000-0058-00 AIRPORT HEIGHTS LOT 58 0	L: 59171 B: 0
JIMENEZ ROLANDO & CLAUDIA 4900 WALNUT AVE MCALLEN TX 78501	A1445-00-000-0059-00 AIRPORT HEIGHTS LOT 59 0	L: 59171 B: 0
LAMAR DESIGNS LLC & EXCLUSIVE 1206 LINDBERG PALMHURST TX 78573	P7710-00-000-0001-00 PLEASANT VIEW HEIGHTS LOT 1	L: 30865 B: 0
LAMAR DESIGNS LLC 1206 LINDBERG PALMHURST TX 78573	P7710-00-000-0002-00 PLEASANT VIEW HEIGHTS LOT 2	L: 26927 B: 0
EXCLUSIVE PLATINUM HOME 1611 STONEGATE MISSION TX 78574	P7710-00-000-0003-00 PLEASANT VIEW HEIGHTS LOT 3	L: 26337 B: 0

Rezone Request

R-1 to R-2

Legend

 320 S Pleasantview



320 S Pleasantview Dr 

Sunrise Ln

HCAD
2012

 The Onion House, L.L.C

 CI LOGISTICS

Electric & Parts Business Hwy 83 E

Mile 7 N

Google Earth

900 ft



ORDINANCE NO. 2023-13

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 320 S PLEASANTVIEW DRIVE. ALSO BEING 27.498 ACRE OUT OF THE FOLLOWING TRACTS: NORTH 100 FEET OF THE SOUTH 280 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 320 S Pleasantview Drive. Also being 27.498 acre out of the following tracts: North 100 feet of the South 280 feet of the South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of March 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of March 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6439	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-15 to rezone 409 N Kansas also being Lot 16, Block 4, Gonzalez Addition Subdivision, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading held March 07, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartment District to B-1 Neighborhood Business District. Twenty-two (22) property owners within 200 feet of the applicant's property were notified by letter on February 17, 2023. There are existing B-3 Central Business District zoned areas to the West and B-1 Neighborhood Business District zoned areas to the North and South.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on February 13, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request at their regular meeting held March 1, 2023.			
JUANITA VALLEJO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-409 N Kansas - Memo, 409 N Kansas -attachments, 490 N Kansas Ave - Aerial, O2023-15 rezone 409 N Kansas			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 409 N Kansas

DATE: February 28, 2023

The property owner is proposed to construct a small office on the proposed property. There are existing B-3 Central Business District zoned areas to the West and B-1 Neighborhood Business District zoned areas to the North and South. City staff has already meet with the property owner and designer to provide feedback on what will be need for a permit and what requirements to expect. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the surrounding land use.

Thank you,

Rebekah de la Fuente, CFM

March
1st

Tuesday
By

22NE-000394-2023



APPLICATION FOR REZONING

RECEIVED
FEB 06 2023
BY:

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.
The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 16 Block 4

Subdivision Name Gonzalez Addition Sub.

Street Address 409 N KANSAS

Existing Zoning R-2 Duplex and Apt Existing Land Use VACANT

Proposed Zoning _____ Proposed Land Use 2 story commercial Building

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

APPLICANT

Name MARIA ELVA ALANIZ Phone 956-777-8422

Address 110 E Agostadero St Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: ndalanis@aol.com

OWNER

Name MARIA ELVA ALANIZ Phone 956-777-8422

Address 110 E Agostadero Fax: _____

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

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

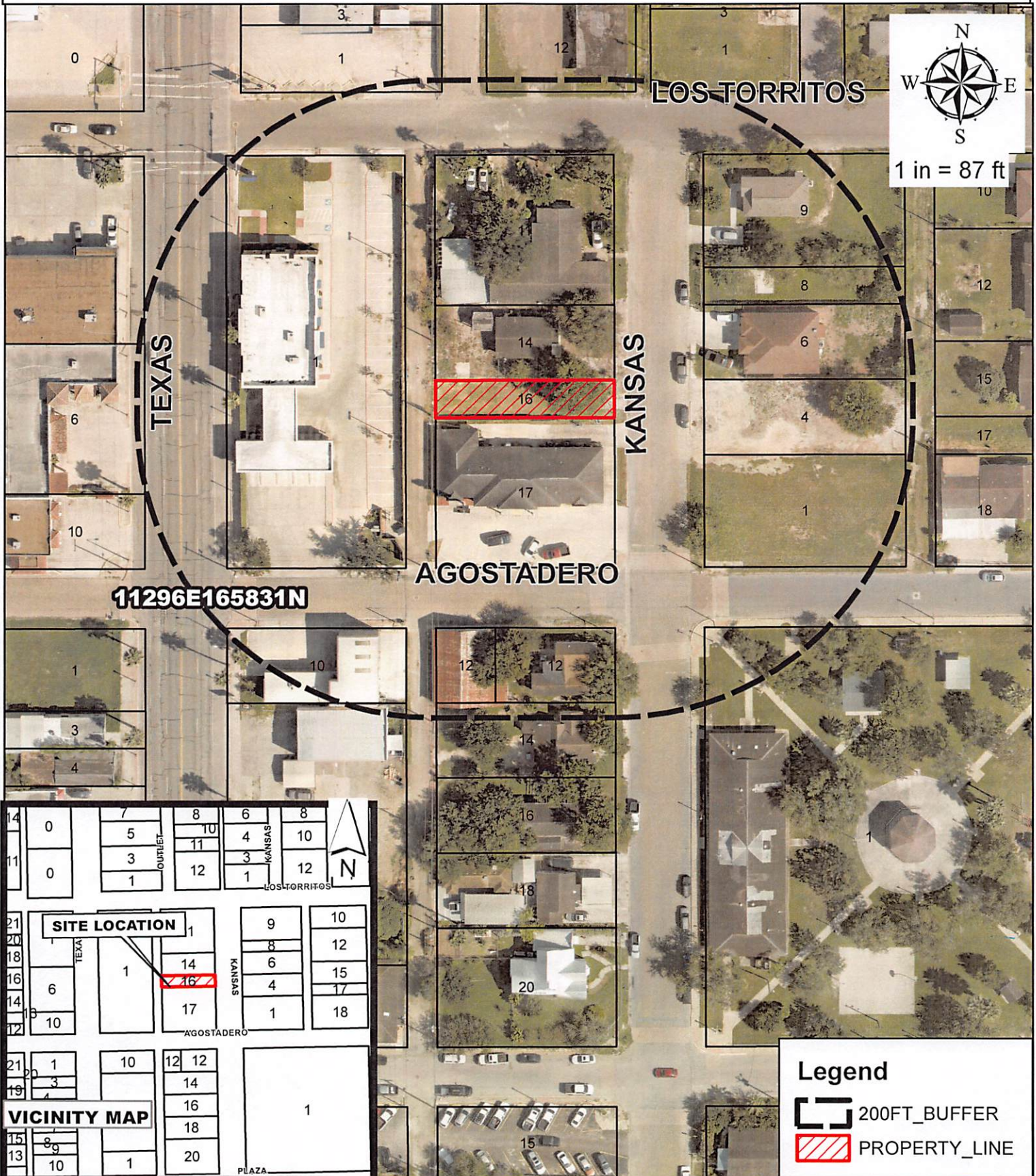
Signature _____ Date 2/6/23
Owner

Signature _____ Date 2/6/23
Applicant

Signature _____ Date _____
Authorized Agent

Accepted By _____	CITY OF WESLACO 956-968-3181	ate Paid _____
Notice of Public Hearing 200' of Proposed Site	***** R E P R I N T R E C E I P T ***** REC#: 02992688 2/06/2023 4:21 PM OPER: SS TERM: 040	te _____
P & Z Notice of Public H	REF#: _____ PAID BY: _____	ite _____
City Commission Notice	ACCT #: XXXX-XXXX-XXXX-7422 AUTH #: 114819 TRAN #: 000000001621	ite _____
Presented to P & Z Com Approved _____ Disap	TYPE: PURCHASE TRAN: 800.0000 ENERGOV PAYMENT INV-00011375 305.00CR	ite _____
Presented to City Comn Approved _____ Disap	ALANIS, MARIA CAINVOICEFEE 300.00CR CAINVOICEFEE 5.00CR	ate _____
Ordinance No. _____	TENDERED: 305.00 CREDIT CARD APPLIED: 305.00- CHANGE: 0.00	





Maria Elva Alaniz
409 N Kansas Ave.
Gonzalez Add. Blk 7 Lot 16

Purpose for the Rezone Request

Existing zoning: R-2
 Existing land use: Vacant Land
 Prop Zone: B-1



FEB 15, 2023

RODRIGUEZ FRANCISCO ET UX 901 E UNIVERSITY DR EDINBURG TX 78539	G5600-00-003-0003-00 GONZALES ADDN LOTS 3 THRU 9 BLK 3 311 N TEXAS BLVD	L: 105000 B: 110580
GARCIA CHARLIE 2025 W MILE 11 N WESLACO TX 78599	G5600-00-003-0010-00 GONZALES ADDN LOTS 10 & 11 BLK 3 309 N TEXAS BLVD	L: 54900 B: 91533
MOLINA ESTELA 321 N KANSAS AVE WESLACO, TX 78596-5373	G5600-00-003-0012-00 GONZALES ADDN E80.25' LOTS 12 & 13 321 N KANSAS AVE	L: 14244 B: 21079
MOLINA EFRAIN & ESTELA 321 N KANSAS AVE WESLACO TX 78596	G5600-00-003-0012-01 GONZALES ADDN W39.75' LOTS 12 & 13 0 E AGOSTADERO ST	L: 9938 B: 10120
GARZA ISRAEL G Jr 315 N KANSAS AVE WESLACO TX 78596	G5600-00-003-0014-00 GONZALES ADDN LOTS 14 & 15 BLK 3 315 N KANSAS AVE	L: 21300 B: 29016
INTER NATIONAL BANK C/O CARLOS GARZA 1801 S 2ND ST SUITE 540 MCALLEN TX 78503	G5600-00-004-0001-00 GONZALES ADDN LOTS 1 THRU 10A BLK 4 0 N TEXAS	L: 231000 B: 619237
MORENO RUBEN PO BOX 512 WESLACO TX 78599	G5600-00-004-0011-00 GONZALES ADDN ALL LOTS 11 THRU 13 & 417 N KANSAS AVE	L: 42600 B: 97759
VANTAGE BANK TEXAS 1801 S 2ND STREET MCALLEN TX 78503	G5600-00-004-0014-00 GONZALES ADDN LOTS 14 & 15 BLK 4 413 N KANSAS AVE	L: 21300 B: 16903
ALANIS MARIA ELVA 110 E AGOSTADERO ST WESLACO TX 78596	G5600-00-004-0016-00 GONZALES ADDN LOT 16 BLK 4 409 N KANSAS AVE	L: 10650 B: 0
ALANIS MARIA ELVA 110 E AGOSTADERO STE A WESLACO TX 78596	G5600-00-004-0017-00 GONZALES ADDN LOTS 17 18 19 & 20 110 E ACOSTADERO ST	L: 60000 B: 187651
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	G5600-00-005-0001-00 GONZALES ADDN LOTS 1 THRU 3 BLK 5 402 N KANSAS AVE	L: 50625 B: 0
OCANA HIDALIA 403 DELIA AVE ALAMO TX 78516	G5600-00-005-0004-00 GONZALES ADDN LOTS 4 & 5 BLK 5 408 N KANSAS AVE	L: 23963 B: 0

City of Weslaco Code Enforcement Dept.

FEB 15, 2023

OCANA HIDALIA 403 DELIA AVE ALAMO TX 78516	G5600-00-005-0006-00 GONZALES ADDN LOTS 6 & 7 BLK 5 410 N KANSAS AVE	L: 23963 B: 120835
OCANA HIDALIA 403 DELIA AVE ALAMO TX 78516	G5600-00-005-0008-00 GONZALES ADDN LOT 8 BLK 5 414 N KANSAS AVE	L: 11981 B: 0
CAVAZOS JUAN JR 420 N KANSAS AVE WESLACO TX 78596	G5600-00-005-0009-00 GONZALES ADDN LOTS 9 10 & 10A BLK 5 420 N KANSAS AVE	L: 35944 B: 58502
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	G5600-00-006-0001-00 GONZALES ADDN LOTS 1 THRU 22 & ETWEEN LOTS 1 THRU 22 BLK 6 310 N KANSAS AVE	L: 392000 B: 6511
BORJAS JUAN G 1017 W 3RD ST WESLACO TX 78596	M6450-00-016-0001-00 L. D. MORGAN'S ADDN LOTS 1-2 BLK 16 501 N KANSAS AVE	L: 19525 B: 0
CUELLAR JOHN F 151 E TORRITOS WESLACO TX 78596	M6450-00-016-0012-00 L. D. MORGAN'S ADDN BLK 16 LOTS 12 13 151 E LOS TORRITOS ST	L: 42500 B: 44816
GONZALEZ SERGIO & GUDELIA REV PO BOX 706 SUGARLAND TX 77487	M6450-00-017-0001-00 L. D. MORGAN'S ADDN LOTS 1 & 2 BLK 17 500 N TEXAS BLVD	L: 42525 B: 12294
OLIVAREZ FAMILY PARTNERSHIP PO BOX 22 WESLACO TX 78599	T1700-00-001-0001-00 TENN-TEX LOTS 1 THRU 5 BLK 1 413 N TEXAS BLVD	L: 74375 B: 138042
OLIVAREZ FAMILY PARTNERSHIP PO BOX 22 WESLACO TX 78599	T1700-00-001-0006-00 TENN-TEX BLK 1 LTS 6 7 8 & 9 409 N TEXAS BLVD	L: 70000 B: 212975
OLIVAREZ FAMILY PTNRSH LTD PO BOX 22 WESLACO TX 78599	T1700-00-001-0010-00 TENN-TEX BLK 1 LTS 10-11 318 N TEXAS BLVD	L: 38888 B: 59144

Rezone Request

R-2 to B-1

Legend

490 N Kansas Ave

Bank Texas

409 N Kansas Ave

New Dimensions

Pro Dental Lab

E Agostadero St

E Agostadero St



100 ft

ORDINANCE NO. 2023-15

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 409 N KANSAS. ALSO BEING LOT 16, BLOCK 4, GONZALEZ ADDITION SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to B-1 Neighborhood Business District located 409 N Kansas. Also being Lot 16, Block 4, Gonzalez Addition Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of March 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of March 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6440	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-16 for the Voluntary Annexation of Ranchettes on 18th St Subdivision being a 12.16 acres of land out of a 14.82 acre tract of land out of Farm Tract 706, West Tract Subdivision, Hidalgo County, Texas located approximately 500 ft. West from the intersection of 18th Street and Pleasantview Dr. and authorize the Mayor to execute any related documents. (First reading held March 07, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco, and sewer by OSSF. The proposed development will be single family residential lots. The development is contiguous to the existing city limits line.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the voluntary annexation at their regular meeting held March 1, 2023.			
JUANITA VALLEJO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the petition of voluntary annexation.			
Attachments, if any: Ranchettes on 18th - Memo, Ranchettes on 18th st -application, Ranchettes on 18th - Aerial, 13.92 Acre Metes and Bounds, O2023-16 - Voluntary Annexation Ranchettes on 18th			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Ranchettes on 18th – Voluntary Annexation

DATE: February 28, 2023

The proposed subdivision will be for eight (8)- lot subdivision will be for Single family homes and is located just outside the City of Weslaco city limits 18th Street just east of Country Sunshine RV Park. This subdivision is being serviced with water by City of Weslaco and is proposing sanitary sewer by OSSF. The development is contiguous to the existing city limits line.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR VOLUNTARY ANNEXATION

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Ranchetes on 18Th. St.

Location: 18Th & Pleasantview Dr.

Legal Description: Lot 14, Block 136, F.T. 706

 Petition for annexation signed and notarized by property owners.

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

 x Survey and metes and bounds.

 City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: Cynthia O'Brien Telephone: (917) 838-7222

Address: 23 Park Ave 2C Fax: _____

City: New York State: NY Zip: 10016 E-mail: cobrien@spgswis.com

ENGINEER INFORMATION

Name: SWG Engineering LLC Telephone: (956) 968-2194

Address: 611 Bill Summers Intl Blvd Fax: (956) 968-8300

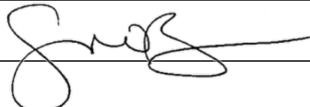
City: Weslaco State: Tx Zip: 78956 E-mail: jreyes@siglerwinstongreenwood.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

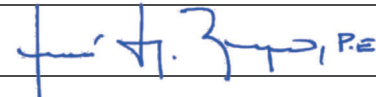
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: Cynthia O'Brien

Owner Signature:  Date: 02/20/2023

_____ is the authorized agent

Authorized Agent Signature:  P.E. Date: 2/20/2023

Authorized Agent Printed Name: Jose G. Reyes, P.E.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

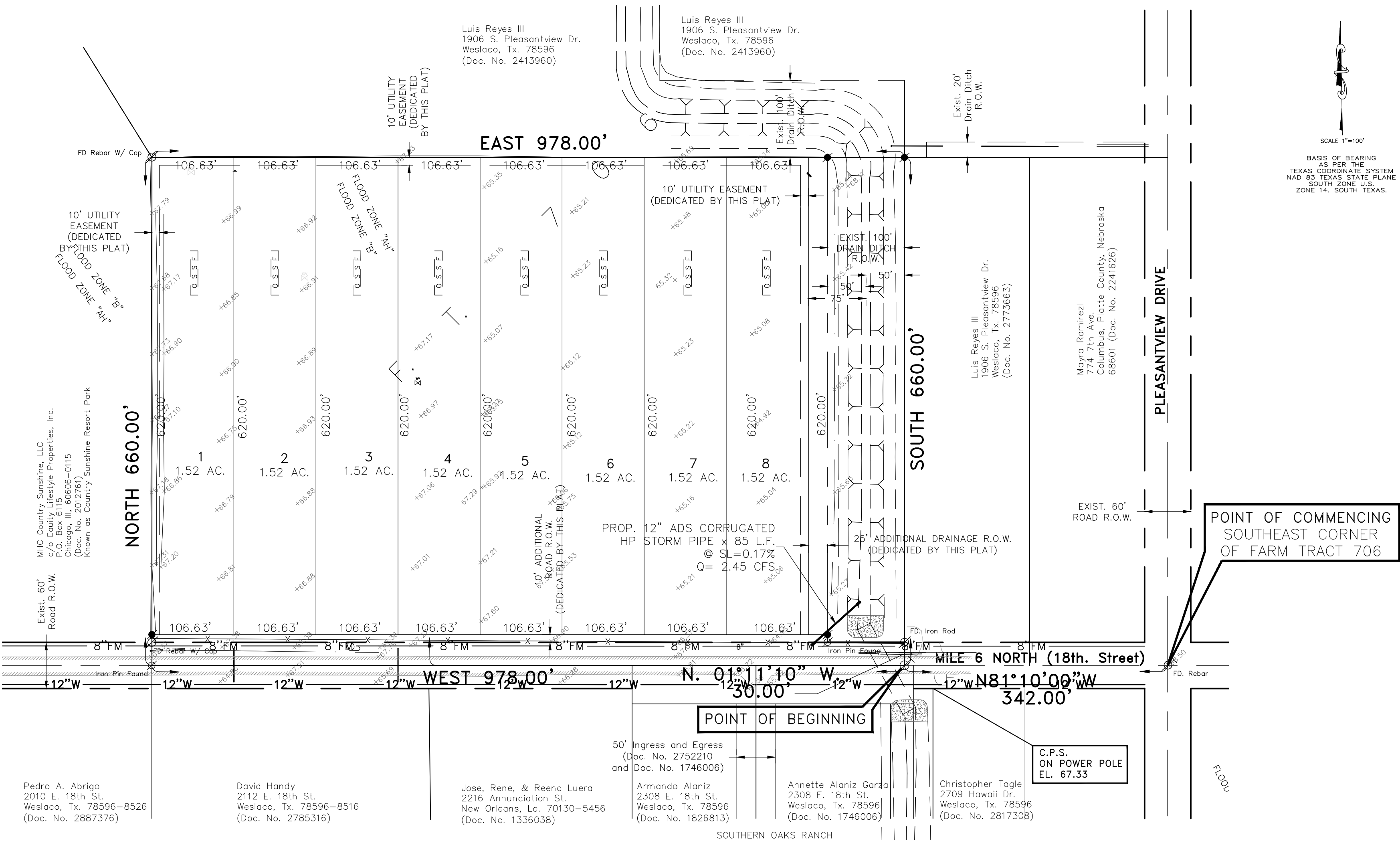
Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

FILE PATH: C:\USERS\ANDY.DROPOX (SWG ENGINEERING, LLC)\SWG PROJECTS\FOLDER\PROJECTS\21-119 LUIS REYES SUBDIVISION\DRAWING\WORKING DRAWING FILE\8 LOTS SUBDIVISION\PLAT-1-RANCHETTE-8 LOTS SUBD.DWG PLOT DATE:2/21/2022



GENERAL PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "b" AND "AH"(SHADED)

ZONE "b" AREA BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500 YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ON SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING) COMMUNITY-PANEL NO. 480334 0525B, EFFECTIVE DATE: JANUARY 2, 1981

ZONE "AH" SHADED AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. COMMUNITY-PANEL NO. 480334 0525B, EFFECTIVE, DATE: JANUARY 2, 1981
- CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- MINIMUM SETBACK SHALL BE AS FOLLOWS:
FRONT: 50.00 FEET ON MILE 6 NORTH (18TH STREET)
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCH MARK NOTE:
- NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 THROUGH 15.
- NO BUILDING OR FENCES SHALL BE BUILT OVER ANY EASEMENTS, EXCEPT AS SHOWN.
- LOT CORNERS HAVE BEEN SET WITH 1/2" REBARS.

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE RANCHETTES ON 18TH STREET SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

JOSE G. REYES, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 93827

SURVEYOR'S AND ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE RANCHETTES ON 18TH STREET SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

JOE B. WINSTON, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 31109
REGISTERED PUBLIC LAND SURVEYOR
TEXAS REGISTRATION NO. 3780

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	Luis Reyes, III	1906 S. Pleasantview Dr.	Weslaco, Tx. 78596	(956) 778-0140	
ENGINEER:	Jose G. Reyes, Jr.	611 Bill Summers Int'l Blvd.	Weslaco, Tx. 78596	(956) 968-2194	956-968-8300
SURVEYOR:	Joe B. Winston, Jr.	611 Bill Summers Int'l Blvd.	Weslaco, Tx. 78596	(956) 968-2194	956-968-8300

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHETTES ON 18TH STREET SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2021.

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHETTES ON 18TH STREET SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2021

RAMON GARCIA _____ DATE _____

ATTEST: HIDALGO COUNTY CLERK _____

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ O'CLOCK AM/PM DOCUMENT
NUMBER _____ OF THE MAP RECORDED OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

STATE OF TEXAS:
COUNTY OF HIDALGO:

I/WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE "RANCHETTES ON 18TH STREET" TO THE CITY OF WESLACO, TEXAS, AND THOSE WHOSE NAME ARE SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE SURFACE USE OF THE STREETS ALLEYS, COMMON AREAS AND UTILITY EASEMENTS THEREON SHOWN ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY OF WESLACO, EMPLOYEES OF THE UTILITIES COMPANIES UNDER FRANCHISE OF SAID CITY AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

LUIS REYES, III _____ DATE _____

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LUIS REYES, III, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS THE _____ DAY OF _____, 2021.

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHETTES ON 18TH STREET WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO

MAYOR OF CITY OF WESLACO _____ DATE _____

SECRETARY OF THE CITY OF WESLACO _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

PLANNING AND ZONING COMMISSION CHAIR

I, THE UNDERSIGNED, CHAIR OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING CHAIR _____ DATE _____

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM O'CLOCK AM/PM INSTRUMENT
NUMBER _____ OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____ ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF WESLACO, TEXAS DO HEREBY CERTIFY THIS MINOR PLAT KNOW AS REYES SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS _____ DAY OF _____, 20____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/ PLANNING AND ZONING
DEPARTMENT DIRECTOR CITY OF WESLACO _____ DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 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.

RAUL E. SESIN, P.E., CFM
GENERAL MANAGER

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

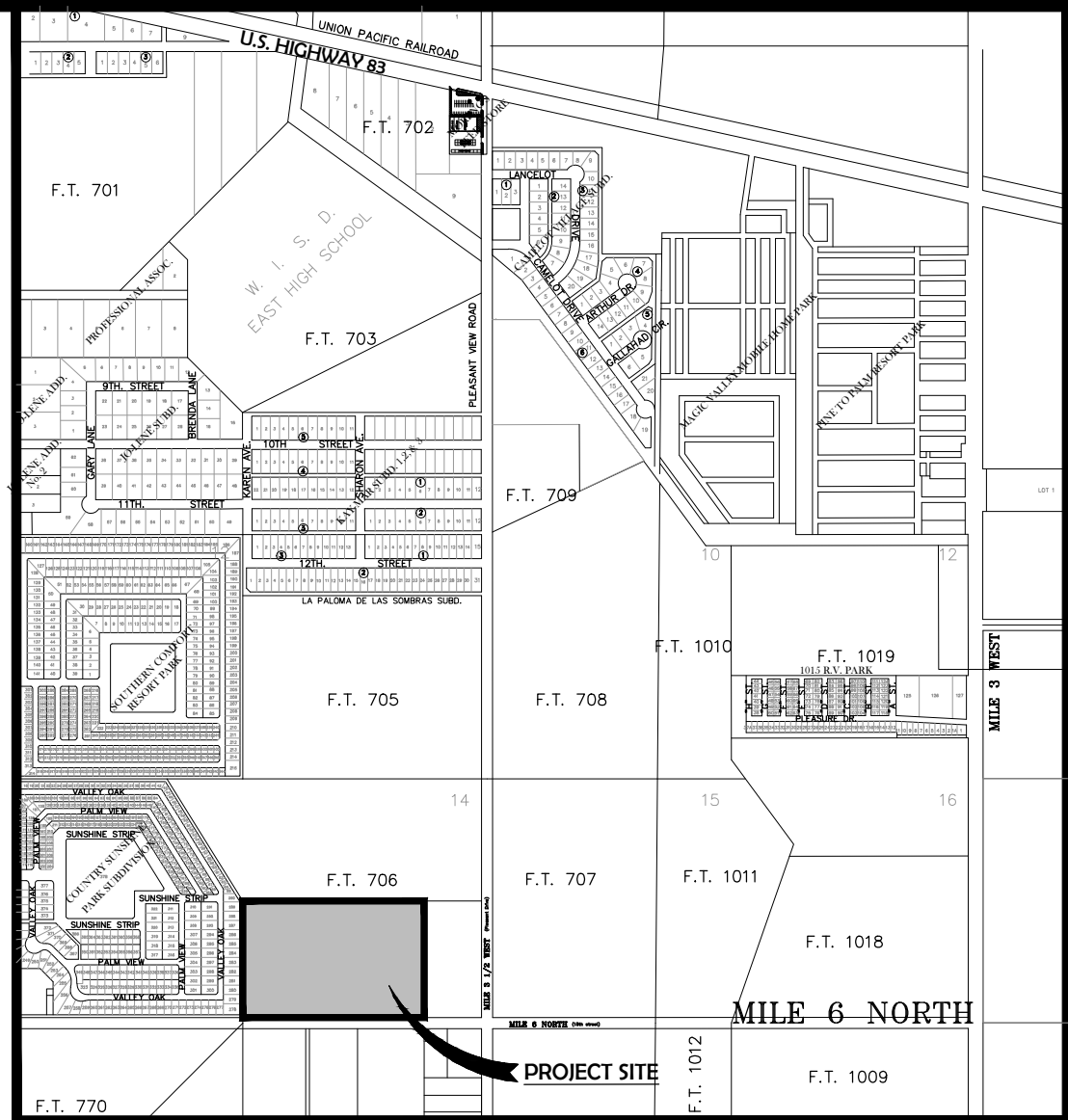
DATED THIS _____ DAY OF _____, 2021.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT OF WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OR STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- H.C.C.I.D. NO. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL H.C.C.I.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.
- H.C.C.I.D. NO. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

INDEX TO SHEET RANCHETTES ON 18TH STREET SUBDIVISION

1	LOCATION MAP, PRINCIPAL CONTACTS, PLAT WITH LOT DIMENSIONS AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION CERTIFICATION, AND ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATION, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.S. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, H.C.C.I.D. CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, RIGHT OF WAY CERTIFICATION, H.C.C.I.D. CERTIFICATION AND REVISION NOTES.
2	WATER IMPROVEMENTS AND SANITARY SEWER (OSSF) MAP, SAMPLE OF LOG BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER CERTIFICATE AND STATEMENT.
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) REVISION NOTES, TYPICAL DRAINAGE CROSS SECTION.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY. According to the Official Map in the office of the Secretary of the City of Weslaco RANCHETTES ON 18TH STREET SUBDIVISION, is located in Precinct No. 1 and Approximately 2509 ft. North from the intersection of Mile 6 North (18th Street) and Pleasantview Dr. and it is outside the city limits, and lies within the city's five-mile ETJ under Local Government Code 212.001. The city of Weslaco Population approximately 42,481 and counting.

LEGEND

- P.O.B. POINT OF BEGINNING
- B.M. BENCH MARK
- R.O.W. RIGHT OF WAY
- H.C.O.R. HIDALGO COUNTY ORIGINAL RECORDS
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- W.D. WARRANTY DEED
- NAWSC. NORTH ALAMO WATER SUPPLY CORP.
- SET CONCRETE MONUMENT WITH ELEVATION(CM-0)
- SET 3/8" REBAR
- SET 1/2" REBAR FOUND
- SET OPS (COTTON PICKER SPINDLE)
- EASEMENT LINE
- PROPERTY LINE
- R.O.W. LINE
- CENTERLINE

METES AND BOUNDS DESCRIPTION

BEING THE 12.16 ACRES OF LAND OUT OF A CALL GROSS 14.82 ACRE TRACT OF LAND OUT OF FARM TRACT 706, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS TO-WIT:

SAVE AND EXCEPT THAT CERTAIN 1.45 ACRE TRACT CONVEYED TO THE CITY OF WESLACO, A TEXAS HOME RULED MUNICIPAL CORPORATION BY WARRANTY DEED DATED OCTOBER 15, 2020, FILED DECEMBER 23, 2020 UNDER DOCUMENT NO. 3178336, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

COMMENCING AT A FOUND OPS (COTTON PICKER SPINDLE) FOR THE SOUTHEAST CORNER OF FARM TRACT 706, SAID CORNER BEING AT THE INTERSECTION OF THE CENTERLINE OF PLEASANTVIEW DRIVE AND 18TH STREET, THENCE ALONG SAID CENTERLINE OF 18TH STREET, SOUTH 88°48'50" WEST 342.00 FT TO A FOUND OPS (COTTON PICKER SPINDLE), FOR THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, WEST (SOUTH 88°48'09" WEST MEASURED) ALONG SAID CENTERLINE OF 18TH STREET AT A DISTANCE OF 978.00 FT. TO A FOUND IRON PIN FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH (NORTH 01°11'51" WEST MEASURED) ALONG THE WEST BOUNDARY LINE OF THIS TRACT AT A DISTANCE OF 40.00 FT. PASS A SET 1/2"-INCH REBAR ON THE PROPOSED 10 FT. ADDITIONAL NORTH RIGHT OF WAY LINE OF MILE 6 NORTH (18TH STREET) AND CONTINUING FOR A TOTAL DISTANCE OF 660.00 FT. TO A SET 1/2"-INCH REBAR FOR THE NORTH WEST CORNER OF THIS TRACT OF LAND;

THENCE, EAST (NORTH 88°48'09" EAST MEASURED) AT A DISTANCE OF 878 FT. PASS A SET 1/2" INCH REBAR AND CONTINUE FOR A TOTAL DISTANCE OF 978.00 FT. FOR THE NORTH EAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH (SOUTH 01°11'51" EAST MEASURED) ALONG THE EAST BOUNDARY OF THIS TRACT AT A DISTANCE OF 40.00 FT. TO THE POINT OF BEGINNING AND CONTAINING 12.82 ACRES, OF WHICH 1.45 ACRES LIES WITHIN THE EXISTING DRAINAGE EASEMENT, AND OF WHICH 0.88 ACRES LIES WITHIN THE EXISTING RIGHT OF WAY OF MILE 6 NORTH (18TH STREET), LEAVING AN NET OF 12.50 ACRES OF LAND, MORE OR LESS.

RANCHETTES ON 18TH STREET SUBDIVISION

BEING THE 12.16 ACRES OF LAND OUT OF A CALL GROSS 14.82 ACRE TRACT OF LAND OUT OF FARM TRACT 706, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY

PRELIMINARY
FOR REVIEW ONLY



SWG ENGINEERING, LLC
WESLACO, TEXAS

TEXAS FIRM REGISTRATION NO. F-592
TEXAS FIRM REGISTRATION NO. F-10006000

SINCE 1945
COPYRIGHT 2021

DATE OF PREPARATION
JULY, 2021

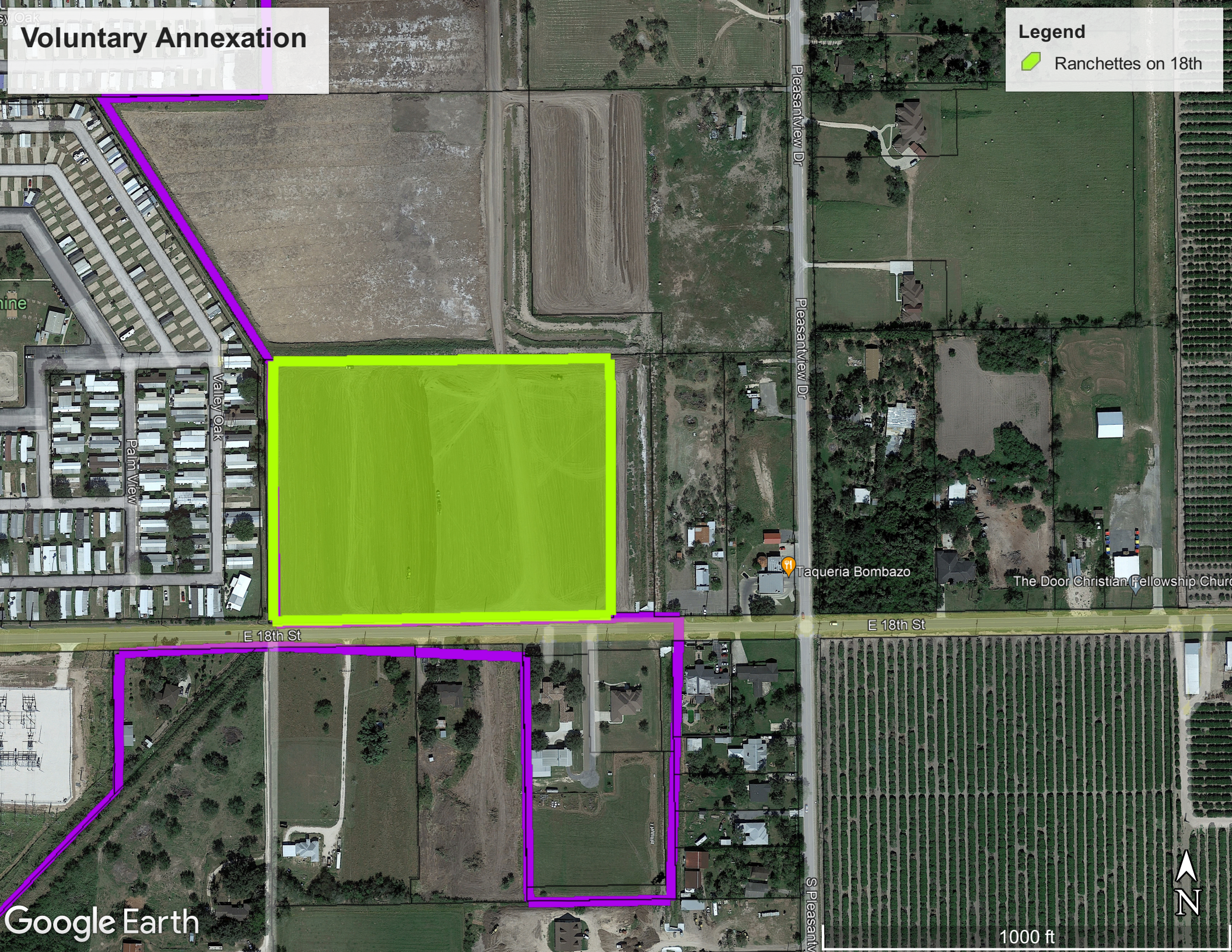
21-119

SHEET NO. 1

Voluntary Annexation

Legend

 Ranchettes on 18th



Randy C. Winston, P.E., President
Christian Winston, Board Secretary

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

Joe B. Winston, Jr., P.E., Exec. VP
Jose G. Reyes, P.E., Associate VP

METES AND BOUNDS

BEING THE 13.92 ACRES OF LAND OUT OF A CALL GROSS 14.82 ACRE TRACT OF LAND OUT OF FARM TRACT 706, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS TO-WIT:

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(This document was prepared under 22 TAC S663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implies or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.)

SWG Project No. 21-119

ORDINANCE NO. 2023-16

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 13.92 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 15.32 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING THE 13.92 ACRES OF LAND OUT OF A CALL GROSS 14.82 ACRE TRACT OF LAND OUT OF FARM TRACT 706, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS TO-WIT:

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CORNER OF THIS TRACT OF LAND;

THENCE, WEST (SOUTH 88°48'10" WEST MEASURED) ALONG SAID CENTERLINE OF 18TH STREET AT A DISTANCE OF 978.00 FT. TO A FOUND IRON PIN FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

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THENCE, EAST (NORTH 88°48'10" EAST MEASURED) AT A DISTANCE OF 878 FT. PASS A SET 1/2" INCH REBAR AND CONTINUE FOR A TOTAL DISTANCE OF 978.00 FT. FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of March, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of March 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

NORMA A. CANTU, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6382	
From: JOEL RIVERA			
Subject: Approval to purchase (and issue to) Honorably Retired Peace Officer Captain Jose A Coronado's service weapon, a Glock Gen 4 Model 22 (.40) used handgun with serial number WXN040 for the amount of \$271.50, as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: TEXAS GOVERNMENT CODE SEC. 614.051 Purchase of Firearms by an Honorably Retired Peace Officer: (a) An individual may purchase a firearm from a governmental entity if: (1) the individual was a peace officer commissioned by the entity; (2) the individual was honorably retired from the individual's commission by the entity; (3) the firearm had been previously issued to the individual by the entity; and (4) the firearm is not prohibited under Section 46.5 (Prohibited Weapons), Penal Code. (b) An individual may purchase only one firearm from a government under this section.			
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):			
ROXANNE SAAVEDRA ROBERT LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Weapon Buy Back March 1 2023			
Responsibilities upon Approval:			

Weslaco Police Department
Officer Weapon Buy Back Information

Complete one form for each weapon

Date March 1, 2023

Officer Name Jose A Coronado

ID# 1649

If using a credit card you must provide your CC billing address not Department address.

Address 901 N. Airport Dr.

City Weslaco

Zip 78596

Phone Number 956-968-8591

Cell

Department Weslaco Police Department

Weapon MFG Glock Gen 4

Model 22 (.40)

SER# WXN040

COST \$271.50

Method of Payment: ☐ Credit Card ☐ Check# ☐ MO#

If paying by check, please provide DL#

& DOB

Department Letter Head attached?: ☐ YES ☐ NO

Credit Card number

Type MC Visa AMX Disc Exp Date

CC Security Code

If shipping to FFL complete below and attach a copy of FFL Certificate

FFL NAME _____

ADDRESS _____

CITY _____ ZIP _____

PHONE _____

*Department letterheads are only to be used to purchase weapons that will be used in the performance of official duties. Firearms may not be purchased with the intent of transfer or resale.



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6402	
From: ROBERT LOPEZ			
Subject: Approval to purchase Fortinet software from IK Network Solutions for an amount not to exceed \$52,223 which will be fully reimbursed by the FY23 State Homeland Security Program (SHSP) - Regular Projects Grant #4508001 with no match and no recurring costs required and authorize the Mayor to execute any related documents. (Police Department and IT Department.)			
Background: The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.			
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: Resolution 2022-12 was approved on 02/01/2022.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended staff.			
Staff Recommendation: Approve.			
Attachments, if any: Resolution 2022-12 Grant 4508001			
Responsibilities upon Approval:			

RESOLUTION NO. 2022-12

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2022 State Homeland Security Program - Regular projects (SHSP-R) be operated for 2022 through 2023; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - 2022 State Homeland Security Program - Regular projects (SHSP-R) application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

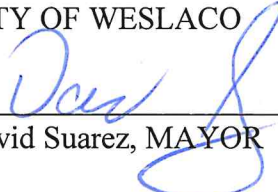
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for 2022 State Homeland Security Program - Regular projects (SHSP-R) to the Office of the Governor.

Grant Number: 4508001

Passed and approved this 1st day of February 2022.

CITY OF WESLACO



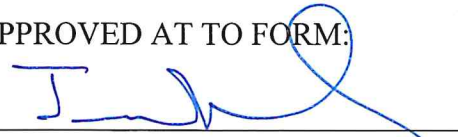
David Suarez, MAYOR

ATTEST:



Norma A. Cantu, City Secretary

APPROVED AT TO FORM:



Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6399	
From: OMAR RODRIGUEZ			
Subject: Approval to accept donation of materials, and services to stripe and paint the Baseball/Softball Complex parking lot at Harlon Block Park as solicited by the Weslaco Little League. (Staffed by Parks and Recreation Department.)			
Background: The Weslaco Little League has received sponsorship in exchange for services to stripe and paint the adjacent parking lot to the baseball/softball complex.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6430	
From:			
Subject: Approval to solicit Requests for Proposals (RFP) for Fireworks Display for the 4th of July Celebration and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6431	
From: Maggie Perez			
Subject: Approval to apply to The Department of Homeland Security Fire Prevention and Safety Grant Program for the amount not to exceed \$32,033.72 with 5% match required and no recurring fees to purchase a Digital Fire Extinguisher Training System and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.)			
Background: This system is a great training tool for the public to get the practice they need to be able to use a fire extinguisher properly. The system can be used in doors and outdoors. It also gives different types of fire scenarios, from flammable gas, flammable liquids and other types of fires one may encounter. The system also has difficulty levels for even fire fighters to practice. It also keeps a training record.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Digital Fire Extinguisher Training System			
Responsibilities upon Approval:			



Realistic, hands-on fire extinguisher training

LASERS SIMULATE THE DISCHARGE OF
ACTUAL EXTINGUISHERS FOR A COMPLETELY
CLEAN, SAFE TRAINING EXPERIENCE

BULLSEYE™ DIGITAL FIRE EXTINGUISHER TRAINING SYSTEM

Don't let the first time they handle an extinguisher be during a real fire. Prepare them to successfully put out a fire using the BullsEye Digital Fire Extinguisher Training System.

TRAIN ANYWHERE.

The BullsEye allows you to train in places where emergencies may really occur, like schools, workplaces or the home. Training can now take place completely indoors, allowing you to train anywhere, anytime. With the BullsEye's quick connects, one person can plug the system in, set it up and be ready to train in just one minute. Quickly relocate the system during training to change up the evolution and test your trainees' skills.

TEST THEIR SKILLS.

Make sure they're prepared for a real fire by testing their skills – sensors allow the BullsEye to sense trainees' actions and respond like a real fire. The flames

will only subside and go out if the trainee uses the proper **P.A.S.S.** (Pull the extinguisher pin. Aim the nozzle low at the base of the fire. Squeeze the lever above the handle. Sweep the nozzle from side to side.) method. BullsEye extinguishers are set to discharge for the same amount of time as a real extinguisher, and are weighted accordingly 5lb (2.5kg), 10lb (6kg) or 20lb (9kg) to closely simulate actual extinguishers. Smoke generators emit the proper amount of smoke based on the size of the fire and time since ignition to further enhance the realism of the evolution.

SPEND MORE TIME TRAINING, LESS TIME CLEANING UP.

The BullsEye uses lasers to simulate the discharge of actual extinguishers for a completely clean and safe training experience. Similarly, our training smoke does not leave a residue, so your trainees can enjoy effective training without the hazards of conventional extinguisher training.



AVAILABLE PRODUCTS: A. R.A.C.E. Station B. BullsEye Extinguisher Carrying Case C. BullsEye Laser Extinguishers D. NFPA "Fire Extinguishers at Work" DVD E. Power Supply F. BullsEye Panel G. Standard Remote H. BullsEye Transport Case I. iPad & Tablet Control J. SG1000 Smoke Generator (with battery base)

(Not Shown: 7X SmartExtinguishers, Recharge Accessories and Extingisher Carrying Case)

NOTE: Product availability and design may differ based on market location.

BULLSEYE™ DIGITAL FIRE EXTINGUISHER TRAINING SYSTEM

Specifications

PATENTED FEATURES

- Extinguishers:** Air/Water SmartExtinguishers® or waterless laser extinguishers interact with sensors embedded in the panel
- Extinguisher Sensing Control System:** Varies flames automatically based on SmartExtinguisher or BullsEye extinguisher input
- Combustible materials, flammable liquids, flammable gas and electrical fire class settings
- Difficulty level settings (Levels 0 -10)
- Custom training scenarios
- Electronic training records

PHYSICAL SPECIFICATIONS

- Overall Base Unit Dimensions:** 28 ½" x 26" x 4 ¾" (72 cm x 66 cm x 12 cm)

- Base Unit:** Stainless Steel
- Base Unit Weight:** 31 lbs. (14kg.)

CONTROLS

- Wireless IR remote
- Optional wireless touch screen tablet

SMARTEXTINGUISHER

- Air Pressure Connection:** Schrader Valve
- Recommended Pressure:** 100 PSI (690 kPa)
- Maximum Pressure:** 110 PSI (758 kPa)
- Minumum Pressure:** 90 PSI (620 kPa)
- Fill Volume:** 5X: 4 liters, 7X: 6 liters
- Volume/Trainee:** 5X: 0.80 liters, 7X: 0.85 liters

BULLSEYE EXTINGUISHER

- Infrared signal with green laser display
- Maximum Output:** 5mW
- Wave Length:** 532nm
- Class 3R laser product
- Speaker simulating extinguisher discharge

- Ultrasonic emitter for extinguisher distance detection
- Extinguisher type detection
- Rechargeable NiMH 7.2 V

BULLSEYE ENTINGUISHER CHARGER

100-240V AC, 50/60Hz, 0.6A input, 12V DC, 1.5A output

CLASSES OF FIRE (BY COUNTRY)

FUEL SOURCE	EN (US)	EN (UK)	DE	ES	FR	NL
Combustible Materials	Class A	Class A	Klasse A	Clase A	Classe A	Klasse A
Flammable Liquids	Class B	Class B	Klasse B	Clase B	Classe B	Klasse B
Flammable Gas	-	Class C	Klasse C	Gas Inflamable	Classe C	Klasse C
Electrical	Class C	Electrical	Elektrik	Clase C	Risques Electriques	Elektrisch

AVAILABLE PRODUCTS: A. R.A.C.E. Station B. BullsEye Extinguisher Carrying Case C. BullsEye Laser Extinguishers D. NFPA "Fire Extinguishers at Work" DVD E. Power Supply F. BullsEye Panel G. Standard Remote H. BullsEye Transport Case I. iPad & Tablet Control J. SG1000 Smoke Generator (with battery base)

(Not Shown: 7X SmartExtinguishers, Recharge Accessories and Extingisher Carrying Case)



NOTE: Product availability and design may differ based on market location.

Popular Packages

COMPONENT	BASE	PLUS	TRAINER'S	ULTIMATE
BullsEye™ Digital Fire Extinguisher Training System, V3 (Water-enabled option also available)	1	1	1	1
BullsEye™ Transport Case	1	1	1	1
BullsEye™ 2 kg/5 lb Dry Chemical Digital Laser Extinguisher	1	2	2	2
5X SmartExtinguisher	1	2	2	2
Extinguisher Transport Case*	1	1	1	1
Air Compressor with Accessories**	1	1	1	1
NFPA Fire Extinguishers at Work DVD		1	1	1
iPad with iPad Software Install		1	1	1
Training Record Management Software			1	1
Scenario Customization Software			1	1
R.A.C.E.™ Station			1	1
SG1000™ Smoke Generator with Wall Power Base				1
SG1000™ Smoke Generator Battery Base Only				1
Smoke Liquid (1 Liter)				1
Smoke Liquid (5 Liter)				1

* Extra carrying case is added when water-enabled BullsEye is selected

** Only available with water-enabled BullsEye™



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6436	
From: ANDREW MUNOZ			
Subject: Approval of Resolution 2023-26 amending Resolution 2023-20 State Legislative Agenda to include funding in the amount of \$5 Million for hangar expansion at the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ANDREW MUNOZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: R2320-26 amend state legislative agenda exhibit 1			
Responsibilities upon Approval:			

RESOLUTION NO 2023-26

A RESOLUTION AMENDING THE CITY OF WESLACO'S 2023 STATE LEGISLATIVE AGENDA.

WHEREAS, the City of Weslaco's 2023 State Legislative Agenda was adopted and approved on March 7, 2023 by Resolution No. 2320-20: and

WHEREAS, on March 10, 2023 a rider and funding proposal was filed to increase appropriations by \$5,000,000 in fiscal year 2024 for the purpose of hangar expansion at the Mid-Valley Airport in Weslaco, Texas.

WHEREAS, the city hereby ratifies action and amends the City of Weslaco's 2023 State Legislative Agenda to include language regarding funding in the amount of \$5 Million for the hangar expansion at the Weslaco Mid-Valley Airport as our number one priority funding request.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WESLACO, THAT:

Section 1. The attached City of Weslaco 2023 State Legislative Agenda is an accurate, though not exhaustive, list of City interests and priorities for the 2023 state legislative session as Exhibit 1 is adopted.

PASSED AND APPROVED on this 21st day of March 2023.

CITY OF WESLACO

ATTEST:

David Suarez, MAYOR

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

Exhibit 1

2023 Legislative Agenda

Operation Lone Star – Department of Public Safety

To increase appropriations by \$5,000,000 in fiscal year 2024 for the purpose of hangar expansion at the Mid-Valley Airport in Weslaco, Texas.

Cities are the level of government closest to the people it serves, and therefore decision-making authority should be placed at the municipal level whenever reasonable.

Weslaco

will:

- **SUPPORT** the continuation of existing eminent domain authority and related tools used for planning and development of projects serving a valid public purpose.
- **SUPPORT** measures to strengthen or restore municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use.
- **SUPPORT** maintaining the ability of municipal government to participate in utility rate cases on behalf of their residents.
- **SUPPORT** strengthening the ability of cities to regulate the placement of pipelines and drilling sites within their municipal boundaries.
- **SUPPORT** revising or eliminating outdated print advertising mandates for cities.
- **SUPPORT** legislation protecting the ability of local government officials to use public funds to communicate with legislators and state agencies on matters of public interest, as well as pay membership dues to organizations that hire lobbyists.
- **SUPPORT** legislation that would amend state requirements to create a more efficient and reasonable schedule for developing the city budget, including provisions that would hold appraisal districts accountable for reporting deadlines.
- **SUPPORT** legislation that would amend provisions of HB-3167, enacted during the 2019 legislature, to provide that the governing body may delegate to one or more officers or employees the authority to approve, deny, or conditionally approve plans; and to give the applicant discretion to waive the deadline for a response, including allowing an extension on a plat application.
- **OPPOSE** legislation that would erode local authority over land uses.
- **OPPOSE** legislation that would restrict or hinder a city's ability to annex property located within its ETJ.
- **OPPOSE** legislation that would erode or invalidate a city's ability to establish and enforce reasonable business regulations.
- **OPPOSE** legislation that would further erode local control related to retirement issues for municipal employees.

Providing quality municipal services to residents requires the ability to generate adequate revenue to pay for those services. The City Commission carefully balances tax rates, with the high-quality services our citizen's demand.

- **SUPPORT** efforts to require reporting of actual sales prices in real estate transactions as a step toward a more equitable appraisal process for property tax purposes.
- **SUPPORT** legislation that would close the “dark box” loophole being used by some large retailers to artificially devalue commercial properties for tax purposes, a process that has the effect of shifting a disproportionate property tax burden onto homeowners.
- **SUPPORT** refining the current ability of commercial property owners to select comparison properties during the property appraisal process, establishing standards to ensure the comparable properties are a fair comparison and accurately reflect the local real estate market.
- **SUPPORT** maintaining and expanding all economic development tools available to cities so Texas cities can remain competitive with cities outside the state.
- **SUPPORT** measures that would expand allowable uses of PEG fee revenue to include operations and staffing related to video production and broadcast.
- **SUPPORT** legislation that creates flexibility in the use of Hotel Occupancy Tax revenue to allow that an amount up to a fixed percentage of total annual HOT revenue may be used in support of parks and recreation facilities with a documented tourism impact.
- **OPPOSE** any measure that would re-direct existing local revenue to the state.
- **OPPOSE** any legislation that would increase or expand appraisal caps.
- **OPPOSE** any legislation that would erode local taxing authority, including measures that would create new obstacles to funding sources or that would restrict the use of existing revenue streams.
- **OPPOSE** any legislation that would change the definition of “debt” or restrict certain debt types from inclusion in the debt service property tax rate calculation.
- **OPPOSE** any legislation that would erode the concept of “fair market” appraisals.
- **OPPOSE** any increased state fees, or reallocation of existing fees, on municipal court fines and proceedings, or any legislation that would have the effect of requiring municipal courts to collect revenue for the state.
- **OPPOSE** any legislation that would create new sales tax exemptions, expand current exemptions, or expand the annual “sales tax holiday.”
- **OPPOSE** any reduction in local sales tax authority, either the current local sales tax cap or currently authorized uses

Public parks are popular recreation options for residents. Multiple studies also have shown that a well-maintained park system has positive economic impacts on a community. State funding of parks secures the viability of parks, and it has a direct positive impact on local parks that residents value.

- **SUPPORT** expanded state and federal funding to assist with creating, maintaining, and operating local parks and trail systems.
- **SUPPORT** ensuring that parks and recreation agencies are included as eligible partners and beneficiaries in any strategy or guideline aimed at benefiting healthy lifestyles, creating safe zones, increasing physical activity, conservation, or preservation.
- **SUPPORT** legislation and funding for programs that improve mental health through parks and recreation.
- **SUPPORT** expanding options for parks, recreation, open space, and trails on utility corridors, to include waiving all liability for those purposes to the utilities.

- **SUPPORT** increasing local access to pass-through federal dollars for parks and related uses.

Police, fire, and emergency medical care are among the most important services a city provides its residents. Those services often represent the majority of a municipality's budget.

Weslaco

will:

- **SUPPORT** clarifying the authority of municipalities to enact residency restrictions on registered sex offenders.
- **SUPPORT** measures that would prioritize the production of public safety vehicles in the manufacturing supply chain.
- **SUPPORT** new direct or grant funding from the state for crisis intervention, de-escalation, implicit bias, and other best practices training for certified peace officers.
- **SUPPORT** state funding to improve police officer wellness, with an emphasis on suicide prevention.
- **SUPPORT** legislation that would dedicate increased and stable funding to cities and school districts for measures related to campus and student safety and security.
- **SUPPORT** measures that would enhance the state's mental health system including increased funding to mental health providers who provide community-based services, and increased capacity for in-patient mental health treatment.
- **SUPPORT** discontinuing the redirection of dedicated telephone taxes to purposes other than 911 services.
- **SUPPORT** seeking assistance from the state in the form of opt-in programs to help local governments protect electronic databases from criminal breach, including state funding mechanisms to assist with cybersecurity priorities.
- **SUPPORT** legislation that would create a database for rejected peace officer applicants and decertified officers and make that database available to law enforcement agencies.
- **SUPPORT** legislation that would revise Texas Local Government Code, Chapter 143, to remove barriers to holding unfit officers accountable while maintaining their due process rights.
- **SUPPORT** legislation that would standardize "Use of Force" policies in Texas using the Texas Best Practices Recognition program as a model.
- **SUPPORT** legislation that would prevent an NCIS-prohibited person from obtaining, possessing, or accessing a firearm in Texas.
- **SUPPORT** making it an offense for a person to post on a publicly accessible website the residence address or telephone number of an individual the actor knows is a public servant or a member of a public servant's family or household.
- **OPPOSE** legislation that would compromise police officer safety.
- **OPPOSE** legislation that would create an expectation for local law enforcement agencies to enforce federal immigration law.
- **OPPOSE** any legislation that would subject local police to criminal charges for enforcing federal firearms laws or subject any city that allows such enforcement to a lawsuit by the state's attorney general or to punitive reductions in state funding.
- **OPPOSE** legislation that would permit first responders other than certified peace officers to carry a firearm while on the job.

Weslaco is a city that celebrates its ethnic, cultural, and economic diversity. We believe Texas should be a place of tremendous opportunity that is equally accessible to all persons regardless of race,

ethnicity, religious beliefs, sex, gender identification, or economic status. This requires the state to aggressively protect the rights of all Texans.

Weslaco

will:

- **SUPPORT** enacting state regulation to prevent exploitative payday and vehicle title lending and to subject these businesses to appropriate state banking regulations.
- **SUPPORT** legislation that would apply residential eviction processes to residents in an extended stay hotel property who have applied for and received an exemption from Hotel Occupancy Tax
- **SUPPORT** developing plans and dedicating resources needed for greater broadband connectivity, especially in low-income areas, to enhance access to public education, healthcare, employment, news, and information.
- **SUPPORT** legislation that improves racial equity in all sectors of the state including education, employment, healthcare, housing, and criminal justice
- **SUPPORT** measures that would provide state funding and support for affordable housing initiatives, including grant and incentive programs to developers, and measures that would cap yearly rent increases for low-income and fixed income renters.

Transportation is a key factor in the future viability of our community. Roads provide a vital network that connects Weslaco to the region and the state. Funding those needs is a crucial investment in the future of Weslaco, Texas.

Weslaco

will:

- **SUPPORT** providing increased and consistent state funding to build and maintain a high-quality, efficient highway system.
- **SUPPORT** ending the diversion of transportation revenues to non-transportation purposes.
- **SUPPORT** providing greater flexibility for cities to fund local transportation projects, including potential new state funding sources for important local and regional roads and trail systems.
- **SUPPORT** measures to strengthen or restore municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use.
- **SUPPORT** allowing voluntary “complete streets” participation by cities, but not imposing mandatory “complete streets” requirements on cities.
- **SUPPORT** the United States Department of Transportation’s Recreation Trails Program and similar programs at the state or federal level.
- **SUPPORT** accessibility so long as it does not impose an unfunded mandate on cities.
- **SUPPORT** expanding Type-A and Type-B Sales Tax use to allow an expanded use of funds for new roads and road maintenance.
- **OPPOSE** legislation that impedes local authorities from adopting, implementing, or considering ordinances that regulate traffic controls and safety in their communities.

Future viability requires the ability to provide for the long-term water supply needs of residents and businesses in Weslaco.

Weslaco will:

- **SUPPORT** fully funding the State Water Plan, and creating future state funding sources; limiting the number of loans issued by the state.
- **SUPPORT** fully funding hazard mitigation programs, drainage mitigation programs and emergency operations
- **OPPOSE** any legislation that would undermine city original jurisdiction and oppose any efforts to make local water rates subject to approval by any state agency.
- **OPPOSE** additional state “tap fees” or other state fees on municipal water systems.
- **OPPOSE** any legislation that might restrict Weslaco’s ability to continue providing a safe and reliable local water supply.



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6405	
From: Rosalinda Cavazos			
Subject: Discussion and consideration on Ordinance 2023-17 establishing Series 2023 Construction Fund and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-17. Possible action. (Staffed by the Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Ordinance.			
Attachments, if any: O2023-17 Series 2023 C.O Construction Fund			
Responsibilities upon Approval:			

ORDINANCE NO. 2023-17

AN ORDINANCE ESTABLISHING 2023 C.O. CONSTRUCTION FUND FOR THE SERIES 2023 CERTIFICATE OF OBLIGATION ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission determined the necessity for the construction and equipping of city – owned public property including improvements and equipment for the Public Safety Building, city streets, drainage, and street lighting, improvements to City parks, and payment of cost issuance on the certificates; and

WHEREAS, the city issued certificates on March 2, 2023, for beforehand projects; and

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

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the 2023 C.O. Construction Fund.

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

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

§XXX EXPENDITURES FROM THE SERIES 2023 C.O. CONSTRUCTION FUND; PROHIBITED EXPENDITURES.

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

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

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

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

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

PASSED AND APPROVED on first and final reading at a regular meeting of the City Commission this 21st day of March 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6339	
From:			
Subject: Discussion and consideration on Ordinance 2023-18 approving the franchise agreement with Texas Gas Service and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-18. Possible action. (Staffed by Asst. City Manager.)			
Background: Attached is the franchise agreement with Texas Gas Service for use of city right-of-way for the installation and service of existing gas lines throughout the city. The agreement is a standard 25-year agreement. Legal has reviewed the agreement and has no recommended changes. The franchise fee is 4% of gross receipts.			
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):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by Staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Ordinance 2023-18 TGS franchise agreement			
Responsibilities upon Approval:			

ORDINANCE NO. 2023-18

AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS TEXAS GAS SERVICE COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF WESLACO, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE, TRANSFEROR LEASE OF THE FRANCHISE; PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF WESLACO; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "City" means the City of Weslaco, in Hidalgo County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- B. "City Commission" means the City Commission of the City as the governing body of the City.
- C. "City Engineer" means the City Engineer of the City or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- D. "City Manager" means the City Manager of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.

- E. “City Secretary” means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- F. “Customer” means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- G. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- H. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- I. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- J. “Grantee” shall mean ONE Gas, Inc., an Oklahoma corporation acting by and through its Texas Gas Service Company division, and its successors and assigns.
- K. “Gross Receipts from Gas Sales” shall constitute and include Grantee’s total receipts from the sale, distribution or transportation of gas to Grantee’s Customers. Grantee’s Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas consumed or transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;
 - [8] receipts for compensation for damage to Grantee’s property;
 - [9] receipts from sales of materials, appliances or equipment, and

[10] receipts from any non-regulated utility or non-regulated services or products.

L. “Gross Receipts from Gas Transportation” shall constitute and include Grantee’s total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee’s Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:

[1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;

[2] receipts from gas transported by Grantee for its own use;

[3] bad debt or uncollected accounts;

[4] receipts collected for gas utility taxes;

[5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;

[6] receipts for construction advances or contributions in aid of construction;

[7] receipts for maintenance of appliances, machinery or equipment;

[8] receipts for compensation for damage to Grantee’s property; and

[9] receipts from any non-regulated utility or non-regulated services or products.

M. “Permit” means the authorization to Grantee:

[1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,

[2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and

[3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.

N. “Public Ways” means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City, whether dedicated or not.

- O. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City.
- P. “Transport Gas” means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.
- Q. “Utility Regulated Service Charges” shall consist of charges for services (but not for natural gas sales or transportation services) that:

[1] Grantee provides to its Customers located within the corporate limits of the City and

[2] which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority.

Such Utility Regulated Service Charges shall not include receipts by Grantee from its Customers in the City, if applicable, for appliance sales, appliance light-ups, maintenance of Customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

SECTION 2. GRANT OF FRANCHISE

- A. The Grantor hereby grants to Grantee for the term of twenty-five (25) years from the passage and approval of this Ordinance and the filing of a written acceptance by the Grantee, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee’s System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.

- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended.

SECTION 3. FRANCHISE ASSIGNMENT, SALE, TRANSFER OR LEASE

Grantee is expressly given the power and privilege to sell, transfer, lease or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

A. Grantee's System shall be erected, placed, and laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, least interfere with other public uses of the Public Ways. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.

B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains hereunder, and before commencing its new construction work on mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee as shown on the plan. If the City Engineer, or other proper authority, does not respond within ten (10) calendar days, the Permit shall be deemed approved.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Travis County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- C. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.
- D. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the operative date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.

B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement. Grantee will provide the Grantor its appropriate cost and expense documentation prior to the filing of the application.

C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.

D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

SECTION 8. INDEMNIFICATION

Grantee shall indemnify, save and hold City harmless from and against any and all claims for damages for which the City shall or might become liable to the extent caused by any negligent act or omission of Grantee, its agents or contractors in the construction and operation of the System; provided, however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any claim or liability resulting from the acts, omissions, or negligence of the City, its employees, agents or contractors.

Grantee's undertakings shall be subject to its ability, by use of due diligence and normal business methods, to obtain and place in service the necessary materials and facilities. Moreover, Grantee shall be excused from failure or delay in performing such obligations if and to the extent occasioned by an act of nature or "act of God," fire, explosion, flood, act of a public enemy, contagion or contamination hazardous to human life or health, legal restraints, labor difficulties, material shortages, interruption or deficiency of gas supply not attributable to default of Grantee or, without limitation, any other cause or combination of causes not reasonably within Grantee's ability to anticipate or control. The Company shall notify the City promptly and in no case less than thirty days of its intent to utilize this provision of this Ordinance.

SECTION 9. GRANTEE'S RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City, and as provided herein.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section. Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its

records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- (1) Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to four percent (4%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City; plus, Gross Receipts from Utility Regulated Service Charges. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- (2) Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City in January and July for the preceding six months. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.

It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity (other than Grantee) providing gas sales or gas transportation service

to Customers within the City is subject to a lesser franchise fee than is required to be collected and paid by Grantee in this Ordinance, then with respect to such gas sales or transportation service to those Customers, Grantee's Franchise Fee obligation on sales or transportation service to those Customers will be reduced to a rate equal to the franchise fee rate required to be paid by such other entity.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. EFFECTIVE DATE AND TERM

This Ordinance shall take effect and be in full force from and after its final passage, by the City Commission and the expiration of thirty (30) days from the last publication of the Ordinance and the acceptance hereof in writing by Grantee as herein provided. This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty-five years from the effective date.

SECTION 15. ACCEPTANCE BY GRANTEE

Grantee shall have sixty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

SECTION 16. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 17. PUBLICATION

Before such ordinance proposing to make any grant for franchise or privilege to any applicant to use or occupy any street, avenue, alley or any other public ground belonging to or under the control of the city, shall become effective, publication of said ordinance, as finally proposed to be passed, shall be made in some legal newspaper published in the City of Weslaco, once a week for three (3) consecutive weeks, which publication shall be made at the expense of the applicant desiring said grant, and said proposed ordinance shall not thereafter be changed unless again republished as in the first instance.

SECTION 18. SEVERABILITY

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

READ, PASSED, ADOPTED AND APPROVED on first and final reading by the City Commission of the City of Weslaco, Texas, this 21st day of March, 2023.

DAVID SUAREZ
Mayor

ATTEST:

NORMA A. CANTU
City Secretary

APPROVED:

JUAN E. GONZALEZ
City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this _____, 2023.

TEXAS GAS SERVICE COMPANY, a division of ONE Gas, Inc.

By: _____
ALEJANDRO LIMON
Vice President-Operations, Texas Gas Service Company



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6427	
From: ANDREW MUNOZ			
Subject: Discussion and consideration to amend the agreement for Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Mid Valley Estates Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: NAWSC signature AMENDMENT TO AGR -BO SERV AREA			
Responsibilities upon Approval:			

AMENDMENT TO AGREEMENT FOR BUYOUT OF SERVICE AREA

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

1. This amendment (the "***Amendment***") is made by the City of Weslaco, 255 S. Kansas Ave. Weslaco, Hidalgo County, Texas 78596 ("***City***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***North Alamo***"), parties to the **Agreement for Buyout of Service Area** dated July 19, 2022 (the "***Agreement***"), a true and correct copy attached hereto as Exhibit "A" and incorporated herein for all purposes.

2. The Agreement is amended as follows:

The Purchase Price is hereby amended to be **Sixty-two Thousand Nine Hundred Twenty-eight and No/100ths (\$62,928.00) Dollars.**

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Amendment as of the 15th day of February, 2023.

CITY OF WESLACO

**NORTH ALAMO WATER
SUPPLY CORPORATION**

By: _____
David Suarez
Mayor

By: _____
Steven P. Sanchez
General Manager

Attest:

Norma A. Cantu, City Secretary

Approved as to form:

Approved as to form:

Juan E. Gonzalez
City Attorney for Weslaco, Texas

Richard W. Fryer
Attorney for North Alamo Water
Supply Corporation

CORPORATE ACNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared David Suarez, being known to me to be the person described in and who executed the foregoing instrument as Mayor of the City of Weslaco, Texas, the municipality therein, and acknowledged that he executed the same as such an officer, in the name of and for and on behalf of the said municipality.

IN WITNESS WHEREOF I hereunto set my hand ad affixed by official seal this day of _____, 2023.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared Steve P. Sanchez, being known to me to be the person described in and who executed the foregoing instrument as General Manager for North Alamo Water Supply Corporation, the corporation therein, and acknowledged that he executed the same as such an officer, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand ad affixed by official seal this day of _____, 2023.

Notary Public in and for the State of Texas



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6389	
From: Albert Aldana			
Subject: Discussion and consideration of approval to request statement of qualifications (RFQ) for construction materials testing services from qualified consultants and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Albert Aldana Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 03-21-23CC_CMT RFQ			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

March 15, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

RE: Authorization to Solicit RFQs for CMT Services Contracts

This item seeks your approval to solicit RFQs for a new two-year rotation basis contract with three Geotechnical Services consultants to provide construction materials testing and Geotech services for new proposed subdivisions and internal city projects.

We presently have three consultants on a rotation-basis namely, B2Z Engineering, MEG Engineers, and PSI. These firms were awarded a two-year contract in 2020 and a one-year extension in 2022. The current contracts expire on May 11, 2023. We would like to have the selected consultants under contract by the middle of May of this year.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

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



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6404	
From: David Arce			
Subject: Discussion and presentation regarding a new Vac Truck for wastewater in 2024, to continue the mile by mile lease program and authorize the Mayor to execute any related document. Possible action. (Staffed by Public Works Department.)			
Background: We currently have a 2018 Freightliner Chassis w/Vactor 2100i Body that the city is leasing for about \$70,000 a year for 5 years and next February our lease will expire. We are bringing this item to commission to consider renewing a lease on a new truck, because the lead time for trucks has been a year or more. We have a few options: 1. to buy our current truck for \$210,000. 2. Renew the lease for 2024 so Kinloch can place the order for the truck now.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: Memo 2023 VAC TRUCK RENEWAL, VACTOR CONTRACT, VACTOR INVOICE, KS STATE BANK 23-1362 WIRE PMT REQUEST, Weslaco Vactor 2100i TIPS Proposal 3.15.23, Weslaco Vactor 2100i Mile After Mile Proposal 3.15.23			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: March 21, 2023

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: VAC TRUCK LEASE RENEWAL

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

We currently have a 2018 Freightliner Chassis w/Vactor 2100i Body that the city is leasing for about \$70,000 a year for 5 years and February 2024 our lease will expire. We are bringing this item to commission to consider renewing a lease on a new truck, because the lead time for trucks has been a year or more. Throughout the year we have had several demo trucks and we like the service we have with our current vendor. If they are not able to fix it, they bring us a demo, so that we can continue servicing our residents. This has happened twice in the last 2 years.

Staff Recommends Approval.

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Weslaco, Texas
255 South Kansas Avenue
Weslaco, Texas 78596

Obligee

Republic First National Corporation
2525 West State Road 114
Rochester, Indiana 46975

Dated as of January 18, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract, including the Act; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms. Obligor is a municipality, county, school district, conservation and reclamation district, hospital organization, or other political subdivision of the State of Texas so as to constitute a "governmental agency" under Section 271.005 of the Texas Local Government Code, as amended ("Act").
- (d) The Equipment listed in Exhibit A constitutes "personal property" under the Act in that it is personal property in the nature of appliances, equipment, or furnishings, or an interest in such type of personal property. The Equipment may be movable or fixed personal property, however the Equipment cannot constitute a permanent, immovable improvement. The Obligor may include materials and labor incidental to the Equipment as part of the Equipment in Exhibit A.
- (e) Obligor shall use the Equipment only for essential, traditional government purposes.
- (f) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (g) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (l) Obligor hereby pledges from legally available funds an amount sufficient to provide for the payment of the Contract Payments due under this Contract and such legally available funds have been pledged irrevocably for such payment.
- (m) The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year from legally available funds.
- (n) Obligor is unaware of any pending or threatened litigation before any state or federal court which would affect (1) the authority of the Obligor to enter into this Contract or (2) the authority of the Obligor to pledge the legally available funds to the payment of the Contract Payments due under this Contract. If Obligor should become aware of such pending or threatened litigation, Obligor shall notify Obligee immediately.
- (o) The meeting at which this Contract was adopted was open to the public, and the public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.
- (p) Obligor shall comply with any procurement laws applicable to the Obligor under the laws of this State.

- (q) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (r) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (s) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligees and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligees and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligees shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments from the legally available funds, as referenced in Section 4.01 below, exclusively to Obligees or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligees or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligees shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligees shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligees hereunder have been received, Obligees will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligees then Obligees will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Appropriation of Money

Section 4.01 Appropriation. Obligor shall be obligated to appropriate from legally available funds sufficient money in each Budget Year to make all the Contract Payments for the Original Term and each successive Renewal Term as each Contract Payment comes due. Obligor hereby pledges such revenues, funds, or taxes which constitute legally available funds, within the limits prescribed by law, that is sufficient to provide timely payment of the Contract Payments when due. Such legally available funds shall be made payable from all or any part of any revenues, funds, or taxes available to Obligor for its public purposes in accordance with Section 271.005 of the Texas Local Government Code. If Obligor fails to make an appropriation of money to make any Contract Payment, then an Event of Default will be deemed to have occurred as set forth under Section IX below. This Contract represents a binding and enforceable promise to pay in accordance with the terms herein by the Obligor.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligees with a certificate of Insurance which lists the Obligees and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligees in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligees from liability and property damage in any form and amount satisfactory to Obligees.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligees with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligees and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligees or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligees or its assignees. Obligor shall furnish to Obligees certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligees, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligees, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligees.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligees for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligees that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligees in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligees such documents as Obligees may request to evidence the passage of legal title to the Equipment to Obligees.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligea a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligea, whether offered prior to or subsequent hereto, also secures this obligation. Obligor hereby also pledges such revenues, funds, or taxes which constitute legally available funds in accordance with 271.005 of the Texas Local Government Code, within the limits prescribed by law, that is sufficient to provide timely payment of the Contract Payments when due. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligea to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligea. All of Obligea's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligea at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligea or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligea approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligea shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligea is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligea or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligea deems necessary or appropriate to protect Obligea's interest in the Equipment and in this Contract. Obligor shall allow Obligea to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligea that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligea may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligea, unless Obligea agrees in writing to an extension of time. Obligea will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligea under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligea.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligea shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligea may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the Contract Term to be immediately due and payable.
- (b) With or without terminating this Contract, Obligea may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligea to a location specified by Obligea. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligea may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligea has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligea may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligea for all costs incurred by Obligea in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligea is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligea in the event of a default by delivering the Equipment and any additional collateral to the Obligea to a location accessible by common carrier and designated by Obligea. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligea all tangible items constituting such software. At Obligea's request, Obligor shall also certify in a form acceptable to Obligea that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligea and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligea by a common carrier unless the Obligea agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligea's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligea. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligea the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligea it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligea to sell or lease it to a third party and be free of all liens. If Obligea reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligea may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligea for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligea, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligea. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligea shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Default. If an event of default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

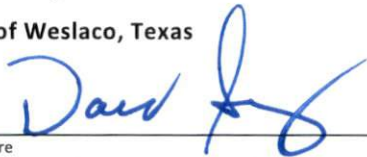
Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Weslaco, Texas

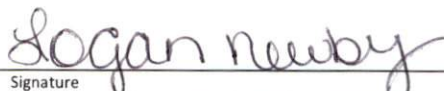


Signature

David Suarez, Mayor

Printed Name and Title

Republic First National Corporation



Signature

Logan Newby, Assistant Secretary

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2019 Vactor 2100i Body, SN: 18-03V-17293 Mounted on 2018 Freightliner Chassis, VIN: 1FVHG3FE5KHKK8748

Physical Address of Equipment after Delivery : 255 S. Kansas Ave., Weslaco, TX 78596

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

Date of First Payment: March 1, 2019
 Original Balance: \$434,278.00
 Total Number of Payments: Six (6)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Total Payment	Service Payment	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	1-Mar-19	\$70,552.00	\$12,000.00	\$58,552.00	\$2,290.34	\$56,261.66	\$387,517.63
2	1-Mar-20	\$70,552.00	\$12,000.00	\$58,552.00	\$17,088.19	\$41,463.81	\$343,691.30
3	1-Mar-21	\$70,552.00	\$12,000.00	\$58,552.00	\$15,213.82	\$43,338.18	\$298,199.57
4	1-Mar-22	\$70,552.00	\$12,000.00	\$58,552.00	\$13,254.73	\$45,297.27	\$250,979.15
5	1-Mar-23	\$70,552.00	\$12,000.00	\$58,552.00	\$11,207.07	\$47,344.93	\$201,964.36
6	1-Mar-24	\$209,639.00	\$0.00	\$209,639.00	\$9,066.85	\$200,572.15	\$0.00

City of Weslaco, Texas

Signature

David Suarez, Mayor

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

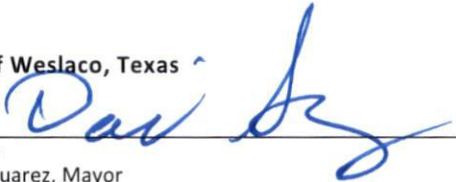
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments *paid prior to delivery* of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Weslaco, Texas



Signature

David Suarez, Mayor

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on 1/15/2019 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

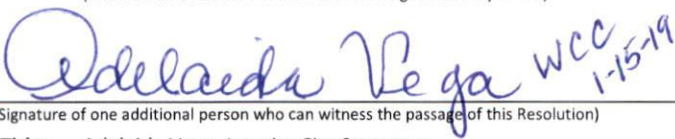
1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of January 18, 2019, between City of Weslaco, Texas (Obligor) and Republic First National Corporation (Obligee).
2. **Personal Property Finance Act.** The Governing Body of Obligor will enter into the Contract, together with all related documents, as authorized by the Public Property Finance Act, Subchapter A, Chapter 271, Local Government Code (the "PPFA").
3. **Pledge of Taxes.** For each year in which Contract Payments are due pursuant to the Contract, there shall be levied, as authorized by the PPFA, an ad valorem tax within the limits prescribed by law that is sufficient (together with other funds lawfully available to Obligor and applied for such purpose) to provide for the timely payment of Contract Payments when due.
4. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): David Suarez, Mayor
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

5. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: 
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: David Suarez, Mayor
(Printed Name and Title of individual who signed directly above)

Attested By: 
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: Adelaida Vega, Interim City Secretary
(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Weslaco, Texas



Signature

David Suarez, Mayor

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Weslaco, Texas.

City of Weslaco, Texas



Signature

David Suarez, Mayor

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor



Signature

Adelaida Vega, Interim City Secretary

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: Freightliner of Austin

Equipment: One (1) New Vector 2100i

Cost of Equipment: \$434,278.00

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

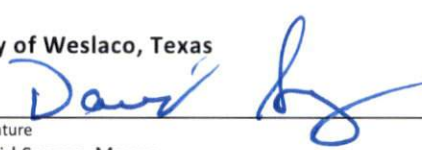
RE: Government Obligation Contract dated as of January 18, 2019, between Republic First National Corporation (Obligee) and City of Weslaco, Texas (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the *Obligor* (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of Weslaco, Texas



Signature

David Suarez, Mayor

Printed Name and Title

INVOICE

DATE SENT: 01-12-2023

BILL TO:
CITY OF WESLACO TEXAS
EMAIL: 3380577

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 1608
MANHATTAN, KS 66505
FOR INQUIRIES: (877) 587-4054
NOTE: The address listed above is for payments only

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3380577	80577-3-2023	03-01-2023	03-01-2023	\$70,552.00

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF JANUARY 18, 2019	PAYMENT AMOUNT: \$58,552.00 SERVICING: \$12,000.00
2019 VACTOR 2100I BODY MOUNTED ON 2018 FREIGHTLINER CHASSIS	
<i>Additional interest will be assessed on any payment received after the Due Date.</i>	
	\$70,552.00
	TOTAL DUE

www.weslacotx.gov

06167

ROSIE CAVAZOS- INTERIM FINANCE DIRECTOR

Purchase Order No.: 23-1362

INVOICE

DATE SENT: 01-12-2023

BILL TO:
CITY OF WESLACO TEXAS
EMAIL: 3380577

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 1608
MANHATTAN, KS 66505
FOR INQUIRIES: (877) 587-4054
NOTE: The address listed above is for payments only

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2019 VACTOR 2100I BODY MOUNTED ON 2018 FREIGHTLINER CHASSIS	
<i>Additional interest will be assessed on any payment received after the Due Date.</i>	
	\$70,552.00
	TOTAL DUE

EXHIBIT B

PAYMENT SCHEDULE

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Date of First Payment: March 1, 2019
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6	1-Mar-24	\$209,639.00	\$0.00	\$209,639.00	\$9,066.85	\$200,572.15	\$0.00

City of Weslaco, Texas

Signature

David Suarez, Mayor

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Homer Rhodes

From: KS StateBank Payments <payments@ksstate.bank>
Sent: Tuesday, January 17, 2023 8:04 AM
To: Homer Rhodes
Cc: KS StateBank AR; KS StateBank Payments
Subject: RE: Payment Invoice - 80577-3-2023

Our wire instructions are:

KS StateBank
1010 Westloop
Manhattan, KS 66502

ABA – 101101536
Account Number – 3380577



Hannah Williams | Payment Posting Associate
P.O. Box 69, Manhattan, KS 66505
p. 785-587-4000 x1244 | f. 785-587-4016

From: KS StateBank AR <ar@ksstate.bank>
Sent: Tuesday, January 17, 2023 7:57 AM
To: KS StateBank Payments <payments@ksstate.bank>
Subject: FW: Payment Invoice - 80577-3-2023

Please see request below!

Thank you,

Accounts Receivable
p. 877-587-4054 ext. 1320
ar@ksstate.bank

From: Homer Rhodes <hrhodes@weslacotx.gov>
Sent: Monday, January 16, 2023 10:09 AM
To: KS StateBank AR <ar@ksstate.bank>
Subject: RE: Payment Invoice - 80577-3-2023

cotx.gov

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*At KS StateBank, we provide Solutions for **YOU!**
Do you know someone that could benefit from our services?*

Time is money. Save both when
you open an account online.

Looking to start or grow your
business? We can help!

Access your personal branch
anytime with Online Banking.

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your
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Access your personal
branch
anytime with Online
Banking.



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Western Star 4700 Truck Chassis

For



PRODUCT DESCRIPTION

- 2100i with Roots 824-18" Hg. Blower, 12 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage - 4 Pipe
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump
- 1" Water Relief Valve
- Microstrainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- Tachometer & Hourmeter/Blower
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 7" Pipe
- Subframe Mounted, 2-Pipe Rack, 7"
- Low Water Alarm with Water Pump Flow Indicator
- Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge

ADDITIONAL FEATURES

- Stainless Steel Cage for Float Shut Off System
- Roots 824-18" Hg. Blower
- 180 deg. 10' x 15' Rapid Deployment Boom
- RDB Washout Coupling
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- Hydraulic Cooling Package
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Debris Body Washout
- 6" Rear Door Knife Valve w/ Camloc w/Port, 6:00 position
- Externally Mounted Trash Pump with Basket Intake Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack, Curbside, 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Final Filter and Silencer Ball Valve Drains
- Hot Shift Blower Drive (automatic transmission)
- Backpack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Rotatable Boom Inlet Hose
- Anti Splash Valve, Body Inlet
- Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- Hose Wind Guide (Dual Roller), Auto, Indexing
- Rodder Hose Pinch Roller
- High Pressure Hose Reel
- Front Hose Reel Tool Storage
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowboard
- Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
- Rear Mounted, LED Beacon Light w/ Limb Guard
- Front Mounted, LED Beacon Light w/Limb Guard
- H.A.L.O. (Handsfree Accessory Light Option)
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- Worklights (2), LED, Boom
- Work light, LED, Operators Station
- Work light, LED, Hose Reel Manhole
- Work light, LED, Curb Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Door Stripe Material, Reflective Tape, Blue
- Blower High Temperature Safety Shutdown

Module Paint Match Cab - No

Module Paint Color - Blue

Module Paint Color Code - N4636H

Cab Color - White

Door Stripe Color - White

Chassis Axle - Tandem
Certified Unit Weight Required - No

Total TIPS Cooperative Purchasing Contract Price F.O.B. Weslaco, TX: \$558,569.00

Product Model: 2100i
Proposal Date: 3/15/2023
Quote Number: 2023-52717

Price List Date: 3/15/2023
P.O. Number:
Payment Terms: Net due upon delivery
Proposal Notes:

- 1. Prices quoted herein are firm until 4.30.23.
- 2. The proposal is made as a matter of convenience. Per the state of Texas Motor Vehicle laws, any order generated as a result of this proposal needs to be made in favor of Doggett Freightliner of South Texas as the franchise motor vehicle dealer for Western Star trucks for the state of Texas under the TIPS Contract # 200206.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364





Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929



Mile After Mile™ Proposal

For The City of Weslaco





As an alternative to the traditional equipment acquisition model, we offer a turnkey “cradle to grave” equipment acquisition and operation solution that achieves the best of both worlds.....high productivity and low cost of ownership and operation. We call this program **Mile After Mile™**.

We are pleased to offer our proposal based on the Vactor 2100i combination sewer cleaner. Vactor is the North American market leader, enjoying just over 54% market share.

Essentially, this is what this program offers:

- Equipment built to the City of Weslaco’s specifications and requirements as outlined in the accompanying proposal.
- A five (5) year bumper-to-bumper warranty for both the truck chassis and sewer cleaner
- All repairs & maintenance included (except rodder hose)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour which I’ll explain later in this proposal.

This program is offered as a five (5) year lease with your choice of monthly or annual payments, a balloon payment at the end of the term with a guaranteed repurchase amount from Kinloch Equipment & Supply equivalent to the amount of the balloon payment resulting in net zero out of pocket to the City of Weslaco.

AQUISITION OPTIONS

Model	Vactor 2100i
Debris Body Capacity	12 Cubic Yards
Water Tank Capacity	1,500 Gallons
Vacuum System	Roots 824 18” Positive Displacement Blower
Boom	RDB 1015 (10’ Telescopic & 15’ Extendable)
Capital Cost	\$558,569.
Mile After Mile™ Program	
Five (5) Year Bumper to Bumper Warranty	Included
Five (5) Year Repair & Maintenance Agreement	Included
Free Loaner Equipment	Included
Payment Schedule	
Five (5) Annual Payments of	\$97,700.
OR	
Sixty (60) Monthly Payments of	\$8,348.



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Purchase Option

Upon the conclusion of the five (5) year lease term, the City of Weslaco has first option to purchase this equipment for \$277,835. The City is under no obligation to exercise this option and can opt to return the equipment to Kinloch Equipment & Supply, Inc. with no further financial obligation.

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year
- Minimum of 95% guaranteed equipment availability

Payment Frequency	Cost Per Productive Hour
Annual	\$51.42
Monthly	\$52.72

Prices quoted herein are in accordance with TIPS (The Interlocal Purchasing System) Contract # 200206.

This proposal is made as a matter of convenience. Any order desired to be placed in conjunction with this proposal must be made in favor of Doggett Freightliner of South Texas, LLC as only a franchise motor vehicle dealer may title, register, and plate new motor vehicles within the State of Texas. Doggett Freightliner of South Texas, LLC is the exclusive TIPS contract holder for the Western Star 47X chassis as offered in this proposal.

Prices quoted herein are firm until 4/30/23.

Sincerely,

Daniel J. Federico
Sales Manager



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6433	
From: David Arce			
Subject: Discussion and consideration to exercise the one year extension option with Frontera Materials for Street Materials and Asphalt Oil Express for MC30 oil and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: On March 18, 2022, we received 3 bids for various street materials. We have been pleased with the quality of material we have received this year from awarded vendors. All current companies have agreed to exercise the 1-year extension as stated on the original RFB 2021-22-17.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2023 Street Material Extension, Frontera Material renewal 2023			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: March 21, 2023

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: STREET MATERIALS RENEWAL

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

On March 18, 2022, we received 3 bids for various street materials. We have been pleased with the quality of material we have received this year from awarded vendors. All current companies have agreed to exercise the 1-year extension as stated on the original RFB 2021-22-17.

1. Frontera Materials for Hot Mix has gone down from \$94.00 to \$84.85 a ton.
2. Terra Firma Materials for caliche picked up and delivered and Frontera Materials Inc. as an alternate is a little increase from \$18.00 to \$19.60 a ton.
3. Asphalt Oil Express for MC30 oil priced stayed the same at \$6.50.

Staff Recommends Approval.



FRONTERA MATERIALS

Date: 3/3/2023

Phone: 956-968-3181

Quote Number: 1726

Customer Name: CITY OF WESLACO

Fax:

Address: 255 S. KANSAS AVE WESLACO, TX 78596

Email: pgarcia@weslacotx.gov/esauceda@weslaco

Job: 2023 BID PICKUP

Owner:

Job Description: CITY OF WESLACO

Prime Contractor:

Bid Date:

Material	FOB Location	Quantity	Units	Unit Price	Amount
4990 - Hot Mix Limestone	02 Progresso Hot Mix Plant	0.00	TON	\$ 75.00 (80)	\$0.00
0110 - Flex Base (Commercial)	22 490 Pit	0.00	TON	\$ 7.50 (7.00)	\$0.00
Tax Rate 0.00%:					\$0.00
Total:					\$0.00

Conditions: ** Taxes will be applied unless Resale or Tax Exemption Certificate is received prior to receiving material**

Total amount due is payable on or before the 10th of the month following receipt of materials.

Balances not paid by the 30th of the month following the date of purchase will be charged interest at the maximum amount allowed by law.

This quotation may be withdrawn if not accepted in writing within (30) days.

FRONTERA MATERIALS, INC.

BY: LIZ/BRANDON

Indicate your acceptance of this quotation by signing as provided below and returning to our office:

ACCEPTED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



FRONTERA MATERIALS

Date: 3/3/2023

Phone: 956-968-3181

Quote Number: 1725

Customer Name: CITY OF WESLACO

Fax:

Address: 255 S. KANSAS AVE WESLACO, TX 78596

Email: pgarcia@weslacotx.gov/esauceda@weslaco

Job: 2023 BID DELIVERED

Owner:

Job Description: DELIVERED HOT MIX/CALICHE Prime Contractor:

Bid Date:

Material	FOB Location	Quantity	Units	Unit Price	Amount
4990 - Hot Mix Limestone	02 Progresso Hot Mix Plant	0.00	TON	\$ 84.85 (94)	\$0.00
0110 - Flex Base (Commercial)	22 490 Pit	0.00	TON	\$ 19.60 (18.00)	\$0.00
Tax Rate 0.00%:					\$0.00
Total:					\$0.00

Conditions: ** Taxes will be applied unless Resale or Tax Exemption Certificate is received prior to receiving material**

Total amount due is payable on or before the 10th of the month following receipt of materials.

Balances not paid by the 30th of the month following the date of purchase will be charged interest at the maximum amount allowed by law.

This quotation may be withdrawn if not accepted in writing within (30) days.

FRONTERA MATERIALS, INC.

BY: LIZ /BRANDON

Indicate your acceptance of this quotation by signing as provided below and returning to our office:

ACCEPTED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6428	
From:			
Subject: Discussion and consideration for staff to solicit Statements of Qualifications for Architectural/Engineering Design services for the renovation and remodeling of the Weslaco Service Center and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.)			
Background: This year's budget includes \$150,000 to renovate and remodel the Service Center. Project scope as follows: 1. repair of the roof deck and replacement of the roof; 2. update HVAC system; remove ceiling; 3. paint the interior and exterior of building; 4. update restroom fixtures, cabinets and privacy dividers; 5. reinstall and level brick pavers located around the building.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any:			
Responsibilities upon Approval:			

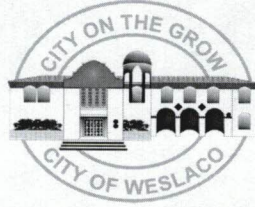


Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6429	
From:			
Subject: Discussion and consideration to approve an agreement with Digitech to administer the Charity Policy and process the Cost Report - ASSPP on behalf of the City of Weslaco at a fee of 6.5% of received collections and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Memo 23 0314 Digitech Client Services, Cost Reporting Agreement_Digitech_Weslaco_03.10.23			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

DATE: March 14, 2023
TO: David Suarez, Mayor
City Commission
FROM: Antonio Lopez, Fire Chief 
SUBJECT: Digitech Client Services

I am requesting approval of professional services agreement between DIGITECH and City of Weslaco. Digitech will be submitting the annual ambulance supplemental payment program charity care cost report on behalf of the City of Weslaco. Additionally, DIGITECH will provide recommendations on City of Weslaco's current charity care ("Charity Care") policy to optimize reimbursement and develop any related documentation including public notices and patient application forms, if applicable, for the City. DIGITECH will invoice City of Weslaco for services performed at a fee of **6.5% (six-point five percent)** of the total supplemental payment received by the city for the reporting period. DIGITECH will not invoice City of Weslaco for any portion of the fee until the final payment has been made from the State to the City.

Should you have any questions or concerns, please feel free to contact me.

Thank you.



AL/gr

COST REPORTING SERVICE AGREEMENT

This COST REPORTING SERVICE AGREEMENT, dated _____ ("Agreement") between **DIGITECH COMPUTER LLC ("DIGITECH")** maintaining its principal place of business at 480 Bedford Road, Building 600, 2nd floor, Chappaqua, NY 10514 and **CITY OF WESLACO ("CLIENT")** maintaining its principal place of business at 255 S. Kansas Avenue, Weslaco, TX 78596.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

- A. DIGITECH will provide CLIENT the services ("Services") specified in Rider A.

II. PAYMENT

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. DIGITECH shall invoice CLIENT based upon the fees described in Rider B and the invoicing information provided by CLIENT in Rider C.
- C. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
- D. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- E. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon forty- five (45) days prior written notice to CLIENT.

III. CONFIDENTIALITY

- A. With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider D and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all

information designated by CLIENT as “confidential”.

- C. CLIENT acknowledges and agrees that the software, and all other systems and documentation, including training materials, related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software and documentation developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider D and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

IV. TERM, TERMINATION AND RENEWAL

- A. The initial term (“Initial Term”) of this Agreement shall be three (3) cost reporting periods, commencing with the date of this Agreement.
- B. Provided that this Agreement has not been terminated, at the end of the Initial Term, this contract will automatically renew for two (2) successive cost reporting periods unless either party notifies the other party, in writing, at least ninety (90) days before the end of the then current cost reporting period that it elects to cancel this Agreement. DIGITECH, at its option, may send a renewal notice to CLIENT one hundred and twenty (120) days prior to the end of the then current cost reporting period stipulating new pricing for the next renewal period. If CLIENT does not agree in writing to the new pricing within thirty (30) days of the date of the renewal notice, then this Agreement shall be deemed terminated at the end of the then current cost reporting period.
- C. Except as otherwise provided in the Business Associate Agreement regarding a basis for termination for violation of the obligations of the Business Associate Agreement, either party may, upon thirty (30) days written notice, via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall

not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (E) above.

- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
 - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it: or
 - 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
 - 3. A party hereto is excluded from participation in any state and/or federal health care program; or
 - 4. The Business Associate Agreement between DIGITECH and CLIENT is terminated.
- E. Either party may terminate this Agreement, without cause, with 120 days prior written notice.
- F. Upon termination of this Agreement, DIGITECH will be entitled to receive compensation for the Services provided prior to the effective date of termination.
 - 1. If CLIENT terminates this Agreement for convenience **prior to** the completion or submission of a cost report, DIGITECH will invoice CLIENT at an hourly rate for the time spent to complete such cost report. DIGITECH will provide a detailed log of time spent on preparing such cost report at CLIENT's request.
 - 2. If CLIENT terminates this Agreement for convenience **after** the submission of a cost report, but prior to payment being received by DIGITECH, the parties agree that the fees contemplated herein, and in Rider B shall survive termination of the Agreement.

V. INDEMNITY AND LIABILITY

- A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors ("Indemnified Party") from and against losses, liability, fines, suits, demands, arbitration fees, damages and

expenses (including reasonable attorney's fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Agreement, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (D).

- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$3,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters identified under this Section.

VI. EXCLUSIVITY

- A. CLIENT agrees that all Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement.

VII. COMPLIANCE

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.
- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant to this

Agreement.

- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that it shall be responsible for verifying that none of CLIENT's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- G. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for cost reporting purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT.

VIII. INSURANCE

- A. During the term of this Agreement, DIGITECH shall maintain the following insurance coverages/policies:
 - 1. General liability insurance coverage (which shall include Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage) with limits no less than \$1M per occurrence and \$2M in the aggregate;
 - 2. Errors and omissions insurance coverage with limits of no less than \$3,000,000 per occurrence and in the aggregate;
 - 3. Cybersecurity coverage with limits of no less than \$5,000,000 per occurrence and in the aggregate;
 - 4. Employee dishonesty and crime with limits of no less than \$1,000,000 per occurrence and in the aggregate; and
 - 5. Workers comp with limits of no less than the statutory limits.
- B. Upon request, DIGITECH shall provide a Certificate of Insurance evidencing such coverage(s) to CLIENT.

IX. NOTICES

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed

given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Mark Schiowitz
President & CEO
Digitech Computer LLC
480 Bedford Road, Bldg. 600, 2nd floor
Chappaqua, NY 10514
Email: contracts@digitechcomputer.com

If to CLIENT:

Email:

X. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.
- B. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law or conflicts of laws, rules or provisions.
- C. The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association ("AAA"), under the AAA arbitration rules then in effect, before one (1) arbitrator in Hidalgo County, Texas. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.
- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this

subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.

- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement.
- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

[Signature page follows]

The parties hereto have executed this Agreement on the day and year first above written.

CITY OF WESLACO

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

RIDER A
DESCRIPTION OF SERVICES

This Rider is a part of the Agreement between **DIGITECH COMPUTER LLC (“DIGITECH”)** and **CITY OF WESLACO (“CLIENT”)**.

DIGITECH shall provide CLIENT with the services listed in Part 1 and Part 2 below:

Part 1: Ambulance Supplemental Payment Program Charity Care Cost Report

- 1) DIGITECH will provide recommendations on CLIENT’s current charity care (“Charity Care”) policy to optimize reimbursement and develop any related documentation including public notice and patient application forms, if applicable, for CLIENT.
- 2) DIGITECH will utilize propensity to pay analytical tools and other sources as approved by CLIENT to identify patients’ eligibility for Charity Care and maximize reimbursement.
- 3) DIGITECH will collaborate with CLIENT to ensure all eligible Charity Care claims are written off according to program guidelines.
- 4) DIGITECH will conduct comprehensive analysis of CLIENT’s billing reports, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Charity Care are screened and accurately accounted for in the cost report.
- 5) DIGITECH will work with CLIENT to collect data for the annual cost report. Upon request, CLIENT will provide DIGITECH with cost data, fixed asset register, indirect cost rate or cost allocation plan (if applicable), response data from Computer-aided dispatch (CAD), revenues by source, and other supporting data necessary for cost report preparation.
- 6) DIGITECH will conduct a thorough review of operational and administrative costs to determine 2 CFR Part 200 allowable costs on the cost report approved by HHSC.
- 7) DIGITECH will develop and apply appropriate cost allocation methodologies using the utilization data produced by CLIENT’s Computer Aided-Dispatch (“CAD”) system.
- 8) DIGITECH will submit the annual cost reports, on behalf of the CLIENT to Health and Human Services Commission (“HHSC”), that will allow CLIENT to realize incremental funds under the Ambulance Supplemental Payment Program.
- 9) DIGITECH will refine the cost reports and/or other items of cost based on the review from HHSC.
- 10) DIGITECH will provide Charity Care subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.

- 11) DIGITECH will draft responses, provide supporting documentation, and conduct comprehensive billing reconciliations as required during HHSC desk review process.
- 12) DIGITECH will work with CLIENT to present updates and status reports to CLIENT's administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.
- 13) DIGITECH will act as a liaison between HHSC and CLIENT to address any questions and keep CLIENT informed on changes in state and federal regulations.

Part 2: Medicaid Average Commercial Rate (ACR) Directed Payment Program

- 1) DIGITECH will keep CLIENT apprised of the approval and implementation process of the Average Commercial Rate ("ACR") Program for Medicaid.
- 2) DIGITECH will prepare fiscal impact analysis and present results to CLIENT to demonstrate benefits of the program.
- 3) DIGITECH will support and educate CLIENT leadership on ACR Program mechanics and intergovernmental transfer ("IGT") requirements.
- 4) DIGITECH will draft an application to allow CLIENT to enroll in the ACR Program.
- 5) DIGITECH will facilitate execution of agreements between CLIENT and State of Texas and, if applicable, managed care organizations, to ensure that CLIENT is eligible to receive ACR reimbursement.
- 6) DIGITECH will report to State of Texas the ACR and Medicaid data that supports the calculation of directed payments.

RIDER B

TERM AND COMPENSATION

DIGITECH will provide scope of services listed in **Rider A – Description of Services** for a period of three years with autorenewal options to extend Agreement for two additional one-year periods.

DIGITECH will invoice CLIENT for services performed a fee of **6.5% (six-point five percent)** of the total supplemental payment received by the CLIENT for the reporting period. DIGITECH will not invoice CLIENT for any portion of the fee until the final payment has been made from the State to the CLIENT.

In the unlikely event that audit findings result in a recoupment of supplemental payment revenues from CLIENT, DIGITECH agrees to return to CLIENT the portion of the fee that was paid on the amount being recouped.

RIDER C
CLIENT INVOICING INFORMATION

Mailing Address:	
Email Address (General):	
Email Address (Invoicing):	
A/P Contact Name:	
A/P Contact Phone Number:	
Tax ID:	

RIDER D
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”), is made and entered into by and between **CITY OF WESLACO (“Covered Entity”)** and **DIGITECH COMPUTER LLC (“Business Associate”)**. This Agreement shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information (“PHI”) (as defined in Article 1 of this Agreement) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Agreement is effective as of the effective date of the Cost Reporting Service Agreement (the “*Effective Date*”).

RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Cost Reporting Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Cost Reporting Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), all as amended from time to time (“HIPAA”), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the “HITECH Act”), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

- 1.1 Definitions.** For the purposes of this Agreement, the following defined terms shall have the following definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR §164.402.

Article 2: Duties of Business Associate

- 2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Cost Reporting Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d)

be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

2.3 Breach of Unsecured PHI.

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure (“Acquisition”) of Covered Entity’s PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate’s written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate’s written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

2.4 Permitted Uses of PHI. Satisfactory performance of its obligations under the Cost Reporting Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate’s obligations under the Cost Reporting Service Agreement (including this Agreement), as permitted or required under the Cost Reporting Service Agreement (including this Agreement), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

2.5 Permitted Disclosures of PHI. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate’s obligations under the Cost Reporting Service Agreement (including this Agreement), as permitted or required under the Cost Reporting Service Agreement (including this Agreement), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business

Associate discloses PHI to a third party in carrying out its obligations under the Cost Reporting Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 Retention of PHI.** Unless otherwise specified in the Cost Reporting Service Agreement, Business Associate shall maintain and retain PHI for the term of the Cost Reporting Service Agreement, and make such PHI available to Covered Entity as set forth in this Agreement.
- 2.8 Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Cost Reporting Service Agreement and this Agreement. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Cost Reporting Service Agreement or this Agreement as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days

after the date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

2.11 Access to Information. Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.

2.12 Availability of PHI for Amendment. The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Cost Reporting Service Agreement and maintained by Business Associate or its agents or subcontractors.

2.13 Accounting of Disclosures. Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Cost Reporting Service Agreement. At a minimum,

such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

2.14 Agreement to Restriction on Disclosure. If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.

2.15 Accounting of Disclosures of Electronic Health Records ("EHR"). If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

2.16 Access to Electronic Health Records. If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an

individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Agreement.
- 2.21 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Agreement, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its

responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Cost Reporting Service Agreement or this Agreement.

2.22 Return of PHI at Termination. Upon termination of the Cost Reporting Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Agreement shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.

2.23 Retention of PHI. Business Associate and its contractors or agents shall retain only those communications and documents required to be maintained by HIPAA for six (6) years after termination of the Cost Reporting Service Agreement.

2.24 Business Associate's Performance of Obligations of Covered Entity. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

3.1 Using Appropriate Safeguards. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Cost Reporting Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

4.1 Term. The provisions of this Agreement shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Agreement.

4.2 Termination by Covered Entity.

- (a) A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Cost Reporting Service Agreement and shall provide grounds for immediate termination of the Cost Reporting Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate the Cost Reporting Service Agreement pursuant to Section 4.2(a) of this Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Cost Reporting Service Agreement, if feasible or (ii) if termination of the Cost Reporting Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

4.3 Termination by Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Cost Reporting Service Agreement or this Agreement, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Cost Reporting Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

4.4 Termination by Either Party. Either party may terminate the Cost Reporting Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Article 5: Miscellaneous

5.1 Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

5.2 Change in Law. The parties agree to promptly enter into negotiations concerning the terms of the Cost Reporting Service Agreement (including this Agreement), and to negotiate in good faith, if, in either party's business judgment, modification of the

Cost Reporting Service Agreement (including this Agreement) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Cost Reporting Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Cost Reporting Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Cost Reporting Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Agreement will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Cost Reporting Service Agreement or this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Agreement are for convenience only, and shall not be used in interpreting this Agreement. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Cost Reporting Service Agreement and this Agreement, the provisions of this Agreement shall prevail. Any reference in this Agreement to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Cost Reporting Service Agreement.

CITY OF WESLACO

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: March 21, 2023		Agenda Item No. (to be assigned by CSO): 2023-6443	
From:			
Subject: Discussion and consideration on a proposed project by the Weslaco Economic Development Corporation for street widening improvements on Mile 9 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve as recommended by the Weslaco Economic Development Corporation.			
Staff Recommendation:			
Attachments, if any: MVIIP Memo for Widening Mile 9 - City Commission - March 21 2023, Construction of the Mile 9 N. Rd. Street Widening Improvements			
Responsibilities upon Approval:			



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO



Improvements & Widening of Mile 9 at the Mid Valley International Industrial Park

To: Mayor & City Commission
From: Steven Valdez
Through: EDC Board of Directors
Date: March 21, 2023
Re: Improvements & Widening of Mile 9 at the Mid Valley International Industrial Park

On February 20, 2023, the Economic Development Corporation of Weslaco (EDCW) Board of Directors held a special meeting to discuss and approve a construction contract for the improvements and widening of Mile 9 at the Mid Valley International Industrial Park.

During that meeting, the EDCW Board of Directors approved to award the construction contract to L & G Construction for an amount of \$2.1 million dollars.

The improvements and widening of Mile 9 at the Mid Valley International Industrial Park will be at no cost to the City of Weslaco.

The EDCW is recommending approval from the City Commission and Mayor to award and sign the construction contract to L & G Construction for the improvements and widening of Mile 9 at the Mid Valley International Industrial Park.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between The Economic Development Corporation of Weslaco

(hereinafter called OWNER) and L&G Concrete Construction, Inc.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified in the Contract Documents which specifically include, but are not limited to, Document 00700 – Standard General Conditions of the Construction Contract (the “General Conditions”). The Work is generally described as follows:

CONSTRUCTION OF STREET, DRAINAGE, AND TRAFFIC SIGNAL PUBLIC IMPROVEMENTS
ALONG MILE 9 N. RD.

1.02 Any change orders shall only be made in accordance with Article 11 of the General Conditions.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Mile 9 N. Rd. Street Widening Improvements RFB NO. SUB 21.004 – R2

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the ENGINEER who is herein after called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 TIME OF THE ESSENCE

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. The Work will be substantially completed within 300 days from the dates specified in the Notice to Proceed.

4.03 LIQUIDATED DAMAGES

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete, as shown on table below. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

Amount of Contract Range	Cost per Day
\$5000.00 to \$25,000.00	\$100.00
\$25,000.01 to \$100,000.00	\$200.00
\$100,000.01 to \$500,000.00	\$350.00
\$500,000.01 and over	\$500.00

*Inspection cost not included in this price.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.01. A below:
- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 SUBMITTAL AND PROCESSING OF PAYMENTS

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer/Owner as provided in the General Conditions.

6.02 PROGRESS PAYMENTS; RETAINAGE

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02. A. 1 below, unless agreed otherwise with ENGINEER. All such payments will be measured by the schedule of values established in Document 00405 – Schedule of Unit Price Work:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).

- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 FINAL PAYMENT

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.07 and upon approval by The Economic Development Corporation of Weslaco Board of Directors. All closing documents must be received by Owner's representative before a recommendation for final payment is given to The Economic Development Corporation of Weslaco Board of Directors.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolutions thereof by ENGINEER is acceptable to CONTRACTOR.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR has all applicable licenses and qualifications as may be required and necessary for the performance of the Work.
- K. CONTRACTOR is qualified to do business in the State of Texas and is (and will be) in good standing with the State of Texas.
- L. CONTRACTOR does not boycott Israel and will not boycott Israel during the term of the Contract.
- M. CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran, or a foreign terrorist organization.
- N. Pursuant to Chapter 2264 of the Texas Government Code, CONTRACTOR will not knowingly employ undocumented workers, as that term is defined in Section 2264.001 of the Texas Government Code.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 CONTENTS

- A. The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Written Amendments;
 - 2. Work Change Directives;
 - 3. Change Order(s).
- B. The documents listed in paragraph 9.01. A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 TERMS

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 ASSIGNMENT OF CONTRACT

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 SEVERABILITY

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

MILE 9 N. RD. STREET WIDENING IMPROVEMENTS
RFB NO. SUB 21.004 – R2
EDC OF WESLACO

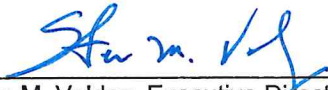
AGREEMENT

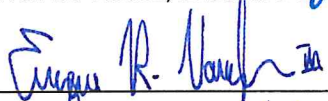
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

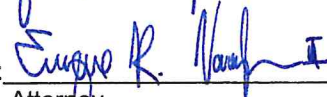
This Agreement will be effective on 3-13, 2023 (which is the Effective Date of the Agreement).

OWNER:

The Economic Development Corporation of Weslaco

By: 
Steven M. Valdez, Executive Director

Attest: 

As to Form: 
Attorney

Address for giving notices:

275 S. Kansas Avenue
Weslaco, Texas 78596

Designated Representative:

Name: _____

Title: _____

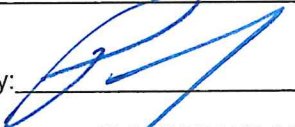
Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

L&G Concrete Construction Inc.

By: 

Attest:  [CORPORATE SEAL]

Address for giving notices:

2100 W. Expressway 83
Mercedes, TX 78570

License No. N/A
(Where Applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: J. Javier Mercado

Title: Project Manager

Address: 2100 W. Expressway 83-Mercedes, TX 78570

Phone: 956-565-6334

Facsimile: 956-565-1089

APPROVAL BY CITY OF WESLACO

The terms set forth in the foregoing contract were approved on motion duly made, seconded, and passed by the City Commission of the City of Weslaco, Texas, at a duly posted meeting with a quorum present in accordance with the laws of the State of Texas on the _____ day of _____, 2023.

EXECUTED This _____ day of _____, 2023.

CITY OF WESLACO, TEXAS

By: _____
DAVID SUAREZ, Mayor

ATTEST:

CITY SECRETARY

APPROVED:

CITY ATTORNEY

END OF DOCUMENT

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