



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 2, 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, May 2, 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) Recognition and swearing in of Officer Shayne - Weslaco Police Department's Community Support Service Officer.
 - 2) Proclamation proclaiming National Small Business Week April 30 - May 6, 2023.
 - 3) Proclamation proclaiming Municipal Clerks Week April 30 - May 6, 2023.

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. Weslaco Area Chamber of Commerce & Visitor Center.
- B. Weslaco Economic Development Corporation.

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 April 18, 2023.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2023-21 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held April 18, 2023; staffed by Finance Department.) Attachment.
 - 2) Approval on Ordinance 2023-22 to relocate an existing 15-foot utility easement located between Lots 17 through 20, Mid Valley Industrial Park #4 to a 10-foot utility easement located along the south property line of Lot 20, Mid Valley Industrial Park #4 and authorize the Mayor to execute any related documents. (First reading held April 18, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to renew the Summer Seamless Food Program, accepting meals at no charge from Weslaco Independent School District Food Services Department for distribution to school age children within the 2023 Summer Reading Program and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment.
- D. Approval to renew the Remote Birth Access contract with Department of State Health Services for the period of September 1, 2023 through August 31, 2027 and authorize the Mayor to execute any related documents. (Staffed by City Secretary Department.) Attachment.
- E. Approval of the Lease Agreement for the use of Mayor Pablo Pena City Park Baseball/Softball Fields 1, 2, & 3 for youth programs by the Boys & Girls Club of Weslaco from June 12, through July 21, 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.) Attachment.
- F. Approval of Lease Agreement with the Weslaco Youth Football League to use Harlon Block Sports Complex East and West sports fields for youth 7 on 7 and Flag Football program from May 29th through July 15th 2023 and authorize the Mayor to execute

any related documents. (Staffed by Parks and Recreation Department.) Attachment.

- G. Approval to solicit proposals from qualified insurance carriers for employer paid Group Life and AD&D Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.) Attachment.
- H. Approval to apply to the FY2023 COPS Hiring Program Grant to hire police officers to be assigned as School Resource Officers and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- I. Approval to apply to the FY2023 COPS School Violence Prevention Program to purchase communication equipment, a partnership with the Weslaco Police Department and the Weslaco Independent School District to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-35 appointing a member to the Planning and Zoning Commission for an unexpired term ending December 17, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration to approve final payment and release retainage in an amount not to exceed \$27,107 for Judge Gilbert Garza Soccer Fields project RFB No.: 2021-22-36 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- B. Discussion and consideration for staff to negotiate a contract with the top ranked firm in consideration of RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Municipal Swimming Pool and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- C. Discussion and consideration to grant a 10 foot AEP Electrical easement being a .048 acre tract of land out of Farm Tract 50, West Tract Subdivision, Hidalgo County, Texas to AEP Texas for Mayor Pablo Pena City Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- D. Discussion and consideration to submit a letter of intent with the Knapp Community Care Foundation in regards to funding for a park project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation and Grant Writer.)

- E. Discussion and consideration on Resolution 2023-36 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- F. Discussion and consideration to accept and file the Quarterly Investment Report for the period ending March 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- G. Discussion and consideration to accept and file the Financial Reports (unaudited) as of March 31, 2023 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- H. Discussion and consideration on the request from Infarmark for the purchase of pumps for the Water Treatment Plant, Wastewater Treatment Plant and Lift Stations out of ARPA funds not to exceed \$70,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- I. Discussion and consideration to award Manhole Rehabilitation Phase VIII to Southern Trenchless Solutions, buyboard vendor contract no. 635-21, in the amount not to exceed \$306,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- J. Discussion and consideration to approve manhole and sewer line replacement at Chelsea Park Subdivision 2022-23-15, to OMT Services in the amount of \$29,916 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- K. Discussion and consideration to pay invoice #031872 in the amount of \$30,229.08 from Doggett Heavy Machinery Services for engine repair of a John Deere 310L EP backhoe and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- L. Discussion and consideration of RATES Invoice #957 in the amount of \$15,876.00 in accordance with MOU #R-RGV-TF-2019-0007 for aiding in maintaining compliance with TCEQ Stormwater Management rules and regulations and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.

VII. 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. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of various city-owned real property to Affordable Homes of South Texas, Inc., TuCasa Investments, Inc as authorized by section §551.072 of the Texas Government Code.
- D. Real Property - Consultation with the City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue as authorized by section §551.072 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. 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 28th day of April 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2022-6066	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Manuel Portillo, The Way of the Redeemed Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6525	
From:			
Subject: Weslaco Area Chamber of Commerce & Visitor Center.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: May 2, 2023	Agenda Item No. (to be assigned by CSO): 2023-6526	
From:		
Subject: Weslaco Economic Development Corporation.		
Background: Monthly report.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Report only.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2022-6071	
From:			
Subject: Approval of the Minutes of the Regular Meeting on April 18, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting on April 18, 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 recommended by staff.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 230418 minutes draft.b			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
APRIL 18, 2023**

On Tuesday, April 18, 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
	Mayor Pro Tem	JP Rodriguez
	Commissioner	Greg Kerr
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias

ABSENT: None

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, 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, April 14, 2023.

B. Invocation.

Albert Aldana, City Engineer 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 perfect attendance and a quorum was present.

Mayor Suarez changed the order of the day and introduced presentations. There was no objection.

III. PRESENTATION

A. Presentation and update by the Hidalgo County Drainage District No.1 as it relates to the 2023 Drainage Bond Program.

County Commissioner Precinct 1, David Fuentes, stated the proposed 2023 bond issuance was a \$195million bond that was at a zero increase to the tax rate; majority of funds to be used to provide drainage improvements to the main outfalls as well as local projects. Raul Sesin, General Manager HCCD No. 1 presented a status of the projects from the 2018 drainage bond proceeds; went over background, goals and proposal of the 2023 bond issuance that included countywide projects at a zero increase to the tax rate, presented a list of 26 proposed projects for widening and improvements to the drainage system; early voting is April 24 – May 2 with election day on May 6 and stated the presentation was to inform the public and not intended to advocate for or against the bond issuance.

Mayor Suarez introduced Mayoral Recognition.

E. Mayoral Recognition as follows:

Recognition of Rey A. Banda

Mayor Suarez recognized Rey A. Banda for his contributions to the community as an educator to special needs students and his accomplishments as an author that have won him various literary awards.

Recognition of National Public Safety Telecommunicators Week.

Mayor Suarez proclaimed “National Telecommunication Week” that recognized the dedication and professionalism of the Weslaco Police Communications team responsible for dispatching first responders to emergency and non-emergency calls.

II. PUBLIC COMMENTS

Tracy Voss voiced her disappointment on an organizations (Best Friends Society) statement on their campaign of the “stop the killing in Weslaco” and opinioned the organization does not relay important information on how to work together in addressing an overpopulation issue; investigated references of the organization’s programs implemented in other communities that were negative comments.

Jesus A. Meave, founder of a local animal rescue organization; voiced his objection should the City consider entering into an agreement with Best Friends Animal Society, aka Rio Grande Valley Humane Society; felt it would be determinantal because the policy programs they would implement focuses on no intakes to the animal shelter and promoting the community to foster stray animals.

Sandra Reyna, 217 S. Pat Cannon, stated she is a passionate animal lover who has taken in strays and at her cost got them spayed/neutered because it was affordable; now is more expensive and grateful for the low-cost clinics available in McAllen; asked the commission to bring low costs clinics to the city.

Linda Briones, San Benito, Texas, voiced she supported anyone that wished to help the animals of Weslaco; commented the community along with the city leaders need to come up with solutions to make things better such as partnering with organizations or individual's and move forward with positive communications and solutions to make a difference.

Mayor Suarez introduced New Business item F and G.

VIII. NEW BUSINESS

F. Discussion and consideration on the purchase of four dispatch consoles from Watson Consoles for the amount of \$85,720.12 under HGAC Coop Contract #EC07-20, completely reimbursed with funding from the Rio Grande Valley Emergency Communication District and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Chief of Police, stated the dispatch consoles allow for dispatchers to stand and sit to help avoid fatigue; the purchase would replace dispatch consoles that are ten years old and would be at no cost to the city as funds would be reimbursed from the Rio Grande Valley Emergency Communication District. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve the purchase of four dispatch consoles from Watson Consoles for \$85,720.12 under HGAC Coop Contract #EC07-20 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to accept the Wyatt Ranch Grant Foundation Grant for \$97,000.00 to purchase a 2023 Chevrolet Tahoe PPV for the amount of \$45,900 (Buy Board Contract #601-19) and required police vehicle equipment in the amount of \$36,514.39 (Buy Board Contract 603-20) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Commissioner Farias abstained from discussion and vote.

Chief Rivera, stated a grant application had been submitted for a specialized vehicle that would have a kennel for a dog; presented to the Wyatt Ranch Grant Foundation a packet that also described the Officer Resilience Program (heart variability, debriefing with the Nueva Luz Foundation and use of a therapy dog); requested grant funds for the vehicle and equipment, purchase of a canine and cost for the first year of the canine (vet and food) for a total grant request awarded of \$97,200; described the therapy dog to be purchased and why further stated it will serve the community, schools, nursing homes and crime victims. Staff recommended approval to accept the grant award.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve and accept the Wyatt Ranch Foundation Grant for \$97,000.00 to purchase a 2023 Chevrolet Tahoe PPV for \$45,900

(Buy Board Contract #601-19) and required police vehicle equipment in the amount of \$36,514.39 (Buy Board Contract 603-20) as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

Mayor Suarez went back to the order of the day and introduced Reports followed by New Business A.

IV. REPORTS

A. Animal Care Services.

Milva Orellana, Animal Control Officer, went over the monthly live release rate that increased for March by 50%, went over the intake from the different entities; new partners formed with Teddy's Barbecue, RGV Rescue Rangers, CrossFit Fly City, Petco and Morenos Feed Store for adoption events (dogs and cats); new foster program began with Peaches being the first one being fostered; doing pet of the week twice a week with four news stations; show cased pet of weeks; highlighted on upcoming events noting educational readings at Airport Elementary and free vaccine clinic being scheduled; Petco adoption held and 3 cats adopted and shared praise and appreciation comments received.

B. Inframark.

George Quilantan, Inframark, presented the water flows for March 2023 for the Water Treatment Plant and were higher than previous year; North Wastewater Treatment Plant consistent with last year and South Wastewater Treatment Plant were higher compared to last year; work orders for preventive maintenance was 388 and corrective maintenance was 25; clarifier at Water Treatment Plant repaired; floats cleanings done for Lift Stations 2, 3, 37, 46 and 52; continue with pump cleanings for Lift Stations 2, 11, 18, 19, 20, 23, 26 and 28 and well cleaning for lift stations 6, 26 and 28 were done.

VIII. NEW BUSINESS

A. Discussion and consideration to accept and file the City of Weslaco's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2022 as presented by Carr, Riggs & Ingram, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the Annual Comprehensive Financial Report for fiscal year ending September 30, 2022, was completed, and introduced Jonathan Hall, CPA and Partner with Carr, Riggs & Ingram, LL to present the report.

Jonathan Hall stated the contents of the report included transmittal letter that provides a profile of the city, management discussion and analysis, financial statements, statistical information and compliance section; noted the Finance Department awarded the certificate of excellence for financial reporting ending FY2021; presented two components of the audit; Financial Statement Audit is the basic financial statements of the governmental activities and business activities and the audit of the Federal Awards (grants) is to ensure compliance with the Office of Management and Budget as related to federal programs and stated one major program audited was use of ARPA

funds; noted the Economic Development Corporation audit is done separately; three reports issued 1) Independent Auditors provides an unmodified opinion on the fair presentation of financial statements, 2) control over financial reporting does not offer an opinion but required for compliance and stated there were no deficiencies and findings to report; 3) an opinion required on the report of federal award stating a major program audited was the ARPA funds and in compliance; went over assets, liabilities and net position for the city; reviewed statements of revenues and expenditures for governmental activities and business activities; stated sales tax and property taxes increased from last year and stated all reporting similar to last year with no major concerns; went over the general fund revenues, expenditures and changes in fund balances stating overall was a healthy unassigned fund balance that increased from last year; summarized the required communications to staff with no disagreements with management as well as no significant deficiencies from the audit results.

Commissioner Pedraza seconded by Commissioner Kerr moved to accept and file to accept and file the City of Weslaco's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2022, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez introduced Consent Agenda.

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 April 4, 2023 (Staffed by City Secretary Department.)

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

1) Approval on Ordinance 2023-19 amending Ordinance No. 417 renaming Weslaco Public Library Board to Mayor Joe V. Sanchez Public Library Advisory Board and authorize the Mayor to execute any related documents. (First reading held April 4, 2023; staffed by Library Department.)

2) Approval on Ordinance 2023-20 amending Ordinance 2012-02 renaming the Animal Shelter ordinance to Animal Care Services and establishing adoption event fees and a provision to accept donations to the shelter and authorize the Mayor to execute any related documents. First reading held April 4, 2023; staffed by Planning & Code Enforcement Department.)

C. Approval to ratify the application to Firehouse Subs Public Safety Foundation in the amount of \$22,500 with in-kind contribution not to exceed \$2,000 and NO RECURRING cost required to purchase Blue Card Train the Trainer Course for five firefighters and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.)

D. Approval of Resolution 2023-30 to accept FY22 Operation Stonegarden Program Grant #3173408 for the amount of \$282,000 with no match and no recurring costs to pay for officer overtime and police equipment to fulfill goals and objectives for Operation Stonegarden and authorize the Mayor to execute any related documents. (staffed by Police Department.)

E. Approval of Resolution 2023-31 finding that AEP Texas Central Company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.)

Commissioner Farias seconded by Commissioner Pedraza moved to approve consent agenda withholding item E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Approval of Resolution 2023-31 finding that AEP Texas Central Company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.)

Commissioner Kerr abstained from discussion and vote.

Commissioner Farias seconded by Commissioner Pedraza moved to approve Resolution 2023-31 finding that AEP Texas Central Company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied as presented. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

For the record following are the caption of the ordinance(s):

ORDINANCE 2023-19

AN ORDINANCE AMENDING ORDINANCE NUMBER 417 THE CITY OF WESLACO LIBRARY ORDINANCE; CODIFIED AS CHAPTER 78 SECTION 21 OF THE WESLACO CODE OF ORDINANCES, RENAMING THE WESLACO PUBLIC LIBRARY BOARD TO THE MAYOR JOE V. SANCHEZ PUBLIC LIBRARY ADVISORY BOARD.

ORDINANCE 2023-20

AN ORDINANCE AMENDING ORDINANCE NUMBER 2012-02, THE CITY OF WESLACO ANIMAL SHELTER ORDINANCE; CODIFIED AS CHAPTER 22 DIVISION 8 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-32 appointing members to the Mayor Joe V. Sanchez Public Library Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Norma A. Cantu, City Secretary, introduced for consideration reappointments the nomination of Rey A. Banda by Commissioner Pedraza and the nomination of Paula Villanueva by Commissioner Lopez to the Mayor Joe V. Sanchez Public Library Advisory Board.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve Resolution 2023-32 re-appointing Rey A. Banda and Paula Villanueva to the Mayor Joe V. Sanchez Public Library Advisory Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on Resolution 2023-33 appointing a member to the Civil Service Commission for an unexpired term ending July 5, 2025 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Norma A. Cantu stated an appointment to fill an unexpired term was needed for a vacancy that resulted from a resignation; introduced the nomination from Commissioner Kerr to appoint Michael De La Rosa to the unexpired term.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Resolution 2023-33 appointing Michael De La Rosa to the Civil Service Commission for an unexpired term ending July 5, 2025 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. OLD BUSINESS

A. Discussion and consideration to approve a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 275 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible action. (There was no action on January 17, 2023; staffed by Asst. City Manager.)

Andrew Munoz, Asst. City Manager/Aviation Director, stated the lease agreement was negotiated with the Chamber and received their Board approval; term was for five years for an annual lease payment of \$10,000 to the City. The City Attorney reviewed and approved, and staff recommended approval.

In response to Commissioner Farias, Andrew Munoz stated concerns from the Chamber were on maintenance costs associated with daily versus the overall major maintenance that is addressed in the EDC lease agreement (such as the air conditioning); daily maintenance would be paid according to the respective square footage being leased. Barbara Jean Garza, CEO Chamber, stated the concerns raised are being addressed but wished them to be noted for clarification of the lease on who the responsible party would be. The City Attorney stated the lease does allow a 30-day clause for termination in the event the chamber relocates. In response to Mayor Pro Tem Rodriguez, a new lease would be done, and staff could explore what surrounding entities are doing regarding lease terms.

Commissioner Pedraza seconded by Commissioner Farias moved to approve a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 255 South Kansas Avenue as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. NEW BUSINESS

B. Discussion and consideration on Ordinance 2023-21 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-21. Possible action. (Staffed by Finance Department.)

Rosie Cavazos stated it was necessary to amend the budget adopted because of mid-year budget amendments; additional funding has been received as well as unexpected expenditures done; major funds impacted was the General fund with a positive impact of \$590,067, Water & Sewer positive impact for a combined balance of \$661,808, Solid Waste had a deficit of revenues over expenditures in the amount of \$10,946, Airport fund positive impact of \$78,462 because of increase in fuel sales, ARPA budget amended to include projects discussed and impacted the revenues by \$5,167,734 and \$5,177,321 in expenditures; other adjustments were to the small governmental funds with immaterial impacts. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2023-21 adopting a mid-year budget amendment as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to accept or reject bid RFB No.2022-23-13 for the sale of real property located on the Northwest Corner of the Intersection of Airport Drive and Interstate 2 to the most advantageous respondent and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)

Andrew Munoz stated previous commission action approved to solicit bids for the sale of city owned property; two bids received, and both met the minimum requirement; a bid from LASCO Development Corp. was in amount of \$1,800,000 and a bid from Circle K was in the amount of \$1,625,000; appraised value of the property was \$1.2million. Staff recommended approval to negotiate the sale of property with LASCO Development the highest respondent.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve and negotiate the sale of property with LASCO Development the highest respondent as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Ordinance 2023-22 to relocate an existing 15-foot utility easement located between Lots 17 through 20, Mid Valley Industrial Park #4 to a 10-foot utility easement located along the south property line of Lot 20, Mid Valley Industrial Park #4 and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-22. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated Clever Foods & Supplements proposed an expansion to their operations to the south and east of the existing building; an existing sanitary sewer line that runs between lots 17 through 20 services; owner requested to relocate the sanitary sewer line and submitted plans that have been approved and accepted by Public Works and Engineering for relocation and construction of the sanitary sewer line going East on Lot 20 that will allow the owners to continue their expansions and the city will still maintain a public easement to access the new sanitary sewer line. Staff recommended approval. Martin Garza stated there would be no cost to the city.

Mayor Pro Tem Rodriguez seconded by Commissioner Kerr moved to approve Ordinance 2023-22 to relocate an existing 15-foot utility easement located between Lots 17 through 20, Mid Valley Industrial Park #4 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration on Resolution 2023-34 supporting the Artificial Drainage System Legislation filed and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager/Engineering Department.)

Andrew Munoz stated Cameron County Irrigation District requested support for two bills filed on their behalf in the legislation session; the Resolution supports changes to the Texas Water Development Board Flood Infrastructure Fund to create a point system be awarded to RGV cities that have artificial drainage systems that is defined as an area that is flat and there is no natural control for drainage and create a regional task force to help with drainage issues as well as funding challenges with current programs. Staff recommended approval of Resolution 2023-34.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve Resolution 2023-34 supporting the Artificial Drainage System as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and interviews of the top three ranked firms for consideration of RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated the top three firms selected would be presenting and the order drawn by the firms was GIGNAC, Brandstetter Carroll and Sam Garcia; the firms had 10 minutes for their presentation.

Juan Mojica Jr. Senior Project Manager for GIGNAC, introduced team members, stated in business for over thirty years with offices in Corpus Christi, Harlingen, McAllen and Dallas, experienced in planning, design construction and project management; completed over 600 projects; went over firms projects in pools, aquatics and natatoriums, doing various projects in the Rio Grande Valley that included Weslaco; Staci Pye, representing Counsilman-Hunsaker Aquatic Consultant, stated they have over 50 years of aquatic design, went over projects completed in Texas, focus on providing memorable moments for aquatic users; involve the community; assess the needs to determine the right size of pool that will be a manageable facility. Hector went over the different aquatics' projects both indoor and outdoor designed by them.

Ben Brandstetter, President Brandstetter Carroll, and Charlie Schneider presented the qualifications of the firm; founded in 1979 with 70 employees, specialize in Aquatics and recreation, based out of Lexington KY with offices in Ohio, Texas, and South Carolina, completed 145 aquatic center projects serving as aquatic engineer and architect of record, they will do a feasibility study to determine community needs and went over the management team. Charlie Schneider went over project approach that included evaluation, engagement of community, envision and execution of a project for everyone's satisfaction; went over project objectives for a

successful outcome, that include site location, accessibility, a facility that will serve all users, offer strategies for a right size facilities by listening to the community needs, include public art into the project and have an architectural design that fits the community by creating an aquatic center that encourage, invite and engages the community for a long term enjoyment.

Sam Garcia, Principal of Sam Garcia Architect, went over the firm's team, stated they have done numerous projects throughout the Rio Grande Valley; presented project approach to meet the needs and expectations of the project for Weslaco. Staci Pye, representing Counsilman-Hunsaker Aquatic Consultant, stated they would look at age groups to assess a design that every user can enjoy and is safe, would define what the community wants and have a project that is within budget; went over aquatic facilities completed, showing size and cost.

A brief question and answer from the commission regarding budget, design affordability; timeline, availability of the team members, challenges faced with a project and references followed with each firm.

Martin Garza, City Manager, requested the scoring be completed by each member of the commission and submitted to Homer Rhodes, Purchasing Agent, by Friday 5pm for tabulation and back to the commission at the next meeting for selection.

I. Discussion and consideration of the request from Gerlach Builders for Change Order No. 2 for the New Police Department with Municipal Court and Judicial Court project to extend their contract through July 2, 2023, an additional 77 days due to inclement weather and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated this was a reconciliation of the rain days; is an additional 77 days as a result of the weather and extends the contract to July 2, 2023. Staff recommended approval; dates have been confirmed and there is no additional cost to the contract.

Commissioner Kerr seconded by Lopez moved to approve Change Order No. 2 for the New Police Department with Municipal Court and Judicial Court project to extend their contract through July 2, 2023, an additional 77 days due to inclement weather as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration of the request from TRI-GEN Construction for Change Order No. 2 for the New Downtown Fire Station No. 2 project to extend their contract through June 24, 2023, an additional 74 days due to inclement weather and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated this was like the previous item, 74 rain delays have been confirmed and would extend the contract through June 24, 2023. Staff recommended approval of an additional 74 days to the contract due to inclement weather.

Commissioner Farias seconded by Commissioner Gonzalez Jr. moved to approve TRI-GEN Construction for Change Order No. 2 for the New Downtown Fire Station No. 2 project to extend

their contract through June 24, 2023, an additional 74 days due to inclement weather as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration of Allowance Expenditure Authorization No. 9 for the New Police Department with Municipal Court and Judicial Court project for an amount not to exceed \$16,102 from the project's Owner's Contingency Allowance fund for additional work requested by staff for IT infrastructure and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Martin Garza requested no action. Staff received late notification Architect was not ready to proceed.

No action.

L. Discussion and consideration to award Contract for RFP No.: 2022-23-14 Fireworks Display for the Fourth of July for an amount not to exceed \$30,000 to sole proposal received from Pyro Shows of Texas, Inc. with an option to renew for two additional one-year terms with a maximum of 10% cost increase per year and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated Pyro Shows has been the vendor for previous years; staff requested larger aerial shells last year and would be the same for this year 8-inch shells; staff requested an option to have multi-years and vendor submitted the option for two additional one-year terms with a maximum of 10% cost increase per year. Staff recommended approval to award Pyro Shows for the Fourth of July display to be at Mayor Pablo Pena City Park.

In response to Commissioner Farias, Omar Rodriguez stated the proposal was based on the site location of Mayor Pablo Pena City Park and should the commission want to change it for next year they would need to advise the vendor.

Mayor Pro Tem Rodriguez seconded by Lopez moved to approve Contract RFP No.: 2022-23-14 Fireworks Display for the Fourth of July at Mayor Pablo Pena City Park for an amount not to exceed \$30,000 to sole proposal received from Pyro Shows of Texas, Inc. with an option to renew for two additional one-year terms with a maximum of 10% cost increase per year as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to declare old fire equipment as surplus (bunker gear, station equipment and tools) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, recommended approval to surplus old bunker gear no longer viable in the United States and it has reached life expectancy to the fire department.

Commissioner Pedraza seconded by Commissioner Farias moved to approve to declare old fire equipment as surplus (bunker gear, station equipment and tools) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to donate old fire equipment declared as surplus (bunker gear, station equipment and tools) to Rio Bravo Fire Department and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez recommended approval to donate the old fire equipment declared as surplus to the city's Sister City of Rio Bravo for their fire department.

Commissioner Lopez seconded by Commissioner Farias moved to approve and donate old fire equipment declared as surplus (bunker gear, station equipment and tools) to Rio Bravo Fire Department as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to enter into a 5 year mile after mile lease program for a Vactor 2100i from Kinloch Equipment & Supply, Inc., in accordance to TIPS contract #200206, in the amount of \$97,700 annually to begin March 2024, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Deputy Public Works Director, stated the 2018 Freightliner Chassis w/Vactor 2100i Body lease in place for \$70,000 a year ends February 2024. Staff recommended approval renewing a lease on a new truck because the lead time for trucks is over a year; satisfied with the service with Kinloch Equipment because if equipment goes down and unable to repair a demo is brought in and allows operations to continue.

In response to the commission, lease would begin upon receipt of the equipment estimated to receive March 2024; a replacement truck, if necessary, is included in the lease cost and all specifications requested were meant.

Commissioner Lopez seconded by Pedraza moved to approve lease program for a Vactor 2100i from Kinloch Equipment & Supply, Inc., in accordance with TIPS contract # 200206, in the amount of \$97,700 annually to begin March 2024 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IX. EXECUTIVE SESSION

At 8:16 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 9:05 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

X. 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.

Commissioner Pedraza seconded by Commissioner Lopez moved to authorize the City Attorney respond to the Fire Fighters grievance and request for arbitration, to approve the agreement with the Fire Fighters Union on staffing and authorize to appeal the findings of the Texas Commission on Fire Protection as discussed in executive session. The motion carried; Mayor Suarez was present and voting.

C. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property being 35 acres of land more or less located at the corner of Joe Stephens Ave and Mile 9N Road as authorized by §551.072 of the Texas Local Government Code.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to authorize the Assistant City Manager to begin negotiations with TxDOT to purchase real property as discussed in executive session contingent on obtaining funding. The motion carried unanimously; Mayor Suarez was present and voting.

XI. ADJOURNMENT

Commissioner Farias seconded by Commissioner Pedraza moved to adjourn the meeting of April 18, 2023, at 9:07 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6518	
From:			
Subject: Approval on Ordinance 2023-21 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held April 18, 2023; staffed by Finance Department.)			
Background: A mid-year budget amendment is required to take into consideration previous City Commission actions that addressed emergency expenditures, overage in line item categories not anticipated during the budgeting process.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 0418223 MID-YEAR AGENDA MEMO, EXHIBIT A - MID YEAR BA, EXHIBIT B - MID YEAR BA, EXHIBIT C - MID YEAR BA., EXHIBIT D - MID YEAR BA, O2023-21 mid year budget amendments			
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: April 13, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Mid-Year Budget Amendment

The City Commission on September 20, 2022, approved ordinance 2022-33 adopting the City of Weslaco's 2022-2023 fiscal year budget. The city has reached the mid-point of the fiscal year and is necessary to amend the original budget. We have received additional funding and have experienced unanticipated expenditures.

Whereas any deviation from this requires approval by the governing body, the City Commission needs to be informed of said changes and amend the budget. Detailed information is provided in exhibits A-D in the ordinance.

The major funds impact summary is as follows:

- General fund: Positive impact to fund balance of \$590,067
- Water & Sewer fund: Positive impact to combined fund balance of \$661,808.
- Solid Waste: Deficit of revenues over expenditures of \$10,946
- Airport fund: Positive impact of \$78,462.
- ARPA impact of \$5,167,734 in revenues and \$5,177,321 in expenditures.
- We have impacted fund 301 and 503, with an interfund transfer of \$1M as per the debt schedule submitted to the county.
- We have also amended other small governmental funds with immaterial impacts.

We respectfully come before you for consideration on this request.

Staff recommends approval of Ordinance and Budget Amendment.

Account Number	Dept / Function	Description	DEBIT	CREDIT
101-4000-413000	REVENUE	SALES TAX		\$ 1,894,407
101-4000-413200	REVENUE	ALCOHOLIC BEV TAX		20,000
101-4000-414020	REVENUE	MAGIC VALLEY ELEC		101,317
101-4000-414100	REVENUE	FRANCHISE TEXAS GAS SERVICE		48,000
101-4000-414500	REVENUE	ALLIED WASTE MGMT	90,000	
101-4000-422010	REVENUE	SUBDIVISION FEES		165,000
101-4000-422022	REVENUE	REZONING APPLICATION FEE		500
101-4000-422024	REVENUE	BOARD OF ADJ & APPEALS		5,000
101-4000-432520	REVENUE	AMUBLANCE CONTRACT		60,000
101-4000-437200	REVENUE	PROCESSING FEE		12,000
101-4000-441201	REVENUE	CIVIL JUSTICE FEE		2
101-4000-450010	REVENUE	INTERGOVERNMENTAL REVENUE		564,987
101-4000-451256	REVENUE	DEPLOYMENT - STATE REIMB		7,025
101-4000-460300	REVENUE	INTEREST ON INVESTMENTS		423,000
101-4000-471100	REVENUE	PROPERTY RENTAL		9
101-4000-471410	REVENUE	LIBRARY FACILITY RENTALS		1,000
101-4000-471430	REVENUE	PARK FACILITY RENTALS		3,000
101-4000-473820	REVENUE	SETTLEMENT PROCEEDS		23,642
101-4000-476310	REVENUE	DONATIONS/CONTRIBUTIONS		4,600
101-5100-511160	CCO	WORKERS COMP INSURANCE	75	
101-5101-510020	CMO	NON-EXEMPT WAGES	6,000	
101-5101-510080	CMO	OVERTIME	1,800	
101-5101-511160	CMO	WORKERS COMP INSURANCE	1,633	
101-5101-522320	CMO	COPYING EXPENSES	2,500	
101-5101-522520	CMO	MEMBERSHIP & SUBSCRIPTION	1,000	
101-5101-544001	CMO	OFFICE SUPPLIES	500	
101-5101-544012	CMO	CLOTHING & LINEN	500	
101-5101-548050	CMO	EQUIPMENT-NON CAPITALIZED	10,720	
101-5103-511160	CSO	WORKERS COMP INSURANCE	1,201	
101-5103-533011	CSO	ELECTIONS	3,460	
101-5106-511160	FINANCE	WORKERS COMP INSURANCE	1,836	
101-5109-511160	HR	WORKERS COMP INSURANCE	873	
101-5110-511110	BLDG MAINT	OVERTIME	3,000	
101-5110-522641	BLDG MAINT	MAINT-HEAT & A/C	15,000	
101-5110-522651	BLDG MAINT	MAINT - ELEVATOR	3,000	
101-5110-544005	BLDG MAINT	JANITOR SUPPLIES	6,000	
101-5111-511160	IT	WORKERS COMP INSURANCE	1,328	
101-5120-511160	MUNICIPAL COURT	WORKERS COMP INSURANCE	685	
101-5120-548050	MUNICIPAL COURT	EQUIPMENT-NON CAPITALIZED	10,000	
101-5125-533023	LAW	CITY ATTORNEY RETAINER	120,000	
101-5140-527506	OTHER GEN EXP	SPECIAL ACTIVITIES	10,000	
101-5140-580410	OTHER GEN EXP	TRANSFER TO CIP FUND	500,000	
101-5140-580550	OTHER GEN EXP	TRANSFER TO AIRPORT FUND	15,000	
101-5202-510080	POLICE	OVERTIME	200,000	
101-5202-522043	POLICE	TRAVEL & TRAINING	4,500	
101-5202-522044	POLICE	TRAVEL & TRAINING - LEASE	4,064	
101-5202-522080	POLICE	INSURANCE & BONDS	25,000	
101-5202-522810	POLICE	OTHER SERVICES	2,416	
101-5202-544045	POLICE	OTHER SUPPLIES	1,520	
101-5202-548050	POLICE	EQUIPMENT-NON CAPITALIZED	25,500	
101-5202-550100	POLICE	CAPITAL OUTLAY	432,825	
101-5202-554130	POLICE	COMPUTER HARDWARE/SOFTWARE	99,223	
101-5202-554131	POLICE	TOOLS & EQUIPMENT	27,000	
101-5202-554240	POLICE	VEHICLES	82,414	
101-5206-510080	FIRE	OVERTIME	550,000	
101-5206-522043	FIRE	TRAVEL & TRAINING	18,350	
101-5206-522080	FIRE	INSURANCE & BONDS	300	
101-5206-522632	FIRE	MAINT - APPARATUS	75,000	
101-5206-522636	FIRE	MAINT - VEHICLES	7,824	
101-5206-533010	FIRE	PROFESSIONAL SERVICES	10,000	
101-5206-548050	FIRE	EQUIPMENT-NON CAPITALIZED	25,825	
101-5206-550100	FIRE	CAPITAL OUTLAY	1,140	
101-5206-554131	FIRE	TOOLS & EQUIPMENT	6,500	
101-5208-522636	EMS	MAINT- VEHICLES	2,200	

101-5209-511160	EM	WORKERS COMP INSURANCE	50	
101-520-522320	EM	COPYING EXPENSES	200	
101-5209-544045	EM	OTHER SUPPLIES	2,303	
101-5209-544105	EM	OTHER SUPPLIES - DISASTER	2,602	
101-5210-510010	ANIMAL CONTROL	EXEMPT WAGES	24,680	
101-5511-510010	PLANNING	EXEMPT WAGES		24,680
101-5210-510010	ANIMAL CONTROL	NON-EXEMPT WAGES	158,059	
101-5511-510010	PLANNING	NON-EXEMPT WAGES		158,059
101-5210-510080	ANIMAL CONTROL	OVERTIME	5,000	
101-5511-510080	PLANNING	OVERTIME		5,000
101-5210-511100	ANIMAL CONTROL	GROUP HEALTH INSURANCE	31,094	
101-5511-511100	PLANNING	GROUP HEALTH INSURANCE		31,094
101-5210-511120	ANIMAL CONTROL	PENSION CONTRIBUTION	15,953	
101-5511-511120	PLANNING	PENSION CONTRIBUTION		15,953
101-5210-511140	ANIMAL CONTROL	FICA TAX	11,330	
101-5511-511140	PLANNING	FICA TAX		11,330
101-5210-511150	ANIMAL CONTROL	MEDICARE TAX	2,650	
101-5511-511150	PLANNING	MEDICARE TAX		2,650
101-5210-511150	ANIMAL CONTROL	WORKERS COMP INSURANCE	2,518	
101-5511-511160	PLANNING	WORKERS COMP INSURANCE		2,518
101-5210-511180	ANIMAL CONTROL	UNEMPLOYMENT TAX	1,250	
101-5511-511180	PLANNING	UNEMPLOYMENT TAX		1,250
101-5210-522010	ANIMAL CONTROL	COMMUNICATIONS	3,800	
101-5511-522010	PLANNING	COMMUNICATIONS		3,800
101-5210-522043	ANIMAL CONTROL	TRAVEL & TRAINING	3,200	
101-5511-522010	PLANNING	TRAVEL & TRAINING		3,200
101-5210-522520	ANIMAL CONTROL	MEMBERSHIP & SUBSCRIPTION	1,000	
101-5511-522010	PLANNING	MEMBERSHIP & SUBSCRIPTION		1,000
101-5210-522636	ANIMAL CONTROL	MAINT - VEHICLES	10,000	
101-5511-522636	PLANNING	MAINT - VEHICLES	3,500	7,500
101-5210-522639	ANIMAL CONTROL	MAINT - RADIOS	500	
101-5511-522639	PLANNING	MAINT - RADIOS		500
101-5210-522810	ANIMAL CONTROL	OTHER SERVICES	20,000	
101-5511-522810	PLANNING	OTHER SERVICES		20,000
101-5210-544001	ANIMAL CONTROL	OFFICE SUPPLIES	1,200	
101-5511-544001	PLANNING	OFFICE SUPPLIES		1,200
101-5210-522720	ANIMAL CONTROL	ANIMAL SHELTER SUPPLIES	30,000	
101-5511-522720	PLANNING	ANIMAL SHELTER		90,000
101-5210-544009	ANIMAL CONTROL	ANIMAL WARDEN SUPPLIES	2,000	
101-5511-544009	PLANNING	ANIMAL WARDEN SUPPLIES		2,000
101-5210-544012	ANIMAL CONTROL	CLOTHING & LINEN	4,500	
101-5511-544012	PLANNING	CLOTHING & LINEN		4,500
101-5210-544016	ANIMAL CONTROL	MOTOR FUEL & LUBE	5,000	
101-5511-544016	PLANNING	MOTOR FUEL & LUBE		5,000
101-5210-522811	ANIMAL CONTROL	VETERINARY SERVICES	27,000	
101-5210-548050	ANIMAL CONTROL	EQUIPMENT-NON CAPITALIZED	3,800	
101-5210-550010	ANIMAL CONTROL	CAPITAL OUTLAY	4,000	
101-5210-554130	ANIMAL CONTROL	COMPUTER HARDWARE/SOFTWARE	10,000	
101-5210-554240	ANIMAL CONTROL	CAPITAL OUTLAY - VEHICLES	80,000	
101-5511-522940	PLANNING	DEMOLITION & CLEANING	35,000	
101-5300-511160	PW ADMIN	WORKERS COMP INSURANCE	1,133	
101-5304-533050	STREETS	STREET LIGHT INSTALLATION	10,000	
101-5304-544043	STREETS	PAINT (STRIPING STREETS)	10,000	
101-5304-544045	STREETS	OTHER SUPPLIES	5,000	
101-5304-554131	STREETS	TOOLS & EQUIPMENT	43,000	
101-5307-522080	DRAIN DITCH	INSURANCE & BONDS	1,500	
101-5350-511160	ENGINEERING	WORKERS COMP INSURANCE	1,063	
101-5350-522043	ENGINEERING	TRAVEL & TRAINING	1,000	
101-5350-522240	ENGINEERING	ADVERTISING	500	
101-5350-522810	ENGINEERING	OTHER SERVICES	500	
101-5350-533010	ENGINEERING	PROFESSIONAL SERVICES	20,000	
101-5350-554130	ENGINEERING	COMPUTER HARDWARE/SOFTWARE	320	
101-5350-554131	ENGINEERING	TOOLS & EQUIPMENT	2,050	

101-5404-510080	P&R	OVERTIME	15,000
101-5404-522090	P&R	RECORDING DEEDS	3,000
101-5404-522520	P&R	MEMBERSHIP & SUBSCRIPTION	1,500
101-5404-522920	P&R	BANK & CREDIT CARD SERVICES	5,000
101-5404-522629	P&R	MAINT - PARKS	20,000
	P&R	CAPITAL OUTLAY	32,701
101-5410-511160	LIBRARY	WORKERS COMP INSURANCE	2,359
101-5511-511160	PLANNING	WORKERS COMP INSURANCE	3,328
101-5511-522940	PLANNING	DEMOLITION & CLEANING	30,500
101-5511-522636	PLANNING	MAINT - VEHICLES	9,000
101-5511-544045	PLANNING	OTHER SUPPLIES	1,300
101-5511-544050	PLANNING	MOSQUITO SPRAY	5,000
			<u>3,134,655</u> <u>3,724,722</u>
IMPACT ON FUND BALANCE			<u>\$ 590,067</u>

Account	Department	Description	DEBIT	CREDIT
Water Fund				
501-4000-433720	REVENUE	UTILITY BILLING PENALTIES	\$ -	\$ 25,000
501-4000-437210	REVENUE	ONLINE TRANSACTION FEES		30,000
501-4000-478910	REVENUE	MISCELLANEOUS REVENUE		25,000
501-5312-522810	EXPENSE	OTHER SERVICES	500	-
501-5315-522642	EXPENSE	MAINT - METERS	5,800	
501-5315-554131	EXPENSE	TOOLS & EQUIPMENT		405,000
501-5315-550100	EXPENSE	CAPITAL OUTLAY	405,000	
501-5316-522440	EXPENSE	POSTAGE	20,000	
501-5800-58000	EXPENSE	TRANSFER OUT	270,000	
			701,300	485,000
Impact on Fund Balance			\$ (216,300)	
WasteWater Fund				
508-4000-433450	REVENUE	CAPITAL IMPROVEMENT FEE	\$ -	\$ 15,000
508-4000-433720	REVENUE	UTILITY BILLING PENALTIES		15,000
508-4000-478910	REVENUE	MISC. REVENUE		13,531
508-5322-522810	EXPENSE	OTHER SERVICES	30,000	
508-5322-550100	EXPENSE	CAPITAL OUTLAY	10,000	
508-5324-553120	EXPENSE	CAPITAL OUTLAY IMPROVEMENTS	44,188	
508-5324-553136	EXPENSE	CAPITAL OUTLAY IMPROVEMENTS	81,235	
508-5800-580503	EXPENSE	TRANSFER TO WTR SWR I&S		1,000,000
			165,423	1,043,531
Impact on Fund Balance			\$ 878,108	
Solid Waste Fund				
540-4000-433720	REVENUE	UTILITY BILLING PENALTIES	\$ -	\$ 15,000
540-4000-450010	REVENUE	INTERGOVERNMENTAL REVENUE		24,048
540-5330-522010	EXPENSES	COMMUNICATION	5,100	
540-5330-522628	EXPENSES	MAINT - OTHER	500	
540-5330-550100	EXPENSES	CAPITAL OUTLAY	40,894	
540-5332-522380	EXPENSES	UTILITIES	1,000	
540-5332-522634	EXPENSES	MAINT - MACHINERY	500	
540-5332-522636	EXPENSES	MAINT - VEHICLES	2,000	
			49,994	39,048
Impact on Fund Balance			\$ (10,946)	
AIRPORT FUND				
550-4000-435560		FUEL SALES	\$ -	75,000
550-4000-471562		WEST SIDE HANGARS		22,862
550-4000-471564		BUILDING RENTAL		600
550-4000-490101		TRANSFER FROM GF		15,000
550-5520-554130		COMPUTER HARDWARE/SOFTWARE	15,000	
550-5520-533010		PROFESSIONAL SERVICES	20,000	
			35,000	113,462
Impact on Fund Balance			78,462	

Account	Department	Description	DEBIT	CREDIT
PAYROLL FUND				
103-4000-460100	REVENUE	INTEREST EARNED		\$ 45
			\$ -	\$ -
				45
		Impact on Fund Balance	\$ 45	
VITALS STATISTICS				
104-4000-431320	REVENUE	VITALS STATISTICS	\$ -	\$ 800
104-5105-544001	VITALS	OFFICE SUPPLIES	1,300	
			1,300	800
		Impact on Fund Balance	\$ (500)	
COURT ADMINISTRATION				
105-4000-441206	REVENUE	10% TIME PAYMENT	\$ -	\$ -
105-4000-442200	REVENUE	LOCAL MC BUILDING SECURITY	-	-
105-4000-442202	REVENUE	LOCAL TRUANCY PREVENTION	-	-
105-4000-442204	REVENUE	LOCAL MC TECHNOLOGY FUND	-	-
105-4000-442206	REVENUE	LOCAL MC JURY FEE	-	-
105-5120-552780	MUNICIPAL COURT	COMPUTER VENDOR SUPPORT	1,000	
			1,000	-
		Impact on Fund Balance	\$ (1,000)	
SEIZURES ACCOUNT				
201-4000-441510		CONFISCATED PROPERTY	\$ -	10,000
201-4000-460100		INTEREST EARNED	-	40
201-5202-533010		PROFESSIONAL SERVICES	7,575	-
			7,575	10,040
		Impact on Fund Balance	2,465	
FORFEITURES ACCOUNT				
202-4000-460100		CONFISCATED PROPERTY	\$ -	7,000
202-4000-460100		INTEREST EARNED	-	80
202-5202-550110		EQUIPMENT	-	-
			-	7,080
		Impact on Fund Balance	7,080	
WATER/SEWER PROJECTS				
502-4000-490100		TRANSFERS IN		270,000
502-5312-550100		CAPITAL OUTLAY WTP	10,000	
502-5312-550100		CAPITAL OUTLAY WTP	260,000	
			270,000	270,000
		Impact on Fund Balance	-	
BUILDING DEPRECIATION FUND				
602-4000-471100		PROPERTY RENTAL	\$ -	103,812
602-5110-522626		MAINT-BUILDING	42,240	
			42,240	103,812
		Impact on Fund Balance	61,572	

Account	Department	Description	DEBIT	CREDIT
CAPITAL IMPROVEMENT				
410-4000-490100	REVENUE	TRANSFERS FROM OTHER FUNDS		\$ 500,000
410-5202-550100	POLICE	CLEAN SWEEP	50,000	
410-5206-550100	FIRE	CAPITAL OUTLAY	24,950	
410-5304-550100	STREETS	CAPITAL OUTLAY	200,000	
410-5304-553120	STREETS	IMPROVEMENTS	16,614	
410-5350-553120	ENGINEERING	IMPROVEMENTS	100,000	
440-5304-553120	ENGINEERING	IMPROVEMENTS	58,436	
410-5404-550100	PARKS	CAPITAL OUTLAY	50,000	
			500,000	500,000
		Impact on Fund Balance	\$ -	
FIRE EQUIPMENT REPLACEMENT FUND				
415-4000-450010	REVENUE	INTERGOVERNMENTAL REVENUE	\$ -	\$ 30,000
			-	30,000
		Impact on Fund Balance	\$ 30,000	
301- INTEREST & SINKING				
301-5140-580000	EXPENSE	TRANSFER TO OTHER FUNDS	\$ 1,000,000	\$ -
			-	-
			1,000,000	-
		Impact on Fund Balance	\$ (1,000,000)	
503- WATER & SEWER I&S				
504-4000-490100	REVENUE	TRANSFER IN FROM OTHER FUND		1,000,000
			-	1,000,000
		Impact on Fund Balance	1,000,000	
450- ARPA FUNDS				
450-4000-450010	REVENUE	INTERGOVERNMENTAL REVENUE	\$ -	5,167,734
450-5350-553120	EXPENSE	IMPROVEMENTS	\$ 420,000	
450-5314-553120	EXPENSE	IMPROVEMENTS	\$ 250,000	
450-5322-553120	EXPENSE	IMPROVEMENTS	\$ 1,159,321	
450-5324-553120	EXPENSE	IMPROVEMENTS	\$ 306,000	
450-5324-553120	EXPENSE	IMPROVEMENTS	342,000	
450-5322-553120	EXPENSE	IMPROVEMENTS	2,500,000	-
450-5322-553120	EXPENSE	IMPROVEMENTS	200,000	
			5,177,321	5,167,734
		Impact on Fund Balance	(9,587)	

ORDINANCE 2023-21

AN ORDINANCE AMENDING ORDINANCE NUMBER 2022-33, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, FINDING NEED TO AMEND THE 2022-2023 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, \$3,134,655 IN EXPENDITURES & \$3,724,722 IN REVENUE; WATER/WASTER NET COMBINED, \$661,808 IN REVENUES OVER EXPENDITURES; SOLID WASTE FUND BY \$49,994 IN EXPENDITURES AND \$39,048 IN REVENUE; AIRPORT BY \$35,000 AND \$113,462 IN EXPENDITURES AND REVENUE RESPECTIVELY; FIRE DEPT REPLACEMENT FUND INCREASE REVENUE BY \$30,000; CIP FUND \$500,000 IN REVENUES, AND \$500,000 IN EXPENDITURES; ARPA FUND \$5,167,734 IN REVENUES AND \$5,177,321 IN EXPENDITURES; BUILDING DEPRECAITION FUND \$103,812 IN REVENUES AND \$42,240 IN EXPENDITURES PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2022-2023 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2022-2023 Official Budget, adopted by Ordinance 2022-33, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibits.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of April 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6519	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2023-22 to relocate an existing 15-foot utility easement located between Lots 17 through 20, Mid Valley Industrial Park #4 to a 10-foot utility easement located along the south property line of Lot 20, Mid Valley Industrial Park #4 and authorize the Mayor to execute any related documents. (First reading held April 18, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The recently completed Clever foods & supplements has proposed an expansion to their operations both to the south of the existing building and then to the east. There is currently an existing sanitary sewerline that runs between lots 17 through 20 which services the two properties to the south of this location. The owners of Clever foods & supplements have submitted plans for the relocation of the sanitary sewerline and the plans have been approved and accepted by Public Works and the Engineering Department for construction. This will allow the owners to continue their expansion project without disrupting services to the surrounding areas and the City will still maintain a public easement to access the new sanitary sewerline.			
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 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 ordinance			
Attachments, if any: Utility easement relocation - Memo, Sanitary Sewerline Relocation- Aerial, Weslaco MidValley Ind Park- Sewerline Plans, EXHIBIT A REV PROP Utility Easmt PLAT SIGNED, EXHIBIT B REV PLAT Utility Easmt 0_062 Ac, O2023-22 relocating 15-foot utility easement			

Responsibilities upon Approval:

Staff will advise property owner

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

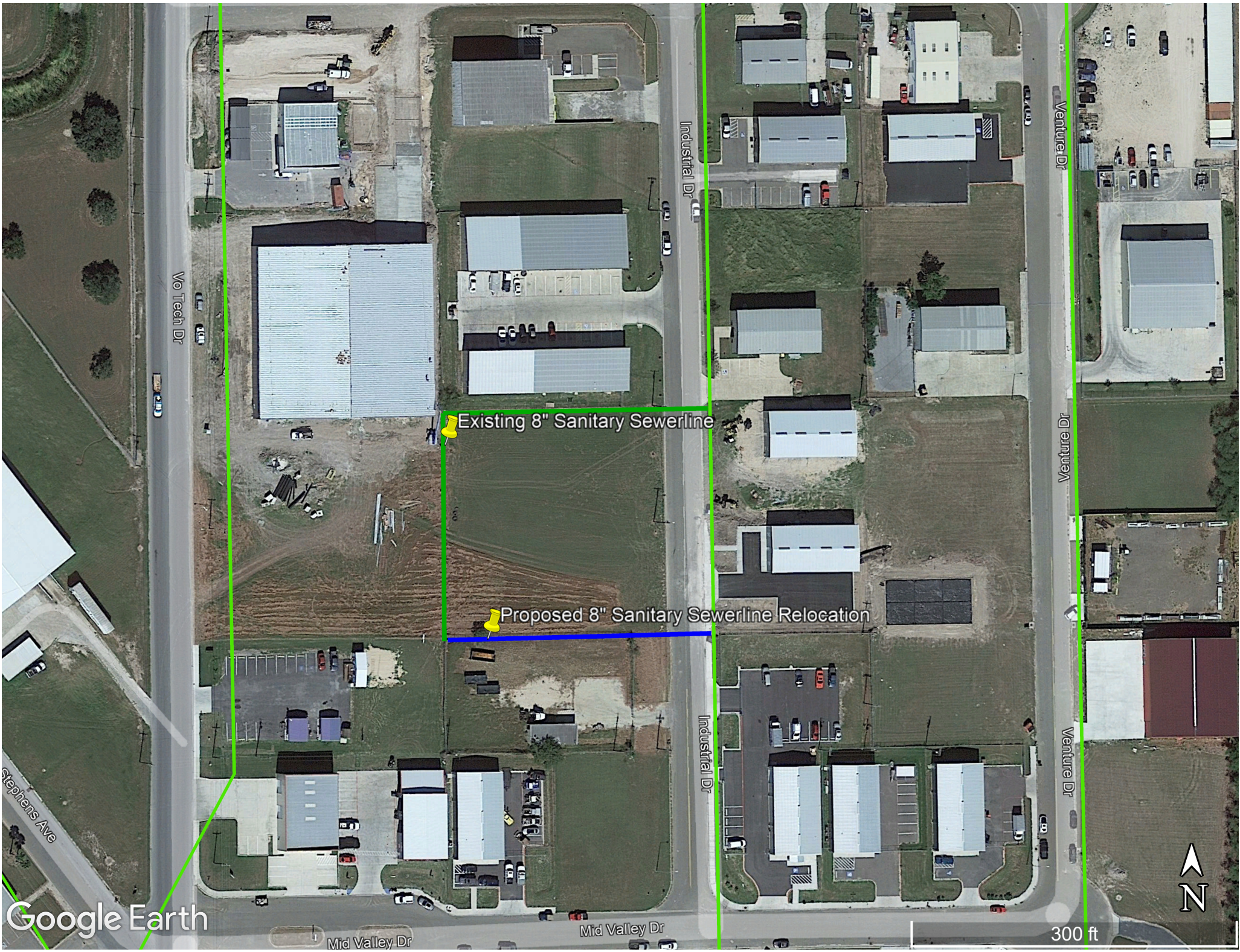
RE: Clever Foods & Supplements- Utility easement relocation

DATE: April 11, 2023

The recently completed Clever foods & supplements has proposed an expansion to their operations both to the south of the existing building and then to the east. There is currently an existing sanitary sewer line that runs between lots 17 through 20 which services the two properties to the south of this location. The owners of Clever foods & supplements have submitted plans for the relocation of the sanitary sewer line and the plans have been approved and accepted by Public Works and the Engineering Department for construction. This will allow the owners to continue their expansion project without disrupting services to the surrounding areas and the City will still maintain a public easement to access the new sanitary sewer line.

Thank you,

Rebekah de la Fuente, CFM



Google Earth

Existing 8" Sanitary Sewerline

Proposed 8" Sanitary Sewerline Relocation

Venture Dr

Venture Dr

Venture Dr

Industrial Dr

Industrial Dr

Vo Tech Dr

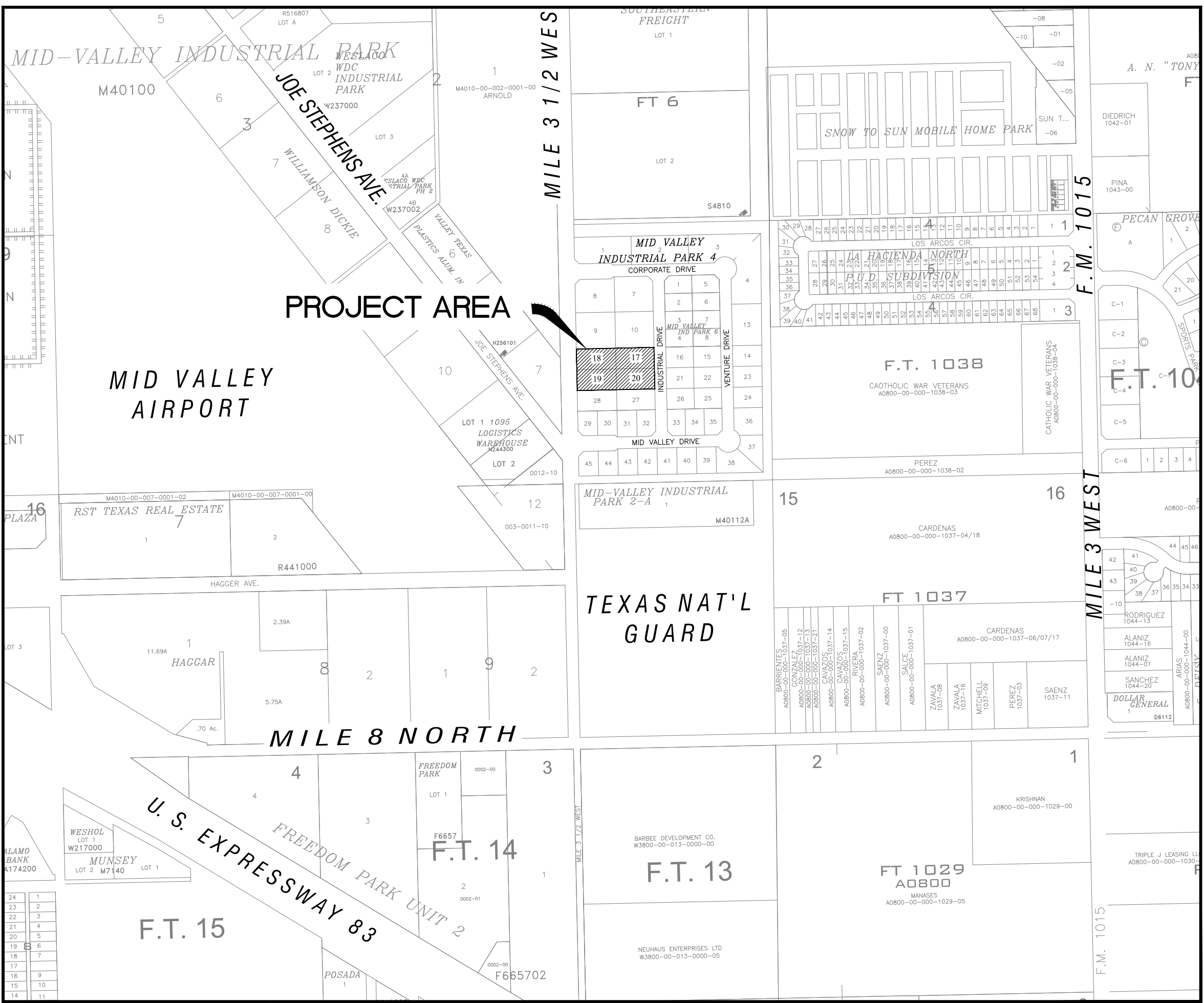
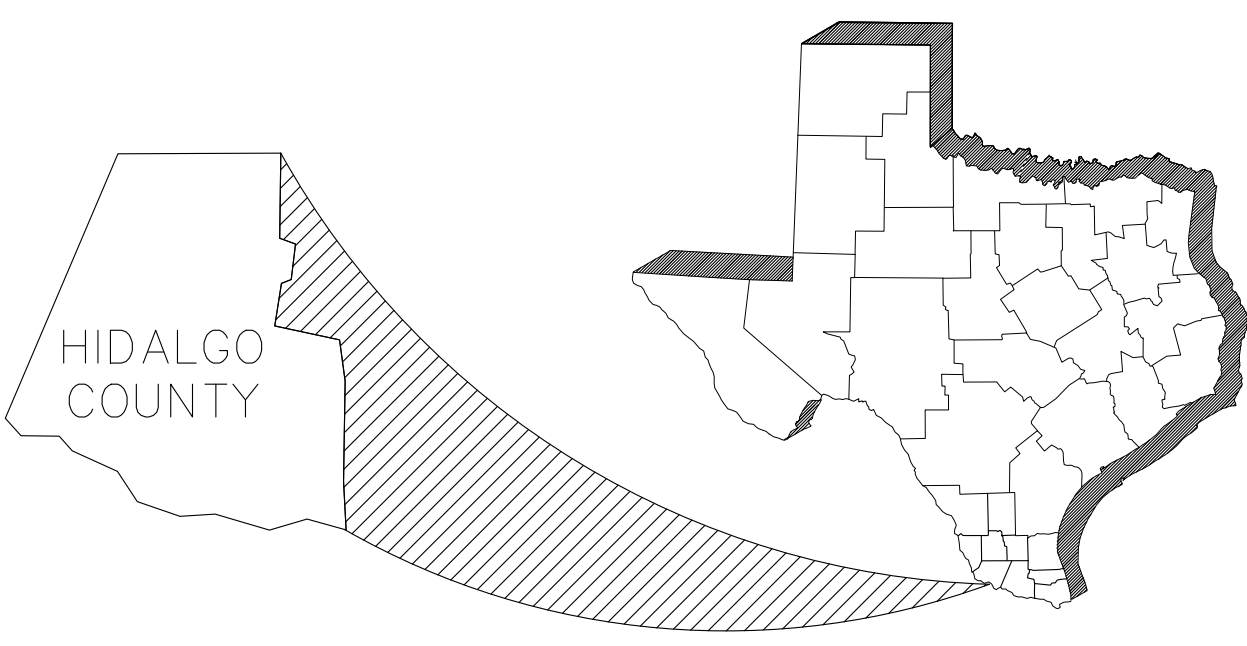
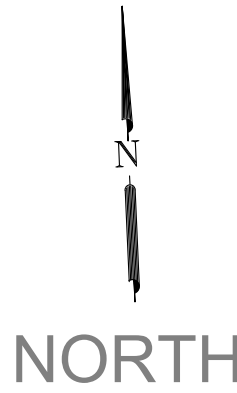
Mid Valley Dr

Mid Valley Dr

300 ft



CIVIL CONSTRUCTION PLANS
FOR
MID-VALLEY INDUSTRIAL PARK IMPROVEMENTS
IN
WESLACO, TEXAS
HIDALGO COUNTY



SCALE:1"=500'

MARCH, 2023

INDEX OF SHEETS

Sheet No.	Description
0	COVER SHEET
1	GENERAL CONSTRUCTION NOTES
2	EXISTING CONDITIONS
3	PAVING AND DIMENSIONAL PLAN
4	GRADING AND DRAINAGE PLAN
5	UTILITY PLAN
6	UTILITY PLAN AND PROFILE
7	DRAINAGE PLAN AND PROFILE
8	EXISTING DRAINAGE AREAS MAP
9	DETAILS SHEET
10	DETAILS SHEET
11	TRAFFIC CONTROL



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)



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1810 E. GRIFFIN PARKWAY
MISSION TX 78572
www.m2engineers.com
956-600-8628



This seal appearing on this document was authorized by Emigdio Salinas P.E. No. 107703 on the above designated date.
Emigdio "Milo" Salinas P.E. 03/15/23 Date

NOTE:
INFORMATION ON THIS SHEET AND OTHER SHEETS THROUGHOUT THIS PLAN SET IS PART OF A UNIFIED DESIGN. THE CONTRACTOR SHALL NOT SEPERATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

PERMIT SET FOR REVIEW

\\server\w2_engineering\W2_Engineering (Server)\S_Projects\W2\W2-Veslaco\Lot 9 - Mid-Valley Industrial Park Improvements\Phase 2\DWG\CI-GENERAL NOTES.dwg Mod 15.2023 - 342PM CADTech4

GENERAL CONSTRUCTION NOTES

- THE NOTES AND SPECIFICATIONS CONTAINED ON THIS SHEET ARE INTEGRAL TO THE PROJECT AND MUST BE FOLLOWED BY THE CONTRACTOR. IN THE EVENT THAT THE CONTRACTOR FAILS TO PERFORM IN STRICT COMPLIANCE WITH ONE OR MORE OF THE NOTES OR SPECIFICATIONS CONTAINED HEREIN, THE CONTRACTOR SHALL BE COMPLETELY LIABLE FOR ANY AND ALL COST AND DAMAGES WHICH OCCUR BUT MIGHT HAVE BEEN AVOIDED IF THE CONTRACTOR HAD COMPLIED WITH THE APPLICABLE NOTE OR SPECIFICATION.
- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF WESLACO DESIGN STANDARDS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL ITEMS DESCRIBED IN THE PLANS, SPECIFICATIONS, OR THE PROJECT NOTES IN THE PLANS SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID. NO EXTRA PAY WILL BE GIVEN UNLESS AN ITEM IS SPECIFICALLY DESCRIBED IN THE PLANS OR CONTRACT DOCUMENTS AS "PAY-BY-OWNER". ALL WORK SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
- THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES AND CALL "811" TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS.
- THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER ALIGNMENT AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS PROJECT.
- BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR INSTALLATION OF UNDERGROUND STRUCTURES AND CONDUITS.
- THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED UTILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COSTS ASSOCIATED WITH RELOCATIONS, REPAIRS, OR OUTAGES.
- THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PUBLIC OR PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
- THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. SURPLUS MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO, DIRT, BRUSH, ROCK, DEBRIS, FENCING MATERIAL, SIGNS, AND ANY OTHER SCRAP LOCATED ON THE PROJECT SITE. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
- TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER, FOR TESTING MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE BY TESTING AND TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS, AND PROJECT SPECIFICATIONS.
- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE ARCHITECT, CIVIL ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
- CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
- CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
- CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, PRIOR TO COMMENCEMENT OF WORK.
- IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE INSTALLATION OF SYSTEMS IN EVERY RESPECT. IF THE CONTRACT DOCUMENTS DO NOT SUFFICIENTLY DESCRIBE THE FINAL PRODUCT, THE CONTRACTOR SHALL BRING SUCH TO THE ATTENTION OF THE ENGINEER. UNLESS OTHERWISE SPECIFIED, IT IS THE CONTRACTORS RESPONSIBILITY FOR METHODOLOGY OF CONSTRUCTION TO COMPLETE THE WORK INDICATED OR SPECIFIED. CONTRACTOR IS TO PROVIDE ALL LABOR, MATERIALS, FUEL, TEMPORARY UTILITIES, AND EQUIPMENT USUALLY FURNISHED WITH SUCH SYSTEMS OR REQUIRED TO COMPLETE THE INSTALLATION, WHETHER SPECIFICALLY MENTIONED OR NOT.
- CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK. ENGINEER SHALL NOT BE RESPONSIBLE FOR ON-SITE SAFETY CONDITIONS DURING CONSTRUCTION OR INSPECTIONS.
- CONTRACTOR SHALL COMPLY WITH TEXAS HEALTH AND SAFETY CODE, CURRENT EDITION AS OF THE DATE OF SEAL ON THESE PLANS, TO MAINTAIN A VISIBLE TRENCH SAFETY SYSTEM AT ALL TIMES AS WELL AS THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS", PART 1926, SUB PART P, AND AMENDMENTS THERETO. SHEETING, SHORING, BRACING, AND OTHER TRENCH SAFETY COSTS SHALL BE SUBSIDIARY TO THE COST CONSTRUCTION (NO EXTRA PAY).

PAVING AND STRIPING NOTES

- TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER, FOR TESTING MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS, AND PROJECT SPECIFICATIONS.
- ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES REQUIRED FOR THE PROJECT SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TMUTCD).
- RAISED PAVEMENT MARKERS SHALL BE BONDED TO THE ROADWAY SURFACE WITH ADHESIVE CONFORMING WITH THE MANUFACTURER'S RECOMMENDATIONS.
- THE PAVEMENT UPON WHICH THE LANE AND PAVEMENT MARKERS ARE TO BE PLACED SHALL BE PREPARED TO THE APPROVAL OF THE INSPECTOR TO ENSURE PROPER CLEANING OF THE PAVEMENT SURFACE.
- ALL TRAFFIC STRIPING SHALL BE CHLORINATED RUBBER TRAFFIC PAINT OR APPROVED EQUAL.
- SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION STANDARDS. THE CONTRACTOR SHALL REVIEW LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE APPLICABLE JURISDICTION PRIOR TO INSTALLATION.
- THE PAVING CONTRACTOR SHALL REFER TO THE IRRIGATION PLANS AND M.E.P. PLANS FOR LOCATION OF PROPOSED SLEEVING AND CONDUITS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AND AROUND THE BUILDING AS SHOWN ON THE PLANS.
- FIRE LANES SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX (6) INCHES IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR (4) INCH WHITE LETTERS AT 20 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANE.
- CURBS ADJACENT TO FIRE LANES SHALL BE PAINTED BRIGHT RED IN COLOR FROM THE CURB'S GUTTER LINE TO THE TOP, BACK OF CURB.
- ALL HANDICAP RAMPING, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE 2012 TEXAS ACCESSIBILITY STANDARDS AND 2010 AMERICANS WITH DISABILITIES ACT (BOTH MANDATORY MARCH 15, 2012), AND ALL ADDENDUMS OR UPDATES.
- THE CONTRACTOR SHALL SUBMIT A PAVEMENT JOINTING PLAN TO THE ENGINEER AND OWNER PRIOR TO THE BEGINNING OF ANY CONCRETE PAVING WORK.
- ANY EXISTING CONCRETE OR ASPHALT TO BE REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OFF SITE. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
- THE PAVING CONTRACTOR AND THE UTILITY CONTRACTOR SHALL COORDINATE WITH THE BUILDING CONTRACTORS TO ENSURE THAT ALL UTILITY SERVICE CONNECTIONS AND CONDUITS ARE IN PLACE PRIOR TO BEGINNING ANY PAVING ACTIVITIES.

GRADING NOTES

- NO SLOPES SHALL BE GREATER THAN 3:1 UNLESS OTHERWISE SHOWN.
- THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS. CONTRACTOR FIELD ADJUSTMENTS TO SPOT GRADES TO MAINTAIN POSITIVE DRAINAGE ARE ALLOWED WITH THE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PAVING, IF ANY AREAS OF POOR DRAINAGE ARE ENCOUNTERED OR ANTICIPATED.
- THE CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES WHICH ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL NOT ASSUME THE PROPOSED GRADING PLAN CREATES A "BALANCED SITE" AND SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES TO DETERMINE THEIR BID. THE CONTRACTOR IS EXPECTED TO CONSTRUCT THE PROJECT PER THE APPROVED GRADING PLAN. ESTIMATED QUANTITIES BY THE CONSULTANT, IF ANY, ARE PROVIDED AS A COURTESY ONLY AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING. DISCREPANCIES IN EARTHWORK QUANTITIES AFTER BEGINNING CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL REFERENCE THE ARCHITECTURAL, STRUCTURAL PLANS, SPECIFICATIONS, AND GEOTECHNICAL REPORT FOR ALL BUILDING PADS.
- TOP AND TOE SPOTS INDICATE FINAL GROUND ELEVATION AT HIGH SIDE AND THE LOW SIDE, RESPECTIVELY, OF THE WALL OR SLOPE (NOT ANY PHYSICAL ELEVATIONS OF THE WALL STRUCTURE). RETAINING WALL DESIGN IS NOT INCLUDED IN THESE PLANS.

ACCESSIBILITY NOTES

- IT IS THE ENGINEER'S INTENT THAT SURFACES AT ACCESSIBLE PARKING SPACES, AT DROP OFF AND PICK UP AREAS, ALONG ACCESSIBLE ROUTES, AND AT BUILDING ENTRANCES OR EXITS ARE CONSTRUCTED SUCH THAT THOSE SURFACES SHALL HAVE A SLOPE NOT GREATER THAN 2.00% IN ANY DIRECTION AND NOT LESS THAN 1.00% IN THE DIRECTION OF STORM WATER RUNOFF. HOWEVER, LONGITUDINAL SLOPES ALONG ACCESSIBLE ROUTES MAY BE INCREASED TO NOT MORE THAN 5.00% IF SO INDICATED BY THE ENGINEER'S GRADING PLAN.
- IN CASE OF DISCREPANCY WITH SPOT ELEVATIONS OR ELEVATION CONTOURS, THE ENGINEER'S INTENT DESCRIBED IN THIS NOTE SHALL GOVERN. THE CONTRACTOR SHALL CONSTRUCT THE IMPROVEMENTS IN COMPLIANCE WITH THE ENGINEER'S INTENT AS DESCRIBED IN THIS NOTE UNLESS THE CONTRACTOR HAS COORDINATED WITH THE ENGINEER AND RECEIVED WRITTEN AUTHORIZATION TO PROCEED OTHERWISE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AS A PART OF THE CONTRACTOR'S CONSTRUCTION OVERSIGHT DUTIES, TO THOROUGHLY REVIEW ALL PROPOSED SLOPES AND ELEVATIONS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENTS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF PLAN DISCREPANCIES OR DISCREPANCIES BETWEEN THE PLANS AND THE RULE DESCRIBED IN "ACCESSIBILITY NOTE 1". PRIOR TO CONSTRUCTION, AND THE CONTRACTOR SHALL ALLOW THE ENGINEER TIME TO REVIEW THE PLANS AND MAKE REVISIONS IF NECESSARY.
- THE ENGINEER'S PLANS HAVE BEEN PREPARED WITHOUT THE BENEFIT OF DETAILS REGARDING THE THRESHOLD TO BE INSTALLED AT BUILDING INGRESS/EGRESS LOCATIONS. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE ARCHITECT OF THE BUILDING TO ENSURE THAT ELEVATION DIFFERENCES BETWEEN THE BUILDING'S FINISHED FLOOR, THE THRESHOLD, AND THE FLATWORK ADJACENT TO THE BUILDING ARE IN COMPLIANCE WITH ALL APPLICABLE ACCESSIBILITY REQUIREMENTS.
- THE CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL LOCATIONS.
- IT IS IMPERATIVE THAT THE CONTRACTOR COORDINATE ACCESSIBILITY CONCERNS WITH THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTING THE IMPROVEMENTS. IF THE CONTRACTOR FAILS TO ADEQUATELY COORDINATE WITH THE ENGINEER AND THE ARCHITECT PRIOR TO CONSTRUCTING IMPROVEMENTS, ANY EXTRA COSTS TO RECTIFY ACCESSIBILITY ISSUES WILL BE AT CONTRACTOR'S SOLE EXPENSE, AND THE CONTRACTOR SHALL, WITH NO EXTRA PAY, PERFORM RE-WORK SUCH AS DEMOLITION, REMOVAL, RE-GRADING, AND REPLACEMENT OF ANY CONCRETE, ASPHALT, COMPACTED EARTH OR OTHER SURFACES, AND ALL OTHER RELATED IMPROVEMENTS, WHICH HAVE BEEN CONSTRUCTED BY CONTRACTOR OR CONTRACTOR'S SUB-CONTRACTOR THAT DO NOT COMPLY WITH ALL APPLICABLE CODES AND ACCESSIBILITY REQUIREMENTS

WATER AND SANITARY SEWER NOTES

- PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WHERE PROPOSED UTILITIES ARE BEING CONNECTED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING AND/OR CROSSING OTHER UTILITIES.
- ALL UTILITY CONSTRUCTION, WATER TAPS, VALVES, MANHOLES, AND SERVICES SHALL BE INSTALLED BY THE CONTRACTOR AFTER APPROVAL FROM THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION AND SHALL CONFORM TO ALL GUIDELINES AND REGULATIONS SET FORTH BY THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS FOR WATER AND SANITARY SEWER CONSTRUCTION.
- ALL FIRE LINES AND APPURTENANCES USED FOR FIRE PROTECTION SHALL CONFORM TO THE CURRENT THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS. DESIGN AND INSTALLATION OF ALL FIRE PROTECTION SYSTEMS SHALL BE DONE BY A STATE LICENSED FIRE SPRINKLER CONTRACTOR.
- ALL WATER MAINS 6"-12" DIA. SHALL MAINTAIN A MINIMUM COVER IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS UNDER UNPAVED FINISHED GRADE & PROPOSED OR EXISTING PAVEMENT. ALL SEWER MAINS SHALL MAINTAIN A MINIMUM COVER OF THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS.
- ALL SANITARY SEWER LINES SHALL BE A MINIMUM OF PVC (SDR-35) PIPE. ALL SANITARY SEWER LINES DEEPER THAN 10 FEET SHALL BE SDR-26. ALL WATER LINES SHALL BE C900, DR-18. MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS.
- THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO AVOID INTERRUPTION OF WATER AND SANITARY SEWER SERVICE TO SURROUNDING AREAS.
- EXISTING AND/OR PROPOSED WATER MAINS SHALL BE LOWERED BELOW OR ABOVE PROPOSED SANITARY AND STORM SEWER LINES TO MAINTAIN A MINIMUM OF 2.0 FEET OF VERTICAL SEPARATION. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 9'-FEET (OUTSIDE TO OUTSIDE) SEPARATION BETWEEN SANITARY SEWER AND WATER MAINS.
- EXISTING MANHOLE TOPS, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER UTILITY APPURTENANCES SHALL BE ADJUSTED, AS REQUIRED, TO MATCH PROPOSED GRADES AS SHOWN ON GRADING PLAN. S.S. MANHOLES IN UNPAVED AREAS SHALL BE ADJUSTED TO BE 6" ABOVE ADJACENT GRADE.
- FOR EACH SEWER AND WATER CROSSING, CONTRACTOR SHALL CENTER ONE SECTION OF SEWER PIPE ON THE EXISTING OR PROPOSED WATER MAIN.
- FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED ON THE BUILDING NO LESS THAN 18", OR NO MORE THAN 48" ABOVE ADJACENT GRADE.
- THE CONTRACTOR SHALL INSTALL CONCRETE COLLARS (OR OTHER APPROVED MEANS) ON THE UNDERGROUND UTILITIES, TO PREVENT GROUND WATER FROM MIGRATING IN THE UTILITY TRENCH, BELOW THE BUILDING SLAB.
- ALL WATER AND SANITARY SEWER SERVICES SHALL TERMINATE 5 FEET OUTSIDE THE BUILDING, UNLESS OTHERWISE NOTED, AND THE END OF THESE SERVICES SHALL BE TIGHTLY PLUGGED OR CAPPED. SEE M.E.P. OR ARCHITECTURAL PLANS FOR CONTINUATION.

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM CLOGGING STORM SEWER PIPES OR PROPOSED DRAINAGE INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND PERMANENT SOIL STABILIZATION IS ACHIEVED BY MEANS OF PAVEMENT AND VEGETATION OR OTHER PERMANENT EROSION CONTROL MEASURES.
- CONTRACTOR SHALL REFERENCE EROSION CONTROL PLAN NOTES AND SPECIFICATIONS FOR GENERAL STORMWATER POLLUTION PREVENTION AND BEST MANAGEMENT PRACTICES (BMP). BECAUSE EROSION CONTROL AND BMPs ARE CLOSELY TIED TO MEANS AND METHODS OF CONSTRUCTION, ENGINEER SHALL NOT BE HELD LIABLE, WHETHER JOINT OR SEVERABLE, FOR FINES RELATED TO THE STORMWATER POLLUTION PREVENTION, OUTSIDE OF THE CONTROLS ON THE SEALED EROSION CONTROL PLAN IN THIS SET.
- CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH EXISTING TOPSOIL AND VEGETATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SEEDED (OR SOODED), IRRIGATED, AND MAINTAINED UNTIL PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE. UNLESS OTHERWISE NOTED, PRIVATE LAWN AREAS AND PARKWAYS IN FRONT OF PRIVATE LAWN AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED WITH BLOCK SOD SIMILAR TO THAT EXISTING. LANDSCAPE AREAS OUTSIDE OF PARKING SHALL BE STABILIZED IMMEDIATELY AFTER PARKING PLACEMENT. FAILURE TO BEGIN STABILIZATION OF THESE AREAS MAY RESULT IN DELAYS FOR BUILDING PAD.
- THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE/EXIT AT ALL POINTS OF CONSTRUCTION ACCESS TO THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE. SEDIMENTS TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY.
- SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY. IT SHALL BE DONE FOR AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. A WHEEL WASH SYSTEM MAY BE INCORPORATED INTO THE STABILIZED CONSTRUCTION ENTRANCE/EXIT. ALL FINES IMPOSED FOR TRACKING OF SEDIMENT ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH IS DISTURBED.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND APPLICABLE AUTHORITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE APPLICABLE AUTHORITY.
- BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.

TRAFFIC CONTROL NOTES

- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS PRIOR TO ANY WORK IN A PUBLIC RIGHT-OF-WAY, SEALED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.
- ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST VERSION.
- THE CONTRACTOR SHALL COVER EXISTING SIGNS AND OBLITERATE EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF TRAFFIC CONTROL PLANS TO AVOID CONFUSION TO THE TRAVELING PUBLIC.
- ALL TEMPORARY SIGNS, BARRICADES, WARNING LIGHTS AND OTHER MISCELLANEOUS TRAFFIC CONTROL MEASURES SHALL BE REMOVED AND PERMANENT TRAFFIC CONTROL MEASURES, SIGNS, AND PAVEMENT MARKINGS REPLACED AT THE END OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
- TRAFFIC BARRICADES WILL BE REQUIRED AT ALL PROPOSED DRIVEWAY CONNECTIONS TO STREETS. BARRICADES SHALL CONFORM TO THE INSTALLATION SHOWN IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST VERSION.
- CONTRACTOR SHALL OBTAIN LANE CLOSURE PERMITS WHEN REQUIRED.
- CONTRACTOR SHALL COVER STREET EXCAVATIONS WITH ADEQUATELY ANCHORED STEEL PLATES DURING NONWORKING HOURS AND OPEN LANES OF TRAFFIC FLOW.
- APPROVED COPIES OF "TRAFFIC CONTROL PLANS" AND LANE/SIDEWALK CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES.

GENERAL NOTES

FORWARD INVESTMENT GROUP
WESLACO, TEXAS



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Emigdio Salinas 03/15/23
Emigdio "Milo" Salinas P.E. Date

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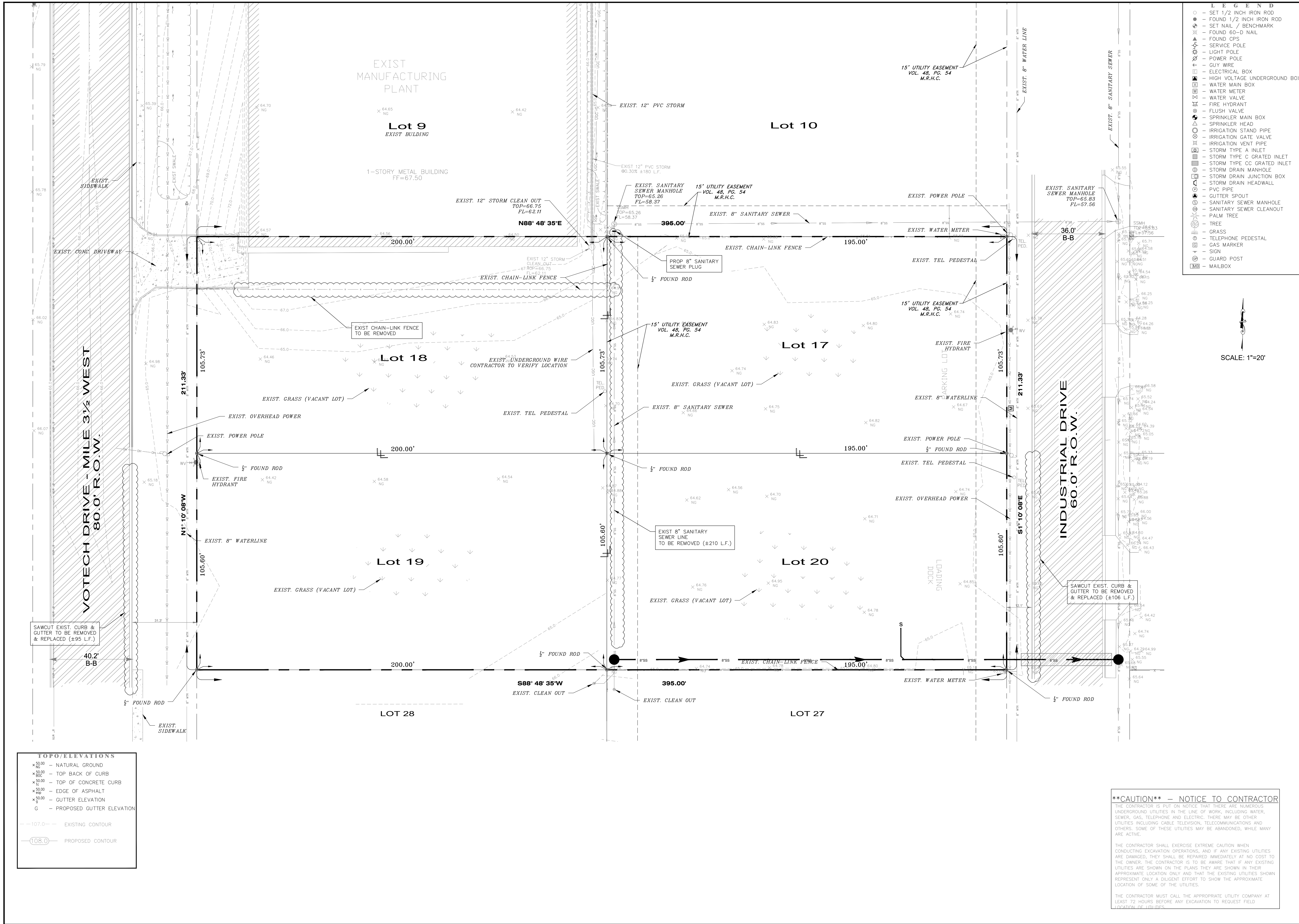
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EXISTING CONDITIONS & DEMOLITION PLAN

FORWARD INVESTMENT GROUP
WESLACO, TEXAS



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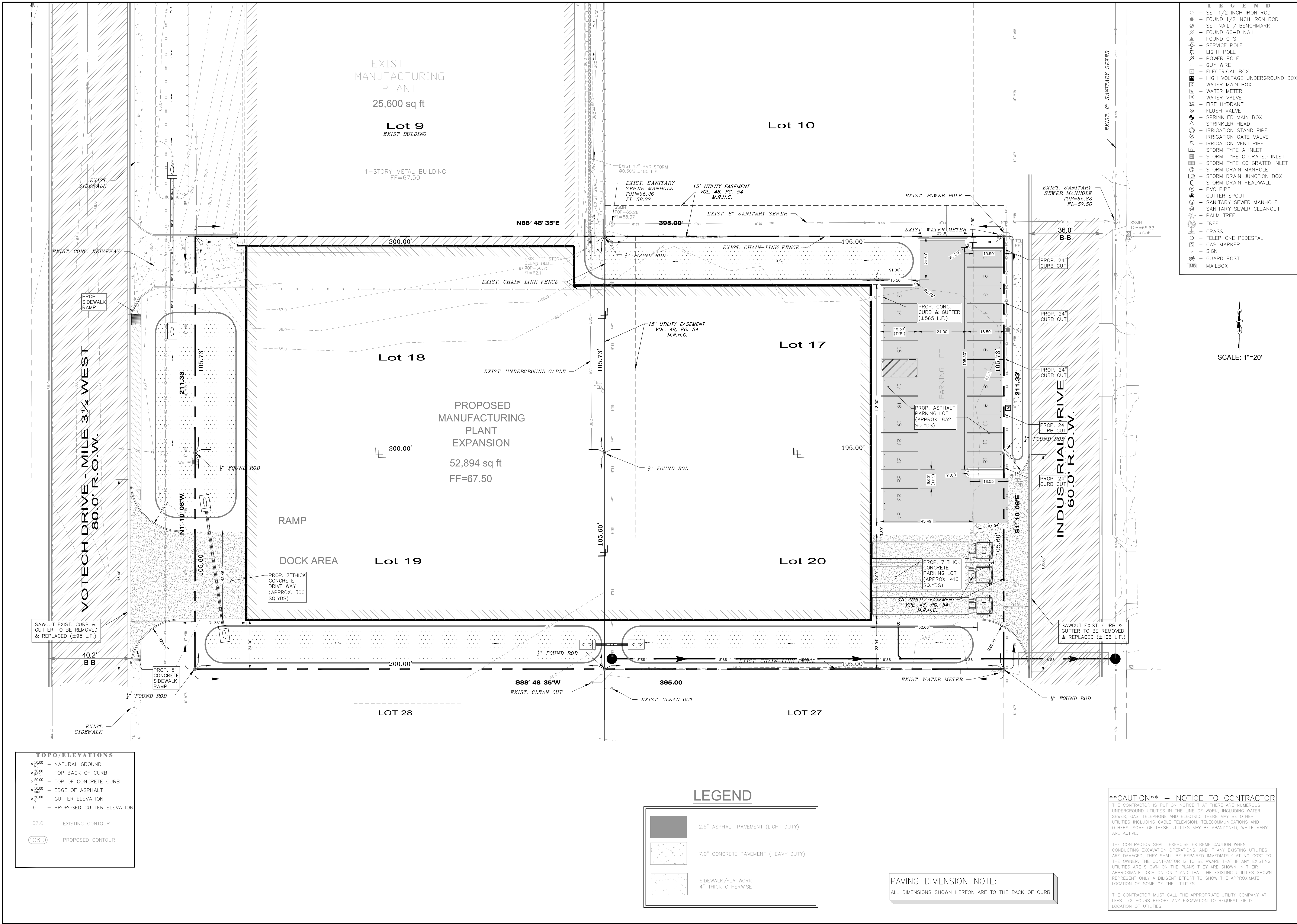
****CAUTION**** – NOTICE TO CONTRACTOR

THE CONTRACTOR IS PUT ON NOTICE THAT THERE ARE NUMEROUS UNDERGROUND UTILITIES IN THE LINE OF WORK, INCLUDING WATER, SEWER, GAS, TELEPHONE AND ELECTRIC. THERE MAY BE OTHER UTILITIES INCLUDING CABLE TELEVISION, TELECOMMUNICATIONS AND OTHERS. SOME OF THESE UTILITIES MAY BE ABANDONED, WHILE MANY ARE ACTIVE.

THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CONDUCTING EXCAVATION OPERATIONS, AND IF ANY EXISTING UTILITIES ARE DAMAGED, THEY SHALL BE REPAIRED IMMEDIATELY AT NO COST TO THE OWNER. THE CONTRACTOR IS TO BE AWARE THAT IF ANY EXISTING UTILITIES ARE SHOWN ON THE PLANS THEY ARE SHOWN IN THEIR APPROXIMATE LOCATION ONLY AND THAT THE EXISTING UTILITIES SHOWN REPRESENT ONLY A DILIGENT EFFORT TO SHOW THE APPROXIMATE LOCATION OF SOME OF THE UTILITIES.

THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT
LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST FIELD
LOCATION OF UTILITIES.

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PROPOSED PAVING & DIMENSIONAL PLAN

FORWARD INVESTMENT GROUP
WESLACO, TEXAS

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED PROFESSIONAL ENGINEER

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Emigdio Salinas 03/15/23
Emigdio "Milo" Salinas P.E. Date

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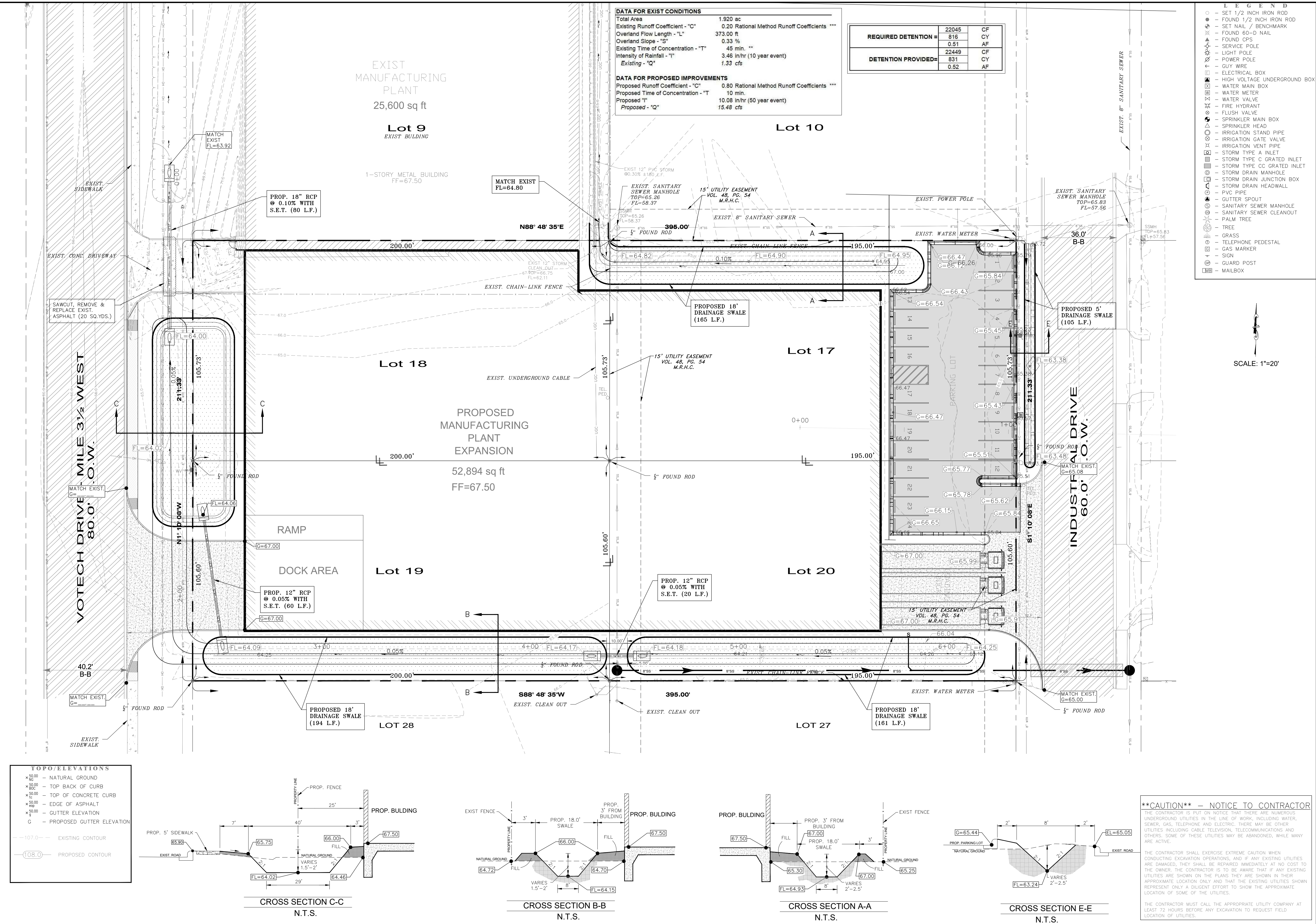
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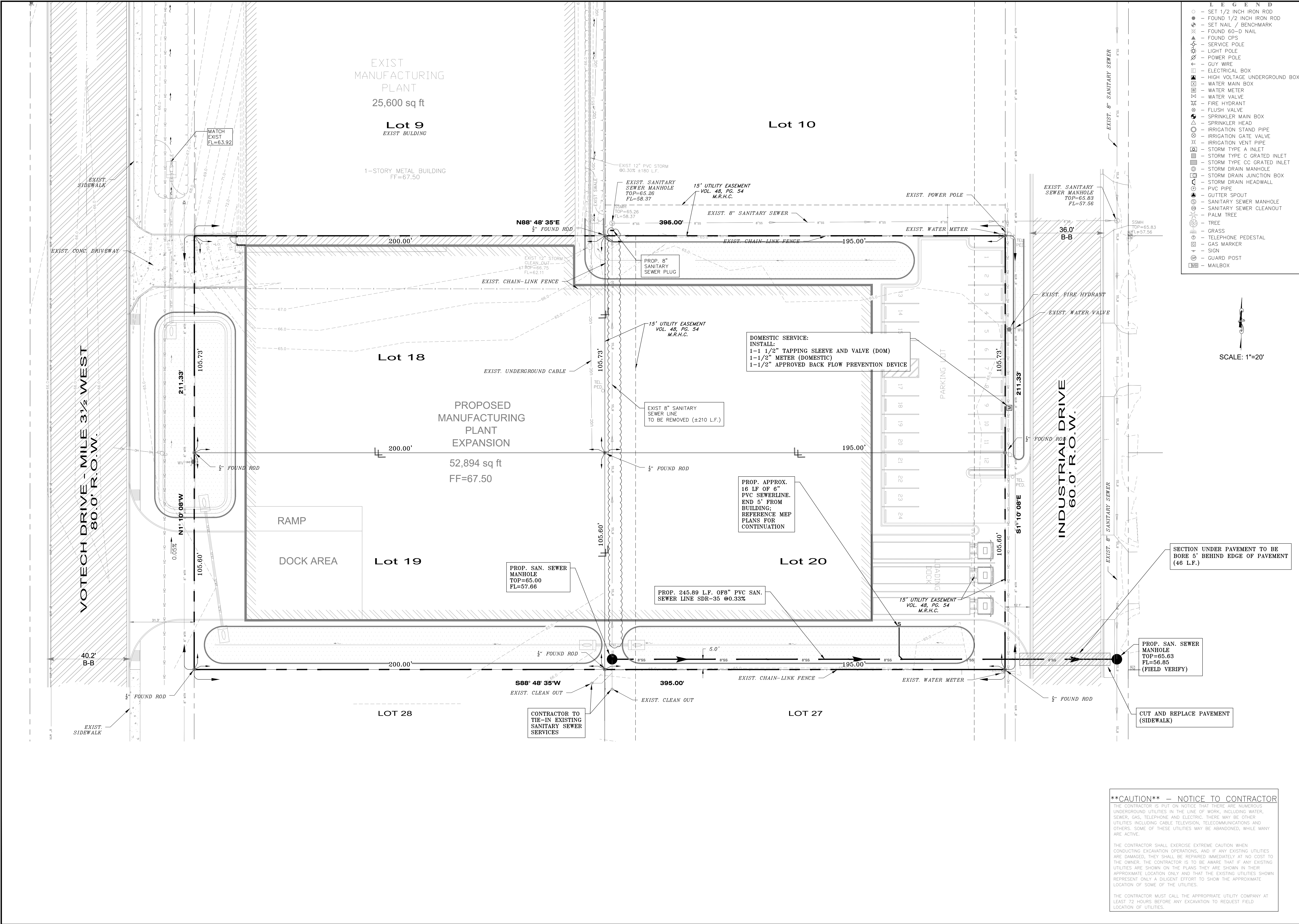
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PROPOSED UTILITY PLAN

FORWARD INVESTMENT GROUP

WESLACO, TEXAS

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED PROFESSIONAL ENGINEER

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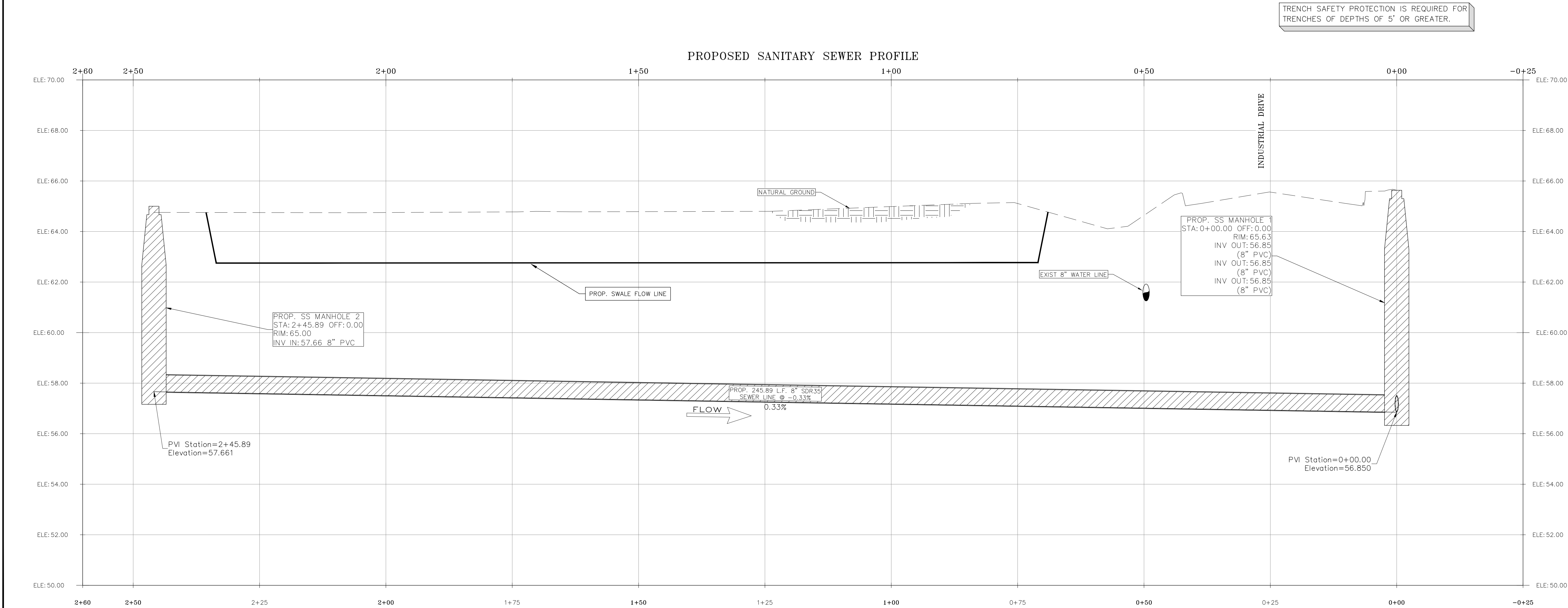
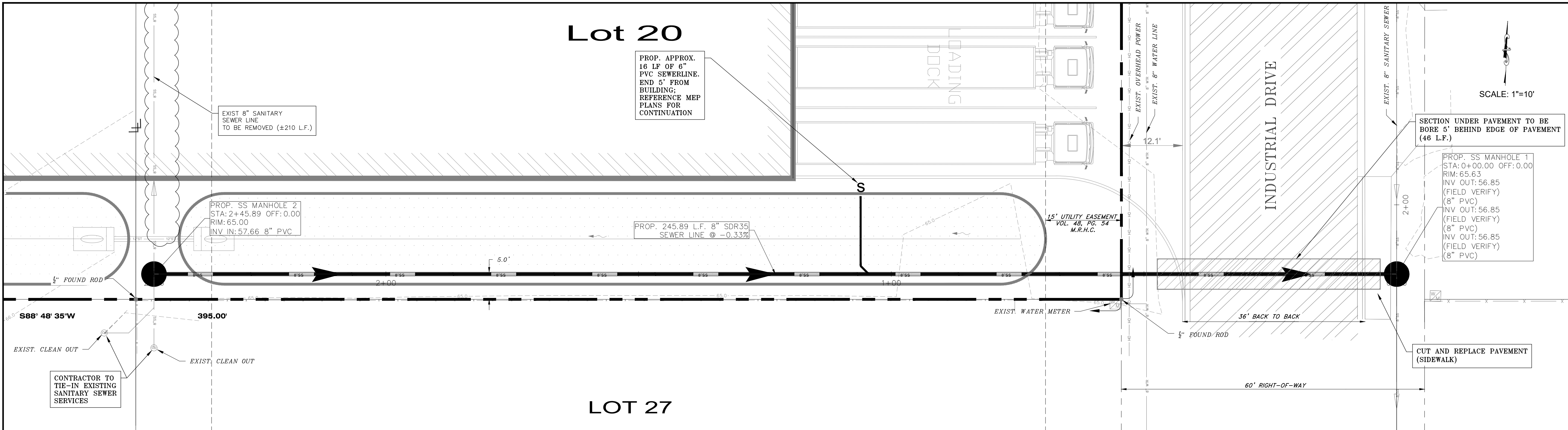
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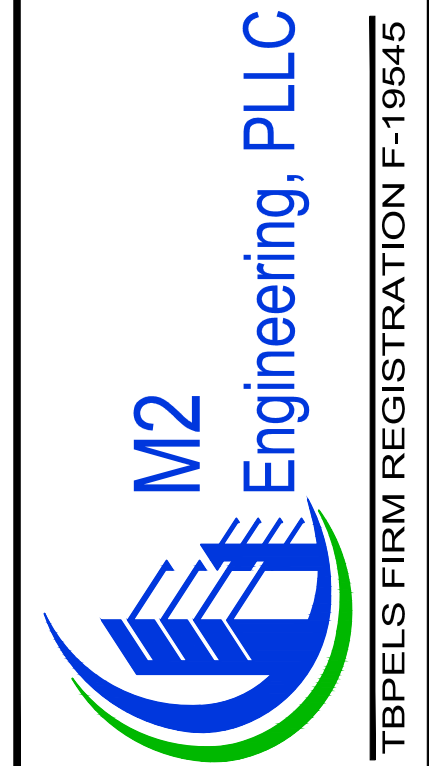
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Station -0+25.00 THRU 2+60.00
PROFILE VIEW
SCALE = H:1"=10' / V:1"=2'

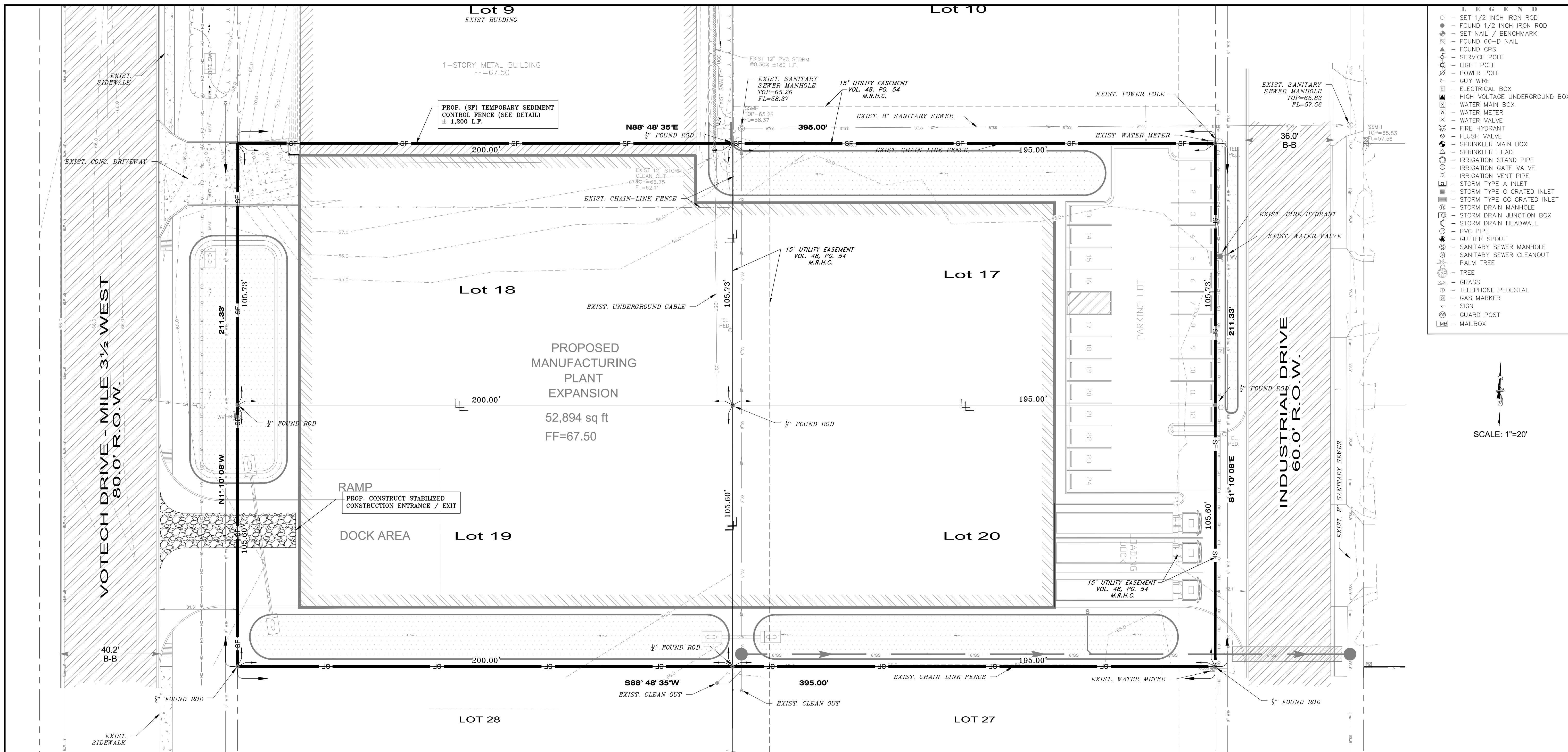
1810 E. GRIFFIN PARKWAY
MISSION, TX 78572
956.600.8628
www.m2engineers.com
FIRM REGISTRATION # F-19545



PROPOSED UTILITY PLAN
FORWARD INVESTMENT GROUP
WESLACO, TEXAS



SCALE:
DRAWN BY: CADTech4
CHECKED BY: MS
SURVEYED BY:
SHEET: 6 OF 11



L E G E N D

- — SET 1/2 INCH IRON ROD
- — SET 1/2 INCH IRON ROD
- ⊕ — SET NAIL / BENCHMARK
- ⊗ — FOUND 60-D NAIL
- ▲ — FOUND CPS
- ⊙ — SERVICE POLE
- ⊗ — LIGHT POLE
- ⊕ — POWER POLE
- ← — GUY WIRE
- — ELECTRICAL BOX
- ▲ — HIGH VOLTAGE UNDERGROUND BOX
- ⊗ — WATER MAIN BOX
- ⊗ — WATER METER
- ⊗ — WATER VALVE
- ⊗ — FIRE HYDRANT
- ⊙ — FLUSH VALVE
- ⊙ — SPRINKLER MAIN BOX
- △ — SPRINKLER HEAD
- — IRRIGATION STAND PIPE
- ⊗ — IRRIGATION GATE VALVE
- ⊗ — IRRIGATION VENT PIPE
- ⊗ — STORM TYPE A INLET
- ⊗ — STORM TYPE C GRATED INLET
- ⊗ — STORM TYPE CC GRATED INLET
- ⊗ — STORM DRAIN MANHOLE
- ⊗ — STORM DRAIN JUNCTION BOX
- ⊗ — STORM DRAIN HEADWALL
- ⊗ — GUTTER PIPE
- ⊙ — GUTTER SPOUT
- ⊙ — SANITARY SEWER MANHOLE
- ⊙ — SANITARY SEWER CLEANOUT
- ⊙ — PALM TREE
- ⊙ — TREE
- ⊙ — GRASS
- ⊙ — TELEPHONE PEDESTAL
- ⊗ — GAS MARKER
- ⊙ — SIGN
- ⊙ — GUARD POST
- ✉ — MAILBOX

SCALE: 1"=20'

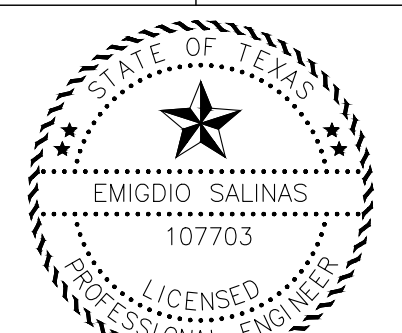
1810 E. GRIFFIN PARKWAY
MISSION, TX 78572
956.600.8628
www.m2engineers.com
FIRM REGISTRATION # F-19



M2
Engineering, PLLC

SUGGESTED EROSION CONTROL PLAN

**FORWARD INVESTMENT GROUP
WESLACO, TEXAS**



This seal appearing on this document was authorized by Emigdio Salinas P.E. No. 107703 on the above designated date.

Emidio "Milo" Salinas P.E. Date 03/15/20

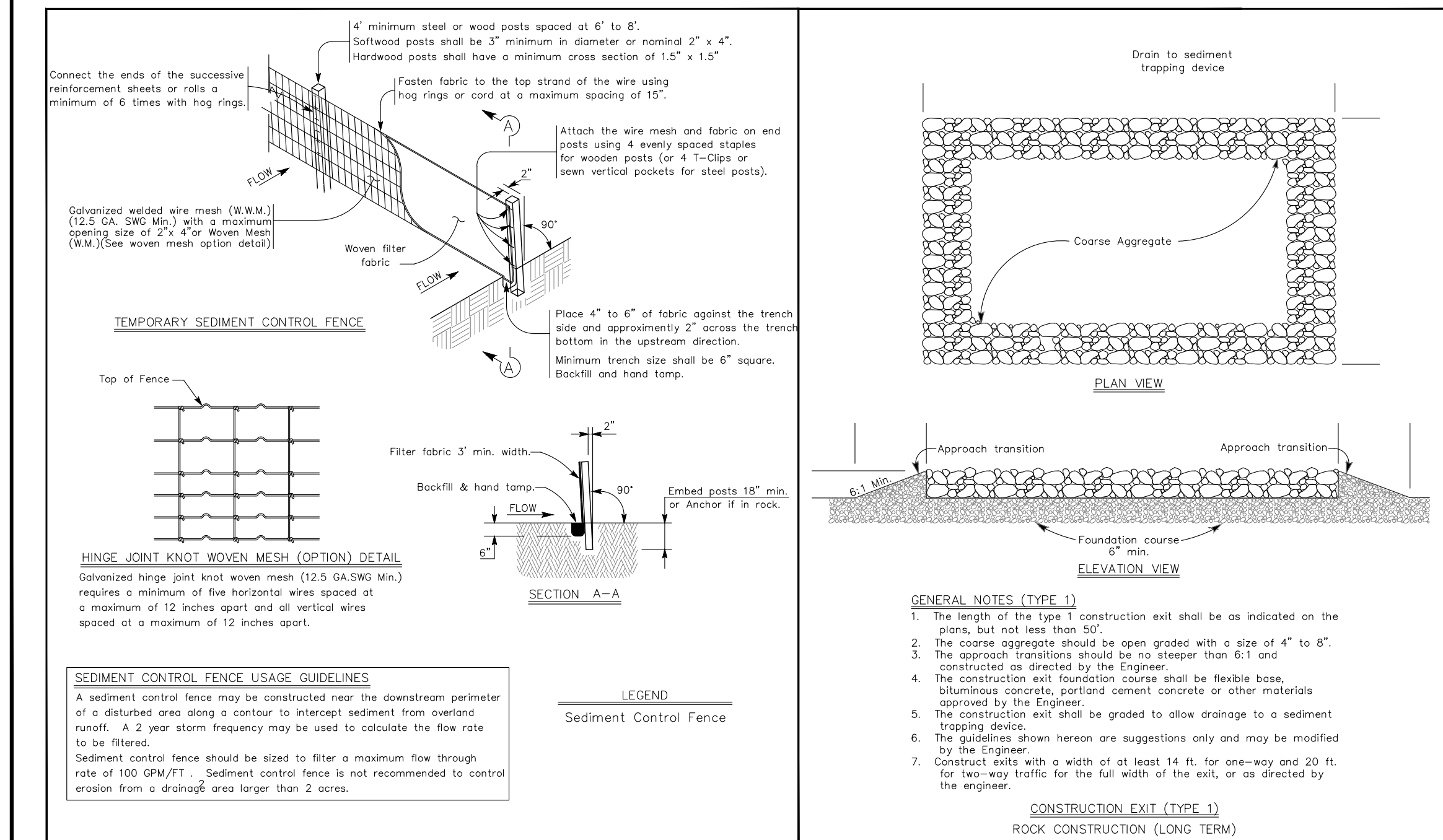
SCALE:

DRAWN BY:	CADTech4
CHECKED BY:	

SURVEYED BY: _____ MS

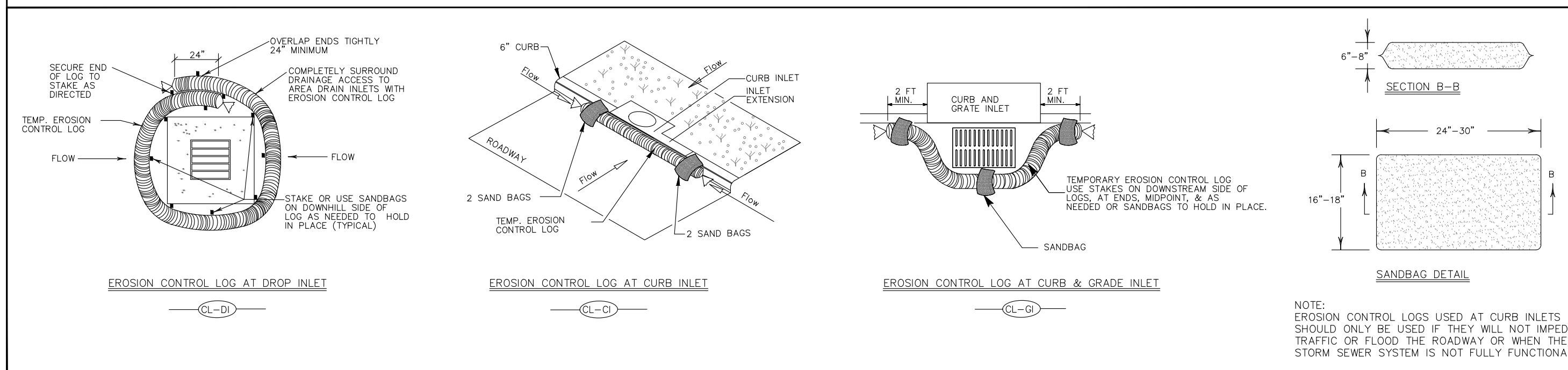
SHEET: **11**

7 OF 11



NOTE:
THIS PLAN REFLECTS MINIMUM REQUIREMENTS ONLY, AND DOES NOT CONSTITUTE A STORM WATER POLLUTION PREVENTION PLAN. THE CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROLS AS REQUIRED BY FIELD CONDITIONS AND CONSTRUCTION SCHEDULING. THE CONTRACTOR SHALL COMPLY FULLY WITH ANY APPLICABLE REQUIREMENTS AS ESTABLISHED IN THE CURRENT TPODES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.

NOTE:
1. CONTRACTOR TO MAINTAIN POSITIVE FLOW
OF ALL EXISTING DRAINAGE PATTERNS
DURING ALL PHASES OF CONSTRUCTION.



****CAUTION** - NOTICE TO CONTRACTOR**

THE CONTRACTOR IS PUT ON NOTICE THAT THERE ARE NUMEROUS UNDERGROUND UTILITIES IN THE LINE OF WORK, INCLUDING WATER, SEWER, GAS, TELEPHONE AND ELECTRIC. THERE MAY BE OTHER UTILITIES INCLUDING CABLE TELEVISION, TELECOMMUNICATIONS AND OTHERS. SOME OF THESE UTILITIES MAY BE ABANDONED, WHILE MANY ARE ACTIVE.

THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CONDUCTING EXCAVATION OPERATIONS, AND IF ANY EXISTING UTILITIES ARE DAMAGED, THEY SHALL BE REPAIRED IMMEDIATELY AT NO COST TO THE OWNER. THE CONTRACTOR IS TO BE AWARE THAT IF ANY EXISTING UTILITIES ARE SHOWN ON THE PLANS THEY ARE SHOWN IN THEIR APPROXIMATE LOCATION ONLY AND THAT THE EXISTING UTILITIES SHOWN REPRESENT ONLY A DILIGENT EFFORT TO SHOW THE APPROXIMATE LOCATION OF SOME OF THE UTILITIES.

THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT
LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST FIELD
LOCATION OF UTILITIES.

This seal appearing on this document was authorized by Emigdio Salinas P.E. No. 107703 on the above designated date.

 03/15/23

Emigdio "Milo" Salinas P.E. Date

DISCLAIMER:



(Less than 2000 ADT – See note 7)



Formula	Minimum Desirable Taper Lengths * *			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
	10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
	205'	225'	245'	35'	70'	160'	120'	250'
	265'	295'	320'	40'	80'	240'	155'	305'
$L = WS$	450'	495'	540'	45'	90'	320'	195'	360'
	500'	550'	600'	50'	100'	400'	240'	425'
	550'	605'	660'	55'	110'	500'	295'	495'
	600'	660'	720'	60'	120'	600'	350'	570'
	650'	715'	780'	65'	130'	700'	410'	645'
	700'	770'	840'	70'	140'	800'	475'	730'
	750'	825'	900'	75'	150'	900'	540'	820'

TYPICAL USAGE	
---------------	--

L NOTES

1. Flags attached to signs where shown are REQUIRED.

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer

9. Flaggers should use two-way radios or other methods of communication to control traffic.

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED PROFESSIONAL ENGINEER

 03/15/23

SCALE:
DRAWN BY:

CHECKED BY:	MS
SURVEYED BY:	

11 OF 11

11	OF	11
----	----	----

EXHIBIT "A"

METES AND BOUNDS Proposed 15-foot Utility Easement Lot 20, Mid Valley Industrial Park 4

A 0.062-of an Acre Tract (2,696.70 square feet) of land, more or less, being all the 15-foot strip lying North of and adjoining the South lot line of Lot 20, out of the Mid Valley Industrial Park 4, as per map or plat thereof recorded in Volume 48, Page 54, Map Records of Hidalgo County, Texas (Reference to which is here made for all purpose), is being more particularly described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a noted No. 4 Rebar found (**N: 16589408.0041, E: 1159565.0268**) for the apparent Southeast corner of said Lot 20; **THENCE**, S 88°52'48" W, with the apparent South lot line of said Lot 20, a distance of 15.00 feet to a point on the apparent West line of an existing 15.00 feet Utility Easement for the Southeast corner of said 0.062-of an Acre Tract, and also being the **POINT OF BEGINNING** of said 0.062-of an Acre Tract of land herein described;

THENCE, S 88°52'48" W, with the said South lot line of Lot 20 and of said 0.062-of an Acre Tract, a distance of 179.78 feet to a noted No. 4 Rebar found for the apparent Southwest corner of said Lot 20 and of said 0.062-of an Acre Tract of land herein described;

THENCE, N 01°10'08" W, with the apparent West lot line of said Lot 20 and of said 0.062-of an Acre Tract, a distance of 15.00 feet to a point for the Northwest corner of said 0.062-of an Acre Tract of land herein described;

THENCE, N 88°52'48" E, parallel to the said South lot line of Lot 20 and with the North lot line of said 0.062-of an Acre Tract, a distance of 179.78 feet to a point on the said West line of the existing 15.00 feet Utility Easement for the Northeast corner of said 0.062-of an Acre Tract of land herein described;

THENCE, S 01°10'08" E, parallel to the said West lot line of Lot 20, and with the said West line of the existing 15.00 feet Utility Easement and the East line of said 0.062-of an Acre Tract, a distance of 15.00 feet to the said point for the Southeast corner of said 0.062-of an Acre Tract of land herein described, also being the **POINT OF BEGINNING**, containing a gross of 0.062 of an acre (2,696.70 square feet), more or less.

Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 feet.

THE ABOVE DESCRIPTION IS BASED ON THE MID VALLEY INDUSTRIAL PARK 4 RECORDED MAP OR PLAT THEREOF IN VOLUME 48, PAGE 54, MAP RECORDS OF HIDALGO COUNTY, TEXAS. REFER TO EXHIBIT "B" PROPOSED EASEMENT PLAT.



Homero Luis Gutierrez

Homero Luis Gutierrez – R.P.L.S. # 2791

04/11/2023

Date

VO-TECH DR. (MILE 3 1/2 W)

- LEGEND**
- 1/2" IR ● 1/2" IRON ROD FOUND
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT OF WAY
 - D.R.H.C. DEED RECORDS HIDALGO COUNTY TEXAS
 - M.R.H.C. MAP RECORDS HIDALGO COUNTY TEXAS
 - VOL. VOLUME
 - PG. PAGE
 - SWD: SPECIAL WARRANTY DEED
 - TBM TEMPORARY BENCH MARK

SCALE 1" = 100'



BEARING BASIS - TEXAS STATE
PLANE COORDINATE SYSTEM,
TEXAS SOUTH ZONE 4205

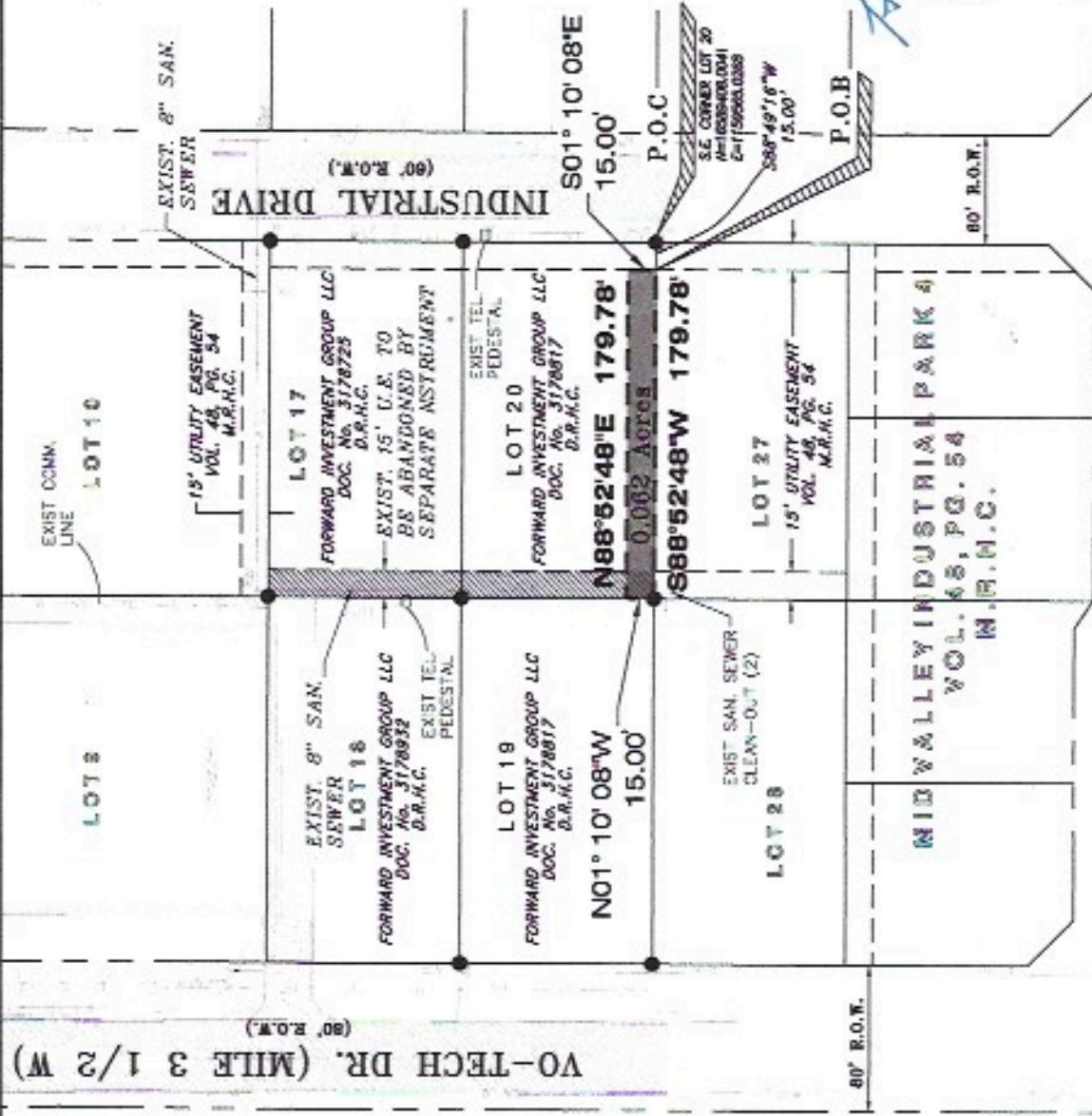
Homero Luis Gutierrez 04/11/2023

HOMERO LUIS GUTIERREZ
REG. PROFESSIONAL LAND
SURVEYOR NO. 2791

DATE

PROPOSED EASEMENT

BEING THE SOUTH 15 FOOT OUT OF LOT 20, MID
VALLEY INDUSTRIAL PARK 4, RECORDED IN VOLUME 48,
PAGE 54,
MAP RECORDS HIDALGO COUNTY, TEXAS



LEGEND

- SAN. - SANITARY
- SS-- EXIST. SANITARY SEWER LINE

HOMERO L. GUTIERREZ, P.E., R.P.L.S.

P.O. BOX 548
McAllen, Texas 78505
(956) 369-0988

ORDINANCE NO. 2023-22

AN ORDINANCE RELOCATING A 15-FOOT UTILITY EASEMENT RUNNING NORTH AND LOCATED BETWEEN LOTS 17 THROUGH 20, MID VALLEY INDUSTRIAL PARK #4 TO A 10-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTH PROPERTY LINE OF LOT 20, MID VALLEY INDUSTRIAL PARK #4, WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Relocating a 15-foot utility easement running North and located between Lots 17 through 20, Mid Valley Industrial Park #4 to a 10-foot utility easement located along the South property line of Lot 20, Mid Valley Industrial Park #4, 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 18th day of April 2023

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6517	
From: ARNOLDO BECHO			
Subject: Approval to renew the Summer Seamless Food Program, accepting meals at no charge from Weslaco Independent School District Food Services Department for distribution to school age children within the 2023 Summer Reading Program and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: For more than a decade the library has partnered with WISD to provide free lunches and snacks to school aged children during the Summer Reading Program. The 2023 Summer Seamless Food Program is made possible through a grant provided by the US Department of agriculture and requires no match from the City. Staff time is the only resource expended as a part of this partnership.			
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: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
ARNOLDO BECHO		Created/Initiated	
ARNOLDO BECHO		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo- 2023 Summer Seamless Food Program, Application for Non-Weslaco ISD Sites 2023			
Responsibilities upon Approval: Staff will submit proper paperwork to participate within the program. Staff which assist in the distribution of food will be properly trained to mitigate any kind of food borne illness. WISD protocol is very cautious and we have not had any complaints of sickness resulting from the food we have provided to our patrons. If approved, lunch and snack will be served beginning early June and end mid July. Lunch and snack will be served at noon and 3 pm respectively.			

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

April 14, 2023

To: David Suarez, Mayor; Jose "JP" Rodriguez, Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Adrian Farias, Commissioner; Martin Garza, City Manager
CC: Norma Cantu, Kayla Pena, Maricarmen Garcia, Andrew Munoz
Fr: Arnoldo Becho, Library Director
Re: Authorization to participate in the 2023 Summer Seamless Food Program

For the last 12 years the library has partnered with WISD to provide free lunches and snacks to school aged children during the Summer Reading Program. The 2023 Summer Seamless Food Program is made possible through a grant provided by the US Department of agriculture and requires no match from the City. Staff time is the only resource expended as a part of this partnership.

Staff which assist in the distribution of food are properly trained to mitigate any kind of food borne illness. WISD protocol is very cautious and we have not had any complaints of sickness resulting from the food we have provided to our patrons. If approved, lunch and snack will be served beginning early June and end mid July. Lunch and snack will be served at noon and 3 pm respectively.

This program is an excellent public service we are happy to have the opportunity to provide to our customers. The investment of City resources is minimal and our safety record is excellent. The library strongly recommends approval. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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

2023 Summer Seamless Food Program

Weslaco Independent School District
Food & Nutrition Services Department

APPLICATION DEADLINE: April 21, 2023

SITE NAME		SITE PHONE	
ADDRESS	CITY	STATE	ZIP CODE
CONTACT PERSON	PHONE	FAX	
CONTACT EMAIL		Do you have daily access to the internet? ☐ Yes ☐ No	

NAMES OF PEOPLE WHO WILL BE DISTRIBUTING MEALS (list at least two)

SITE QUALIFICATIONS (check all that apply)

☐ Dumpster
 ☐ Pavilion
 ☐ Restrooms
 ☐ Water fountain or access to drinking water
 ☐ Handwashing facilities

INCLEMENT WEATHER LOCATION (if different than the site address above) PHONE

REQUESTED MEAL SERVICE (check two maximum)

☐ Breakfast
 ☐ Lunch
 ☐ Snack

ESTIMATED DAILY PARTICIPATION (Enter # below)

Breakfast K-8 _____ Lunch K-8 _____ Snack K-8 _____
 9-12 _____ 9-12 _____ 9-12 _____

WHERE WILL MEALS BE SERVED?
(specify exact location)

REQUESTED DATES/TIMES

CIRCLE EACH DAY THAT YOU REQUEST MEAL SERVICE:

MAY 2023

M	T	W	Th	F
		31		

JUNE 2023

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JULY 2023

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

July 4th-no meal service

ENTER YOUR PREFERRED MEAL START/END TIMES: NOT GUARANTEED!

BREAKFAST

start time	end time	1 hr duration max

LUNCH

start time	end time	1.5 hour duration max

SNACK

start time	end time	1 hour duration max

NOTE: There must be at least a 3 hour interval between the beginning of breakfast and the beginning of lunch and a 3 hour interval between the beginning of lunch and the beginning of snack.

AUTHORIZED SIGNATURE

DATE

Your signature indicates that all information on this form is true and that you agree to follow all program rules, schedules, and guidelines including the following:

- Sponsor Sites will provide staff to distribute meals and complete all required paperwork.
- Weslaco ISD Food & Nutrition Services Department must be notified at least three weeks in advance of any special events or field trips.

SUBMIT THIS FORM TO:

Dora Pena, Food & Nutrition Services Director
 104 Garza Ave.
 Weslaco, TX 78596
 (956) 969-6593 office (956) 969-6596 fax



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6533	
From:			
Subject: Approval to renew the Remote Birth Access contract with Department of State Health Services for the period of September 1, 2023 through August 31, 2027 and authorize the Mayor to execute any related documents. (Staffed by City Secretary Department.)			
Background: This allows the Local Registrar continued access to the State's electronic repository of birth certificates so that qualified applicants may obtain at Weslaco City Hall an abstract copy of a birth certificate filed anywhere in Texas. Upon renewal of this agreement, the City effectively serves as an agent of the Texas Department of State Health Services (Vital Statistics Unit), bound by their policies in the issuance of these certificates, particularly determinations of qualifications, proof of identification, and cost of services. Additionally, the City agrees to compensate the State \$1.83/each certificate printed from the database. This contract, as proposed, allows the City of Weslaco, through its Vital Statistics Division of the City Secretary's Office, to continue to access an electronic repository of state-wide vital records. In turn, this allows qualified applicants to obtain on official bank note paper a copy of a birth certificate for an individual born anywhere in the State of Texas from the convenience of Weslaco City Hall. This is an invaluable service to our constituents, as City Hall typically can process the transaction while the individual waits. Increasingly, this office assists in such transactions for those seeking to obtain or renew their drivers' licenses at the regional headquarters of the Texas Department of Transportation, located on North FM 1015/International Blvd.			
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:

Approve.

Attachments, if any:

5_Attachment C - Statement of Work, RBA Signature Document - City of Weslaco, 4_Att B_Contract Affirmations - v 2.2

Responsibilities upon Approval:

ATTACHMENT C STATEMENT OF WORK

I. Responsibilities of the Parties

- A. Local Government shall use the Texas Electronic Registration Remote System (“TxEVER”) to search DSHS databases, locate data, and issue Certifications of Birth (“Birth Certificates”) only to authorized individuals or entities requesting such data. The Birth Certificates shall be provided to authorized individuals or entities in a format formally approved by DSHS. Local Government shall implement appropriate measures to ensure its use of TxEVER is not abused or misused by its personnel.
- B. DSHS will allow Local Government to access TxEVER during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, except national holidays as identified in *Tex. Gov’t Code* Section 662.003(a). In the event of an emergency or computer application error, DSHS may temporarily suspend TxEVER access without advance notice.
- C. Local Government shall acquire and retain at its own expense, the necessary data processing equipment, communications, hardware or software, and paper products in accordance with the requirements set out in *Tex. Admin. Code* Title 25, Section 181.28 and as specified by DSHS. If necessary, DSHS will provide technical assistance to Local Government to enable Local Government’s computer equipment to connect to TxEVER.
- D. Local Government acknowledges that TxEVER records may not be located or contain errors resulting from the following unintentional occurrences:
 - 1. Key-entry errors in spelling;
 - 2. Failure on the part of DSHS to update a file for an amendment or paternity determination; or
 - 3. The event year does not exist in TxEVER.
- E. Local Government shall provide DSHS with monthly written notification of errors or suspected errors discovered by Local Government in TxEVER.
- F. Local Government shall use TxEVER in conformance with *Tex. Health and Safety Code* Chapters 191, 192, and 195, as well as *Tex. Admin. Code* Title 25, Part 1, Chapter 181, and in the format formally approved by DSHS.

II. Fees, Invoicing, and Payment

- A. **Fees.** Local Government shall pay DSHS **\$1.83** for each birth certificate issued to Local Government from TxEVER. Local Government agrees to charge the same base search fee for a birth certificate as DSHS charges to Local Government. Additional fees may only be charged as authorized by *Tex. Health and Safety Code* Chapter 191 and *Tex. Admin. Code* Title 25, Part 1, Chapter 181.

DSHS acknowledges that Local Government’s payment obligations to DSHS are payable only from funds appropriated for the then current Local Government’s fiscal year and available for the purpose of the Contract. Local Government shall provide DSHS with prompt notice of failure of Local Government to receive adequate appropriations or otherwise sufficient revenue to satisfy its obligations under the Contract.

ATTACHMENT C STATEMENT OF WORK

- B. Invoicing.** DSHS will send itemized invoices to Local Government on the 1st of every month for all birth certificates provided to Local Government by DSHS in the prior month. Invoicing will be sent through the U.S. Postal Service to Local Government at:

Name: Norma A Cantu
 City of Weslaco
 255 S Kansas
 Weslaco, Texas 78596

Local Government shall direct any invoicing inquiries to DSHS either by phone at 512-776-2953 or email to yssbusinessservices@dshs.texas.gov.

- C. Payment.** Local Government shall remit payment in full to DSHS within thirty (30) days of its receipt of a DSHS invoice. Payment shall be remitted via mail or electronic fund transfer. Payment by Local Government shall be considered complete on the date received by DSHS.

Local Government shall send payments to DSHS at:

Texas Department of State Health Services Cash Receipts Branch
MC-2096
P.O. Box 149347
Austin, TX 78714-9347

or

JPMorgan Chase
Bank Acct # 0135371118
Bank Rt # 021409169
TIN # 320113643

CITY OF WESLACO INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO.

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”) and City of Weslaco (“**LOCAL GOVERNMENT**”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“TxEVER”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

I. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

<u>DSHS</u>	<u>Local Government</u>
Name: Department of State Health Services	Name: City of Weslaco
Attn: Contract Management Section	Attn: City Clerk
Address: 1100 W 49 th Street, MC-1990	Address: 255 S Kansas
City, State, and Zip: Austin, TX 78776-2679756	City, State Zip: Weslaco, Tx 78596
Contact Person: Gretchen Wells	Contact Person: Norma A Cantu
Telephone: (512) 776-2679	Telephone: (956) 968-3181
E-Mail: Gretchen.wells@dshs.texas.gov	E-Mail: nacantu@weslacotx.gov
Agency Number: 537	

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in **ATTACHMENT A, STATEMENT OF WORK**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months, in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

IV. AMENDMENT

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

V. FEES AND PAYMENT FOR SERVICES

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in **ATTACHMENT C, STATEMENT OF WORK**.

VI. NOTICE REQUIREMENTS

- A.** All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B.** Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

**Health and Human Services Commission
Attn: Office of the Chief Counsel
4601 W Guadalupe St. MC-1100
Austin, Texas 78751**

with copy to

**Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, MC-1919
Austin, TX 78756**

- C.** DSHS shall send legal notices to Local Government at the address below:

**City of Weslaco
255 S Kansas
Weslaco, Texas 78596
(956) 968-3181
nacantu@weslacotx.gov**

- D.** Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.

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- E.** Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.
- F.** Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

ATTACHMENT A: HHS DATA USE AGREEMENT - GOVERNMENTAL ENTITY (VERSION 8.5);
ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and
ATTACHMENT C: STATEMENT OF WORK.

VIII. MISCELLANEOUS TERMS AND CONDITIONS

- A. Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.
- E. Record Maintenance and Retention**
 - 1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and

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conditions of the Contract and all state and federal rules, regulations, and statutes.

2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

F. Dispute Resolution. To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

G. Entire Agreement. The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

H. Force Majeure. Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

I. INDEMNIFICATION

1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR**

**PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS
ISSUED UNDER THE CONTRACT.**

- 2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.**
- 3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.**

J. No Waiver of Sovereign Immunity. Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.

K. Severability. If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.

L. Waiver. The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

M. Termination

- 1. Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.

2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
 - i. Material Breach
If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

IX. CERTIFICATIONS

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party;
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR DSHS CONTRACT NO.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF WESLACO

Signature

Signature

Manda Hall, MD

Printed Name

Printed Name

Associate Commissioner for Community Health
Improvement

Title

Title



Date

Date

HEALTH AND HUMAN SERVICES
Contract Number **TBD**
Attachment **B CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6536	
From: OMAR RODRIGUEZ			
Subject: Approval of the Lease Agreement for the use of Mayor Pablo Pena City Park Baseball/Softball Fields 1, 2, & 3 for youth programs by the Boys & Girls Club of Weslaco from June 12, through July 21, 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)			
Background: The Boys and Girls Club of Weslaco provides a grass-roots non-affiliated youth baseball and softball program annually for the community.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: BGCW request for use of the park 2023, Lease Agreement BGW BASEBALL 2023			
Responsibilities upon Approval:			

LETTER REQUESTING USE OF A FACILITY Baseball Fields

GREAT FUTURES START **HERE.**



Date of Application: April 25,2023

Facility to be Reserved: Pablo Pena City Park

Purpose: Summer Youth Baseball and Softball

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

.....
MEMORANDUM: City of Weslaco

SUBJECT: Request for Use of Pablo Pena City Park

The ***Boys & Girls Clubs of Weslaco Inc.*** requests the use of Pablo Pena City Park fields ***1,2 & 3*** during the period ***June 12th through July 21st,2023.*** The games will be played Monday-Friday from 5:30 pm to 8:00 pm and Saturday from 9 am to 6 pm. We would also like the city to help us maintain the fields, provide toiletries, and hand soap, and also allow us to use the concession.

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

Sincerely,

Mary Gallardo Lopez

Mary Gallardo
Chief Executive Officer

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

On this ____ day of _____, 2023, the CITY OF WESLACO, a home rule municipal corporation located in Hidalgo County, Texas hereinafter referred to as "CITY" and THE BOYS AND GIRLS CLUB OF WESLACO, INC. hereinafter referred to as "LEAGUE" enter into this Lease Agreement for the lease of "CITY" property under the following terms:

1. The "CITY" leases to the "LEAGUE" certain real property and improvements physically located in the MAYOR PABLO PENA CITY PARK BASEBALL/SOFTBALL COMPLEX and Concession Stands as described in Exhibit "A", hereinafter referred to as the lease property.
2. The Term of this lease shall be from June 12th, 2023 and ending July 21st, 2023, hereinafter referred to as the lease term.

In consideration of the lease of "CITY" property described in Exhibit "A", the "LEAGUE" agrees as follows:

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the lease premises or assign this lease to any other party without the written consent of the "CITY".
3. The "LEAGUE" agrees and understands that the lease premises will be used exclusively for baseball games and related "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in any "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will carry liability insurance in a sufficient amount to protect the "CITY'S" interest in the lease premises and said insurance will name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises thirty (30) minutes before and thirty (30) minutes after the beginning of each game as set forth in the schedule described in Paragraph 7 of this Agreement. At all other times the general public shall have access to leased premises and the City will have authority to lease them out to third parties. Any disputes as to possession of leased premises shall be resolved and decided by the City Manager or his designee.
7. The "LEAGUE" will provide the schedule of "LEAGUE" activities to "CITY" at least one (1) week prior to start of said activities.

8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for all participants, spectators, and visitors.
9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2022 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to the person signing this agreement on behalf of "LEAGUE".
20. The "CITY" shall have one (1) weekend a month to host any functions it chooses at Mayor Pablo Pena City Park during the lease term. Notice will be given one (1) month in advance of function dates.
21. The "CITY" may at any time may request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

In **WITNESS WHEREOF**, the undersigned hereby execute this lease agreement as of the day and year first above written.

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

David Suarez, **Mayor**

APPROVED AS TO FORM:

BOYS & GIRLS CLUB OF WESLACO, INC.

Juan E. Gonzalez, **City Attorney**

Mary Gallardo Lopez, Chief Executive Officer





Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6537	
From: OMAR RODRIGUEZ			
Subject: Approval of Lease Agreement with the Weslaco Youth Football League to use Harlon Block Sports Complex East and West sports fields for youth 7 on 7 and Flag Football program from May 29th through July 15th 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background: The Weslaco Youth Football League provides a local youth program that serves the Weslaco community. This lease allows for the use of the park for practices and games held weekly Monday - Saturday.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ		Created/Initiated	
OMAR RODRIGUEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Request Use of Park Letter Summer 2023, WYFL SUMMER LEASE 2023			
Responsibilities upon Approval:			

WESLACO YOUTH FOOTBALL LEAGUE

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

April 26, 2022

City of Weslaco Parks and Recreation Dept.
Attn: Mr. Omar Rodriguez, Director
255 S. Kansas Ave.
Weslaco, TX 785960

Re: 2023 Summer Flag/ 7 on 7 Season- Request for Use of Harlon Block

City of Weslaco Parks and Recreation:

The Weslaco Youth Football League board and community would like to thank our City of Weslaco Commissioners, City Manager and Parks & Rec director and staff for their continued support of our youth football program. Your generosity and consideration have allowed us to grow from 250+ registered youth to over 500 registered youth over the course of the last 6 years.

It is once again time for our Summer Flag/7 on 7 Football program and we are respectfully requesting the use of Harlon Block Park for practices and games during the period of May 29, 2023 thru July 15, 2023, Monday-Saturday for our Weslaco Youth Football League teams. If you have any additional questions please do not hesitate to reach out to one of our executive board members. I have included our contact information below for your records.

Thank you for your support!!

Respectfully yours,



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

9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on February 18, 2023 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to the person signing this agreement on behalf of "LEAGUE".
20. The "CITY" shall have one (1) weekend a month to host any functions it chooses at Harlon Block Park Complex during the lease term. Notice will be given one (1) month in advance of function dates.
21. The "CITY" may at any time may request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

In **WITNESS WHEREOF**, the undersigned hereby execute this lease agreement as of the day and year first above written.

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

David Suarez, **MAYOR**

APPROVED AS TO FORM:

WESLACO YOUTH FOOTBALL LEAGUE

Juan E. Gonzalez, **City Attorney**

Belinda Ibarra, **President**

ATTACHMENT -A
HARLON BLOCK SPORTS COMPLEX – LABELED





Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6540	
From:			
Subject: Approval to solicit proposals from qualified insurance carriers for employer paid Group Life and AD&D Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources 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):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Approve as recommended staff.			
Staff Recommendation:			
Attachments, if any: MEMO CITY COMM 05 02 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

HUMAN RESOURCES DEPARTMENT

DATE: April 21, 2023

TO: Mayor and City Commission

CC: Martin Garza, City Manager

FROM: Luz Galindo, Human Resources Director

SUBJECT: RFP – Employer Paid Group Life and AD&D Insurance

Group Life Ins due to expire on September 30, 2023. Contract with Blue Cross Blue Shield renewed in October 2021 with guaranteed rates until October 01, 2023.

Collective Bargaining Agreement for Fire Fighters stipulates the City shall provide Weslaco Fire Department a minimum of One-Hundred Thousand (\$100,000) of life insurance coverage.



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6548	
From: ROBERT LOPEZ			
Subject: Approval to apply to the FY2023 COPS Hiring Program Grant to hire police officers to be assigned as School Resource Officers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: FY23COPS award fact sheet .H			
Responsibilities upon Approval:			



Fact Sheet

cops.usdoj.gov

2023 COPS Hiring Program

Strengthening Community Policing by Hiring Officers

The FY 2023 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new or rehire additional career law enforcement officers and to increase their community policing capacity and crime-prevention efforts.

The FY 2023 CHP award program is an open solicitation. All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

WHEN: Deadline for first part of application in Grants.gov is **May 4, 2023**, at 4:59 p.m. ET. Deadline for completed application in JustGrants is **May 11, 2023**, at 4:59 p.m. ET.
Start EARLY. This is more than a one-day process.

WHERE: 1. Register at www.grants.gov.
2. Complete the application in the [JustGrants Justice Grants System](#).

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

Supporting Local Law Enforcement in Advancing Community Policing so Communities can Thrive

More than 25 years after its establishment by the Violent Crime Control and Law Enforcement Act of 1994, the COPS Office continues to support the efforts of law enforcement agencies across the country to develop creative and innovative ways to meet long-standing challenges in their communities. To date, the COPS Office has been appropriated more than \$20 billion to advance community policing including grants awarded to more than 13,000 state, local, and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers.

COPS Office hiring programs like CHP assist law enforcement agencies in advancing public safety by enhancing their community policing efforts. In a changing economic climate, these programs help state, local, and tribal law enforcement agencies maintain sufficient sworn personnel levels to keep their communities safe.

Funding Provisions

FY 2023 CHP awards will provide up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a minimum 25 percent

local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

CHP awards provide funding for three years (36 months) of entry-level salary for each position awarded. The award period of performance is five years (60 months) to accommodate the hiring process. Agencies must retain each CHP-funded position for 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

Funding under this program may be used to do the following: (1) hire new officers (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of award funding; or (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of award funding. CHP applicants may request funding in one or more of these three hiring categories.

The COPS Office may grant a waiver of some or all of an applicant's local match requirement. During the application review process, waiver requests will be evaluated based on a demonstration of severe fiscal distress.

The COPS Office statutory nonsupplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded. CHP award funds must not be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

Applicants are required to affirm in their CHP award application that their agency plans to retain any additional officer positions funded following the expiration of the award and identify their planned sources of retention funding.

Highlights of FY 2023 CHP

Additional consideration in the application review process will be given to applicants that propose a community-based approach to the following problem/focus areas: Building Legitimacy and Trust, Violent Crime (particularly gun violence), Police-Based Response to Persons in Crisis, and Combating Hate and Domestic Extremism. If awarded CHP funding, recipients that chose any of these specific community policing problem areas will not be allowed to change the problem area post-award.

Additional consideration will also be given to applicants that meet any of the following criteria:

- **Executive Order 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety."** Applicants that demonstrate or seek to support the policies of the executive order
- **Persistent Poverty.** Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel.** Applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements
- **Community-based Hires.** Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation.** Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents or to areas of high crime
- **Diversity Training.** Agencies that require evidence-based cultural sensitivity training for officers
- **Safe Harbor.** Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as "safe harbor" laws) and permit individuals to vacate arrest or prosecution records for nonviolent offenses as a result of being trafficked

- **Catastrophic Incident.** Applicants that experienced an unanticipated catastrophic event or Attorney General-declared area in crime-related crisis
- **Hiring Veterans.** Applicants that commit to hiring at least one military veteran
- **Rural Designation.** Applicants from rural areas
- **Agency Not Funded in FY22.** Applicants that did not receive a CHP award in FY 2022

CHP recipients who use CHP funding to deploy school resource officers (SRO) will be required to submit a memorandum of understanding (MOU) between the law enforcement agency and the school partners. In addition, all applicants who receive FY 2023 CHP funding for SROs will be required to send each awarded SRO position to a training sponsored and subsidized by the COPS Office. Additional information about this training requirement will be provided to recipients at the time of award.

Contact the COPS Office

For more information about COPS Office programs and resources, please contact the COPS Office Response Center at AskCOPSRC@usdoj.gov or 800-421-6770.

How to Apply

Step 1. Register with the SAM (System of Award Management) database or confirm or renew your existing SAM registration.

Step 2. Confirm your entity's electronic business point of contact (E-Biz POC) in SAM is accurate.

Step 3. Register with Grants.gov or confirm your existing registration.

Step 4. Submit the first part of your application in Grants.gov. **Deadline to complete this step is May 4, 2023, at 4:59 p.m. ET.**

Step 5. Onboard your agency to the JustGrants Justice Grants System.

Step 6. Complete and submit the second part of your application in JustGrants (<https://www.justicegrants.usdoj.gov>).

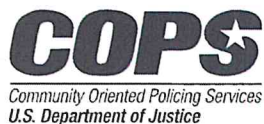
Further instructions and explanations of the application process can be found on the COPS Office website at <https://cops.usdoj.gov>.

Complete application packages for the FY 2023 CHP solicitation are due by **May 11, 2023, at 4:59 p.m. ET.**



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6549	
From: ROBERT LOPEZ			
Subject: Approval to apply to the FY2023 COPS School Violence Prevention Program to purchase communication equipment, a partnership with the Weslaco Police Department and the Weslaco Independent School District to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The goal of the School Violence Prevention Program (SVPP) is to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Fact Sheet item I			
Responsibilities upon Approval:			



Fact Sheet

cops.usdoj.gov

2023 COPS Office School Violence Prevention Program

The Office of Community Oriented Policing Services (COPS Office) has long demonstrated a commitment to school safety and to ensuring students' success in supportive, safe environments. The **COPS Office School Violence Prevention Program (SVPP)** is a competitive award program designed to provide funding to improve security at schools and on school grounds in the grantees' jurisdictions through evidence-based school safety programs. In FY 2022, the COPS Office awarded \$73 million in SVPP funds to 235 agencies benefiting more than 2,600 schools and more than 1.4 million students.

WHEN: Deadline for first part of application in Grants.gov is **May 10, 2023**, at 4:59 p.m. ET. Deadline for completed application in JustGrants is **May 17, 2023**, at 4:59 p.m. ET.
Start EARLY. Each of these is more than a one-day process.

WHERE: 1. Register at www.grants.gov.
2. Complete the application in the [JustGrants Justice Grants System](#).

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

Funding provisions

SVPP provides funding directly to states, units of local government, Indian tribes, and public agencies (school districts, public boards of education, police departments, and sheriffs' departments) to improve security at schools and on school grounds in the grantees' jurisdictions through evidence-based school safety programs and technology. Pursuant to 34 U.S.C. § 10551(b)(5)–(9), SVPP funding is authorized and available under the following purpose areas:

- "Coordination with local law enforcement"
- "Training for local law enforcement officers to prevent school violence against others and self"
- "Placement and use of metal detectors, locks, lighting, and other deterrent measures"
- "Acquisition and installation of technology for expedited notification of local law enforcement during an emergency"
- "Any other measure that, in the determination of the director of the COPS Office, may provide a significant improvement in security"

[Note: Applicants seeking to address school violence through other measures may wish to review the solicitations for the Bureau of Justice Assistance and the Office of Juvenile Justice and Delinquency Prevention STOP School Violence programs.]

A state, unit of local government, or Indian tribe may use the COPS Office SVPP award to contract with or make one or more subawards to

- “local educational agencies”;
- “nonprofit organizations (excluding schools)”;
- “units of local government”;
- “tribal organizations”.

Each award is three years (36 months) in duration. Each award recipient may receive a maximum federal share of \$500,000. Agencies are required to contribute a local cash match of at least 25 percent toward the total cost of the approved project during the award period. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

How to apply

Step 1. Confirm your entity’s System of Award Management (SAM) registration. Register with SAM or confirm that your existing SAM registration is active and accurate.

Step 2. Confirm that the contact information (name and email address) of your entity’s electronic business point of contact (E-Biz POC) in SAM is accurate.

Step 3. Register with Grants.gov or confirm your existing registration.

Step 4. Submit the first part of your application in Grants.gov. **Deadline to complete this step is May 10, 2023.**

Step 5. Onboard your agency to the JustGrants Justice Grants system.

Step 6. Complete and submit the second part of your application in JustGrants (<https://justicegrants.usdoj.gov>).

Further instructions and explanations of the application process can be found on the COPS Office website at <https://cops.usdoj.gov>.

Complete application packages for the FY 2022 COPS Office SVPP solicitation are due by **May 17, 2023, at 4:59 p.m. ET**. Applications in hard or electronic format sent via email or U.S. Mail will not be accepted.

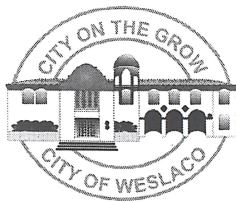
Contact the COPS Office

For more information about COPS Office programs and resources, please contact the COPS Office Response Center by phone at 800-421-6770 or by email at askCOPSRC@usdoj.gov.



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6489	
From:			
Subject: Discussion and consideration on Resolution 2023-35 appointing a member to the Planning and Zoning Commission for an unexpired term ending December 17, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Carolina Crockett_Redacted, R2023-35 P&Z member unexpired term			
Responsibilities upon Approval: Execute, notify appointee and department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Carolina Crockett DATE: 4/27/23
HOME ADDRESS: [REDACTED] Weslaco TX
() Inside City Limits () Outside City Limits
MAILING ADDRESS: [REDACTED] TX 78570
TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: (If retired, indicate former occupation or profession.)
Manager - San Jacinto Enterprises
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
- Algodon Exec Board
- Homeschool Committee - Weslaco Nature Center

PLEASE **NUMBER** IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____	WESLACO RECYCLING TASK FORCE _____
ANIMAL SHELTER ADVISORY BOARD _____	PARKS & RECREATION ADVISORY BOARD _____
BOARD OF ADJUSTMENTS - BUILDING _____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
BOARD OF ADJUSTMENTS - ZONING _____	PLANNING & ZONING COMMISSION <u>①</u>
CITIZENS DRAINAGE ADVISORY BOARD _____	TOWER OF HONOR _____
CIVIL SERVICE BOARD _____	WESLACO AIRPORT COMMITTEE _____
ECONOMIC DEVELOPMENT CORPORATION <u>②</u>	
HOTEL OCCUPANCY TAX ADVISORY BOARD _____	

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO
CITY SECRETARY
255 S. KANSAS AVENUE
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: (956) 968-3181
Fax: (956) 968-6717

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS YES

NO

RESOLUTION NO. 2023-35

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

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

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

WHEREAS, the resignation of Miles Bullion has created a vacancy for an unexpired term; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve an unexpired term on the Planning and Zoning Commission Board.

<u>NAME</u>	<u>UNEXPIRED TERM ENDING</u>
_____	<u>12/23/2023</u>

PASSED AND APPROVED on this 2nd day of May 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6506	
From:			
Subject: Discussion and consideration to approve final payment and release retainage in an amount not to exceed \$27,107 for Judge Gilbert Garza Soccer Fields project RFB No.: 2021-22-36 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: This project was awarded by the City Commission on October 18, 2022 to Green Thumb Landscaping for \$271,064. The contractor has completed their work and the architect has inspected the work and recommends final payment and release of the retainage amount of \$27,107.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: RFB 2021-22-36 GREENTHUMB LANDSCAPING PAY APP 6			
Responsibilities upon Approval:			

PAYMENT APPLICATION

APPLICATION NO: 6
FOR PERIOD ENDING: Apr 21, 2023

TO: City of Weslaco Parks & Rec
255 S Kansas Ave
Weslaco, Tx 78596
956447-3407
ATTN: Omar Rodriguez

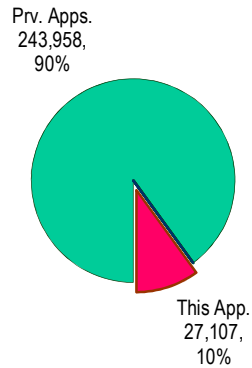
FROM: FR Green Thumb Landscaping
5212 Jackson Rd.
Edinburg, TX 78541

PROJECT: Gilbert Garza Weslaco Park Phase 2
NO: 2021-22-36
OWNERS PROJECT NO:

PREPARED BY: Ruth Ramos
PHONE: 956-380-2289

WORK CATEGORY: General Requirements
CATEGORY NO: 1

CONTRACT SUMMARY		
CONTRACT AMOUNT	ORIGINAL:	271,065
	CHANGES:	-
	TOTAL:	271,065
COMPLETED TO DATE:		271,065
RETAINAGE TO DATE:		-
COMPLETED LESS RETAINAGE:		271,065
PREVIOUS APPLICATION:		243,958
CURRENT PAYMENT DUE:		27,107
BALANCE TO FINISH INCLUDING RETAINAGE:		-



CHANGE ORDER SUMMARY						
NO CHANGE ORDERS						
APPROVED CHANGES	ADDITIONS		DELETIONS		NET	
	QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
PREV. APP. PERIODS:	-	-	-	-	-	-
THIS APP. PERIODS:	-	-	-	-	-	-
TOTAL:	-	-	-	-	-	-

CONTRACTOR'S CERTIFICATION

I hereby certify that the work for which this application is being submitted has been performed or is scheduled to be performed on or before the period ending Date. I further certify that this work is in accordance with contract documents.

RR
Ruth Ramos

Apr 21, 2023
Date

ARCHITECT'S CERTIFICATION

I hereby confirm that to the best of my knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount of (check one):

☒ This App: 27,107

☐ Other: _____
(Explain in Notes)

Signature
Andrew T. Hoffman

04-27-2023
Date

NOTES

APPROVED

Omar Rodriguez

PO 23-0954
APRIL 28, 2023

PAYMENT APPLICATION DETAIL

APPLICATION NO: 6
FOR PERIOD ENDING: Apr 21, 2023

FROM: FR Green Thumb Landscaping
WORK: 1 - General Requirements

PROJECT: Gilbert Garza Weslaco Park Phase
NO: 2021-22-36

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE	COMMENTS	
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total			Value (=0%)		
				Value	%	Value	%				
1	Bond Insurance	18,940	18,940	-	0%	18,940	100%	-	-		
2	Mobilization	4,500	4,500	-	0%	4,500	100%	-	-		
3	Overhead & Profit	29,670	29,670	-	0%	29,670	100%	-	-		
4	Crushed Granite Trails	19,785	19,785	-	0%	19,785	100%	-	-		
5	Site Prepatation	75,000	75,000	-	0%	75,000	100%	-	-		
6	Hydromulch	28,270	28,270	-	0%	28,270	100%	-	-		
7	Irrigation	89,900	89,900	-	0%	89,900	100%	-	-		
8	90 Day Maintenance	5,000	5,000	-	0%	5,000	100%	-	-		
			-	-	-	0%	-	0%	-	-	
Total Base Contract Work:		271,065	271,065	-	0%	271,065	100%	-	-		
Total Extra Work:		-	-	-	0%	-	0%	-	-		
GRAND TOTAL:		271,065	271,065	-	0%	271,065	100%	-	-		



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6538	
From:			
Subject: Discussion and consideration for staff to negotiate a contract with the top ranked firm in consideration of RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Municipal Swimming Pool and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: At the April 18th City Commission meeting, the top three ranked firms being considered for the Architectural / Engineering Design of the New Municipal Swimming Pool presented and were interviewed by the Commission. The final ranking is as follows: Sam Garcia Architect - 1 Gignac Architects - 2 Brandstetter Carroll - 3			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends authorization to negotiate a contract with the highest ranked firm Sam Garcia Architect, LLC and bring back for approval at the next regularly scheduled City Commission meeting.			
Attachments, if any: Municipal Pool interview scores averages 2022-23-07			
Responsibilities upon Approval:			

Architectural / Engineering Design Services for a new Municipal Swimming Pool
RFQ No.: 2022-23-07 / Interview Scores & Averages

	Gignac	Brandstetter	Sam Garcia
Mayor	98	93	95
Rodriguez	84	80	86
Farias	92	90	95
Lopez	91	80	96
Kerr	95	95	100
Pedraza	83	86	96
Gonzalez	80	50	60
Total points	623	574	628
Average score	89	82	89.71428571

NOTES:

Scores based on top three firms interviewed on 4/18/2023.

Selection of top three firms to be interviewed 4/4/2023.

A total of seven responses received and opened on 3/14/2023.

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

	GIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA AP
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	20	20	19
Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	20	20	20
Appropriateness of answers given during the Question and Answer portion of the interview (maximum 30 points)	28	25	27
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	15	13	14
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	15	15	15
Total Score	98	93	95

Evaluator:

David Suarez Mayor
 Print Name


 Signature

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

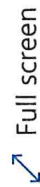
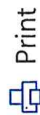
	GIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	18	17	18
Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	17	16	18
Appropriateness of answers given during the Question and Answer portion of the interview (maximum 10 points)	25	25	25
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	12	11	12
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	12	11	13
Total Score	84	80	86

Evaluator:

Jose P. Rodriguez

Print Name

Signature



Rfq 20

AF

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

	SIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA ARCHITECT, LLC
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	20	20	20
Demonstrate Team's understanding of the team approach to address the needs of the City of Westlaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	20	20	20
Appropriateness of answers given during the Question and Answer portion of the Interview (maximum 30 points)	22	20	25
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	15	15	15
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	15	15	15
Total Score	92	90	95

Evaluator:

Adrian Farias
Print Name

[Signature]
Signature

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

	GIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	15	13	18
Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	18	15	20
Appropriateness of answers given during the Question and Answer portion of the interview (maximum 30 points)	28	25	28
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	15	14	15
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	15	13	15
Total Score	91	80	96

Evaluator:

Leticia Lopez

Print Name


Signature

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

	GIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA ARCHITECTS, PC
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	20	20	20
Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	15	15	20
Appropriateness of answers given during the Question and Answer portion of the interview (maximum 30 points)	30	20	30
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	15	15	15
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	15	15	15
Total Score	95	95	100

Evaluator:

Greg Kerr
Print Name


Signature

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

	GIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	19	20	18
Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	18	16	20
Appropriateness of answers given during the Question and Answer portion of the interview (maximum 30 points)	22	24	28
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	11	13	15
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	13	13	15
Total Score	83	86	96

Evaluator:

Joshua Pedraza

Print Name

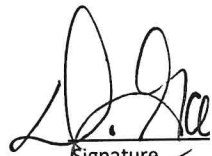
Josh
Signature

RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Pool

	GIGNAC ARCHITECTS, LLP	BRANDSTETTER CARROLL, INC	SAM GARCIA
Demonstrate Team's competence, qualifications, and ability (maximum of 20 points)	15	10	10
Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points)	15	10	15
Appropriateness of answers given during the Question and Answer portion of the interview (maximum 30 points)	20	10	15
Demonstrate competence to manage the MEP process and the deliverance of completed documentation. (maximum 15 points)	15	10	10
Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points)	15	10	10
Total Score	80	50	60

Evaluator:

ISRAEL Gonzalez Jr
 Print Name


 Signature



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6547	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration to grant a 10 foot AEP Electrical easement being a .048 acre tract of land out of Farm Tract 50, West Tract Subdivision, Hidalgo County, Texas to AEP Texas for Mayor Pablo Pena City Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: A new AEP easement is required to extend primary service from Airport Drive to Mayor Pablo Pena City Park and new sports lighting system for the tennis courts, baseball fields, restrooms and pavilions. The primary service was previously disconnected when the soccer field lighting was removed to prepare for the stormwater regional detention facility to be constructed at the park.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Site Map of AEP easement, WR#84418251-WESLACO CITY PARK-EASEMENT			
Responsibilities upon Approval:			

MAYOR PABLO PENA CITY PARK

AEP Easement



EASEMENT AND RIGHT OF WAY

CITY OF WESLACO, A TEXAS, HOME-RULED MUNICIPAL CORPORATION, (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in HIDALGO County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the “Easement Area”); Said tract of land conveyed to Grantor on deed recorded in Volume 754 Page 397-398, Official Public Records of HIDALGO County, Texas

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2023.

[Rest of this page intentionally left blank-Signature page follows]

TX230837
WR#84418251

CITY OF WESLACO
255 SOUTH KANSAS
WESLACO, TX

By: _____
DAVID SUAREZ-MAYOR FOR CITY OF WESLACO

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this _____ day of _____, 2023, by David Suarez, Mayor for the City of Weslaco, A Texas. Home-Ruled Municipal Corporation.

NOTARY PUBLIC, State of TEXAS

(Seal)

RIO-DELTA SURVEYING

24593 FM 88

Monte Alto, Texas 78538

956-380-5154 956-262-0222

TBPLS FIRM # 10013900

Metes and Bounds Description

EXHIBIT A

Sheet 1 of 3

A 10.0' AEP ELECTRICAL EASEMENT BEING A 0.48 ACRE TRACT OF LAND OUT OF FARM TRACT 50, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2 PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.48 ACRE TRACT OF LAND BEING OUT OF THE SAME LAND DESCRIBED IN VOLUME 804 PAGE 430 DEED RECORDS AND IS ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF AIRPORT DRIVE WITH THE SOUTH LINE OF FARM TRACT 50; THENCE N 01°12'20" W, WITH THE WEST LINE OF SAID AIRPORT DRIVE, A DISTANCE OF 52.13' TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 87°56'54" W A DISTANCE OF 435.29' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 67°23'21" W A DISTANCE OF 198.20'; TO A CORNER OF THIS TRACT OF LAND

THENCE S 89°14'43" W A DISTANCE OF 253.99' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 00°18'25" E A DISTANCE OF 117.39' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 89°41'35" W A DISTANCE OF 2.50' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 00°18'25" E A DISTANCE OF 15.00' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 89°41'35" E A DISTANCE OF 15.00' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 00°18'25" W A DISTANCE OF 15.00' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 89°41'35" W A DISTANCE OF 2.50' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 00°18'25" W A DISTANCE OF 107.20' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 89°14'18" E A DISTANCE OF 240.12' TO A CORNER OF THIS TRACT OF LAND;

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-380-5154 956-262-0222
TBPLS FIRM # 10013900

Metes and Bounds Description

EXHIBIT A

Sheet 2 of 3

THENCE N 06°01'48" E A DISTANCE OF 255.68' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 00°55'12" W A DISTANCE OF 224.76' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 30°51'30" W A DISTANCE OF 133.42' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 56°27'56" W A DISTANCE OF 51.46' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 72°21'08" W A DISTANCE OF 55.62' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 77°40'19" W A DISTANCE OF 70.03' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 84°06'21" W A DISTANCE OF 76.46' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 24°03'42" W A DISTANCE OF 47.57' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 66°02'06" W A DISTANCE OF 2.50' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 24°03'42" W A DISTANCE OF 15.00' TO A CORNER OF THIS TRACT OF LAND;
THENCE N 66°02'06" E A DISTANCE OF 15.00' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 24°03'42" E A DISTANCE OF 15.00' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 66°02'06" W A DISTANCE OF 2.50' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 24°03'42" E A DISTANCE OF 41.77' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 84°06'21" E A DISTANCE OF 71.25' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 77°40'19" E A DISTANCE OF 71.05' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 72°21'08" E A DISTANCE OF 57.48' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 56°27'56" E A DISTANCE OF 55.13' TO A CORNER OF THIS TRACT OF LAND;
THENCE S 30°52'35" E A DISTANCE OF 133.40' TO A CORNER OF THIS TRACT OF LAND;

RIO-DELTA SURVEYING

24593 FM 88

Monte Alto, Texas 78538

956-380-5154 956-262-0222

TBPLS FIRM # 10013900

Metes and Bounds Description

EXHIBIT A

Sheet 3 of 3

THENCE N 77°03'20" E A DISTANCE OF 111.40' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 12°56'40" E A DISTANCE OF 10.00' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 77°03'20" W A DISTANCE OF 111.03' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 00°55'12" E A DISTANCE OF 222.66' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 06°01'48" W A DISTANCE OF 256.92' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 67°23'21" E A DISTANCE OF 193.99' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 87°56'54" E A DISTANCE OF 432.91' TO THE WEST LINE OF SAID AIRPORT DR.
FOR A CORNER OF THIS TRACT OF LAND;

THENCE S 01°12'20" E A DISTANCE OF 10.02' TO THE POINT OF BEGINNING, CONTAINING
0.48 OF AN ACRE OF LAND, MORE OR LESS.



A stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

03-30-23

EXHIBIT "B"

CITY OF WESLACO
VOL. 804 PAGE 430 D.R.

WEST R.O.W. →

BEARING SHOWN BASED
ON T.S.P.C. SOUTH ZONE

NOT TO SCALE

PLAT SHOWING

A 10.0' AEP ELECTRICAL EASEMENT BEING A 0.48 ACRE TRACT OF LAND OUT OF FARM TRACT 50, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2 PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



03-30-23

CITY OF WESLACO
VOL. 804 PAGE 430 D.R.

WEST FARM TRACT 50
TRACT SUBD

LINE	BEARING	DISTANCE
L1	N 87°56'54" W	435.29'
L2	N 67°23'21" W	198.20'
L3	S 89°14'43" W	253.99'
L4	N 00°18'25" E	117.39'
L5	N 89°41'35" W	2.50'
L6	N 00°18'25" E	15.00'
L7	S 89°41'35" E	15.00'
L8	S 00°18'25" W	15.00'
L9	N 89°41'35" W	2.50'
L10	S 00°18'25" W	107.20'
L11	N 89°14'18" E	240.12'
L12	N 06°01'48" E	255.68'
L13	N 00°55'12" W	224.76'
L14	N 30°51'30" W	133.42'
L15	N 56°27'56" W	51.46'
L16	N 72°21'08" W	55.62'
L17	N 77°40'19" W	70.03'
L18	N 84°06'21" W	76.46'
L19	N 24°03'42" W	47.57'
L20	S 66°02'06" W	2.50'
L21	N 24°03'42" W	15.00'
L22	N 66°02'06" E	15.00'
L23	S 24°03'42" E	15.00'
L24	S 66°02'06" W	2.50'
L25	S 24°03'42" E	41.77'
L26	S 84°06'21" E	71.25'
L27	S 77°40'19" E	71.05'
L28	S 72°21'08" E	57.48'
L29	S 56°27'56" E	55.13'
L30	S 30°52'35" E	133.40'
L31	N 77°03'20" E	111.40'
L32	S 12°56'40" E	10.00'
L33	S 77°03'20" W	111.03'
L34	S 00°55'12" E	222.66'
L35	S 06°01'48" W	256.92'
L36	S 67°23'21" E	193.99'
L37	S 87°56'54" E	432.91'
L38	S 01°12'20" E	10.02'
L39	N 01°12'20" W	52.13'

AIRPORT DR
(PUBLIC R.O.W.)

SOUTH LINE OF WESLACO PARK

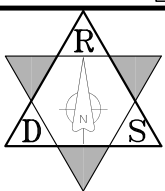
P.O.C.

P.O.B.

N16584959.5091
E1156550.7226

RIO DELTA SURVEYING

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(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900



JOB NUMBER
RIO 22 399

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Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6541	
From:			
Subject: Discussion and consideration to submit a letter of intent with the Knapp Community Care Foundation in regards to funding for a park project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation and Grant Writer.)			
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):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6532	
From: VIDAL ROMAN			
Subject: Discussion and consideration on Resolution 2023-36 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The Public Investments Funds Act requires annual reviewal and approval as per Section 2256 of the Texas Governmental Code.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Resolution.			
Attachments, if any: 050223 INVESTMENT POLICY MEMO, EXHIBIT A: INVESTMENT POLICY, R2023-36 ADOPTING INVESTMENT POLICY			
Responsibilities upon Approval: File.			

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: April 26, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Investment Policy

I have attached the City of Weslaco's Investment Policy which was last reviewed and adopted on September 7, 2021.

Chapter 2256, Government Code .005(e) states that the "Governing body must annually review policy and strategies". As the Investment Officer, I have reviewed the policy and have no recommendation to change its present structure.

Staff recommend acceptance of the Investment Policy as presented.

CITY OF WESLACO, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

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

II. INVESTMENT STRATEGY

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

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

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

III. SCOPE

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

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

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

IV. INVESTMENT OBJECTIVES

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

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

investment of pooled idle cash.

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

V. RESPONSIBILITY AND CONTROL

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

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

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

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

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

VI. PRUDENT PERSON RULE

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

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

appropriate action is taken to control adverse developments.

VII. ETHICS AND CONFLICTS OF INTEREST

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

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

VIII. INVESTMENTS

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

Authorized Investments:

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

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

Not Authorized:

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

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

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

IX. DIVERSIFICATION OF INVESTMENTS

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

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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

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

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

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

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

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

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

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

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

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

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

XI. SAFEKEEPING AND CUSTODY

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

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

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

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

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

XII. INVESTMENT REPORTING

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

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

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

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

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

XIII. AUDIT

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

XIV. INVESTMENT POLICY ADOPTION

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

resolution of the City Commission.

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

RESOLUTION NO. 2023-36

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 2ND day of May 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: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6530	
From:			
Subject: Discussion and consideration to accept and file the Quarterly Investment Report for the period ending March 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Pursuant to Chapter 2256 of the Government Code, Section 2256.023 requires quarterly reports to be submitted to the government body as per the Public Funds Investment Act (PFIA).			
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):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve acceptance and filing as presented and recommended by the Finance Director.			
Staff Recommendation: Staff recommends acceptance and filing.			
Attachments, if any: 033123 QTRLY INVESTMENT MEMO, 033123 QTRLY Investment			
Responsibilities upon Approval: File report.			

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: April 26, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending March 31, 2023

I respectfully submit the Quarterly Investment for the period ending March 31, 2023.

Interest payments collected continue to surpass the budgeted amount. We collected \$468,657 in the 2nd quarter of fiscal year 2023.

Total interest earned to date is \$817,622, which \$265,674 is allocated to the general fund and remainder is distributed to the respective funds.

Staff recommends acceptance and filing of these reports.

City of Weslaco, Texas
Investment Report
March 31 2023

Deposits:

Cash on Deposit
PNC Bank
Tex Pool
Tex Pool Prime
Greater State Bank 1/29/2022

Total

2nd Quarter	1st Quarter
03/31/23	12/31/22
\$ 15,090,742	\$ 7,552,856
889,552	879,863
48,331,997	37,876,205
240,841	240,629
\$ 64,553,133	\$ 46,549,552

Rates:

Cash - Interest Earning
PNC Bank
Tex Pool
Tex Pool Prime
Certificate of Deposits
Greater State Bank 1/19/2022

2nd Quarter	1st Quarter
03/31/23	12/31/22
0.10%	0.10%
4.61%	3.98%
4.80%	4.28%
0.35%	0.35%

Total Interest Earned for Period

Total Interest
Average Return
Benchmark - 4 week T-Bill Rate
Weighted Average Maturity (Days)

468,657	348,966
3.68%	3.59%
4.60%	3.95%
1.41	2.03

Total Interest Earned Year to Date \$ 817,622

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:



Sonia Flores
Assistant Finance Director



Date

Reviewed by:



Rosalinda Cavazos
Finance Director



Date



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6531	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to accept and file the Financial Reports (unaudited) as of March 31, 2023 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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):			
Rosalinda Cavazos		Created	
Rosalinda Cavazos			
Martin Garza			
City Manager Comments: Approve to accept and file Financial Reports as recommended by Finance Director.			
Staff Recommendation:			
Attachments, if any: 033123 QTRLY REPORTS MEMO, 033123 QTRLY Financials			
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: April 26, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending March 31, 2023

I have included the financials for the General, Water/Wastewater, Solid Waste and Airport funds for your review and acceptance for the period ending March 31, 2023.

General fund had a net surplus of \$7,197,508. Sales taxes received maintain a 5% increase from FY 2022. Advalorem taxes collection rate was 92.74% at the end of March. We still maintain a strong number of working capital days. (160 days)

Water/Wastewater is showing a \$625,273 deficit when calculating the net change of revenues over expenditures. The deficit is attributed to the debt payments we made February 15th. Currently we have 33 days in working capital.

Solid Waste fund net change in fund equity reflects a surplus of \$165,651. We currently have -41 working capital days.

Airport fund still reflects a negative net change.

Staff recommends acceptance and filing of these reports.

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CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - GENERAL FUND COMBINED
March 31, 2023
(Unaudited)

ASSETS

Cash and Equivalents	23,223,126	
Investment in Lease	-	
A/R Taxes-Current & Delinquent	1,483,958	
A/R Other	2,095,560	
A/R Ambulance Fees	1,932,668	
Due from other Funds	1,945,469	
Due from other Govt	(94,720)	
Inventory	198,321	
Prepaid Expense	2,538	
Restricted Assets (PEG)	562,435	
TOTAL ASSETS	31,349,355	-

LIABILITIES

Accounts Payable	542,840	
Accrued Salaries & Wages	1,827	
Due to other Funds	5,397,390	
Other Liabilities	408,642	
Escrow	1,554,365	
Trusts	562,435	
Deposits	5,836	
Deferred Revenues	4,643,888	
TOTAL LIABILITIES	13,117,223	-

FUND BALANCE

Nonspendable fund balance	98,719	
Restricted fund balance	1,500,000	
Committed fund balance	5,000,000	
Unassigned fund balance	4,766,235	
Change in net position	6,867,178	-
TOTAL FUND BALANCE	18,232,132	

TOTAL LIABILITIES AND FUND BALANCE	31,349,355	-
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CITY OF WESLACO, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GENERAL FUND COMBINED

March 31, 2023

REVENUES	Actual	Annual Budget
Ad Valorem Taxes	10,283,921	11,122,348
Sales Tax	7,189,456	12,034,500
Franchise Taxes	954,042	1,826,655
Permits & Licenses	510,137	751,800
Intergovernmental Revenue	832,617	1,558,367
Charges for Services	1,098,429	2,298,130
Fines and Forfeitures	268,358	624,058
Investment Income	270,004	22,000
Rentals and Royalties	12,158	15,010
Other Revenue	83,257	142,510
TOTAL REVENUES	21,502,379	30,395,378
EXPENDITURES		
General Government	1,868,640	4,242,242
Judicial and Legal	295,552	574,146
Public Safety	8,439,432	17,151,002
Public Works	291,734	741,921
Streets and Highways	1,101,397	2,215,843
Planning, Inspections & Engineering	747,157	1,665,440
Culture and Recreation	759,633	1,861,492
Nondepartmental	396,730	951,110
Capital Outlay	286,129	812,260
Debt Service	112,433	275,470
TOTAL EXPENDITURES	14,298,837	30,490,926
EXCESS OF REVENUES OVER EXPENDITURE	7,203,542	(95,548)
OTHER FINANCING SOURCES (USES)		
Transfers In	745,281	1,490,561
Transfers In (Out)	(751,314)	(1,479,525)
Other Financing Sources	-	250,000
OTHER SOURCES (USES)	(6,034)	261,036
NET CHANGE IN FUND BALANCE	7,197,508	165,488
Fund Balance - October 1 (Beginning)	11,849,309	
Fund Balance - September 30 (Ending)	19,046,817	
Number of days in working capital	160	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & WASTEWATER FUND COMBINED
March 31, 2023
(UNAUDITED)

	WATER	WASTEWATER	COMBINED
ASSETS			
Cash and Equivalents	1,560,483	(799,683)	760,800
Restricted Cash	1,729	-	1,729
Current Receivables	1,039,058	994,178	2,033,236
Inventory	112,366	150,457	262,823
Deferred Resource Outflow	69,859	21,526	91,385
Assets, net of Depr	11,131,595	27,940,935	39,072,530
TOTAL ASSETS	13,915,089	28,307,414	42,222,502
LIABILITIES			
Accounts Payable	444,980	45,362	490,342
Accrued Salaries & Wages	87,436	8,625	96,061
Customers Deposits	1,531,665	-	1,531,665
Due to Other Funds	(269)	(269)	(539)
Lease Payable	527,602	247,917	775,519
Other Liabilities	555,109	162,726	717,835
Deferred Resource Inflow	174,698	41,176	215,874
Long Term Liabilities - Bonds/Leases	4,490,179		4,490,179
TOTAL LIABILITIES	7,811,401	505,537	8,316,938
FUND EQUITY			
Net Investment in Capital Assets	-		-
Capital Fee Reserve	-	-	-
Unrestricted fund equity	5,794,525	28,736,313	34,530,838
Change in net position	309,163	(934,437)	(625,273)
TOTAL FUND EQUITY	6,103,688	27,801,876	33,905,564
TOTAL LIABILITIES AND FUND EQUITY	13,915,089	28,307,414	42,222,502

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
March 31, 2023

			Combined	Annual
REVENUES	WATER	WASTEWATER	Actual	Budget
Charges for Services	3,766,383	2,652,792	6,419,175	13,490,620
Utility Billing Penalties	72,819	60,090	132,909	215,000
Other Financing Sources (CIP)	-	383,066	383,066	695,000
Other Revenue	104,999	13,531	118,529	156,000
TOTAL REVENUES	3,944,201	3,109,478	7,053,679	14,556,620
EXPENDITURES				
Treatment	915,454	673,761	1,589,215	3,441,736
Distribution & Collection	404,241	781,987	1,186,228	2,534,281
Utility Billing	242,817	-	242,817	401,635
Water Meter Division	68,641	-	68,641	153,778
Capital Outlay	443,185	235,703	678,889	812,100
Debt Service/Leases	527,472	58,552	586,024	586,023
TOTAL EXPENDITURES	2,601,809	1,750,004	4,351,813	7,929,553
EXCESS OF REVENUES OVER EXPENDITURES	1,342,392	1,359,474	2,701,866	6,627,067
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	(1,033,228)	(2,293,911)	(3,327,139)	(6,626,060)
OTHER SOURCES (USES)	(1,033,228)	(2,293,911)	(3,327,139)	(6,626,060)
NET CHANGE IN FUND EQUITY	309,163	(934,437)	(625,273)	1,007
Fund Balance - October 1 (Beginning)			39,537,869	
Fund Balance - September 30 (Ending)			38,912,596	
Number of days in working capital				33

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
3/31/2023
(UNAUDITED)

ASSETS

Cash and Equivalents	(857,067)
Current Receivables	798,685
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	2,523
Assets, net of Depr	6,170,630
TOTAL ASSETS	8,114,772

LIABILITIES

Accounts Payable	146,366
Accrued Salaries & Wages	55,163
Other Liabilities	11,478
Due to Other Funds	145
Noncurrent Liabilities	5,774,404
Deferred Resource Inflow	9,052
TOTAL LIABILITIES	5,996,608

FUND EQUITY

Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	1,952,513
Change in net position	165,651
TOTAL FUND EQUITY	2,118,164

TOTAL LIABILITIES AND FUND EQUITY	8,114,772
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*Fund equity includes \$2M loan advanced to Water/Sewer Fund
from Solid Waste Fund to complete WTP Project -

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SOLID WASTE FUND
March 31, 2023

	Solid Waste Collection	Brush Collection	Combined Actual	Annual Budget
REVENUES				
Intergovernmental Revenue	24,048		24,048	-
Charges for Services	2,345,632	656,703	3,002,335	5,898,217
Other Revenue	53,868	-	53,868	90,000
TOTAL REVENUES	2,423,549	656,703	3,080,252	5,988,217
EXPENDITURES				
Collection	1,201,499	-	1,201,499	2,097,605
Transfer Station/Recycling	-	73,904	73,904	133,763
Landfill	-	14,260	14,260	48,000
Brush Collection	-	289,530	289,530	639,779
Capital Outlay	169,741	-	169,741	668,554
Debt Service	-	603,167	603,167	896,769
TOTAL EXPENDITURES	1,371,240	980,861	2,352,100	4,484,471
EXCESS OF REVENUES OVER EXPENDITURES	1,052,309	(324,158)	728,151	1,503,746
OTHER FINANCING SOURCES (USES)				
Other Financing Sources	-		-	645,754
Transfers In	-		-	
Transfers (Out)	(562,500)		(562,500)	(1,125,000)
OTHER SOURCES (USES)	(562,500)	-	(562,500)	(479,246)
NET CHANGE IN FUND EQUITY	489,809	(324,158)	165,651	1,024,500
Fund Balance - October 1 (Beginning)	1,958,289			
	-			
Fund Balance - September 30 (Ending)	2,123,940			
Number of days in working capital		-41		

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
AIRPORT FUND
March 31, 2023

REVENUES	Actual	Annual Budget
Charges for Services	373,987	625,350
Rentals	62,828	123,300
Intergovernmental Revenue	40,262	50,000
Other Revenue	720	1,500
TOTAL REVENUES	477,797	800,150
EXPENDITURES		
Airport Operations	721,490	989,644
Capital Outlay	106,646	141,500
Debt Service	73,914	93,257
TOTAL EXPENDITURES	902,050	1,224,401
EXCESS OF REVENUES OVER EXPENDITURES	(424,252)	(424,251)
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	125,000	250,000
OTHER SOURCES (USES)	125,000	250,000
NET CHANGE IN FUND EQUITY	(299,252)	(174,251)
Fund Balance - October 1 (Beginning)	10,853,937	
Fund Balance - September 30 (Ending)	10,554,685	
Number of days in working capital	-104	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - AIRPORT FUND
March 31, 2023

ASSETS

Cash and Equivalents	(359,672)
Due from Other Government	-
Current Receivables	194,235
Lease Receivable	287,723
Inventory	65,519
Restricted Assets	100
Deferred Resource Outflow	16,798
Assets, net of Depr	14,297,274
TOTAL ASSETS	14,501,977

LIABILITIES

Accounts Payable	195,958
Accrued Salaries & Wages	34,702
Due to Other Funds	1,945,469
Due to Other Governments	-
Other Liabilities	86,935
Deferred Resource Inflow	340,950
Notes Payable	1,343,280
TOTAL LIABILITIES	3,947,294
Reserved fund equity	-
Unreserved fund equity	10,853,936
Change in net position	(299,252)
TOTAL FUND EQUITY	10,554,683

TOTAL LIABILITIES AND FUND EQUITY **14,501,977**

(0)



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6539	
From:			
Subject: Discussion and consideration on the request from Inframark for the purchase of pumps for the Water Treatment Plant, Wastewater Treatment Plant and Lift Stations out of ARPA funds not to exceed \$70,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Inframark is requesting to use the fund from previously rescinded items to purchase the following items:			
· Raw Sludge Pump \$24,500 Lewis Electric · Mud Pump Pedestal \$ 8462.02 Texas Machine Shop · WTP Mud Pump#5 \$8,000 Dynamic Pump Systems · LS6 Pump Replacement \$6,500 Dynamic Pump Systems · LS 27 Pump Replacement \$14,170 Lewis Electric Motors · Submersible Pump SWWTP \$7,898.82 Xylem			
For a total of \$ 69,530.84.			
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: Approved April, 2023.			
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 is recommending approval			
Attachments, if any: 040723 INFRAMARK AGENDA MEMO, 020723 Lewis Electric Approved Items, WTP Sludge Pump, Raw Sludge Pump, LS6 Replacement Self-priming pump, LS27 Replacement Submersible Pump, SWWTP Submersible Pump			
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 30, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Inframark Agenda Item

The City Commission on February 7, 2023, approved the purchase of three pumps.

- High Service Pump for \$26,939.36
- Transfer Pump for \$44,979.73
- Backwash Pump for \$95,937.50

For a total of \$167,856.59.

Inframark is requesting to use the funds to purchase the following items:

- Raw Sludge Pump \$32,731.58 Lewis Electric
- WTP Mud Pump#5 \$8,000 Dynamic Pump Systems
- LS6 Pump Replacement \$6,500 Dynamic Pump Systems
- LS 27 Pump Replacement \$16,050 Dynamic Pump Systems
- Submersible Pump SWWTP \$13,030.12 Xylem

For a total of \$ 76,311.70. These items will be presented in a future meeting for approval.

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

Inframark

2500 N. Texas Blvd
Weslaco, TX 78599

Quotation

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. **17201**
Date Jan 6, 2023
valid until Feb 3, 2023

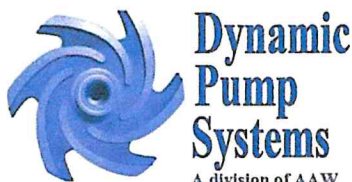
Qty	Description	each	Total
1	Peerless Pump Model 1327023- 250HP, 1700RPM, 4700GPM (High Service)	26,939.36	26,939.36
	14 Weeks Lead Time		
	Please Allow Freight		
		Total	26,939.36

General Pump Construction

Materials

Pump Material: Bronze Fitted Horiz Mount
Pump Rotation: Clockwise (Right Hand)
Casing: CI Casing Assembly 125lb/125lb ANSI Flanges
Gaskets: Hardware & Split Flange Gasket for Casing
Impeller Configuration: Standard
Impeller Material: Brass Impeller with Bronze Rings
Casing Ring Material: Bronze Casing Rings
Shaft Configuration: Single Row Outboard Bearing
Shaft Material: CW (RH) Shaft - 416SS, Single Row Outboard Bearing
Shaft Sleeve Material: 304 SS Shaft Sleeves (set)
Bearing Lubrication: Standard Grease Lubricated Ball Bearings
Bearing Protection: Single Row Outboard/Inboard Brgs with Std Lip Seals
Coating: Standard Blue Enamel
Seal & Packing Construction
Seal Options
Seal Type: Mechanical
Seal Material: Crane Type 21 Mech Seal 225° F Max BF5010101 Ceramic Seat (S
Seal Piping: Mechanical Seal Flush Piping - 18-8 Stn Steel
Testing & Certification
Product Certifications
CE Mark: None

250 HP High Service
Pump



Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

To: Inframark Weslaco
Attn: Jessa Alaniz
Project: 250 hp Split Case Pump WTP
Engineer:
DPS Rep: JERRY OCHOA

Date: **01/06/2023**

Quote Number: **JO-006-23**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter.

Quote is for a Peerless Split case pump model 10AE14A, Pump conditions are 4700GPM at 165FT at 1770 rpms. Motor required is a 250hp. Impeller diameter is 13.70", rotation is Clockwise. Materials in pump are Standard bronze impeller and wear rings. With 304 SS shaft sleeves and type 21 mechanical seals. Motor and Base are not included.

Price \$ 29,000.00
Please allow for freight
Please allow 10-12 week delivery

Submitted by,
Jerry Ochoa
JERRY.OCHOA@DYNAMIC PUMPSYSTEMS.COM
CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, re-installation or crane service. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.



LEGACY SUPPLY & CONSULTING
Providing Solutions

Office Contact:
830.481.3377

Emails:
• Brittany@lscnbtx.com
• Info@lscnbtx.com

Remit To:
301 Main Plaza, Suite 325
New Braunfels, TX 78130
www.lscnbtx.com

Contact

Customer Number

CASH-EXEMPT

Quote Date

7/19/2022

Quote Number

LSQ1110

Quote To:

Inframark

Ship To:

Inframark

FOB

Ship Via

Bestway

Terms

COD

Quoted By

Brittany Myers

Customer RFQ

Customer PO

Product ID	Qty	Description	Sales Price	Total
1327023	1	Peerless Pump Model 1327023- 250HP, 1700RPM, 4700GPM (High Service)	29,978.50	29,978.50
Freight	1	Freight - Prepaid and Add	0.00	0.00

*Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
A Restocking Fee May Apply On Returned Items.
Quote is valid for 30 days.*

Subtotal: 29,978.50

Freight: 0.00

Other: 0.00

0.0000 % Sales Tax 1: 0.00

0.0000 % Sales Tax 2: 0.00

Total: 29,978.50

Thank You!

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

Inframark

2500 N. Texas Blvd
Weslaco, TX 78599

Quotation

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. **17189**
Date Jan 6, 2023
valid until Feb 3, 2023

Qty	Description	each	Total
1	20WH1C-51836-W_B1 20WH - HYDROFLO 1 Stage W/L VERTICAL TURBINE PUMP 75HP 1200RPM (Transfer Pump)	44,979.73	44,979.73
	Plus Freight		
	Buy Board#672-22		
		Total	44,979.73

DISCHARGE HEAD ASSEMBLY SECTION

- 1.50" x 43" x 416SS Head Shaft Assembly w/ 10TPI-LH Bronze Adjusting Nut and Key
- F-Style Fabricated Steel Head with 12" 125# Discharge Flange for 16.5" BD with 25" W x 25" L x 1.5" Thick Integral Base
- Shaft Guard: Special Fabrication
- 1.50" Cast Iron Packing Box Assembly w/ B10 C932 Bronze Bearing, John Crane #1345 Packing, Bronze Lantern Ring and SS Packing Gland

COLUMN ASSEMBLY SECTION

- 3 Piece Fabricated Steel Column Assembly: ~ 311.5" of 12" x .375" Wall Steel Water Lubricated Column with Flanged Ends
- 2 Pc(s): 12" x 3" x .75" 304SS Spiders w/ Rubber Inserts
- 3 Piece Lineshaft Assembly: 1.50" -10TPI x 120" x 416SS w/ 416SS C
- Top Shaft: 1.50" -10TPI x 416SS w/ 416SS Coupling
- Lineshaft: 1.50" -10TPI x 416SS w/ 416SS Couplings
- x 416SS Jump Coupling

BOWL ASSEMBLY SECTION

- 20wh - 1 Stage Product Lubricated Bowl Assembly w/ 18-8 SS Faster
- Discharge Case with B10 C932 Bronze Bearing
- * Column to be Flanged Directly to Discharge Case
- Cast Iron Bowls
- Special Bowl Wear Rings
- B10 C932 Bronze Bowl Bearings
- 316SS Impellers with 316SS Collets
- 416SS Bowl Shaft: 8.00" Water Lube Projection x " DIA -
- Bell, Cast Iron Suction Case with B10 C932 Bronze Bearing
- 304SS(Sp) Bolt-On Basket Strainer
- Crating and Painting

Transfer Pump



LEGACY SUPPLY & CONSULTING
Providing Solutions

Office Contact:
830.481.3377

Emails:
• Brittany@lscnbtx.com
• Info@lscnbtx.com

Remit To:
301 Main Plaza, Suite 325
New Braunfels, TX 78130
www.lscnbtx.com

Contact

Customer Number

CASH-EXEMPT

Quote Date

7/19/2022

Quote Number

LSQ1109

Quote To:

Inframark

Ship To:

Inframark

FOB

Ship Via

Bestway

Terms

COD

Quoted By

Brittany Myers

Customer RFQ

Customer PO

Product ID	Qty	Description	Sales Price	Total
20WH1C-51836-W_B1 20WH	1	HYDROFLO 1 Stage W/L VERTICAL TURBINE PUMP 75HP 1200RPM (Transfer Pump)	47,485.65	47,485.65
DISCHARGE HEAD ASSEMBLY	1	1.50in x 43in x 416SS Head Shaft Assembly w/ 10TPI-LH Bronze Adjusting Nut and Key. F-Style Fabricated Steel Head with 12in 125# Discharge Flange for 16.5in BD with 25in W x 25in L x 1.5in Base, Special Fabrication Guard, 1.50in Cast Packing Box Assembly w/ B10 C932 Bronze Bearing, John Crane #1345 Packing, Bronze Lantern and Stainless Packing Gland		
COLUMN ASSEMBLY	1	3 Piece Fabricated Steel Column Assembly: 311.5in of 12in x .375in Wall Steel Water, Lubricated Column with Flanged Ends, 2 Pc(s): 12in x 3in x .75in 304SS Spiders w/ Rubber Inserts, 3 Piece Line shaft, Assembly: 1.50in -10TPI x 120in x 416SS w/ 416SS Couplings, Top Shaft: 1.50in -10TPI x 416SS w/ 416SS Coupling, Line shaft: 1.50in -10TPI x 416SS w/ 416SS Couplings, 416SS Jump Coupling		
BOWL ASSEMBLY	1	20WH - 1 Stage Product Lubricated Bowl Assembly w/ 18-8 SS Fasteners including: Discharge Case with B10 C932 Bronze Bearing, Column to be Flanged Directly to Discharge Case, Cast Iron Bowls, Special Bowl Wear Rings, B10 C932 Bronze Bowl Bearings, 316SS Impellers with 316SS Collets, 416SS Bowl Shaft: 8.00in Water Lube Projection - Cast Iron Bell Suction Case with B10 C932 Bronze Bearing 304SS Bolt-On Basket Strainer.		
Freight	1	Freight - Prepaid & Add	0.00	0.00

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
A Restocking Fee May Apply On Returned Items.
Quote is valid for 30 days.

Subtotal:	47,485.65
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	47,485.65

Thank You!

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Sable Pumps

25832 North FM 2058
 Edinburg, TX 78539 US
 amunguia@sablepumps.com

Estimate**ADDRESS**

Inframark
 City of Weslaco Water Department

ESTIMATE #	DATE	
1289	09/29/2022	

	DESCRIPTION	DAILY	WEEK	MONTH
Non-Stock Parts	Integrity Mixflow Vertical Pump 4200 GPM @ 31' TH 14" Discharge - TPL: 28 FT (+/-) 50 HP - 1200 RPM - VHS Premium Efficiency Certified Laboratory Performance Test	1	110,076.00	110,076.00
Freight		1	750.00	750.00

Delivery: 15-17 Weeks ARO

Please note that this quote does NOT include installation. It is for the sale of pump only.

Due to price of pump, please note that 75% of payment is due at time of approval.

SUBTOTAL

110,826.00

TAX

0.00

TOTAL

\$110,826.00

Accepted By

Accepted Date

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

Inframark

2500 N. Texas Blvd
Weslaco, TX 78599

Quotation

Page 1 of 2

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. **17682**
Date Jan 6, 2023
valid until Feb 3, 2023

Qty	Description	each	Total
1	Peerless Pump Model 24HXC- 4200 USGPM, 710 RPM, 40HP, 31Ft Of Head	95,937.50	95,937.50
	Buy Board # 672-22		
	Please Allow Freight		
		Total	95,937.50

City Of Weslaco Water Plant
24HXC
Bowl Assembly
Pump Type: New Pump
Bowl Size: 24HXC
Number of Stages: 1 stage
Materials of Construction: Materials (Cast Iron, Alum Bronze)
Bowl Material: Cast Iron
Bowl Configuration (Connection)
Top Bowl (Discharge Connection): Flanged Discharge
Suction: Bell Suction
Line Shaft Bowl Adder: Open Line Shaft (OLS)
Shaft, Pump: 2 3/16 inch
Pump shaft material (Bowl Shaft): 416 Stainless Steel
Efficiency: Premium Efficiency
Impeller Wear Rings: 410 Stainless Steel
Bowl Wear Rings: 420 Stainless Steel
Suction Accessory: Vortex Suppressor
Suction Accessory - Material: 316 Stainless Steel
Lateral Travel in Bowl Assembly: Standard
Bowl Bearing Materials: Standard (Bronze)
Impeller Balance: Dynamic (two plane) Balance
Dry Pit Application: No
Impeller Fastening: 316 Stainless Steel (keyed impellers)
Bowl Bolting: 316 Stainless Steel
Column / Line Shaft / Coupling
Column Material: Steel
Column Pipe Design: Flanged
Column Diameter: 14 inch
Column Pipe: 5 Ft Bearing Spacing
Column Fastener Material: 316 Stainless Steel
Bottom Taper Section: Yes

BACKWASH
PUMP

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotos.com
BuyBoard #672-22

Inframark

2500 N. Texas Blvd

Weslaco, TX 78599

Quotation

Page 2 of 2

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. **17682**
Date Jan 6, 2023
valid until Feb 3, 2023

Qty	Description	each	Total
	Line Shaft Lubrication: Product Lubrication		
	Line Shaft Sleeves: None		
	Line Shaft Material: 416 SS		
	Line Shaft Coupling Design: Threaded Coupling		
	Line Shaft Coupling Material: 410 SS		
	Bearing Retainer: Drop In		
	Line Shaft Bearing Material: Standard (Rubber)		
	Top Shaft Diameter: 1 1/2 inch		
	Top Shaft Material: 416 SS		

Please detach and return to

Lewis Electric Motors, Inc.
PO Box 1591
Harlingen, Tx 78551

ACCEPTANCE

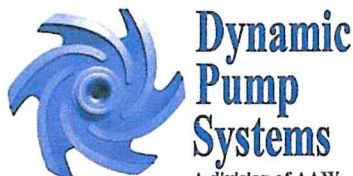
Quotation No. **17682**
Date Jan 6, 2023
Total **95,937.50**

received from Inframark

invoice#

Accepted with Signature

Date



Engineered Product Solutions [496 Commercial Dr., Buda, Texas 78610](#) * Office: 512-312-0088 * Fax: 512-312-0988

To: Inframark
Attn: Jesse Alaniz
Project: Turbine Pump WTP
Engineer:
DPS Rep: JERRY OCHOA

Date: **01/06/2023**

Quote Number: **JO-008-23**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter.

Quote is for a Peerless Turbine Pump Model 24HXC with a TPL of 320 inches, pump conditions are 4200 GPM at 31 ft running at 710 rpm, impeller diameter of 15.56 inches, requires a 40 hp VHS motor running at 710 rpm (motor not included). Bearings are spaced every 5 ft. packed stuffing box. Discharge head is 14x14x20 FA

Price \$ 98,000.00
Please allow for freight
Please allow 25-27 week delivery

Submitted by,
Jerry Ochoa
JERRY.OCHOA@DYNAMIC PUMPSYSTEMS.COM
CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, re-installation or crane service. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.



LEGACY SUPPLY & CONSULTING
Providing Solutions

Office Contact:
830.481.3377

Emails:

- Brittany@lscnbtx.com
- Info@lscnbtx.com

Remit To:
301 Main Plaza, Suite 325
New Braunfels, TX 78130
www.lscnbtx.com

Contact

Customer Number

CASH-EXEMPT

Quote Date

1/10/2023

Quote Number

LSQ1151

Quote To:

Inframark
2500 N. Texas Blvd
WESLACO, TX 78599

Ship To:

Inframark
2500 N. Texas Blvd
WESLACO, TX 78599

FOB

Ship Via

Terms

Quoted By

Customer RFQ

Customer PO

COD

Brittany Myers

Product ID	Qty	Description	Sales Price	Total
Peerless Pump	1	Peerless Pump Model 24HXC- 4200 USGPM, 710 RPM, 40HP, 31Ft Of Head	100,986.84	100,986.84
Freight	1	Freight - Prepaid & Add	0.00	0.00

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
A Restocking Fee May Apply On Returned Items.
Quote is valid for 30 days.

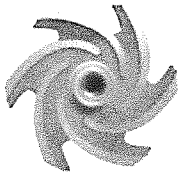
Subtotal:	100,986.84
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	100,986.84

Thank You!

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):



**Dynamic
Pump
Systems**

A division of AAW

Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

To: Inframark Weslaco
Attn: Lucio Garza
Project: WTP Mud pump #5 pedestal
Engineer:
DPS Rep: JERRY OCHOA

Date: **02/17/2023**

Quote Number: **JO-004-23**

We propose to supply the following equipment for this project, subject to review and possible changes.

The price is firm for 30 days and subject to change thereafter.

Quote is to remove and replace 2- 6inch guide rail pedestals, remove and replace 2- 6inch gaskets and 2- 8inch gaskets. Labor included.

Price \$7500.00

Freight 500.00

Total: 8000.00

Please allow 3-5-week delivery

BUY BOARD # 672-22

Submitted by,
Jerry Ochoa
JERRY.OCHOA@DYNAMIC PUMPSYSTEMS.COM
CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, re-installation or crane service. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems does not include any other quantities, items, additional labor, crane services or general service unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions" which is limited to only the items and quantities listed. Installation is Not included. "Installation Labor included" per item. Neither verbal nor handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

Dynamic Armature Works has not included any
uction
.. Proposal
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ed in a re-

Sludge pump

\$27,285

REMY FOR CRY

5/25/23

Terms are Net 30 days, upon approved credit. No taxes are included. Prices in this quotation, DPS will furnish Insurance Certificate upon request. The above quotation, purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These terms shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

if the terms of the
es' acceptance to
ditions shall have

Approved:
MAY 23/23

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

Inframark
2500 N. Texas Blvd
Weslaco, TX 78599

Quotation

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. 18576
Date Feb 7, 2023
valid until Feb 21, 2023

Qty	Description	each	Total
2	Guide Rail Assy 6" Pedestal	2,300.00	4,600.00
2	6" Gasket	65.50	131.00
2	8" Gasket	76.85	153.70
2	Hardware Kit	370.50	741.00
1	Labor To Remove And Install New Base With New Gasket Sets For Discharge	3,200.00	3,200.00
1	Freight	450.00	450.00
		Total	9,275.70

Please detach and return to

Lewis Electric Motors, Inc.
PO Box 1591
Harlingen, Tx 78551

ACCEPTANCE

Quotation No. 18576
Date Feb 7, 2023
Total 9,275.70

received from Inframark

invoice#1

Accepted with Signature

Date

Texas Machine Shop
GENERAL MACHINE WORKS AND WELDING

Estimate

Address: 6709 Seminary Rd.
Edinburg, TX 78541
Phone (956)563-5440 Jaime Quintanilla
Email: texasmachineshop@yahoo.com

ESTIMATE#1947
DATE:2/7/2023

TO: INFRAMARK
ATTN: WTP #5 Mud Pump Pedestal

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	Guide Rail Assy 6" Pedestal	\$2,100	\$4,200
2	6" Gskt Set	\$57.80	\$115.60
2	8" Gskt Set	\$70.46	\$140.92
2	Hardware kit	\$340.25	\$680.50
1	Remove old base and install new base with new gasket sets for discharge.		\$2,825
	Labor		
1	Freight		\$500
SUBTOTAL			\$7,962.02
SALES TAX			
SHIPPING & HANDLING			\$500
TOTAL DUE			\$8,462.02

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

Inframark
2500 N. Texas Blvd
Weslaco, TX 78599

Quotation

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. 17229
Date Jul 20, 2022
valid until Oct 19, 2022

Qty	Description	each	Total
1	HOMA AMS644-270 34.5FCFM W/SS LIFT HANDLE 60' CABLE 34.5HP 1750RPM 1695 GPM	19,284.25	19,284.25
1	Please Allow Freight		
		Total	19,284.25

City of Weslaco WP
8-12 Weeks Estimated Lead Time

Raw Sludge Pump
Plant 5
Water Plant

Approved
Mater
03/10/22

Please detach and return to

Lewis Electric Motors, Inc.
PO Box 1591
Harlingen, Tx 78551

ACCEPTANCE

Quotation No. 17229
Date Jul 20, 2022
Total 19,284.25

received from Inframark

Invoice#

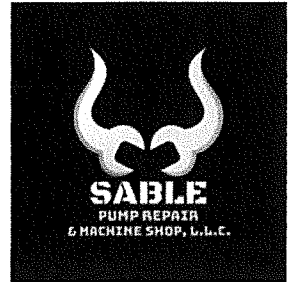
Accepted with Signature

Date

S.P.

Sable Pumps
25832 North FM 2058
Edinburg, TX 78539 US
amunguia@sablepumps.com

Estimate



ADDRESS

City of Weslaco

ESTIMATE #	DATE
1275	08/30/2022

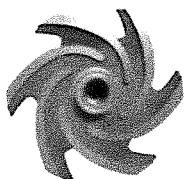
DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Non-Stock Parts	Grundfos Submersible Pump 10" Discharge 3100 GPM @ 31' TDH 33 HP - 480V-3 Explosion Proof Cooling Jacket	1	24,100.00	24,100.00
	Freight		1	1,700.00	1,700.00

Lead Time: 16 - 18 weeks
Quote Effective: 30 days of Estimate Date

SUBTOTAL	25,800.00
TAX	0.00
TOTAL	\$25,800.00

Accepted By

Accepted Date



**Dynamic
Pump
Systems**

A division of AAW

Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

Attn: Inframark

Date: **07-22-2022**

Project: Submersible non-clog 40 hp

Engineer:

DPS Rep: JERRY OCHOA

Quote Number: **JO-089-22**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter.

Quote is for a Barnes 6SHDK40044, 6 inch discharge, hydraulic series K, 40 HP, 1750 rpm, 460 volts, 3 phase, impeller trimmed to 280mm, Impeller Material Ductile Iron, Carbon / Ceramic Upper, to include 50ft cord and seal and temp relay,

Total \$27291.70

Please allow for freight

Allow 4-6 week delivery estimated

Submitted by,

Jerry Ochoa

JERRY.OCHOA@DYNAMIC PUMPSYSTEMS.COM

CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, re-installation or crane service. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

Handwritten signature DL 45



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: INFRAMRK WESLACO
Project: SLUDGE PUMP
Contact: MARQUEZ

10/4/2022
QUOTE#PD221002
Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included (1) Sulzer XFP 150G CB1 PE 210/4 PN# GXDA3K_C1111337 460V

Net Price: \$ 20,672.92

Freight Included

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately _____ weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at time of order.** Submittals can be furnished approximately _____ weeks after receiving acceptable purchase order. **Quote is valid for 60 days from original date.**

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS

M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: INFRAMRK WESLACO
Project: SLUDGE PUMP
Contact: MARQUEZ

10/4/2022
QUOTE#PD221001
Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included (2) Sulzer XFP 150G CB1 PE 210/4 PN# GXDA3K_C1111337 460V

Net Price: \$ 40,645.85

Freight Included

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately _____ weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at time of order.** Submittals can be furnished approximately _____ weeks after receiving acceptable purchase order. **Quote is valid for 60 days from original date.**

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Domínguez
Outside Sales

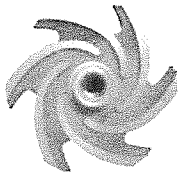
PRECISION PUMP SYSTEMS

M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.



**Dynamic
Pump
Systems**
A division of AAW

Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

To: Inframark Weslaco
Attn: Lucio Garza
Project: LS 6
Engineer:
DPS Rep: JERRY OCHOA

Date: **02/06/2023**

Quote Number: **JO-022-23**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter.

Quote is for a HCP self-priming pump SP-4. Direct replacement to Gorman Rupp model T4a3s-b

Price \$6500.00
Please allow for freight
Please allow 1-2 week delivery

Buy Board number 672-22

LS#6

**need **

Pump replacement

Ready for client

Submitted by,
Jerry Ochoa
JERRY.OCHOA@DYNAMIC PUMP
CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Acceptable purchase order. Price includes standard start-up, beneficial use by owner not to exceed 18 months or crane service. Closest point for warranty repair is the quote date will be subject to price increase base

Delivery 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard start-up, beneficial use by owner not to exceed 18 months or crane service. Closest point for warranty repair is the quote date will be subject to price increase base

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

*Approved,
Mater
03/10/23*

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

Lewis Electric Motors, Inc

P O Box 1591,78551
3300 Spur 54
Harlingen, Texas 78552
Phone: (956) 423-4273
Fax: (056) 425-3625
sales@lewiselectricmotors.com
Buyboard #672-22

Inframark
2500 N. Texas Blvd
Weslaco, TX 78599

Quotation

Deliver to 2500 N. Texas Blvd.
Weslaco, TX 78599

Quotation No. 18330
Date Jan 5, 2023
valid until Feb 23, 2023

Qty	Description	each	Total
1	HCP Self Priming Pump SP-4 Direct Replacement For Gorman Rupp Model TA3S-B	7,220.00	7,220.00
Please Allow Freight			
Total			<u>7,220.00</u>

1-2 Week Lead Time

LS#6

Please detach and return to

Lewis Electric Motors, Inc
P O Box 1591
Harlingen, TX 78551
Physical Address: 3300 Spur 54, Harlingen, TX 78552

ACCEPTANCE

Quotation No. 18330
Date Jan 5, 2023
Total 7,220.00

received from Inframark

invoice#

Accepted with Signature

Date

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

City of Weslaco
255 South Kansas Avenue
Finance Department
Weslaco, TX 78596

Quotation

Deliver to 255 South Kansas Avenue
Finance Department
Weslaco, TX 78596

Quotation No. 18588
Date Feb 8, 2023
valid until Feb 22, 2023

Qty	Description	each	Total
1	AMS646-285Trim 9.8P/C HOMA Pump	13,961.01	13,961.01
1	6" Flygt Adapter	1,191.51	1,191.51
1	PMR5 Relay	507.00	507.00
	Please Allow Freight		
		Total	15,659.52

680 USGPM
32Ft Of Head
6" Discharge
1160 RPM
9.8 HP

Please detach and return to

Lewis Electric Motors, Inc.
PO Box 1591
Harlingen, Tx 78551

ACCEPTANCE

Quotation No. 18588
Date Feb 8, 2023
Total 15,659.52

received from City of Weslaco

invoice#1

Accepted with Signature

Date

LSC-REUSE-17

Texas Machine Shop

GENERAL MACHINE WORKS AND WELDING

Estimate

Address: 6709 Seminary Rd.

Edinburg, TX 78541

Phone (956)563-5440 Jaime Quintanilla

Email: texasmachineshop@yahoo.com

ESTIMATE#1939

DATE:2/9/2023

TO: INFRAMARK

ATTN: Location: LS6

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	HCP Self Priming Pump SP-4 Direct replacement to Gorman-Rupp Model: T4A3S-B		\$7,500
1	Freight Please allow for freight Allow 1-2 Weeks for Delivery		
SUBTOTAL			\$7,500
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$7,500

If you have any questions concerning this estimate, contact Jaime 956-563-5440 x_____

JPM JESSES PUMPS AND MOTORS
P.O.BOX 52724
McAllen, Texas 78505 956-627-7582 jpm.pumps@gmail.com

QUOTE

INFRAMARK

Quote # 0000939

Quote Date 01/06/2023

Item	Description	Unit Price	Quantity	Amount
	SERVICE CALL TO REMOVE VALVE ,ANDINSTALL A NEW VALVE	1600.00	1.00	1,600.00
	NEW VALVE 12' ,WITH GEAR & HW	6200.00	1.00	6,200.00
	FREIGHT	170.00	1.00	170.00
	FLANGE 12'	220.00	1.00	220.00
<u>NOTES:</u> 10-15 DAYS LEAD TIME				
		Subtotal		8,190.00
		Total		8,190.00
		Amount Paid		0.00
		Quote		\$8,190.00



**Dynamic
Pump
Systems**

A division of AAW

Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

To: Inframark Weslaco
Attn: Lucio Garza
Project: LS 27
Engineer:
DPS Rep: JERRY OCHOA

Date: 01/19/2023

Quote Number: **JO-019-23**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter

The quote is to provide a Sulzer submersible non-clog pump model XFP 101G-CB1.4 PE 185/2 25hp 460volt 3 phase pn# GXAH3K_C1111337. To replace 21 hp Gorman Rupp submersible pump.

Buy Board number 627-22

Price \$16050.00
Please allow for freight
Please allow 5-8-week delivery

**need*

READY FOR C17

Submitted by,
Jerry Ochoa
JERRY.OCHOA@DYNAMIC
CELL# 956-249-1448

*LS#27. Replacement
+ Buyboard.*

The equipment quoted is FOB our Buda, Te acceptable purchase order. Price includes s start-up, beneficial use by owner not to exce or crane service. Closest point for warranty r the quote date will be subject to price increas

oximately 4 to 8 weeks after receiving an workmanship for one year from date of ie removal, transportation, re-installation n date of quote. Price beyond 30 days of

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

*Approved,
JMO 03/10/23*

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: INFRAMARK WESLACO
Project: LS 27
Contact: JESSE A

Date: 12/06/2022
Note No. PD23128
Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included – XFP 101G-CB1.4 PE 185/2 460V 25HP PN# GXAH3K_C1111337

Net Price: \$15,754.27

Freight Included

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately ____ weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at time of order.** Submittals can be furnished approximately ____ weeks after receiving acceptable purchase order. **Quote is valid for 60 days from original date.**

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS

M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

P.O. Box 73149, Houston, TX 77273 Tel: 713-783-8530 Fax: 713-783-1221

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotors.com
BuyBoard #672-22

City of Weslaco
255 South Kansas Avenue
Finance Department
Weslaco, TX 78596

Quotation

Deliver to 255 South Kansas Avenue
Finance Department
Weslaco, TX 78596

Quotation No. 18660
Date Feb 17, 2023
valid until Mar 3, 2023

Qty	Description	each	Total
1	AMS444-250/25P/C Homa Pump With Custom Drill Pattern To Match GR Claw	14,170.00	14,170.00
	Buy Board #672-22		
	Please Allow Actual Freight Charges		
		Total	14,170.00

City of Weslaco LS 27

25 HP
1750 RPM
230/460V
4" Discharge
1452 USGPM

Please detach and return to

Lewis Electric Motors, Inc.
PO Box 1591
Harlingen, Tx 78551

ACCEPTANCE

Quotation No. 18660
Date Feb 17, 2023
Total 14,170.00

received from City of Weslaco

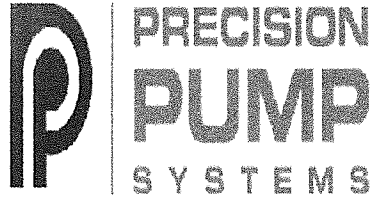
invoice#

Accepted with Signature

Date

ZONE INDUSTRIES/PRECISION PUMP SYSTEMS

PO Box 73149
Houston, TX 77273
956-378-9270



QUOTATION

Order Number	
1024409	
Order Date	Page
02/15/2023 10:35:06	1 of 1

Quote Expires On: 03/17/2023

Bill To:

Inframark Water & Infrastructure Services
2500 N. Texas Blvd.
Weslaco, TX 78596

Ship To:

Inframark Water & Infrastructure Services
Inframark Water & Infrastructure Services
2500 N. Texas Blvd.
Weslaco, TX 78596

602-245-3912 APLINDA

Requested By: AP Contact

Customer ID: 10942

PO Number					Ship Route	Inside Sales		
Lift Station 27						WILLIE.MATA		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		

Order Note: Inframark
Location: Lift Station 27
Quoted to: Jesse
Date: 02/15/23

Yeoman Pump
J Series Pump

Please allow 16 to 18 weeks for delivery.

1	0	1 EA	96067075	EA	7,200.00	7,200.00
		1.0	Kit, Impeller 96067075	1.0		

Total Lin

SUB-TOTAL: 7,200.00

TAX: 0.00

SHIPPING & HANDLING: 215.36

AMOUNT DUE: 7,415.36

U.S. Dollars

LS 27
REMAN IMPeller

new for



**Xylem Water Solutions USA, Inc.
Flygt Products**

February 9, 2023

2029 North Lexington Blvd.
Corpus Christi, TX 78409
Tel 361/879-0031
Fax 361/879-0044

INFRAMARK Weslaco - Lucio
14050 SUMMIT DR STE 113
AUSTIN TX 78728-7134

Quote # 2023-COR-0057
Project Name: Inframark
Job Name: SWWTP RAS

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Flygt Pump

Qty	Part Number	Description	Unit Price	Extended Price
1	3127.060-0165	Flygt Model NP-3127.060 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 439 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable. FLS leakage detector, vo	\$ 8,284.12	\$ 8,284.12
1	14-69 98 30N	St T/	.00	\$ 350.00

3127 Parts Only

Qty	Part Number	D	Extended Price
1	601 89 09	K	\$ 2,338.00
1	309 44 12	S	\$ 1,531.00
1	504 78 07	2	\$ 167.00
1	518 89 02	C	\$ 360.00

Penalty for cut
return sludge to
the aeration basin

Total Price

\$ 13,030.12

Terms & Conditions



new

Lewis Electric Motors, Inc

P O Box 1591,78551
3300 Spur 54
Harlingen, Texas 78552
Phone: (956) 423-4273
Fax: (056) 425-3625
sales@lewiselectricmotors.com
Buyboard #672-22

City of Weslaco
255 South Kansas Avenue
Finance Department
Weslaco, TX 78596

Quotation

Deliver to	255 South Kansas Avenue Finance Department Weslaco, TX 78596	Quotation No.	18588
		Date	Feb 8, 2023
		valid until	Feb 22, 2023

Qty	Description	each	Total
1	AMS646-285Trim 9.8P/C HOMA Pump	13,961.01	13,961.01
1	6" Flygt Adapter	1,191.51	1,191.51
1	PMR5 Relay	507.00	507.00
	Please Allow Freight		
	Buy Board#672-22		
			Total 15,659.52

City of Weslaco
SWWTP RAS-Pump

680 USGPM
32Ft Of Head
6" Discharge
1160 RPM
9.8 HP

Please detach and return to

Lewis Electric Motors, Inc
P O Box 1591
Harlingen, TX 78551
Physical Address: 3300 Spur 54, Harlingen, TX 78552

ACCEPTANCE

Quotation No.	18588
Date	Feb 8, 2023
Total	15,659.52

received from City of Weslaco

invoice#

Accepted with Signature

Date



**Dynamic
Pump
Systems**

A Division of AAW

Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

To: Inframark Weslaco
Attn: Lucio Garza
Project: RAS pump #2
Engineer:
DPS Rep: JERRY OCHOA

Date: **02/10/2023**

Quote Number: **JO-025-23**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter.

Quote is to provide a replacement pump for the Ras Station. The pump is a Barnes Envie Chopper Model 6ESCDK150N6, 6 inch discharge, hydraulic series DK, 15 HP, 1150 rpm, 460 volts, 3 phase, impeller trimmed to 280mm, Impeller Material Ductile Iron, Carbon / Sil Car Upper, Sil Car / Sil Car Lower seal, to include 50ft powercord and seal and temp sensor.

Price \$19800.00
Please allow for freight
Please allow 6-8-week delivery

Submitted by,
Jerry Ochoa
JERRY.OCHOA@DYNAMIC PUMPSYSTEMS.COM
CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, re-installation or crane service. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

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Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6194	
From: David Arce			
Subject: Discussion and consideration to award Manhole Rehabilitation Phase VIII to Southern Trenchless Solutions, buyboard vendor contract no. 635-21, in the amount not to exceed \$306,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The staff is recommending buyboard vendor to Southern Trenchless Solutions for rehab of 46 manholes due to aging infrastructure. The collections division team and Southern Trenchless team evaluated the manholes that are in need to extend life. Southern Trenchless will install new composite manhole covers, fix the base, add cement and an epoxy coating to extend the life of the manholes.			
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):			
David Arce Pete Garcia David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved Approved Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Memo 2023 Manhole Rehab ARPA, City of Weslaco Q#22280 (rev)			
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: May 2, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: MANHOLE REHABILITATION ARPA

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

Staff is recommending buyboard vendor to Southern Trenchless Solutions for rehab of 46 manholes due to aging infrastructure. The collections division team and Southern Trenchless team evaluated the manholes that are in need to extend life. Southern Trenchless will install new composite manhole covers, fix the base, add cement and an epoxy coating to extend the life of the manholes.

Staff Recommends Approval.



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

BuyBoard # 635-21

Project: City of Weslaco -
Manhole Rehab PH VIII

Quote Issued 4/25/2023

Quote # 22280

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	1,500.00	1,500.00
2	90	Premium manhole frame and cover (Composite Manhole Cover)	46	EA	1,775.00	81,650.00
3	95	Manhole Rehabilitation - cementitious	4,546	SF	21.00	95,466.00
4	98	Manhole Rehabilitation - epoxy	4,546	SF	21.00	95,466.00
5	104	Manhole Bench Reconstruction	46	EA	500.00	23,000.00
6	MISC	Payment & Performance Bonds	1	EA	8,917.00	8,917.00

Total \$305,999.00

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

****Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.**

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599



We Appreciate Your Business!!!



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6535	
From: David Arce			
Subject: Discussion and consideration to approve manhole and sewer line replacement at Chelsea Park Subdivision 2022-23-15, to OMT Services in the amount of \$29,916 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: On April 5, staff advertised RFB NO.:2022-23-15 for a manhole and sewer line replacement project at Chelsea Park subdivision. We received 6 bids and staff is recommending the lowest bidder, OMT Utilities, at \$29,916.00. The project is estimated to take 30 days.			
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):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2023 CHELSEA PARK SEWER MANHOLE REHAB, TABULATION 2022-23-15 MANHOLE & SEWERLINE			
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: May 2, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: MANHOLE & SEWERLINE
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

On April 5, staff advertised for RFB NO.:2022-23-15 for a manhole and sewer line replacement project at Chelsea Park subdivision. We received 6 bids and staff is recommending the lowest bidder OMT Utilities at \$29,916.00. Project is estimated to take 30 days.

Staff Recommends Approval.

CITY OF WESLACO - MANHOLE & SEWER LINE REPLACEMENT AT CHELSEA PARK SUBDIVISION

RFB NO.: 2022-23-15 TABULATION



DANA GENERAL CONTRACTORS
1134 Par Five
San Antonio, Texas 78221
210.324.5739
Liborio Rene Perez
renep@dgc-contractors.com

GST CONSTRUCTION, INC.
7337 OWASSA RD.
Edinburg, Texas 78542
956.212.3898
Jacobco Garza
rogeliogst@outlook.com

OMT
1910 S. Pleasantview
Weslaco, Texas 78596
956.778.0140
Luis Reyes III
luisreyes034@yahoo.com

DESCRIPTION

Manhole & Sewerline
replacement at Chelsea
Park Subdivision

BID AMOUNT \$ 111,333.33

BID AMOUNT \$ 117,987.40

BID AMOUNT \$ 29,916.00

RDH SITE AND CONCRETE
3809 Clavel St. STE. D
Palmview, Texas 78572
956.502.5426
Teresa Puente
teri@rdhcompany.com

REYA CONSTRUCTION
P.O. Box 470
Weslaco, Texas 78596
956.472.6949
Noe Cavazos
noe.reyaconstruction@gmail.com

RGV INDUSTRIAL MACHINE SHOP
P.O. Box 39
Elsa, Texas 78543
956-262.8554
Gerardo Trevino
industrialmsp@yahoo.com

DESCRIPTION

Manhole & Sewerline
replacement at Chelsea
Park Subdivision

CONTRACT AMT \$ 81,620.00

CONTRACT AMT \$ 48,300.00

CONTRACT AMT \$ 75,000.00

Notes:

- * Bids opened and tabulated on 4/21/2023 by Homer Rhodes
- * RFB advertised on city Bid Stream/BIDNET and in Advance News Journal 4/5/2023 & 4/12/2023
- * Authorization to solicit bids approved on 4/4/2023



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6534	
From: David Arce			
Subject: Discussion and consideration to pay invoice #031872 in the amount of \$30,229.08 from Doggett Heavy Machinery Services for engine repair of a John Deere 310L EP backhoe and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Stock #: DT419510 310LEP BACKHOE ROPS 4WD S MS #: 1T0310ELPNG419510 Make: JD Model: 310L EP Funds will be from within the drain ditch budget.			
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):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Doggett Backhoe Repair			
Responsibilities upon Approval:			



Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 Houston, TX 77037 Bryan, TX 77806
(409) 842-1754 (713) 679-6700 (979) 778-4825
Corpus Christi, TX 78405 San Juan, TX 78589 Victoria, TX 77905
(361) 289-0727 (956) 787-0001 (361) 570-6666

SHIP TO:	IN STORE PICKUP	Branch			
		44 - SAN JUAN TX			
		Date	04/19/2023	Time	15:17:16 (O)
INVOICE TO:	CITY OF WESLACO 255 S KANSAS WESLACO TX 78596	Account No.	CITYO067	Phone No.	956-968-3181
		Invoice No.		031872	
		Ship Via		Purchase Order	
				PENDING	
		Sales Tax License No.		F.S.T. ID	
				Salesperson	
				444	
ESTIMATE EXPIRY DATE: 05/19/2023					
DESCRIPTION					

****Estimate is valid for 30 days from the date of the original estimate.****

***** Segment 01 *****

Stock #: DT419510 310LEP BACKHOE ROPS 4WD S MS #: 1T0310ELPNG419510
Make: JD Model: 310L EP
Is to have the following work done by 04/28/2023 (Estimated)

SERVICE CALL OUT

ADDITIONAL DESCRIPTION:

1/17/2023 tech 1189 traveled to location a total of 28 *
*miles round trip to get unit ready for transport.

MISCELLANEOUS CHARGES:	Description	Price	Amount
	FUEL SURCHARGE	10.00	10.00
	MILEAGE RATE	150.00	150.00
	SERVICE HAULING	1200.00	1200.00

Labor:	300.00
Miscellaneous:	1360.00
Subtotal:	1660.00

Authorization: _____

***** Segment 02 *****

DAMAGE DIAGNOSTICS

ADDITIONAL DESCRIPTION:

Arrived too unit and inspected unit for damages, checked *
*fuel, hydraulic and engine oil. Unit had no engine oil, *
*fuel looked okay and hydraulic. Took pictures of area and *
*of unit. Try too spin engine with hand tool did not want *
*too turn over. Topped of engine with engine oil and tried *
*cranking with key did not turn over *

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance.
Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees



Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 Houston, TX 77037 Bryan, TX 77806
(409) 842-1754 (713) 679-6700 (979) 778-4825
Corpus Christi, TX 78405 San Juan, TX 78589 Victoria, TX 77905
(361) 289-0727 (956) 787-0001 (361) 570-6666

SHIP TO:	IN STORE PICKUP	Branch 44 - SAN JUAN TX		
		Date 04/19/2023	Time 15:17:16 (O)	Page 2
		Account No. CITYO067	Phone No. 956-968-3181	Invoice No. 031872
INVOICE TO:	CITY OF WESLACO 255 S KANSAS WESLACO TX 78596	Ship Via		Purchase Order PENDING
		Sales Tax License No.		F.S.T. ID
				Salesperson 444
ESTIMATE EXPIRY DATE: 05/19/2023				
DESCRIPTION				

Part#	Description	Qty	Price	Amount
DF235	Diesel Fuel Kit	1	36.62	36.62
TY26675	PLUS-50 2.5GAL	1	67.55	67.55
TY26679	PLUS-50 5GAL	1	130.95	130.95
3241WP	OIL SCAN KIT	2	18.77	37.54

MISCELLANEOUS CHARGES:	Description	Price	Amount
	ENVIRON. CHARGE	50.70	50.70
	SHOP SUPPLIES	85.80	85.80

Parts: 272.66
Labor: 780.00
Miscellaneous: 136.50
Subtotal: 1189.16

Authorization: _____

***** Segment 03 *****

ENGINE LOCKED UP DIAGNOSTICS

ADDITIONAL DESCRIPTION:

*tow unit in to shop. *
*lift and lock loader boom.
*remove fan guards. *
*3-27-23 TECH 2813 *
*drain coolant. *
*remove fan and all surroundings. *
*remove fuel filter housing bracket and harness connectors.
*
*installed engine support. *
*remove bottom bolts from bellhousing and install *
*transmission support. *
*remove exhaust piping. *
*+Help Remove Transmisson bolt *
*3-28-23 tech 2813 *
*remove top bell housing bolts. *

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance.
Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees



Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 (409) 842-1754
Houston, TX 77037 (713) 679-6700
Bryan, TX 77806 (979) 778-4825
Corpus Christi, TX 78405 (361) 289-0727
San Juan, TX 78589 (956) 787-0001
Victoria, TX 77905 (361) 570-6666

SHIP TO:	IN STORE PICKUP	Branch 44 - SAN JUAN TX		
		Date 04/19/2023	Time 15:17:16 (O)	Page 3
		Account No. CITYO067	Phone No. 956-968-3181	Invoice No. 031872
INVOICE TO:	CITY OF WESLACO 255 S KANSAS WESLACO TX 78596	Ship Via		Purchase Order PENDING
		Sales Tax License No.		F.S.T. ID
				Salesperson 444
ESTIMATE EXPIRY DATE: 05/19/2023				
DESCRIPTION				

*remove exhaust. *
*rig engine. *
*remove motor mounts. *
*slowly pull engine out. *
*"spent time looking and setting up engine stand" *
*set engine on a table. *
*drained engine oil. *
*remove oil pan. *
*inspected crank shaft caps and mains, looks okay. *
*3-29-23 tech 2813 *
*remove all heads surroundings. *
*remove head. came to injector #3 and 4 damage on the tip, *
*glow plugs and cylinders are damaged too. *
*start a parts list. *
*remove piston # 3, 4. *
*

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	ENVIRON. CHARGE	150.00	150.00
	SHOP SUPPLIES	400.00	400.00

Labor:	5600.00
Miscellaneous:	550.00
Subtotal:	6150.00

Authorization: _____

***** Segment 04 *****

REPLACE ENGINE

ADDITIONAL DESCRIPTION:

Raise loader boom and install locking bar.
Remove engine hood.
Remove radiator assembly.
Disconnect wires from alternator and remove wire harness.
Remove air conditioner compressor.
Remove flex plate to flywheel cap screws. Use

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance.
Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees



Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 (409) 842-1754
Houston, TX 77037 (713) 679-6700
Bryan, TX 77806 (979) 778-4825
Corpus Christi, TX 78405 (361) 289-0727
San Juan, TX 78589 (956) 787-0001
Victoria, TX 77905 (361) 570-6666

SHIP TO:	IN STORE PICKUP	Branch 44 - SAN JUAN TX		
		Date 04/19/2023	Time 15:17:16 (O)	Page 4
		Account No. CITYO067	Phone No. 956-968-3181	Invoice No. 031872
INVOICE TO:	CITY OF WESLACO 255 S KANSAS WESLACO TX 78596	Ship Via		Purchase Order PENDING
		Sales Tax License No.		F.S.T. ID
				Salesperson 444
ESTIMATE EXPIRY DATE: 05/19/2023				
DESCRIPTION				

flywheel turning tool to rotate flywheel as necessary.
Remove transmission to flywheel housing cap screws.
Remove engine mount cap screws.
Remove engine.

Part#	Description	Qty	Price	Amount
AT470899	Diesel Engine	1	14679.40	14679.40
CRAT470899	Diesel Engine		2600.00	2600.00
TY26673	PLUS-50 1GAL	3	27.68	83.04
MIU800650	OIL FILTER	1	17.48	17.48
CRAT470899	Diesel Engine	1-	.00	
CRAT470899	Diesel Engine		2600.00	2600.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	ENVIRON. CHARGE	250.00	250.00
	SHOP SUPPLIES	600.00	600.00

Authorization: _____

Parts:	14779.92
Labor:	5600.00
Miscellaneous:	850.00
Subtotal:	21229.92
Parts:	15052.58
Labor:	12280.00
Miscellaneous:	2896.50
TOTAL:	30229.08

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees



Standardized Agenda Request Form

Date of Meeting: May 2, 2023		Agenda Item No. (to be assigned by CSO): 2023-6542	
From:			
Subject: Discussion and consideration of RATES Invoice #957 in the amount of \$15,876.00 in accordance with MOU #R-RGV-TF-2019-0007 for aiding in maintaining compliance with TCEQ Stormwater Management rules and regulations and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)			
Background: See attached Memo			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 04-26-23CC_RATES Payment, Invoice 957 - Weslaco SWTF Fee 2022, MOU #R-RGV-TF-2019-0007 fully executed			
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

April 26, 2023

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

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

RE: Payment of RATES Invoice #957
For Stormwater Management Representative Services

This item seeks your approval to pay the subject invoice to RATES in accordance with the Memorandum of Understanding (MOU) #R-RGV-TF-2019-0007 executed on May 2, 2019.

This is payment #4 of 5 for the services provided under this agreement. These services are to assist the city respond to stormwater management rules and regulations by the Texas Commission on Environmental Quality (TCEQ) and aid the City in maintaining compliance.

Attached please find a copy of the invoice and a copy of the MOU for your review.

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.



Invoice

Date	Invoice #
10/25/2022	957

Research, Applied, Technology, Education, and Service
P.O. Box 697
Edinburg, Texas 78540

Bill To
City of Weslaco 255 S Kansas Ave Weslaco, Tx 78596

Description	Qty	Rate	Amount
Representative Appointment to the Lower Rio Grande Valley TPDES Stormwater Task Force MOU #R-RGV-TF-2019-0007 Billing Period: 10/1/2022 - 9/30/2023	1	15,876.00	15,876.00
For questions, please contact Deanna LeVrier at dlevrier@office.ratesresearch.org			Total \$15,876.00

MEMORANDUM OF UNDERSTANDING
by and between
CITY OF WESLACO
and
RESEARCH, APPLIED TECHNOLOGY, EDUCATION & SERVICE, Inc.
(RATES) D.B.A. RATES/RGV
for Representative Appointment to Regional Task Force
MOU #R-RGV-TF-2019-0007

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

SECTION 1
PURPOSE

- 1.01 CITY and RATES/RGV agree to enter into this MOU as a manner by which CITY and RATES/RGV can actively participate in a Regional Task Force (“Task Force”) formed to respond and aid compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules* (“Rules”) and other pertinent issues as needed.**
- 1.02 CITY and RATES/RGV desire to accomplish the goals of responding and complying with the “Rules” through the formation of a Regional Task Force, established and managed by RATES/RGV.**
- 1.03 RATES/RGV desires to participate in the establishment and management of the Regional Task Force, since such participation will provide RATES/RGV with an avenue for students to:**
 - A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;**
 - B. Gain supervisory, organizational, and executive skills through the creation of the Task Force body, the implementation of the Task Force by-laws and policies, creation and submission of Task Force agenda and minutes, and budget creation; and,**

- C. Gain experience about the interfacing, communication, and interaction between **RATES/RGV** and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

SECTION 2 TERM

- 2.01 *Fixed Term:* This MOU commences on **10/01/18**, will be effective for exactly five (5) calendar years, and will terminate **09/30/23**, unless extended according to section 2.02 of this MOU.
- 2.02 *Extension:* Upon written, mutual consent of **CITY** and **RATES/RGV**, this MOU may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03 *Cancellation:* This MOU may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this MOU.

SECTION 3 CONSIDERATION

- 3.01 *Fee:* **CITY** agrees to pay to **RATES/RGV** a **Task Force** membership contribution of **\$15,876.00**. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **RATES/RGV** and delivered to the address indicated in Section 5.01 of this MOU. Initial payment must be made within fourteen (14) days after execution of this MOU. **Subsequent payments shall be made by the 15th day of October of each calendar year**. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **RATES/RGV**, may result in this MOU terminating.

SECTION 4 RIGHTS AND DUTIES

- A.01 The following rights and duties will be held or performed by **CITY**:
 - A. **CITY** will provide one representative to the **Task Force**. Such representative must be chosen by majority vote of the City Council, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **RATES/RGV**.
 - B. The **CITY**'s representative will serve a term that commences on the date of execution of final signature and will terminate exactly five (5) calendar years from date of execution, unless extended according to section 2.02 of this **Agreement**. A replacement representative may be appointed by the **CITY** through written notification at any time during the performance period.

- C. The **CITY's** representative will be subject to the bylaws, policies, rules and procedures of the **Task Force**. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the **Task Force**. If expulsion occurs, the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.
- D. The **CITY's** representative will act as the liaison between the **CITY** and the **Task Force**, apprising each entity of the other's objectives. The representative will brief the City Council, or other municipal entity responsible for **Task Force** participation, a minimum of once quarterly.
- E. Each **CITY** having representation on the **Task Force** will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.
- F. The **CITY** may make recommendations to the Regional **Task Force** regarding the fee assessment, expenditures, or other financial matters; however, the **Task Force** is not bound by such recommendations.

4.02 The following rights and duties will be held or performed by **RATES/RGV**:

- A. **RATES/RGV** will assign representation to the **Task Force**.
- B. **RATES/RGV** will formulate and facilitate the bylaws, policies, rules and procedures by which the **Task Force** will be governed. **RATES/RGV** will provide **CITY** with a copy of such bylaws, policies, rules and procedures, as warranted.
- C. **RATES/RGV** will formulate and propose to the **Task Force**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **RATES/RGV** will assist with educational outreach, training, and information to facilitate compliance.
- D. **RATES/RGV** will assist with research and educational services and technical support to the **Task Force**, and for any adopted methods and approaches for compliance. **RATES/RGV** will not participate in the implementation of the **CITY's** stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- E. **RATES/RGV** will manage the **Task Force** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- F. The **Task Force** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Task Force**,

RATES/RGV will assist with the financial management and policy of the **Task Force**.

- G. **RATES/RGV** will assist the **Task Force** with the management of any funding acquired by the **Task Force**. This does not apply to the funding provided by this MOU. The management of **Task Force** funding will adhere to the by laws of the organization.
- H. Membership fees paid to **RATES/RGV** will be earmarked in a separate **RATES/RGV** account for use only by **RATES/RGV** for the **Task Force**. Any unappropriated funds will be carried over.
- I. Membership fees paid to **RATES/RGV** will be utilized by **RATES/RGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.
- J. **RATES/RGV** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.
- K. **RATES/RGV** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- L. **RATES/RGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **RATES/RGV**.

- 4.03** *SWMP Implementation:* **RATES/RGV** will support the **CITY** in implementing a portion of its SWMP by assisting with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY**.

SECTION 5 MISCELLANEOUS

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

CITY: City of Weslaco
Zenaida "Sandy" Guerrero
Task Force Representative
255 South Kansas Avenue
Weslaco, TX 78956
(956) 968-3181
(956) 968-6717 (Fax)

RATES/RGV: RATES/RGV
C/O Jodi Lees
P.O. Box 697
Edinburg, TX 78540
jelees@ratesrgv.org
956-540-9384

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this MOU will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this MOU. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this MOU, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 MOU, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the MOU should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **RATES/RGV**.
- 5.04** Applicable Law: This MOU is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this MOU and held by **CITY** and **RATES/RGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **RATES/RGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this MOU.
- 5.06** Non-waiver: A waiver by either **CITY** or **RATES/RGV**, or both, of any obligation, duty, or covenant of this MOU will not constitute a waiver of any other breach of any obligation, duty, or covenant of this MOU.
- 5.07** Counterparts: This MOU can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this MOU is illegal, invalid or unenforceable under present or future law, **CITY** and **RATES/RGV** intend that the remaining clauses or provisions of this MOU will not be affected and will remain in full force and effect.

- 5.09 Entire MOU: This MOU contains the final and entire agreement between **CITY** and **RATES/RGV**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10 Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOU and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this MOU.
- 5.11 Nondiscrimination: **CITY** and **RATES/RGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this MOU.
- 5.12 Dispute Resolution:
- A. Any controversy claim or dispute between **CITY** and **RATES/RGV** relating to the provisions of this MOU or the breach, termination or validity thereof shall upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
 - B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
 - C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Jodi Lees, Chief Financial Officer, **RATES/RGV**.

EXECUTED the _____ day of _____, 2019, by **CITY**, by its duly authorized agent, as evidenced by the attached Resolution of the City Council.

"CITY"
CITY OF WESLACO

By: _____

David Suarez
Mayor

wcc 4/2/19

ATTEST:

By: _____

Myra L. Ayala
City Secretary

EXECUTED the 2nd day of May, 2019, by **RATES/RGV**, by its duly authorized officer.

"RATES/RGV"

By: _____

Patrick M. O'Brien
Patrick O'Brien
Chief Operating Officer, RATES