



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 1, 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, August 1, 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.

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 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 July 18, 2023.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2023-30 to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held July 18, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2023-31 to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading held July 18, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval of Resolution 2023-46 adopting the 2019 updated Water Conservation Plan and Drought Contingency Plan and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.
- D. Approval to accept the negotiated agreement regarding AEP 2024 Energy Efficiency Cost Recovery Factor application filed June 1, 2023 and authorize the Mayor to execute any related documents. (Staffed by City Manager.)
- E. Approval of an agreement with South Texas College allowing Work Study employment at the Mayor Sanchez Public Library and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.
- F. Approval to renew the Memorandum of Understanding between Texas A&M Task Force 1 (TX-TF1) and the City of Weslaco Fire Department and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- G. Approval of Amendment No. 1 to Contract Number 25-111158-01 between Texas A&M Engineering Extension Service and Weslaco Fire Department & EMS and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- H. Approval on renewal of the Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding housing prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment.
- I. Approval to apply to the BJA FY23 Edward Byrne Memorial Justice Assistance Grant

(JAG) Program award for the amount of \$13,371 to be used for purchasing law enforcement equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

- J. Approval on Resolution 2023-47 regarding the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Heron's Landing Subdivision and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration on the Notice Order of Election calling the General Election on November 7, 2023 for City of Weslaco Mayor, Single Member Commissioner District 1 and Single Member Commissioner District 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.) Attachment.
- B. Discussion and consideration on Resolution No. R2023-48 accepting a Texas Department of Transportation General Aviation Non-Primary Entitlement grant and authorize the Mayor to execute any related documents. Possible action (Staffed by Airport Department.) Attachment.
- C. Discussion and consideration to approve Resolution No. R2023-49 accepting a Texas Department of Transportation General Aviation grant and authorize the Mayor to execute any related documents. Possible Action (Staffed by Airport Department.) Attachment.
- D. Discussion and consideration to award the Group Health Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment.
- E. Discussion and consideration to award the Cafeteria 125 Plan Services and Voluntary Supplemental Insurance Products (short/long term disability, vision, dental, cancer, accident, hospital indemnity, critical illness, flexible spending account, basic life and AD&D) for the City of Weslaco employees at no cost to the City to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment.
- F. Discussion and consideration to award the Employer Paid Life Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment.
- G. Discussion and consideration to accept and file the Financial Reports (unaudited) as of June 30, 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 to accept and file the Quarterly Investment Report for the period ending June 30, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- I. Discussion and consideration of a proposed Memorandum of Agreement (MOA) with Research Applied Technology Education Service, Inc (RATES) for the preparation of a Regional Texas Pollutant Discharge Elimination System (TPDES) Stormwater Program Plan and Permit. Possible action. (Staffed by the Engineering Department.) Attachment.
- J. Discussion and consideration of the proposed Memorandum of Agreement (MOA) with Research Applied Technology Education Service, Inc (RATES) for the use of the City's Public Works Facility located at 1902 N Stephens Blvd. Possible action. (Staffed by the Engineering Department.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Personnel - Evaluation and interview of Municipal Judges and possible selection of Municipal Judges for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of

Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.

- D. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as Lots 18, 19, 20, 21 & 22, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas as authorized by Section 551.072 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of July 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: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2022-6108	
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 as submitted by staff.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Elias Garza, Jr. from Calvary Christian Center will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6762	
From:			
Subject: Weslaco Economic Development Corporation.			
Background: Presentation of 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: Report only.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2022-6113	
From:			
Subject: Approval of the Minutes of the Regular Meeting on July 18, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular commission meeting on July 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: 230718 minutes draft			
Responsibilities upon Approval: Execute and retain.			



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

On Tuesday, July 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	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Adrian Farias

ABSENT:	Commissioner	Greg Kerr
----------------	--------------	-----------

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

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, 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, Public Works Director, Albert Aldana, City Engineer, Omar Rodriguez, Parks & Recreation Director, Martin Vela, IT Director, Rosa Badillo, Court Coordinator, 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, July 14, 2023.

B. Invocation.

Pastor Manuel Portillo, The Way of The Redeemed Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioners Kerr and a quorum was present.

E. Mayoral Recognition.

None.

II. PUBLIC COMMENTS

Melissa Krink, commented grateful to see the progress being done with animal control and how hard animal control staff is working, consider expanding partnerships to continue to improve the image of Weslaco and the outcome for those animals that are sheltered; glad to see a monthly report on city website that offers transparency but asked for clarification on the save rate; submitted an application to volunteer and commented allow the community to help fund raise, foster, and transport.

III. REPORTS

A. Human Resources - 2023 Workplace Safety Dividend Check Earned

Luz Galindo, Human Resources Director, reported the dividend check for workmen's safety was \$46,517.33 and was \$10,000 more than last year. Ramon Montalvo, Montalvo Insurance, stated the dividend earned is a result of low claims, continuing with Texas Mutual, good management and continued loss control program's done with employees; recognized Villafranca Consulting that works with staff in employee safety awareness and trainings such as providing forklift certification to 55 public works employees. Reported the city has less than 3 months left in year-to-date losses and appears next year's dividends will be larger.

B. Inframark.

George Quilantan, Inframark, presented the water flows for June for the Water Treatment Plant was 6.18mgd; North Wastewater Treatment Plant was 2.44mgd and the South Wastewater Treatment Plant 1.78mgd; preventative maintenance work orders for all facilities to include lift stations was 404 opened and closed 391; SWWTP had preventative maintenance for clarifier gearbox; new pump for lift station 27 received and pending installation, lift station 10 two pumps repaired; Water Treatment Plant received new sludge pump with installation pending; NWWTP received a blower motor to be used for backup; lift station 6 new pumps installed and lift station 29 a security light was repaired; lift station pumps and float cleaning continues for various lift stations; lastly reported a log out will be compiled that will show those calls received for lift station issues that will show date, lift station number, time, and reported issue with remedy noting these are calls received after working hours.

C. Animal Care Services.

Milva Orellana, Animal Control Officer, went over the monthly live release rates for June that increased and reported live release for cats at 100%; a new partner formed with NBC/Telemundo for the month of August will be a "Clear the Shelters" for adoption events; events for the month continue with educational program and received from Tracy Paws, \$1,500 for veterinary care; a

car show event at Walmart Neighborhood had two dogs adopted; fund raiser held in June and July at Peter Piper Pizza that will become a monthly event with proceeds going to help with spay and neuter's; National Adoption Week had an adoption event held at PetSmart with 5 dogs adopted shelter update had trees planted (3) staff working on play items for the doggy park; went over "good field stories" to include medical attention given and adoptions; stated a foster care program plea is posted on the city website for community help.

IV. PUBLIC HEARING

Mayor Pro Tem Rodriguez seconded by Pedraza moved to open the public hearing at 5:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Peruvian Alliance, LLC. to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District.

No comments received.

B. To solicit input on behalf of Ronnie Cruz to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District.

No comments received.

C. To solicit input on behalf of Roadhouse Enterprises, Inc. to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2, also being Lot 1, Replat of Lots 4, 7 and 8 Shops at N. Bridge Subdivision, Weslaco, Hidalgo County, Texas.

No comments received.

D. To solicit input on behalf of Mario Mendiola to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 400 S Kansas Ave. also being Lot 1-6, Block 33, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to close the public hearing at 5:56 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

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 Special Meeting on July 3, 2023 (Staffed by City Secretary's Department.)

B. Approval of Resolution 2023-44 supporting the efforts of the Lower Rio Grande Valley Development Council for Mexico to comply with the terms of the 1944 Treaty and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

C. Approval to authorize staff to solicit RFP No.: 2022-23-21 for the Renovation and Expansion of Fire Station No. 3 and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.)

D. Approval for staff to solicit Request for Qualifications (RFQ) for Architectural/Engineering Design Services for the new hangar at Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

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

D. Approval for staff to solicit Request for Qualifications (RFQ) for Architectural/Engineering Design Services for the new hangar at Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

Andrew Munoz, Asst. City Manager/Airport Director, stated in preparation of funding opportunities from the State of Texas for new hangars at the airport, staff would like to solicit for qualifications for Architectural/Engineering Design Services. Staff recommended approval and recommended the selection of a committee for evaluation of the qualifications.

Martin Garza, City Manager, recommended Andrew Munoz, Albert Aldana, Homer Rhodes, Randy Summers, Airport Advisory Board Member, and a member of the commission. Mayor Suarez entertained any volunteers from the commission. Commissioner Farias agreed to participate on the committee.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve staff to solicit Request for Qualifications (RFQ) for Architectural/Engineering Design Services for the new hangar at Weslaco Mid Valley Airport and committee members to be Andrew Munoz, Albert Aldana, Homer Rhodes, Randy Summers, Airport Advisory Board Member and Commissioner Farias as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-45 appointing a member to the Parks and Recreation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Commissioner Gonzalez Jr. seconded by Commissioner Lopez moved to discuss.

Norma A. Cantu, City Secretary, stated a re-appointment to the Parks and Recreation Board was needed and introduced the nominee from Mayor Suarez to reappoint Robert Ordaz who has expressed interest to be re-appointed.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2023-45 re-appointing Robert Ordaz as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration to approve the solicitation of statements of qualifications from qualified engineers for the development of plans and grant application for the proposed drainage regional detention facility at Harlon Block Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana, City Engineer, recommended approval to begin the solicitation of engineering services for design plans, specifications and bid documents of the proposed drainage improvements (20-acre RDF) at Harlon Block in preparation for anticipated funding opportunities with the Texas Water Development Board.

Martin Garza recommended Andrew Munoz, Albert Aldana, Homer Rhodes, David Arce, and a member of the commission. Mayor Pro Tem Rodriguez expressed he would participate on the committee.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve the solicitation of statements of qualifications from qualified engineers for the development of plans and grant application for the proposed drainage regional detention facility at Harlon Block Park with committee composed of Andrew Munoz, Albert Aldana, Homer Rhodes, David Arce and Mayor Pro Tem Rodriguez as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Heron's Landing Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning & Code Enforcement Director, stated this was a proposed 71 lot subdivision for a mixed-use development of commercial and four-plex apartments; final plat was approved on November 16, 2023; developer will be responsible for paying the city for the associated cost of the agreement. Staff recommended approval of the agreement subject to a Resolution approved at the next meeting to allow a water CCN transfer to North Alamo Water Supply Corporation.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Heron's Landing Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Peruvian Alliance, LLC. on Ordinance 2023-30 to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial

District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-30. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated nine property owners were notified and no objection received with proposed use of four plex apartments. The Planning and Zoning Commission and staff recommended approval based on surrounding land use and existing apartment and duplex districts to the east.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Ordinance 2023-30 to rezone 820 N International as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Ronnie Cruz on Ordinance 2023-31 to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'-W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-31. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated five property owners were notified and no objection received: a proposed addition to the existing Central Plumbing & Electric Supply is the intent of the owner. The Planning and Zoning Commission and staff recommended approval based on surrounding land use of commercial and industrial use.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2023-31 to rezone 635 S Airport Dr as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of Roadhouse Enterprises, Inc. to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2, also being Lot 1, Replat of Lots 4, 7 and 8 Shops at N. Bridge Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated six property owners were notified and no objection received; applicant applied for a permit for On-premise mixed beverage, Food and Beverage and Late Hours Certificate for the proposed Texas Roadhouse. The Planning and Zoning Commission and staff recommended approval.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration after public hearing on behalf of Mario Mendiola to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 400 S Kansas Ave. also being Lot 1-6, Block 33, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated nineteen property owners were notified and no objection received; location is The Eatery that has changed ownership and owner is now transferring the permit to his name. The Planning & Zoning Commission and staff recommended approval.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at 400 S Kansas Ave. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the Final Plat for Monte Cielo Subdivision Phase I being 33.97-acres out of Farm Tract 214, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas. Located approximately 2,500 ft. south of Mile 10 North on the east side of Mile 6 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed 157-lot subdivision; outside city limits and will be for single family residential; serviced by water from North Alamo Water Supply Corporation and sewer by the city. The Planning & Zoning Commission recommended approval with variance. Staff recommended approval and compliance with the ordinance.

In response to Commissioner Farias regarding speed humps, it would be discussed during the traffic analysis study of the subdivision process.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Final Plat for Monte Cielo Subdivision Phase I as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve the Final Plat for Rio Meadows Subdivision being 20.3 acre out of Farm Tract 625, and 626, Block 178, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,400 ft south of E Business 83 on the east side of Midway St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed 56-lot subdivision; outside city limits and will be for single family residential; serviced by water from North Alamo Water Supply Corporation and sewer by the city; developer requested a variance to provide off-site drainage and obtained letters of support from the irrigation and drainage district. The Planning & Zoning Commission recommended approval with variance. Staff recommended approval and compliance with the ordinance.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Final Plat for Rio Meadows Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration on amending the Weslaco Chamber of Commerce Lease agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)

Andrew Munoz stated The Chamber of Commerce Board approved the amendment to the original lease agreement that included revenues generated from renting of meeting rooms would go the city; no subleasing and the boardroom be co-shared by Chamber, EDC and City. Staff recommended approval to amend the lease agreement.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve amendment to the Weslaco Chamber of Commerce Lease agreement as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to accept or reject Bid RFB: 2022-23-16 for the sale of various properties to the most advantageous respondent and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to discuss.

Andrew Munoz stated bids were solicited for thirty days for various properties; one bid received from South Texas Affordable Homes. Staff recommended to deny the bid as the bids are lower than the fair market value appraised price and re-bid. Staff would do more outreach such as with realtors for any interest in the properties.

Commissioner Pedraza suggested a public auction. Staff stated they could look into that.

Commissioner Farias seconded by Commissioner Lopez moved to reject Bid RFB: 2022-23-16 for the sale of various properties and re-bid as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to amend the Additional and Supplemental Services Agreement with Boltinghouse Simpson Gates for the Mayor Joe V. Sanchez Public Library Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)

Andrew Munoz stated since the direction of the project was a new library and not renovation, staff identified areas that are outside the original Scope of Work that included surveying and civil engineering, landscaping, Information and Communication Technology, additional FF&E and additional design of canopy connections, as well as wall design for the Porter Doss support wall. Staff recommended approval to amend to allow for the additional services not included in the original agreement.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve the Additional and Supplemental Services Agreement with Boltinghouse Simpson Gates for the Mayor Joe V.

Sanchez Public Library Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to authorize staff to solicit Request for Proposals for the application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation Planning Grant and Plan Development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated the last hazard mitigation plan was adopted in 2018 and needs to be updated; the plan is important as it allows the city to apply for State and Federal funds. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve solicit Request for Proposals for the application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation Planning Grant and Plan Development as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to authorize staff to cancel an order with Trafficware, LLC and approve the purchase two (2) traffic cabinets in the amount of \$31,200 plus shipping, from Texas Highway Products, LTD and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

David Arce, Public Works Director, recommended approval to cancel two purchase orders issued for traffic cabinets as the vendor has been unable to fill the order and unable to confirm when delivery is; Texas Highway Products can deliver by the end of the month; the traffic cabinets cost is \$2,500 more, would be installed at 18th and Bridge and done before school begins. Vendor demonstrated the product that would allow for added upgrades and training was included.

Commissioner Pedraza seconded by Commissioner moved to approve and cancel the order with Trafficware, LLC and approve the purchase two (2) traffic cabinets in the amount of \$31,200 plus shipping, from Texas Highway Products, LTD as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

N. Discussion and consideration on the purchase of a Motorola Solutions 4RE Watchguard System to be used for interview/interrogation rooms in the new police department for the amount of \$52,097.53 BuyBoard Contract 2171265 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Chief Rivera requested no action and stated in discussions for a lower cost.

No action was taken.

O. Discussion and consideration to approve a contract with Sam Garcia Architect, LLC 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.)

Omar Rodriguez, Parks & Recreation Director, stated this was the contract with Sam Garcia Architect for the swimming pool; fee negotiated for basic services was a percentage of 7.5% of the final/actual construction cost; initial fees based on actual construction cost not to exceed \$2million dollars that equals to a basic fee of \$150,000 for the architect to include civil engineer services; went over the Supplemental Services as follows: Site Analysis - Lump Sum Fee \$5,000 Pre-design programming - Lump Sum Fee \$10,000 Operation & Management Budget Plan \$5,000 Aquatic Planning and Design Consultant - Lump Sum Fee \$63,000 (based on swimming pool size not to exceed 3,000 square foot surface area) for a total fee cost of \$233,000; no additional fees will be charged for Building Information Model Management, Landscape Design, or Coordination of Owner's Consultants.

Mayor Suarez questioned if the percentage was a fixed rate of actual cost regardless if the dollar amount is lower or higher. Omar stated it was a fixed rate of actual cost; cost estimates will be provided as project is bided out for approval.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve contract with Sam Garcia Architect, LLC for Architectural/Engineering Design Services for a New Municipal Swimming Pool as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to ratify Allowance Expenditure Authorization No. 12 as approved by the Mayor to install an additional electrical circuit in the Juvenile Processing area A202 at the New Police Department with Municipal Court for an amount not to exceed \$1,090 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Omar Rodriguez stated the contractor advised on the need for an additional circuit missing in the juvenile detention area to operate a variable fan for the air conditioning system; approval needed right away to avoid any delay and staff approached Mayor for signature. Staff recommended approval to ratify Allowance Expenditure Authorization No. 12 not to exceed \$1,090 that would come from the contingency fund leaving a balance of \$115,383.56.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve and ratify Allowance Expenditure Authorization No. 12 not to exceed \$1,090 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration to solicit Request for Qualifications (RFQ) for Engineering Consulting Services to develop scope of work and preparations for construction documents for the necessary repairs to the North Wastewater Treatment Plant and authorize the Mayor to execute any related documents. (Staffed by the Engineering Department.)

Martin Garza requested action be taken upon the conclusion of executive session as the item is associated to item E in executive session.

Andrew Munoz stated based on consultation in executive session, staff recommended approval to solicit Request for Qualifications (RFQ) for Engineering Consulting Services to develop scope of work and preparations for construction documents for the necessary repairs to the North Wastewater Treatment Plant and a committee be appointed. Martin Garza recommended Marcelo Cosme, Homer Rhodes, Albert Aldana, Andrew Munoz and requested an appointment from the commission. Commissioner Gonzalez Jr. volunteered.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve solicitation of Request for Qualifications (RFQ) for Engineering Consulting Services to develop scope of work and preparations for construction documents for the necessary repairs to the North Wastewater Treatment Plant appointing Marcelo Cosme, Homer Rhodes, Albert Aldana, Andrew Munoz, and Commissioner Gonzalez Jr. as the review committee.

VIII. EXECUTIVE SESSION

At 6:33 p.m. Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:02 p.m. Mayor Pro Tem Rodriguez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

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

No action.

C. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the City Attorney consult with an Aviation Attorney on appeal issues and proceed as discussed in executive session. The motion carried unanimously; Mayor Pro Tem Rodriguez was present and voting.

D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

No action.

E. Legal Consultation - Consultation with City Attorney regarding the contract with Construct-Ability LLC as authorized by section §551.071 of the Texas Government Code.

No action.

F. Real property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as Lot 5, Block 43, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas as authorized by Section 551.072 of the Texas Government Code.

No action.

G. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as Lots 18, 19, 20, 21 & 22, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas as authorized by Section 551.072 of the Texas Government Code.

Commissioner Farias seconded by Commissioner Lopez moved to approve staff obtain an appraisal and proceed with negotiations as discussed in executive session. The motion carried unanimously; Mayor Pro Tem Rodriguez was present and voting.

X. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Lopez moved to adjourn the meeting of July 18, 2023, at 7:05 p.m. The motion carried unanimously; Mayor Pro Tem Rodriguez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6710	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-30 to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held July 18, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from I Industrial District to R-2 Duplex and Apartment District. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approve based on surrounding land use.			
Attachments, if any: Rezone-820 N International- Memo, 820 N International -Application, Notice, Radius map, 820 N international - aerial, O2023-30 rezone 820 N International			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 820 N International

DATE: July 11, 2023

The proposed property will be nineteen (19) lots of four plex apartments. The owner has submitted for subdivision review this time and has received preliminary comments from staff. There is existing apartment and duplex districts to the east of this property being the Coves and Heron's Landing subdivision. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE-000450-2023

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 6.764 out of Farm Tract 1029 Block _____

Subdivision Name Proposed Bilbao Subdivision

Street Address 820 N International

Existing Zoning I Existing Land Use Industrial

Proposed Zoning R2-Multifamily Proposed Land Use Apartments

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Peruvian Alliance, LLC Phone (956) 217-5375

Address 4900 N 10th Street Suite C4 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: egamba@troyocg.net

OWNER

Name same as applicant Phone _____

Address _____ Fax: _____

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

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

Signature _____ Date 05/10/2023

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent



Purpose for the Rezone Request	
Existing zoning:	I
Existing land use:	Vacant Land
Prop Zone:	R-2

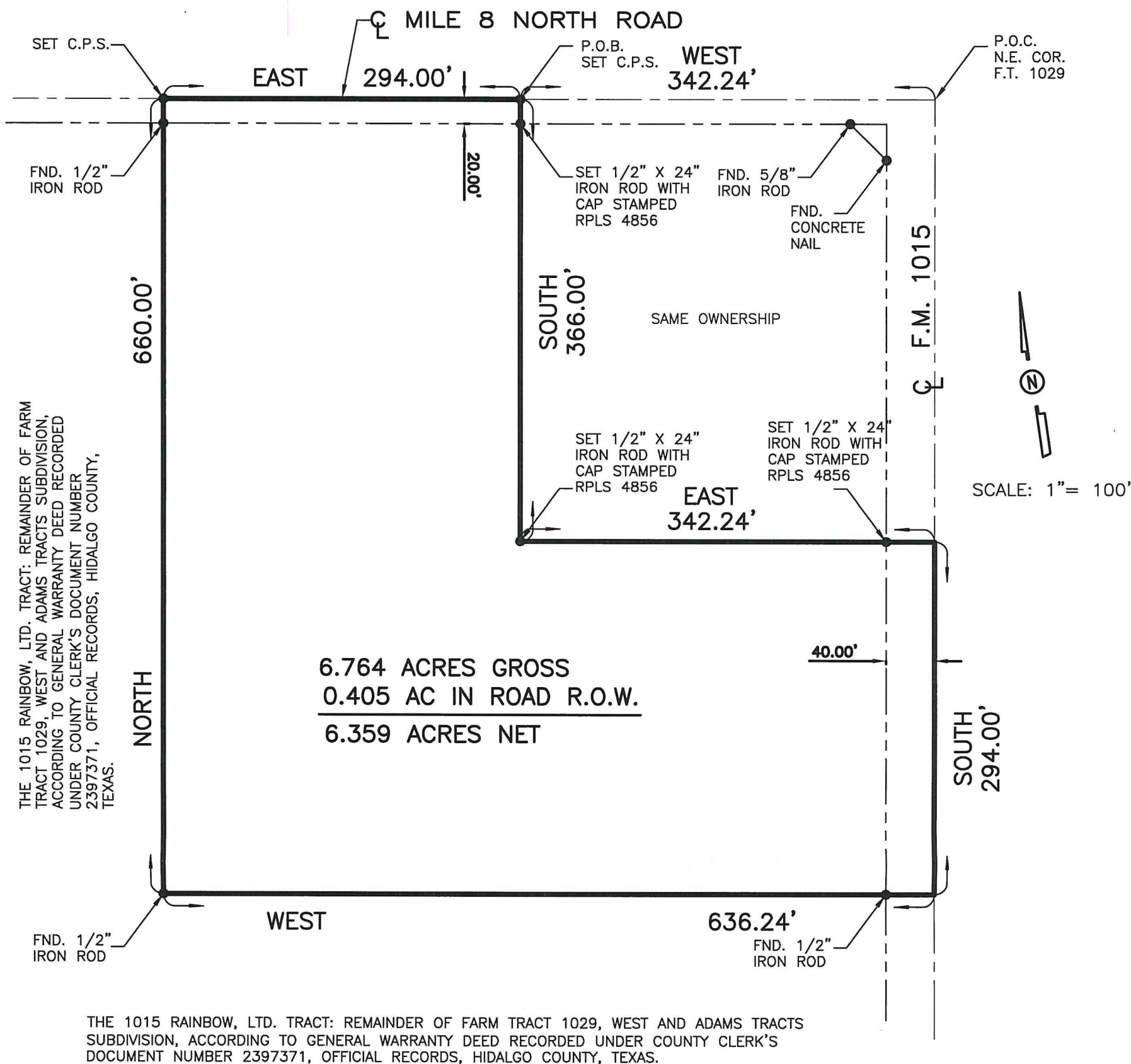


City of Weslaco Code Enforcement Dept.

JUN 2, 2023

PERUVIAN ALLIANCE LLC 2003 ROCHESTER AVE EDINBURG, TX 78539-1821	A0800-00-000-1029-00 ADAMS TRACT FT 1029 E636.24'-N660' C NET 0 N FM 1015	L: 0 B: 0
1015 RAINBOW LTD 2006 SAHARA DR WESLACO TX 78596	A0800-00-000-1029-05 ADAMS TRACT FT 1029 EXC 38.93AC NET 0 N FM 1015	L: 0 B: 0
TRIPLE J LEASING LLC 201 NE 21ST ST FORT WORTH TX 76164	A0800-00-000-1030-00 ADAMS TRACT W710'-S361'-N879' FT 1030 55AC NET	L: 179820 B: 218776
RANCHO BRITO LLC 3511 LOS INDIOS PARKWAY MISSION TX 78572	A0800-00-000-1030-05 ADAMS TRACT N518' & 6AC GR 19.39AC NET 820 N INTERNATIONAL BLVD	L: 40500 B: 0
PEREZ ROBERTO JR & ELIBORIO & ROBERTO PEREZ 3121 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-03 ADAMS TRACT W171.2'- E516.70'- S367.6'- .44AC GR 1.40AC NET 3121 E PIKE BLVD	L: 54825 B: 56907
ZAVALA CINDY GUADALUPE JR & DIANA ZAVALA 3005 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-08 ADAMS TRACT 5AC NET 403 E ESPLANADA	L: 41676 B: 184153
MITCHELL NOREEN YVETTE 3117 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-09 ADAMS TRACT W115'-E631'-S367.6' FT 0.92AC NET 3117 E PIKE	L: 53271 B: 24912
SAENZ ERNESTO R & ELENA Z 3223 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-11 ADAMS TRACT E345.5'-S367.6' FT 1037 AC NET 3223 E PIKE BLVD	L: 87646 B: 39137
ZAVALA JORGE & ELIZABETH 3101 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-16 ADAMS TRACT 5AC NET 3101 E PIKE BLVD	L: 41676 B: 111016

NOTE:
THIS SURVEY WAS DONE WITHOUT
THE BENEFIT OF A TITLE COMMITMENT.



THE 1015 RAINBOW, LTD. TRACT: REMAINDER OF FARM TRACT 1029, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2397371, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHOWING

A 6.764 ACRE TRACT OF LAND OUT OF FARM TRACT 1029, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3370465, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS SHOWN ARE IN ACCORDANCE WITH COLD TRANSLOADING CONDOMINIUM REGIME CONDOMINIUM, RECORDED IN INSTRUMENT NUMBER 3316816, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0450 C
REVISED DATE: MAY 30, 2002 LOMR

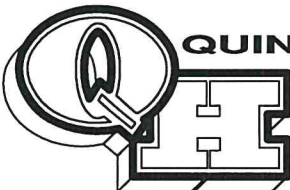
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



[Signature]
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

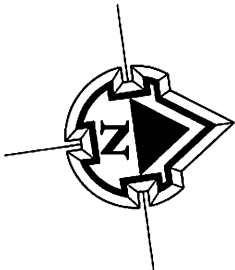
VOL. 2 PAGES 34-37
SURVEYED MARCH 6, 2023
ADDRESS _____
OWNER _____
JOB No. _____
BOOK No. _____ PAGE _____
Z:\DATA\SUBD\WESLACO\BILBAO\WEST TRACT FT1029



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM



Rezone Request

I to R-2

Legend

 820 N International

Vo Tech Dr

Diamond Blvd

International

Dollar General

E Pike Blvd

Murco Wall Products

Google Earth

1000 ft



ORDINANCE NO. 2023-30

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 820 N INTERNATIONAL ALSO BEING 6.764 ACRES OUT OF FARM TRACT 1029, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM I INDUSTRIAL DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a I Industrial District to R-2 Duplex and Apartment District located at 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of August, 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: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6766	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-31 to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading held July 18, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartment District to B-1 Neighborhood Business District. Five (5) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of July 5, 2023.			
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 based on surrounding land use.			
Attachments, if any: Rezone-635 S Airport Dr. - Memo, 635 S Airport Dr. -Application, Notice, Radius map, 635 S Airport- Aerial, O2023-31 rezone 635 S Airport Dr.			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 635 S Airport Dr.

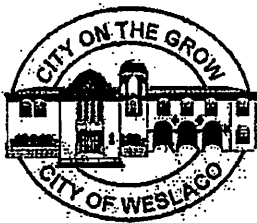
DATE: July 11, 2023

The proposed property will be an addition to the existing Central Plumbing & Electric Supply Company. The owner has submitted for subdivision review this time and will be recorded as a minor administrative subdivision. There are existing commercial and industrial zones to the North, South and West of this property. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE-000463-2023

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block _____

Subdivision Name PENCO RGV ADDITION

Street Address 625 S. Airport Weslaco, TX 78596

Existing Zoning Industrial/R2 Existing Land Use Industrial

Proposed Zoning Industrial Proposed Land Use Commercial

☒ \$305.00 non-refundable filing fee.

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

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

☐ City and school tax receipts attached.

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

APPLICANT

Name Ronnie Cruz, P.E., CFM Phone (956) 682-5022

Address 605 E. Violet Ave., Suite 1 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: ronnie@cruzhogan.net

OWNER

Name Gene P. Peña Phone (956) 968-8525

Address 625 S. Airport Fax: _____

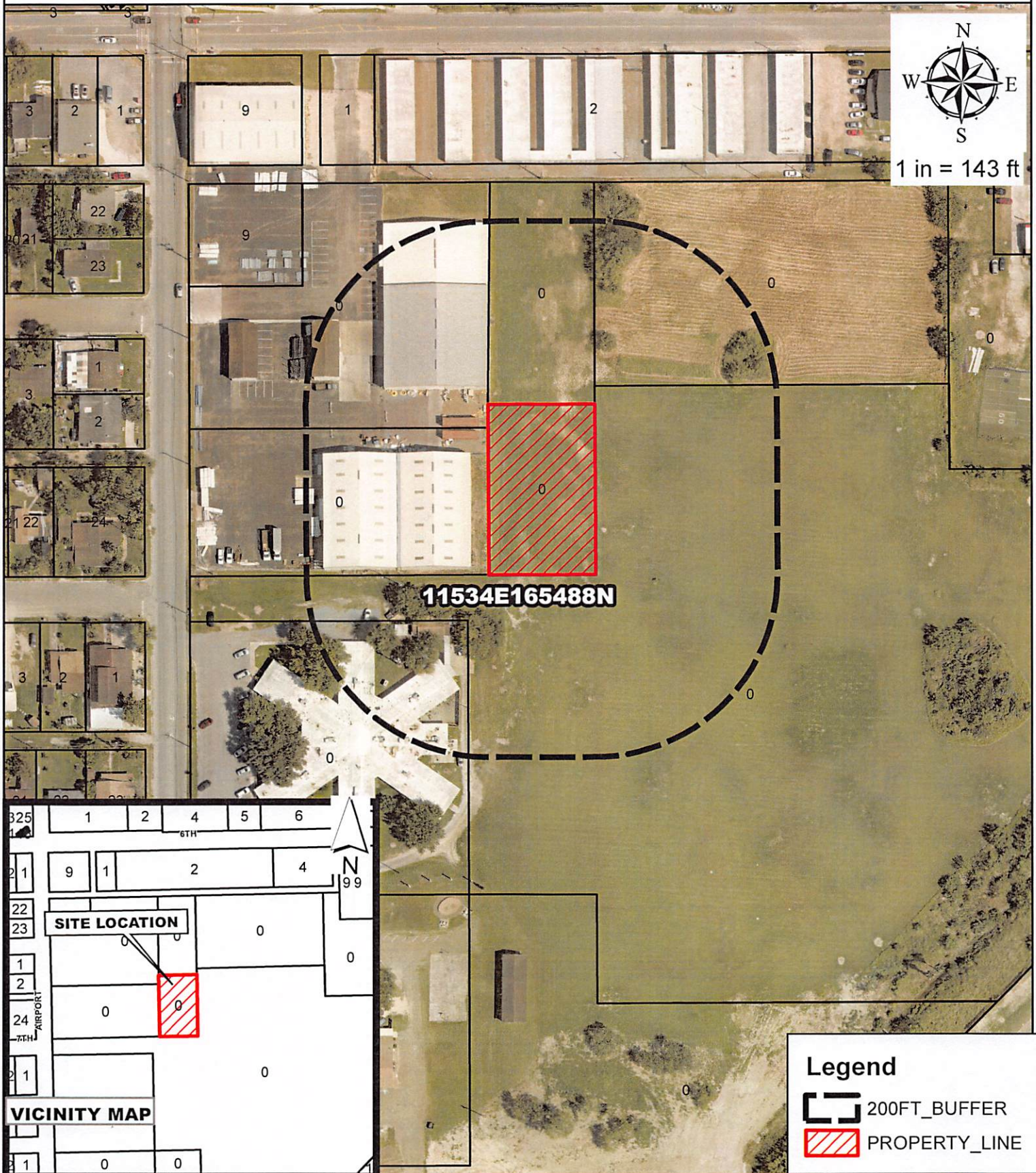
City Weslaco State TX Zip Code 78596 E-Mail: genepena@plumbingandelectric.com

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

Signature Gene P. Peña Date 5-31-23
Owner

Signature _____ Date _____
Applicant

Signature [Signature] Date 5/31/23
Authorized Agent



Ronnie Cruz
635 S. Airport Dr.
Penco RGV Addition lot 1

Purpose for the Rezone Request

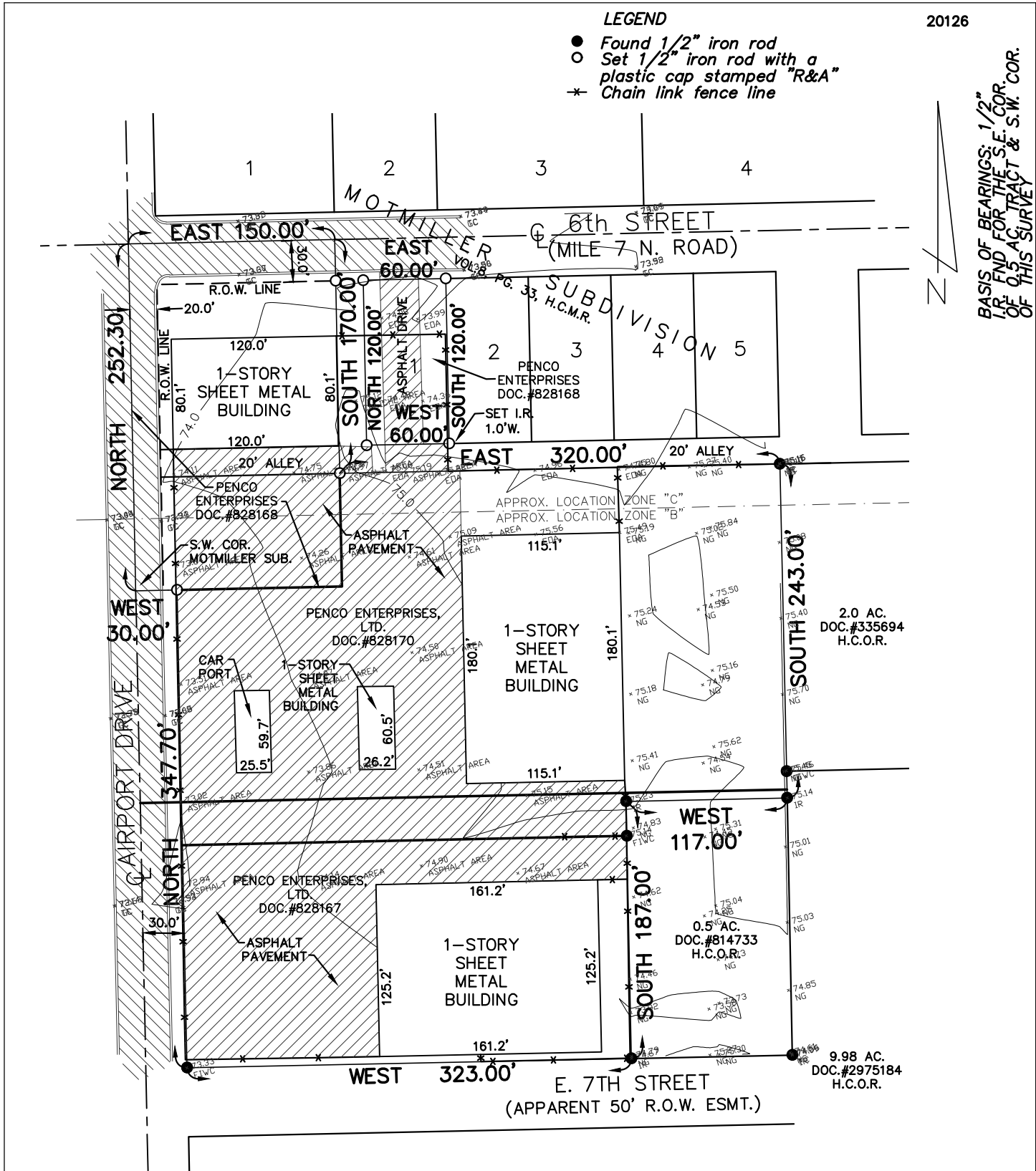
Existing zoning: R-1
Existing land use: Vacant Land
Prop Zone: B-2



JUN 5, 2023

SMV WESLACO L.P. C/O CAMMEBY'S INTERNATIONAL LTD 45 BROADWAY FL 25 NEW YORK NY 10006	W3800-00-701-0000-16 WEST TRACT S300'-N1247.70'-W330' FT 2.06AC NET 721 S AIRPORT DR	L: 117669 B: 550680
WESLACO INDEPENDENT SCHOOL 319 WEST FOURTH STREET WESLACO TX 78596	W3800-00-701-0000-17 WEST TRACT AN IRR TR N430.95'-S882.98' 701 9.96 AC GR 9.93 AC NET 7 S AIRPORT BLVD	L: 173775 B: 0
BLWT-WESLACO 2 LTD 6646 IRON HORSE BLVD NORTH RICHLAND HILLS TX 76180	W3800-00-701-0000-20 WEST TRACT N223.56'-S1150'-E389.69'- 701 2AC NET 6 S AIRPORT BLVD	L: 65363 B: 0
PENCO RGV ENTERPRISES LLC 625 S AIRPORT WESLACO TX 78596	W3800-00-701-0000-48 WEST TRACT E320'-W470'-S82.30'-N550' & 04.59'-W470' FT 701 2.27AC GR 2.16AC 625 S AIRPORT DR	L: 123381 B: 99263
PENCO RGV ENTERPRISES LLC 625 S AIRPORT WESLACO TX 78596	W3800-00-701-0000-64 WEST TRACT S161.26'-N568.15'-W470' FT R 1.63AC NET 645 S AIRPORT DR	L: 93107 B: 162074

ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY. EASEMENTS OF RECORD MAY AFFECT SUBJECT PROPERTY.

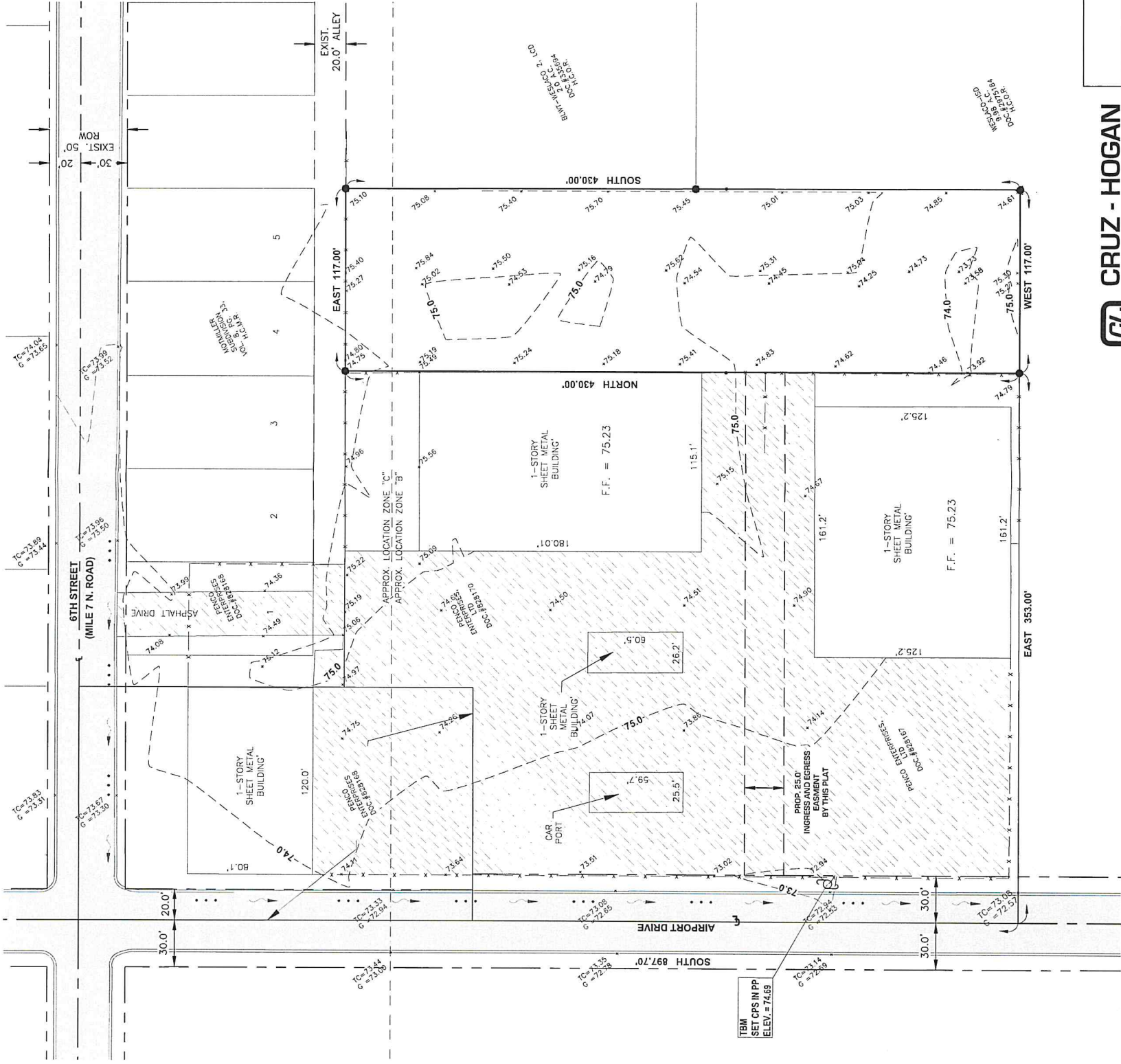


SURVEY PLAT OF
LOT 1, BLOCK 2, AND 0.8688 AC. OUT OF MOTTMILLER
SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 8, PAGE 33, H.C.M.R.
AND A TRACT OF LAND OUT OF FARM TRACT 701,
WEST TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL
LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY
CERTIFY THAT THE ABOVE PLAT REPRESENTS A
SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION,
THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE
AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT
AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY
LIES IN FLOOD ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YR
FLOOD AND 500-YR FLOOD; OR CERTAIN AREAS SUBJECT TO
100-YR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT
OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN
ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE
BASE FLOOD.) AND ZONE "C" (AREAS OF MINIMAL FLOODING.)
OF FIRM COMMUNITY PANEL NO.480349 0005 B, EFFECTIVE DATE
OF MARCH 4, 1980.

REYNALDO ROBLES, R.P.L.S. #4032

PREPARED FOR: GENE PEÑA	
ROBLES & ASSOCIATES, PLLC PROFESSIONAL LAND SURVEYORS P.O. BOX 476 107 W. HUISACHE ST. WESLACO, TEXAS 78596 PHONE (956) 968-2422 FAX (956) 969-2011 FIRM No. 10096700	
SURVEYED: 3-29-19	DRAWN BY: JR/4-08-19
SCALE: 1"=100'	JOB No. 20126
TITLE COMMITMENT No.	REVISED:
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSSED SEAL OF SURVEYOR OF RECORD.	
© COPYRIGHT 2019	



0 50
GRAPHIC SCALE

- LEGEND**
- FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "T&A"

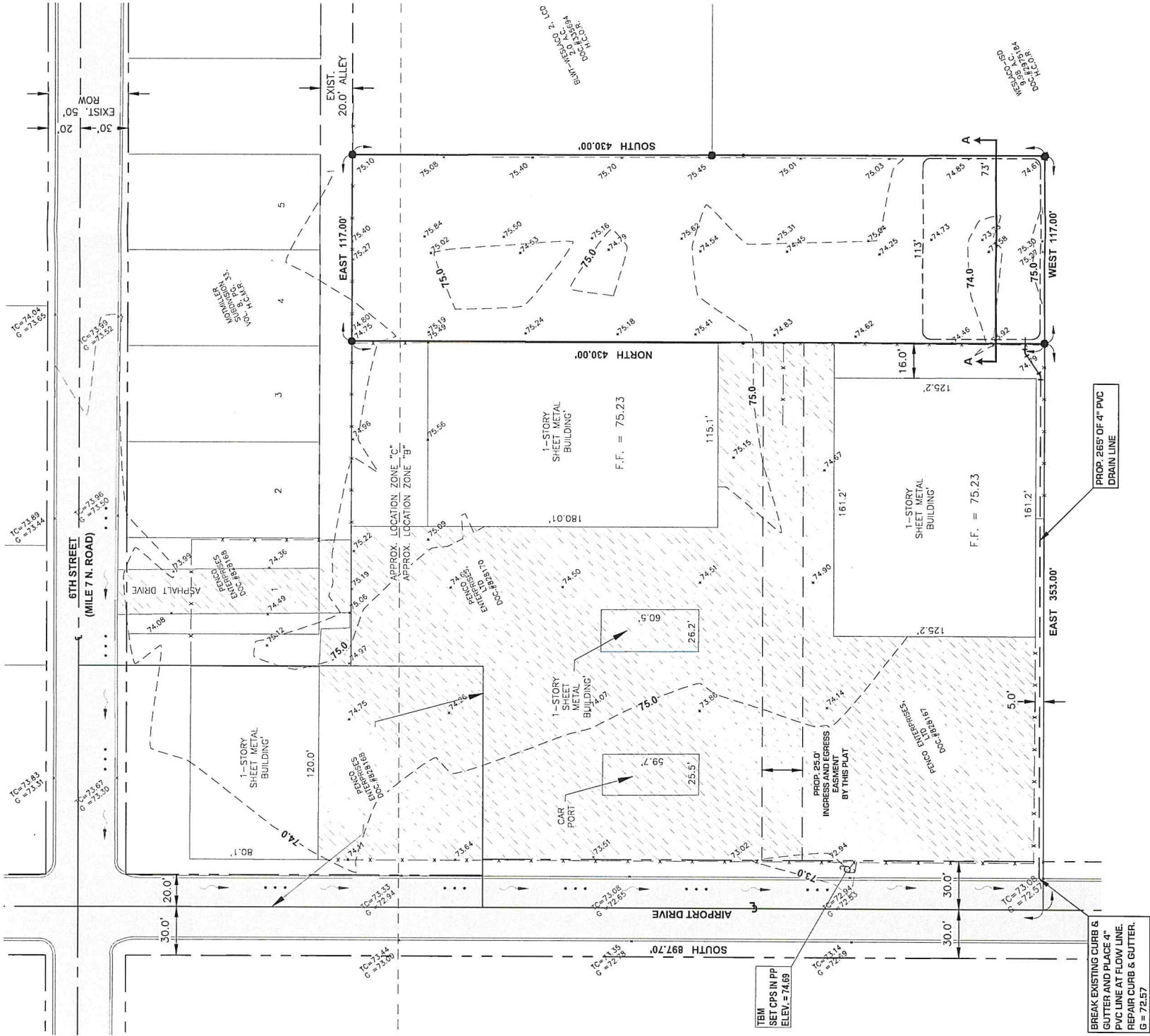
— x — CHAIN LINK FENCE

**CRUZ - HOGAN**
Engineers | Planners
McAllen | Harlingen | Weslaco
TYPE FIRM REGISTRATION NO: F-4860

PENCO RGV ADDITION

TOPO & UTILITIES

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	D. L.		APRIL 2023		

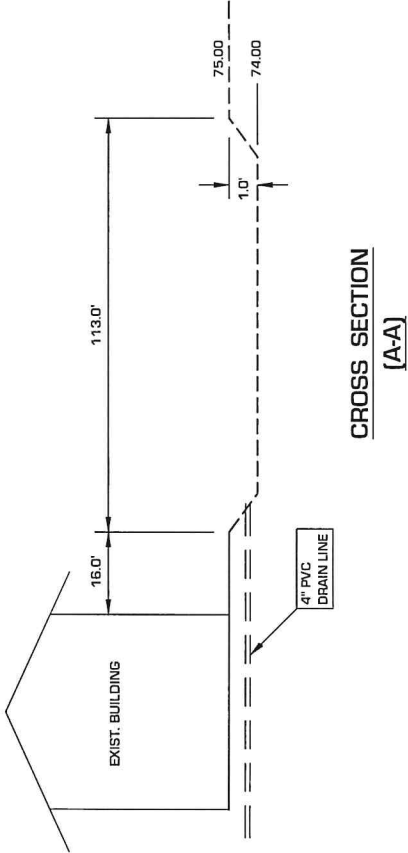


- LEGEND**
- FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "T&A"
 - x - CHAIN LINK FENCE

DETENTION POND REQUIRED

113' X 73' X 1.0' = 8,249 cu. ft.
OF STORAGE

8,213 cu. ft. REQUIRED



CROSS SECTION
[A-A]



McAllen | Harlingen | Weslaco

TBPE FIRM REGISTRATION No. F-4890

PENCO RGV ADDITION

DETENTION POND & DRAINAGE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	D. L.		APRIL 2023		

Rezone Request

R-2 to B-1

Legend

635 S Airport Dr

E 6th St

E 6th St

Best Little Warehouse In Texas

Rodriguez Tortilleria & café

Central Plumbing & Electric Supply

S Airport Dr

Google Earth



300 ft

ORDINANCE NO. 2023-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 635 S AIRPORT DR. ALSO BEING 0.50 ACRE BEING WEST TRACT E 117'- W470'-N187'-S907" OUT OF FARM TRACT 701, WESLACO HIDALGO COUNTY, TEXAS. FROM R-2 DUPLEX AND APARTMENT DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-2 Duplex and Apartment District to B-1 Neighborhood Business District located at 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, 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 July 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of August, 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: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6755	
From:			
Subject: Approval of Resolution 2023-46 adopting the 2019 updated Water Conservation Plan and Drought Contingency Plan and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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 David Arce Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Exhibit "A" 2019-05 Revised Weslaco Water Conservation and Drought Plan 2019-1 , R2023-46 2019 Water Conservation and Drought Contingency Plan			
Responsibilities upon Approval:			

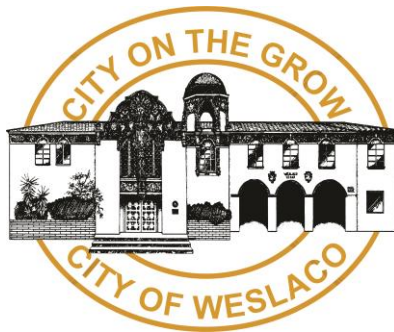
EXHIBIT "A"

City of Weslaco

WATER CONSERVATION

AND

DROUGHT CONTINGENCY PLAN



Prepared for:

City of Weslaco, Texas
255 S. Kansas
Weslaco, Texas 78596-6285
May 23, 2019

Prepared by:

Jorge Pena
Water Plant Chief Operator

Table of Contents Page No.

I. INTRODUCTION 3

II. WATER CONSERVATION PLAN 4

A. Water Conservation Goals 4

B. Public Education 4

C. Recycling and Reuse 4

D. Metering and Repair 4

E. Leak Detection and Repair 5

F. Plumbing Codes and Retrofit Programs 5

G. Conservation Orientated Water Rate Structure 5

III. DROUGH CONTIGENCY PLAN 8

A. Public Involvement 8

B. Public Education 8

C. Coordination with Regional Planning Groups 8

D. Implementation and Enforcement 8

E. Triggering Criteria and Response Stages 9

IV. PENALTY OF VIOLATIONS 14

A. Variances 14

B. Wholesale Customers 15

V. UTILITY PROFILE16

A. Service Area 16

B. Water System Description 16

C. Wastewater System Description 16

I. INTRODUCTION

The City of Weslaco's water conservation and drought response plan meets the requirements of Title 30, Chapter 288 of the Texas Administrative Code (30 TAC § 288). The Texas Commission for Environmental Quality (TCEQ) requires water conservation plans to be updated every five years.

The plan is needed to comply with the TCEQ requirements that all municipal water right holders of 1,000 acre-feet of water per year or more, and cities applying for a new water right or an amendment to an existing water right, must submit a water conservation and drought response plan.

The plan will include a review of the City's current and future water demand, supply and production capacity, an analysis of water conservation opportunities and reduction goals with initial five- and ten-year water conservation targets; and preparation of the water conservation and drought contingency plans for adoption.

The study will establish a baseline to understand the current water demand, metered or unmetered, and develop steps to reduce it. The demand reduction should eventually result in a more durable water supply, i.e. satisfying the demand caused by the city's growth while limiting water right purchases.

As the City moves in the direction of water conservation and reuse, the water conservation plan will serve as a planning guide to create conservation activities and monitoring programs. The drought contingency and emergency response plan is designed to give the City clear guidelines and lines of authority during specific natural or man-made events that may disrupt the normal delivery of water service.

II. WATER CONSERVATION PLAN

The preceding sections have developed the concepts needed to derive tangible, quantified water conservation targets. The City of Weslaco understands that simply stating a level of savings does not translate into a successful program implementation, thus the need to discuss the possible opportunities for conservation with measurable results.

A. Water Conservation Goals

5 & 10-Year Targets

The City of Weslaco water use patterns suggest further conservation gains will require great efforts. This is manifested by the fact that both parameters of importance in water conservation:

Based on data found on the utility profile and on evaluation of Weslaco's water consumption practices, Weslaco has set the following goals to be achieved through the adoption of this Water Conservation Plan.

1. To reduce Daily Municipal Per Capita water use to 125 GPCD by the year 2024 and reduce the target water loss to 18 GPCD water loss percentage to 14%; and 120 GPCD by the year 2029 and reduce the target water loss 15 GPCD and 12% water loss.
2. To reduce Daily Residential Per Capita water use to 65 GPCD by the year 2024 and reduce the target water loss to 15 GPCD water loss percentage to 12%; and 60 GPCD by the year 2029 and reduce the target water loss 15 GPCD and 12% water loss.
3. To implement long term cost-effective recovery measures for major causes of unaccounted for water loss due to metering.
4. To increase both public and employee awareness regarding water conservation and water related issues. This will especially be encouraged during the summer months when water consumption increases significantly.
5. To promote the re-use of treated wastewater effluent for agriculture, industry, and public use.

B. Public Education

The City recognizes the fact that considerable gains in water conservation come from individual actions thus it will develop a permanent public education campaign to promote a culture of prudent water use at home. Specific plans will be developed in the next year so that a reasonable approach can be matched with an adequate budget.

C. Recycling and Reuse

The City of Weslaco is also exploring the possible use of the treated wastewater effluent for agriculture, industry, and private use.

D. Metering

New meters, 2 inches and smaller in size, are bought according to the latest revision of "AWWA C-700 Standard for Cold-Water Meters" to specify all materials, design, and testing of these meters. The manufacturer will guarantee that all new meters will test at an accuracy of 98.5% to 101.5% at the low flow rate designed by "AWWA Standards Manual M-6" on a meter size or size basis.

Older meters that may be over or under registering will be replaced as time permits in order to accurately account for water sales and lower unaccounted-for water losses.

Weslaco uses computers to maintain billing accounts, to keep accurate records of water consumption, and to identify high and low water user accounts. Weslaco will test all meters that appear to show unusually high or low water usage based on fluctuating meter reading data. Meter readers test meters based on an as needed basis, or when customers complain, or a problem arises. Meter testing is done at the shop. Customers may accompany the meter reader to the shop and verify the test. If the meter is over-registering the customer's account will be credited, or if the meter is under-registering, the meter is then replaced with a new one.

E. Leak Detection and Repair

The City will develop a leak detection program to measures and locate leaks within the next five years. Customers and City staff currently call-in water breaks to the Utilities Department. Repairs are usually addressed within 30 minutes.

F. Plumbing Codes and Retrofit Programs

The City of Weslaco has adopted the Standard International Plumbing Code, 2012 Edition for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

The City of Weslaco encourages businesses and homeowners to replace older water fixtures like low-flow showerheads, faucet aerators, and toilet dams purchased before January 1, 1992, with the newer efficient replacements. Weslaco will also advocate the use of low demand water appliances instead of older, high use ones in homes and businesses.

G. Conservation Orientated Water Rate Structure

The City of Weslaco has established three schedules of rates to be charged for the consumption of water supplied through the city water system, as follows:

1. Standard water rate schedule within the city limits for Weslaco's customers under the city's Certificate of Convenience and Necessity.
2. Standard water rate schedule for areas previously covered by Military Highway WSC and North Alamo WSC Certificate of Convenience and Necessity relating to any buyout phases whereby the City has entered into agreements with MHWSC and NAWSC for buyout of their certified area.
3. Standard water rate schedule outside of Weslaco's City limits.

The following water rates show the standard rate to be charged for water furnished and consumed by single-family residence, multi-family residence, commercial, and industrial customers within the City. Water and sewer rates are periodically evaluated and updated as needed, so information in is subject to future change.

Schedule A. Residential Inside City Limits

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

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

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

Schedule B. Commercial Inside City Limits

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

5/8 inch or ¾ inch meter.....	\$18.07
1 inch meter.....	\$21.01
1 ½ inch meter.....	\$27.14
2 inch meter.....	\$36.24
3 inch meter.....	\$59.11
4 inch meter.....	\$88.94
6 inch meter.....	\$156.42
8 inch meter.....	\$203.04

(2) Charges per each 1,000 gallons or portion thereof: 0 to 15,000 gallons... \$3.03

15,000 to 15,001 gallons.....	\$9.91
15,001 to 30,000 gallons.....	\$3.38
30,000 to 35,000 gallons.....	\$3.40
35,000 to 35,001gallons.....	\$9.26
Over 35,001 gallons.....	\$3.40

Schedule C. Multi Family Inside City Limits

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

5/8 inch or ¾ inch meter.....	\$18.07
1 inch meter.....	\$21.01
1 ½ inch meter.....	\$27.14
2 inch meter.....	\$36.24
3 inch meter.....	\$59.11
4 inch meter.....	\$88.94
6 inch meter.....	\$156.42
8 inch meter.....	\$203.04

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

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons	\$3.03
---------------------------	--------

15,000 to 15,001 gallons (An Addition to the base fee when this level is reached.)	
.....	\$9.91
15,001 to 30,000 gallons.....	\$3.38
30,000 to 35,000 gallons.....	\$ 3.40
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)	
.....	\$9.26
Over 35,001 gallons.....	\$3.40

Schedule D. Irrigation Meters Inside City Limits

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

5/8 inch or ¾ inch meter.....	\$10.47
1 inch meter.....	\$14.06
1 ½ inch meter.....	\$22.35
2 inch meter.....	\$31.46
3 inch meter.....	\$54.33
4 inch meter.....	\$84.16
6 inch meter.....	\$151.64
8 inch meter.....	\$198.26

(2) Charges per each 1,000 gallons or portion thereof: 0 to 10,000 gallons

.....\$2.97

10,000 to 15,000 gallons..... \$2.97

Over 15,000 gallons.....\$3.07

(3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

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

(1) The monthly water charges for any customer (residential, commercial, multi-family, irrigation, or other) located outside the corporate limits of the City of Weslaco shall be at the rate of 150% of the rate charged customers inside the corporate limits of the City.

III. DROUGHT CONTINGENCY PLAN

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of drought, emergency conditions, or other water shortages, this water plan incorporates the following regulations and restrictions of the delivery and consumption of water, to be adopted and enforced via City of Weslaco (the City) ordinance.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this section.

A. Public Involvement

Opportunity for the public to provide input into the preparation of the Drought Plan was provided by the City of Weslaco by scheduling and providing public notice of a public meeting to accept input on the Drought Plan.

B. Public Education

Weslaco Public Utility will periodically provide the public with information about drought Contingency Plan, including information about the conditions under which each stage of the Drought Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of periodic publications in the local newspaper and utility bill inserts or mail-out.

C. Coordination with Regional Water Planning Groups

The consumer conveyance and necessity (CCN) of the Weslaco Public Utility is located within the lower Rio Grande Valley. The City of Weslaco has provided a copy of this Water Conservation and Drought Contingency Plan to the Lower Rio Grande Valley Development Council Region M.

D. Implementation and Enforcement

The City Manager, or his/her designee, is authorized and directed to implement the applicable provisions of this plan upon their determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, is authorized to initiate or terminate response measures as described in this Plan. In case of an emergency situation (e.g. canal breakdown, pump failures, line ruptures, etc.) the City Manager, or his/her designee, is authorized to take immediate minimize or mitigate the risks and impacts of the water supply emergency. Steps in an emergency can include activation of any relevant portions of this plan, as determined appropriate by the City Manager, or his/her designee.

E. Triggering Criteria and Response Stages

The City Manager, or his/her designee, shall monitor water supply and demand conditions on a monthly basis, and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on water supply considerations and extraordinary circumstances faced by the water system. For the water supply, the source of information is the levels of U.S. water storage in Amistad and Falcon Reservoirs at which stages of the Plan will be implemented or terminated. For the non-supply related triggers, the stages will be terminated whenever the level of service is restored to normal.

In the case of the water supply triggers, the stage determination is intended to be progressive, but for extraordinary circumstances the City Manager or his/her designee may invoke any stage at any time, at his/her discretion.

Upon determining that a trigger condition has been reached and a stage of the Plan initiated, the City Manager, or, shall implement the following notification procedures and practices.

Stage 1 Triggers – Mild Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 51% or 1,660,000 AF (or below), Stage 1 of the Plan shall be initiated. When the level is above this amount, this stage may be terminated.

When water demand projections for the year suggest that the City’s available water rights may be used at 95 percent.

Target

Achieve a voluntary 2% reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.

Best Management Practices for Demand Management

Inform the public through notification channels described above that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps which can be taken will be provided as part of the public notification. Directly notify major water users, as defined previously, of the situation and request voluntary water use restrictions.

Wholesale customers are also directly notified of the activation of the Plan, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan.

Stage 2 Triggers – Moderate Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 25% or 834,600 AF (or below), Stage 2 of the Plan shall be initiated. When the level is above this amount, this stage may be terminated.

When a condition, natural or manmade, causes system-wide problems and in the opinion of the City, the normal and customary level of water service may be diminished for a period of time.

When water demand projections for the year suggest that the City's available water rights may be used at 98 percent. Target Achieve a three percent reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.

Best Management Practices for Demand Management

1. Under Stage 2 the City Manager, or his/her designee, may restrict the watering of grass and vegetation as follows:

a. The watering of trees, shrubbery, gardens, vegetables, and flowers may be permitted through the means of a hand-held hose equipped with a positive shutoff nozzle, a drip irrigation system, a hand-held bucket or watering can, or a sprinkler system which is either attended throughout its use or is equipped with an automatic shutoff.

b. The watering of residential lawns will be prohibited except on irrigation days. Irrigation days will be permitted once every seven (7) days from midnight to 7:00am and from 7:00pm to midnight. Odd numbered addresses will be allowed to water on Tuesdays, and even numbered addresses will be allowed to water on Thursday. Hand-held hose or drip irrigation is permitted any day.

c. Commercial nurseries and sod farms shall be exempted from the prohibitions of this subparagraph and shall be permitted to water nursery stock by means of a hand-held bucket or watering can, or a sprinkler system which is attended throughout its use, is equipped with an automatic shutoff, or recaptures and re-circulates irrigation water.

2. Adding water to swimming pools is permitted only on irrigation days.

3. Allowing water to run off yards or plants into gutters or streets shall be deemed a waste of water and is prohibited.

4. The washing of automobiles, trucks, trailers, boats, airplanes, and any other type of mobile equipment is prohibited except that individuals may wash their private cars or boats if they use a bucket, pail, or normal sized receptacles, and further that filling stations shall wash their customers' cars with a bucket, pan, pail, or other receptacle not larger than of five-gallon capacity. An individual or filling station, after washing, shall be permitted to rinse the car or boat off with a hose, using only a reasonable amount of water in doing so. Commercial or automatic car wash establishments shall use minimum practical water settings.

5. The washing of building exteriors and interiors, trailers, trailer houses, and railroad cars is prohibited, except where in the interests of public health the City Manager, or his/her designee, may permit limited use of water on a case-by-case basis.

6. The permitting or maintaining of defective plumbing in a home, business establishment, or any location where water is used on the premises is prohibited. This defective plumbing shall include, but not be limited to, the existence of out-of-repair water closets, underground leaks, defective faucets and taps. The permitting of water to flow constantly through a tap, hydrant, valve, or otherwise by a user of water connected to the city system, shall be considered as wasting of water and is prohibited.

7. The use of fire hydrants for any purpose other than firefighting is prohibited, except where the City Manager, or his/her designee, may permit the use of metered fire hydrant water by the city or by commercial operators using jet rodding equipment to clear sanitary and storm sewers.
8. The use of water in ornamental fountains or in artificial waterfalls where the water is not reused or re-circulated in any manner is prohibited.
9. The use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area, building, or structure is prohibited.
10. The use of water for dust control is prohibited.
11. The use of potable water by a golf course to irrigate any portion of its grounds except those areas designated as tees and greens, and except between the hours of 6:00 am and 9:00 AM on designated watering days (see 1a above) is prohibited.
12. Any use of water for the purposes or in a manner prohibited in this section shall be deemed to be a waste of water, and any person violating any of the provisions of this article and any person in whose name a water meter connection is registered in the water department which water connection serves premises upon which a violation occurs, and proof that the particular premises has a water meter connection registered in the name of the defendant in the complaint, shall constitute in evidence a prima facie presumption that the person in whom such water connection was registered was the person who permitted or caused the act of waste charged to occur on the premises.
13. Wholesale customers are also directly notified of the activation of this Stage and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan. See section 3.12 below

Stage 3 Triggers – Severe Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 15% or 504,600 MAF (or below), Stage 3 of the Plan shall be initiated. When the level is above this amount, this stage may be terminated.

When a condition related to extraordinary circumstances, such as impact on the water system due to natural disasters or unanticipated restrictions on the raw water delivery system, severely and immediately diminishes the City's ability to deliver a normal and customary level of water.

When water demand projections for the year suggest that the City's available water rights may be used at 100 percent.

Target

Achieve a four percent reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.)

Best Management Practices for Demand Management

1. New service connections to the City's water system are prohibited where some other source independent of the City's water supply is existing and in use at the time of adoption of this Plan.
2. The use of water to serve a customer in a restaurant unless requested by the customer is prohibited.
3. The use of water for the expansion of commercial nursery facilities is prohibited.
4. The use of water for scenic and recreational ponds and lakes is prohibited.
5. The use of water for private, single-family residential swimming, wading, and Jacuzzi-type pools, hot tubs and the like or similar uses is prohibited.
6. The use of water for municipally owned swimming pools is prohibited.
7. The use of water for privately owned neighborhood and subdivision swimming pools is prohibited.
8. The use of water to put new agricultural land into production is prohibited.
9. The use of water for new planting or landscaping is prohibited.
10. No application for new, additional, further expanded, or increased in size water service connection, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved, or installed except as approved by the City Manager, Allocation and Review Committee, and City Planning Department.
11. The City will require that industrial and commercial users implement an individual curtailment plan. The curtailment goal will aim to allow the user a reasonable level of operation; however, the City will reserve the right to require additional mandatory curtailments, if a state of emergency is declared.
12. The maximum monthly use for a residential customer will be 15,000 gallons. Revised rates and penalties will be implemented on all water used in excess of that amount. The rate will increase to 1-1/2 times the normal rate, and penalties will be administered as listed in section 3.10 below.
13. The City Council and City Manager shall take those actions deemed necessary to meet the conditions resulting from any emergency.
14. Wholesale customers are also directly notified of the activation of this Stage, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan. See section 3.12 below.

IV. PENALTY OF VIOLATIONS

An ordinance establishing the City's Drought Contingency Plan and providing penalties for non-compliance has been drafted and presented to the City Commission for adoption. The City Manager is authorized to implement the Drought Contingency Plan including decisions regarding the determination of water supply and water demand conditions, whether to upgrade and downgrade the conditions and whether to initiate specified actions or terminate such action when conditions warrant. The City Manager shall also have the authority to promulgate rules and regulations if necessary to protect the public health and safety in the event of water system failure. The City's Police Department and Public Utilities Department is empowered to enforce the conditions of the Drought Contingency Plan. The following enforcement provisions shall be activated as part of the Plan to ensure compliance with its restrictions.

(a) No person shall knowingly or intentionally allow the use of water from the City of Weslaco for residential, commercial, industrial, agricultural, governmental, or any purpose in a manner contrary to the provisions of this plan, or in an amount in excess of that permitted by the stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50.00 dollars and not more than \$500.00 dollars.

(c) To implement the requirements of this plan, the following steps will be utilized to address those individuals who are not complying with the plan. Any City of Weslaco Code Enforcement Officer may issue a citation to a person he/she reasonably believes to be in violation of this ordinance. The citation issues will be the standard NOTICE OF VIOLATION currently in use.

Step 1: Verbal communication instructing the party to discontinue non-compliance

Step 2: If non-compliance continues, a citation will be issued

Step 3: If non-compliance continues, assess fines according to the City Ordinance instituting this plan.

Step 4: If non-compliance continues, and the fines are not paid, the City will disconnect the water service and a reconnect fee will be required to re-institute the service.

A. Variances

The Water Conservation Management Committee may, in writing, grant temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance, and if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

(b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Weslaco within five (5) days after the Plan or a particular stage has been invoked. All petitions for variances shall be reviewed by the Water Conservation Management Committee and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water uses restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

B. Wholesale Customers

The City of Weslaco will include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039 in the event this plan is activated, shall distribute water to all current and future wholesale providers in accordance with this plan. Existing customers shall be requested to reduce demand as described below and are subject to the same use prohibitions listed above.

Upon activation of any stage of this Plan, wholesale customers shall be directly notified within twenty- four (24) hours. Wholesalers are required to notify their customers within seven (7) days of the activation of any stage of this plan. All relevant portions of this plan are effective at the end of this seven (7) day period.

The notification to wholesale customers shall include the following language:

“The City reserves the right, under section 11.039(b)(2) of the Texas Water Code, to reduce the amount of water supplied to wholesale customers in accordance with the goals established under the Drought & Emergency Contingency Plan. Wholesale suppliers are encouraged to adopt this or a similar plan to achieve the necessary demand reductions within their system that will accomplish the goals of the City of Weslaco Drought Contingency Plan. Any reduction in water supplied to wholesale customers shall be limited to those stated in the targets for each stage (e.g. Stage 1, 2% reduction from previous thirty-day water consumption), unless otherwise determined by the City Manager, or his/her designee, as described in the complete plan.”

V. UTILITY PROFILE

A. Service Area

The City of Weslaco is located in South Texas, east of McAllen and west of Harlingen in the Rio Grande Valley area. The City holds Certificate of Convenience and Necessity (CCN) no. 10568, serving an area of 12.9 square miles.

The City provides water to residential, commercial, and industrial concerns within its municipal boundaries and Extra-Territorial Jurisdiction (ETJ); the service also includes subdivisions and colonias in the ETJ. In addition, Weslaco provides water on a wholesale basis to Military Highway and North Alamo Water Supply Corporations.

Wastewater service is provided inside the City limits and to selected developments in the ETJ.

B. Water System Description

The City of Weslaco has a total of 4 water treatment plants; three of them were originally constructed in the 1940s and 1970s with a new addition, Plant 5, that was added in 2017. The plants treat Rio Grande river surface water with conventional surface water treatment and are rated at 18 MGD. With three ground storage tanks at the plant site, they have a capacity of 3.130 million gallons. Over the last three years, the plant worked at an average daily flow of 4.8 MGD, with the new addition of Plant 5, high production summer no longer peak near its rated capacity.

The distribution system includes 126 miles of transmission lines and water mains and it has four elevated storage tanks with a combined capacity of 2.3 million gallons.

C. Wastewater System Description

The wastewater system includes 47 lift stations, and two wastewater treatment plants, with a combination of VCP and PVC pipe, ranging in size from 6 to 21 inches. A 30-in interceptor is being constructed.

The North WWTP is 4.9 MGD in capacity and the South WWTP is 2.5 MGD. Both plants treat water to a secondary level and discharge into unnamed tributaries. The North plant is operating at 42 percent capacity; its effluent continues to the Arroyo Colorado and eventually reaches the Laguna Madre in the Gulf of Mexico. The South plant is operating at 60 percent capacity; its effluent takes the Rio Grande valley floodway to the Laguna Madre. The treatment plants are owned and operated by the City of Weslaco.

Texas Commission on Environmental Quality

**UTILITY PROFILE & WATER CONSERVATION PLAN
REQUIREMENTS
FOR MUNICIPAL WATER USE BY PUBLIC WATER SUPPLIERS**

This form is provided to assist entities in water conservation plan development for municipal water use by a retail public water supplier. Information from this form should be included within a water conservation plan for municipal use. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Supply Division at (512) 239-4691.

Name of Entity:
City of Weslaco

255 S. Kansas, Weslaco, TX 78596-6285
Address & Zip:

Telephone Number: (956) 973-3146 Fax: (956) 968-2833
Marcelo Cosme
Form Completed By:
Title:

Water / Wastewater
Superintendent
Date:

Signature

Name and Phone Number of Person/Department responsible for implementing a water conservation program: Marcelo Cosme, Water/Wastewater Superintendent

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (square miles): 12.9
3. Current population of service area: 40,358
4. Current population served:
 - a. water 40,358
 - b. wastewater 40,358
5. Population served by water utility
6. Projected population for the previous five years: service area in the following decades:

Year Population

2018	40,360	2020	35,485
2017	40,358	2030	40,645
2016	39,984	2040	46,229
2015	39,539	2050	52,328
2014	39,901	2060	59,033

7. List source/method for the calculation of current and projected population:
Used US Census Bureau data.

B. Active Connections

1. active service is <u>X</u> or	2018 Active Connections (Treated Water Users)				Current number of connections. Check whether multi-family counted as Residential Commercial
	User Group	Metered	Unmetered	Total	
	Residential	9,307		9,307	
	Commercial	1,272		1,272	
	Industrial	NA		NA	
	Other	NA		NA	
	Total	10,579		10,579	

2. List the net number of new connections per year for most recent three years:

New Connections Last Three Years			
User Group	2016	2017	2018
Residential	9,634	9,105	9,307
Commercial	1,506	1,269	1,272
Industrial	NA	NA	NA
Other	NA	NA	NA

C. High Volume Customers

List annual water use for the five highest volume customers
(indicate if treated or raw water delivery)

2013 High Volume Customers (Treated Water)		
	Customer	Use (Kgal)
1	Military Hwy WSC	53,691
2	John Knox Village	19,295
3	North Side Apartments	18,146
4	Sevilla Apartment Homes	14,761
5	Knapp Medical Center	11,071

II. WATER USE DATA FOR SERVICE AREA A.

Water Accounting Data

1. Amount of water use for previous five years (in 1,000 gal.):

Please indicate: Diverted Water Treated Water

Water Production Last Five Years (Kgal)					
Month	2018	2017	2016	2015	2014
January	140,320	145,920	128,510	120,001	133,925
February	125,740	152,340	134,070	106,290	124,695
March	158,090	146,140	137,490	100,508	135,212
April	147,590	159,774	137,120	115,282	139,455
May	171,030	183,380	140,640	125,580	135,250
June	168,420	175,150	133,870	123,410	163,269
July	173,450	192,050	181,130	154,880	180,557
August	204,050	200,040	180,340	129,880	190,475
September	164,050	145,420	148,280	132,240	126,608
October	141,540	141,280	160,780	129,880	141,619
November	136,840	145,110	142,220	117,230	118,041
December	148,180	141,750	137,270	129,970	116,583
Total	1,830,470	1,928,354	1,761,720	1,485,151	1,705,689

Indicate how the above figures were determined (e.g., from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

The water treatment plant has a meter for finished water going into the distribution system. The meter is read daily and amount of treated water delivered is calculated.

2. Amount of water (in 1,000 gallons) delivered (sold) as recorded by the following account types for the past five years.

Water Sold to All Users (Kgal)					
User Group	2018	2017	2016	2015	2014
Residential	819,137	378,240	1,512,125	692,678	969,111
Commercial	448,491	695,454	56,957	503,499	436,052
Industrial					
Wholesale					
Other					
Total					

3. List previous five years records for water loss (the difference between water diverted (or Treated) and water delivered (or sold))

Water Losses		
Year	Amt (Kgal)	%
2018	299,070	16.07
2017	573,848	30.36
2016	220,683	12.28
2015	262,410	17.09
2014	208,166	15.58

B. Projected Water Demands

If applicable, attach projected water supply demands for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirement from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized with each:

Water Supply (ac-ft)		
Type	Source	Amount
Surface Water	Rio Grande River	8,030.470
Groundwater	Local Aquifer	525.6
Contracts		NA
Other		NA

B. Treatment and Distribution System

- Design daily capacity of system: 18 MGD
- Storage Capacity: Elevated 2.3MG, Ground 3.130 MG
- If surface water, do you recycle filter backwash to the head of the plant?
Yes X No. If yes, approximately 15.7 MGD

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s): 7.4 MGD
2. Is treated effluent used for irrigation on-site, off-site X, plant wash-down X, or chlorination/dichlorination?
If yes, approximately 8,000,000 gallons per month.
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed of. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and, if wastewater is discharged, the receiving stream. If possible, attach a sketch or map which locates the plant(s) and discharge points or disposal sites.

B. Wastewater Data for Service Area

1. Percent of water service area served by wastewater system: 98 %
2. Monthly volume treated for previous three years (in 1,000 gallons):

Wastewater Treatment Last Three Years (Kgal)			
Month	2018	2017	2016
January	150.58	148.90	117.33
February	142.56	130.42	104.76
March	152.12	152.42	114.70
April	141.04	136.97	110.72
May	144.25	145.28	110.38
June	194.65	141.09	108.51
July	166.87	142.29	109.43
August	162.31	146.38	124.22
September	164.94	148.89	122.25
October	167.70	163.39	116.12
November	148.59	154.24	110.19
December	152.05	151.94	112.91
Total	1,887.66	1,762.21	1,677.08

RESOLUTION NO. 2023-46

**THE STATE OF TEXAS § ADOPTING THE 2019 UPDATED WATER
COUNTY OF HIDALGO § CONSERVATION PLAN AND DROUGHT
CITY OF WESLACO § CONTINGENCY PLAN.**

A RESOLUTION OF THE CITY OF WESLACO, TEXAS ADOPTING A WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN:

1. ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF THE DROUGHT RESPONSE STAGES.
2. ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES.
3. ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISION FOR ENFORCEMENT OF THESE RESTRICTIONS.
4. ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; AND
5. PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco recognizes that the amount of water available to the City and its customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City of Weslaco recognizes that natural limitations due to drought conditions and other Acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules for the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a water conservation and drought contingency plan; and

WHEREAS, It is in the best interest of the citizens and customers of the City of Weslaco to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies; and

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

SECTION 1.

That the City of Weslaco Water Conservation and Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City of Weslaco.

SECTION 2.

That all resolutions that conflict with the provisions of this resolution are, and the same are hereby, repealed and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3.

Should any paragraph, sentence, subdivision, clause, phrase, or section of this resolution held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4.

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

PASSED AND ADOPTED BY THE CITY COMMISSION on this 1st day of August, 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: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6769	
From:			
Subject: Approval to accept the negotiated agreement regarding AEP 2024 Energy Efficiency Cost Recovery Factor application filed June 1, 2023 and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background: On June 1, 2023, AEP filed an application to set its Energy Efficiency Cost Recovery Factor (EECRF) for the upcoming year 2024. Cities Served by AEP Texas intervened in the case, conducted discovery, and identified aspects of the Company's requested increase that were unreasonable based on AEP's previous use of its EECRF budget. In its original filing, AEP sought a 2024 EECRF of \$24,835,529. After settlement negotiations, AEP agreed to reduce its request by \$150,000 and believe this represents a reasonable resolution and accounts for an appropriate reduction based on AEP's use of its previous EECRF budgets. This agreement will save expensive litigation fees.			
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 Martin Garza		Created	
City Manager Comments: Approve as recommended by consultant for the cities;Lloyd Gosselink Rochelle & Townsend, P.C.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6770	
From:			
Subject: Approval of an agreement with South Texas College allowing Work Study employment at the Mayor Sanchez Public Library and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The Library was recently approached by STC and asked if the library would allow work study students to be employed in the service of the library. At this time, there is no matching cost from the city and the request provided in the agreement is similar to that requested by other successful work study programs. This is an excellent opportunity to add employees at no cost through a program which has had a lot of success in the past.			
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): None at this time.			
MariCarmen Garcia ARNOLDO BECHO Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: South Texas College Partnership, South Texas College WorkStudy Agreement, South Texas College Work Study Weekly Schedule			
Responsibilities upon Approval: South Texas College will work with the library to monitor and train workstudy students in a manner constructive to all parties.			

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

July 20, 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: Rosalinda Cavazos, Finance Director; Maricarmen Garcia, Assistant Library Director
Fr: Arnoldo Becho, Library Director
Re: Request for permission to sign and execute the agreement with South Texas College Work-study Program.

Through the Texas College Work Study Program community agencies are allowed to hire college students to assist within their institutions. The agreement proposes to allow the library to obtain student assistance at no cost, while providing financial aid opportunities to local and area students. The STC Off-Campus Work Study Partnership agreement allows for employment of students at no cost to the city. It is recommended to approve since there are significant benefits to no cost employment. The city will benefit toward continuing this annual partnership. A renewed partnership will help provide local college students with employment at the same time assist the library in a variety of endeavors.

Library staff has strongly supported this program in the past. 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



Off-Campus Work Study Partnership Agreement

The Student Financial Services Office at South Texas College, hereinafter known as the "Institution" and _____, hereinafter known as the "Organization", a federal, state, or local public agency, formally agree to form a partnership for the purpose of providing work to students eligible for the Work-Study Program, in an effort to provide students an opportunity to gain experience in jobs that are more closely aligned with their majors or careers. The student is to perform _____ duties as assigned by _____.

This partnership agreement shall automatically renew unless the institution and/or the organization need modifications made or elect not to continue with the agreement.

South Texas College is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization, in this case _____. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Work-Study Program, and to determine that the students do in fact, perform their work.

The Student Financial Services Office agrees to conduct the initial screening of applicants. However, it is at the discretion of the organization as to which student(s) will be hired. _____. _____ agrees to familiarize each work study student with the facilities and any site-specific policies and also agrees to provide supervision of the work study student while conducting _____ duties.

Compensation of work study students for work performed under this agreement will be disbursed 100 percent—and all payments due as an employer's contribution under state or local workers' compensation laws, under federal or state Social Security laws, or under other applicable laws, will be made—by the institution.

Site supervisors will be responsible for initialing the South Texas College Timecard thereby acknowledging the time worked. Signature names of only those listed under "**Other Authorized Supervisors**" will be accepted.

Other Authorized Supervisors			
Supervisor Name	Position	E-mail Address	Phone Number

South Texas College (STC) Timecards are to be submitted on a timely manner **via e-mail** to the Student Financial Services Office by the site supervisor(s) in order to ensure that all off-campus timecards are approved and payroll processes run on time. The e-mail will serve as the official certification of all times entered by work study student(s). All required signatures must be provided. Whiteout cannot be used on STC timecards. The Student Financial Services Office will not accept faxed documents, documents dropped off by students, or documents e-mailed by someone other than the listed supervisor(s) above.

The institution will approve the timecard only for site supervisors who have e-mailed it. Off-campus work study student may be terminated if work study student(s)' timecard is not received on time. Specific timecard policies and procedures will be given to each work study student at the time of hire.

Work study student(s) will be responsible for their transportation to and from their site. Work study students must report to work at the location/organization specified in this agreement and not at other locations/organizations. Work study students may work a maximum of 19 hours per week; the rate of pay will be \$13.00 per hour. Their work schedule will be determined by class schedule, need of the organization and the total Work Study Allotment. Work study students will be expected to work all scheduled hours and are not allowed to make up any time.

Students will be made available to the organization by South Texas College to perform specific work assignments. Students may be removed from the organization by the institution, either on its own initiative or at the request of the organization. The organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education that implement those acts.

Note: As per South Texas College Policy #4115, work study students are employed on a non-contractual, at-will basis: "All employees whose positions fall within the Full Time Temporary category, including Professional/Technical Support, Classified, Direct Wage, or Workstudy job classifications are employed on a non-contractual, at-will basis with no expectation of continued employment or property rights beyond the assignment term.".

If dismissal of a Work Study student is necessary, _____ should first contact the South Texas College Student Financial Services Office. The termination process will then be conducted in accordance to South Texas College's Work Study policies and procedures. Site supervisors should contact the Student Financial Services Office immediately if any problems arise. It is the agreement of both the Student Financial Services Office and _____ that this partnership will benefit all who are involved: the student, the community, the organization and the college.

The organization acknowledges that work study students:

- Cannot have full-time employee responsibilities,
- Cannot travel while punched-in,
- Cannot work when they are scheduled to be in class,
- Cannot be doing homework while punched-in,
- Cannot work when the college is closed, (see academic calendar attached for dates),
- Must have at least a 30-minutes break after working 5 hours straight,
- May not volunteer their services; work studies must be paid all hours worked,
- Cannot work from home,
- Have a lifting restriction; they cannot lift more than 10 pounds.

In addition, the organization agrees to:

- Provide work study student with an orientation, training as necessary, and on-going support,
- Provide supervision at all times,
- Provide work study student with space to work and any needed materials,
- Evaluate the work study student's performance and provide regular feedback on job performance,
- Maintain a copy of work study student's bi-monthly timecard on file.

Site Work Study Supervisor Signature

Date

South Texas College Student Fin. Svcs Representative

Date



Off-Campus Work Study Student Agreement

Off-Campus Work-Study Student: _____ Phone #: _____

Off Campus Site: _____ Off Campus Site Phone #: _____

Off Campus Site Supervisor's Name: _____ Title: _____

Being involved in the off-campus Work Study program requires dedication, reliability, and sincere interest in the job. The program, the organization's leaders, and the community residents will be counting on you to provide quality assistance. Only agree to participate in this program if you are sincerely interested in working as a community service contributor and willing to make a strong commitment to this project.

In accepting this position under the College Work Study Program,

I _____ agree to adhere to the standards of excellence expected of me:

- Establish a set work schedule with site supervisor and fulfill this schedule and attend every day I am scheduled to work,
- Notify site supervisor at least 24 hours in advance if unable to work as scheduled,
- Arrive on time and sign-in/sign-out the timecard at the job site,
- Track hours and have site supervisor verify hours worked,
- Submit STC Timecard with site supervisor's initials to site supervisor for submittal of hours to South Texas College Student Financial Services office,
- Exhibit professional behavior, and appearance at all times,
- Be prepared to deliver quality assistance,
- Wear South Texas College's name tag at all times while at work,
- Follow all policies and guidelines,
- Understand that in order to continue working under the Work Study Program, I must continue meeting financial aid eligibility requirements:
 - Have financial aid file complete, Be registered and attending classes, Be meeting the Financial Aid Satisfactory Academic Progress Policy and Have unmet need.
- Understand that under the Work Study Program, I may or may not earn all of the funds that I am eligible for (awarded), and if I exhaust my eligibility, my employment will end,
- Communicate openly and honestly with site supervisors and South Texas College Student Financial Services officers.

Note: As per South Texas College Policy #4115, work study students are employed on a non-contractual, at-will basis: "All employees whose positions fall within the Full Time Temporary category, including Professional/Technical Support, Classified, Direct Wage, or Workstudy job classifications are employed on a non-contractual, at-will basis with no expectation of continued employment or property rights beyond the assignment term."

If I am unable to continue performing the community service job for any reason, I agree to notify the appropriate site supervisor and the Office of Student Financial Services at South Texas College. Job termination will be conducted in accordance with South Texas College Policies and Procedures.

My signature on this form attests to my acceptance of these standards and requirements. I realize that failure to demonstrate professional standards and to meet project expectations may result in my termination as a College Work Study student.

Student's Signature

Date



SOUTH TEXAS COLLEGE

Student Financial Services
3201 W. Pecan Blvd. McAllen, TX 78502
Phone: (956) 872-8375 Fax: (956) 872-6461

Off Campus Work Study Weekly Work Schedule

Work Study Student Name _____
Print Name

Off Campus Organization Site Name: _____

Location: _____

Print Site Supervisor's Name: _____ Title: _____

Fall 2023 Work Schedule:

Day	Time In	Time Out	Time In	Time Out	Number of Hours
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
					Total Hrs.:

Site Supervisor Signature

Date



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6775	
From:			
Subject: Approval to renew the Memorandum of Understanding between Texas A&M Task Force 1 (TX-TF1) and the City of Weslaco Fire Department and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: approval is recommended by staff			
Attachments, if any: MOU Texas A&M Task Force 1			
Responsibilities upon Approval:			



**Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service,
The Sponsoring Agency of Texas A&M Task Force 1,
And
The Participating Agency/Employer**



This Memorandum of Understanding (MOU) is entered into between Texas A&M Task Force 1 (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) Weslaco Fire Department, located in Weslaco, Texas.

TEEX is the Sponsoring Agency, as that term is defined in 42 USC 5165f(a)(6), for TX-TF1, a Task Force as defined in 42 USC 5165f(a)(9), as a cooperating party under a Memorandum of Agreement dated December 8, 2008, between the Federal Emergency Management Agency (FEMA) and the State of Texas. Employer desires to provide personnel to serve in TX-TF1 as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

The purpose of this MOU is to delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this MOU apply to:

- A. US&R activities performed at the request of the State and the Federal government and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a State or federal declaration of disaster; and
- B. Training activities mandated by the Department of Homeland Security (DHS)/FEMA and TEEX to maintain TX-TF1 operational readiness.

III. PERIOD OF PERFORMANCE

This MOU begins November 1, 2023, and terminates October 31, 2028, or as described in section IX of this MOU.

IV. DEFINITIONS

For purposes of this MOU, the following definitions apply:

- A. Activation: The process of TEEX mobilizing Members to deploy to a designated disaster site.
- B. Alert: The process of TEEX informing Members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
- C. Backfill: The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.

- D. Deactivation: The process of TEEX demobilizing Members upon notification from the State or DHS/FEMA to stand down.
- E. Member: A rostered TX-TF1 member.
- F. Personnel Rehabilitation Period: The period sometimes allowed by DHS/FEMA or the State for Members' rehabilitation to normal conditions of living following activation.
- G. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by a Member in performance of his/her duties as a deployed Member.
- H. Rotational Model: Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.
- I. State: The State of Texas.
- J. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- K. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the US&R capabilities of the Member and TX-TF1. Task Force Sanctioned Training must be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

V. RESPONSIBILITIES

- A. TEEX shall:
 - 1. Recruit and organize TX-TF1 according to guidelines prescribed in the National US&R Response System Operations Manual.
 - 2. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 - 3. Provide administrative, financial and personnel management to TX-TF1 and perform all financial requirements as set forth in this MOU.
 - 4. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in *Section VIII. A. Reimbursement of the Employer* and the *TX-TF1 Standard Pay Policy, Attachment A*.
 - 5. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 6. Develop, implement, and exercise a notification and call-out system for Members.
 - 7. Provide all personal protective equipment and uniforms required by TX-TF1.
 - 8. Provide tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 - 9. Maintain all tools and equipment in the US&R cache in a ready state.
 - 10. Coordinate between DHS/FEMA, the State, the Employer, other relevant governmental and private entities, and the individual Members.
 - 11. Maintain a primary contact list for all Members.

12. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
 13. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see *Attachment D*.
- B. The Employer shall:
1. Provide approval of its Members' participation in TX-TF1 training, meetings, and emergency response activities when fiscally reasonable to do so. Agency Chief approval is provided by signing the *Participating Agency Individual Member Letter of Endorsement, Attachment C*, at the time the Member's administrative documents are submitted.
 2. Maintain a roster of all its personnel participating as Members.
 3. Provide a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities and other matters.
 4. Pay deployed Members in accordance with *Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Texas Task Force 1 Standard Pay Policy*.
 5. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Member(s).
- C. Participation Requirements for Members. Employer shall notify TEEX TX-TF1 if Employer reasonably believes that a Member does not meet any of the following:
1. Members must be in good standing with the Employer.
 2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
 3. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
 4. Members must follow all *TX-TF1 Standard Operating Guidelines (SOG)* that are available at <https://texas taskforce1.org/sogs>.
 5. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per *TX-TF1 SOG*.
 6. Members must complete and/or provide documentation of the required immunizations specified in the Individual Letter of Endorsement.
 7. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 8. Members must advise the Employer of TX-TF1 activities that may require time off work.
 9. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the *Emergency Management Operation System (EMOS)*
 10. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the

team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.

11. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly (POA).
12. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items
13. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX shall request activation of TX-TF1 from the State.
2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI.B.
3. TEEX shall communicate an Alert and/or activation notices to Members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX shall notify Members of activation of TX-TF1.
2. When TX-TF1 responds to such a mobilization request, the Members must arrive with all equipment and personal gear to the designated POA within 3 hours of activation notice.
3. Upon arrival at the POA, the Members will be provided initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
4. When TX-TF1 is activated, TEEX shall provide transportation for Members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
5. TEEX will provide transportation from the POD to the disaster site and transportation on the return trip.
6. TEEX shall demobilize Members and equipment to the original POA upon completion of the US&R mission.

C. Management

1. TEEX maintains overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. DHS/FEMA-Sponsored Training and Exercises

Periodically Members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training will be performed at the direction, control and

funding of DHS/FEMA in order to develop the technical skills of the Members.

- B. Task Force Sponsored Training
Periodically Members will be requested or required to attend Task Force Sponsored Training. Task Force Sponsored Training will be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of Members.
- C. Task Force Sanctioned Training
Periodically Members will be required and/or invited to attend Task Force Sanctioned Training. Task Force Sanctioned Training may be performed at the direction, control and funding of TEEX, the Employer, or the State in order to develop and maintain the US&R capabilities of TX-TF1.
- D. Non-Sponsored and/or Non-Sanctioned Training and Exercises
Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the US&R capabilities of TX-TF1.
- E. Minimum Training Requirements
Each Member must maintain the skills and abilities identified in the position description requirements and SOG Ref. 1-07 Member Participation. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of the Employer
 - 1. TEEX shall reimburse the Employer for each of its employees activated as a Member for payroll and associated costs during the Members' participation in State and/or federal disaster deployments. This reimbursement will be in accordance with the *TX-TF1 Pay Policy* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
 - 2. TEEX shall reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.
 - 3. TEEX shall reimburse the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.
- B. Other Reimbursements
 - 1. TEEX shall reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-TF1 during a State or federal activation. Itemized

receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEX Business Office within 15 days of Deactivation.

2. TEEX shall reimburse Members for reasonable travel costs associated with approved training in accordance with *SOG Ref. 1-14 Task Force Travel*. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEX Business Office within 15 days from the end of the trip.
3. TEEX shall reimburse on a replacement basis for emergency procurement of TX-TF1 materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-TF1 leadership must be obtained and itemized receipts for such items must be submitted to TEEX. Such materials, equipment and supplies are the property of TEEX and must be returned to TEEX upon deactivation or return from training.
4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
5. All financial commitments herein are made subject to availability of funds from the State and/or DHS/FEMA. For interlocal cooperation contracts, these commitments would be in accordance with Texas Government Code, Chapter 791, Interlocal Cooperation Contracts, part 011, Contracting Authority, Terms, (d)(3) which states, "An interlocal contract must specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party."
6. TEEX shall perform all duties of an employer in relation to a Member who is injured and eligible to receive benefits under *Chapter 501 of the Texas Labor Code*.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of both parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEX complies with the provisions of *Executive Order 11246 of Sept. 24, 1965, as amended* and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND DHS/FEMA SANCTIONED OR SPONSORED TRAINING

- A. TEEX intends that participation under this MOU by a Member in exercises, pre-incident staging, major disaster or emergency response activities, or training events sponsored or sanctioned by DHS/FEMA constitute appointment into federal service to the extent authorized by *Sec. 327 of the Stafford Act (42 USC 5165f)*.

- B. Specifically, TEEX intends that a Member participating in an activity described above:
1. Be eligible for the benefits described in *Sec. 327(h) of the Stafford Act (42 USC 5165f(h))* should the Member suffer personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such federal service;
 2. Be considered to be an employee of the federal government for purposes of tort claim procedure as described in *Sec. 327(i) of the Stafford Act (42 USC 5165f(i))*;
 3. Be considered in "service in the uniformed services" for purposes of employment and reemployment rights of individuals who have performed service in the uniformed services as described in *Sec. 327(j) of the Stafford Act (42 USC 5165f(j))*;
 4. If he or she holds valid licenses, certificates, or permits required by TX-TF1, be deemed to be performing a federal activity when rendering aid involving such skill or assistance as described in *Sec. 327(k) of the Stafford Act (42 USC 5165f(k))*; and
 5. Be eligible for all other benefits and protections provided under the Stafford Act or elsewhere in federal law.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will be included in the coverage provided under Chapter 501 of the *Texas Labor Code* in the same manner as an employee, as defined by *Section 501.001*. Services with TX-TF1 by an activated Member who is a state employee are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-TF1 training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded Members that are activated or attending DHS/FEMA or Task Force Sponsored Training or Task Force Sanctioned Training.

XIII. GENERAL PROVISIONS

- A. The substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates.
- B. This MOU does not create a partnership or joint venture between TEEX and the Employer. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.
- D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address

below or such other address as the intended recipient may specify in writing:

a. TEEX: TEEX TX-TF1, 200 Technology Way, College Station, TX 77845-3424

b. Employer: _____

- E. This MOU is assignable only with the written consent of both parties.
- F. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- H. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.
- J. This MOU along with the following attachments constitutes the entire understanding between the parties as to the matters contained in this MOU, and supersedes all other written and oral agreements between the parties as to those matters:
 - Attachment A, TX-TF1 Standard Pay Policy
 - Attachment B, TX-TF1 Pay Schedule by Position (when applicable)
 - Attachment C, Individual Member Letter of Endorsement
 - Attachment D, Employer's TX-TF1 Member Roster

The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.

Attachment A
Texas Task Force 1
Standard Pay Policy

I. Scope

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse the Employer for the participation of each of their activated TX-TF1 members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-TF1 may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM or DHS/FEMA in accordance with 2 CRF 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.
- B. TX-TF1 members employed by an Employer without a standard pay rate, will be paid at a rate identified with their TX-TF1 position on the *TX-TF1 Pay Schedule by Position, Attachment B*. The member's 40-hour workweek will begin upon activation. The member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1 ½ time the member's base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.
- D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40-hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

_____ Authorized Signature	_____ Printed Name	_____ Date
<u>200 Technology Way</u> Address	<u>College Station</u> City	<u>TX, 77845-3424</u> State, Zip
<u>(979) 458-0857</u> Phone Number	<u>37167167164025</u> Texas Vendor ID Number	

EMPLOYER: Weslaco Fire Department
Employer Name

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email	



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6803	
From:			
Subject: Approval of Amendment No. 1 to Contract Number 25-111158-01 between Texas A&M Engineering Extension Service and Weslaco Fire Department & EMS and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANTONIO LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Contract Amendment 1 TEEX and WFD-EMS			
Responsibilities upon Approval:			

**AMENDMENT No. 01
TO CONTRACT BETWEEN THE
TEXAS A&M ENGINEERING EXTENSION SERVICE
AND
CITY OF WESLACO FIRE DEPARTMENT & EMS**

This Amendment No. 01 (this "Amendment") is between the Texas A&M Engineering Extension Service ("TEEX"), and City of Weslaco Fire Department and EMS .

The parties originally executed a Clinical Affiliation Agreement, dated 01/21/2020(the "Agreement"), Original Contract #25-111158 and now desire to amend the Agreement. The parties agree as follows:

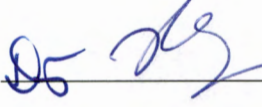
1. This Amendment is effective as of 8/31/2023 .
2. Except as provided in this Amendment, each term used in this Amendment has the meaning ascribed to it in the Agreement.
3. Use of Forms. If either or both of the parties employs any purchase order, invoice, acknowledgment of order, or other form in carrying out the transactions contemplated under this Agreement, none of the terms contained on such form will be applicable except to the extent that they specify information required to be furnished under this Agreement. Each party hereby objects to any other terms contained on any such form; such other terms will not be a basis for any contract and neither party should take any action or fail to take any action in reliance on such other terms.
4. Should any of the terms of this Amendment conflict with the terms of the Agreement, the terms of this Amendment will control. Except as modified by this Amendment, the Agreement remains in full force and effect.
5. The Termination Date for this Agreement is hereby extended from 8/31/2023 to 8/31/2025.

The parties have executed this Amendment on the date(s) indicated below.

City of Weslaco Fire Department and EMS

By: _____
Name: David Suarez
Title: Mayor
Date: _____

Texas A&M Engineering Extension Service:

By: 
Name: Tracy Foster
Title: Associate Agency Director/Chief Financial Officer
Date: 7/26/2023



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6776	
From: JOEL RIVERA			
Subject: Approval on renewal of the Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding housing prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)			
Background: WHEREAS the City of Weslaco, Texas (hereinafter referred to as Weslaco) and the City of Mercedes, Texas (hereinafter referred to as Mercedes) seek to continue an Interlocal Agreement to provide for the housing of Mercedes male and female prisoners in Weslaco's municipal jail.			
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: Agenda Item No 2022-5025 was APPROVED on February 15, 2022.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ROBERT LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Weslaco Police Department staff recommends renewal of the ILA between City of Weslaco and City of Mercedes			
Attachments, if any: 2023 - 2024 Interlocal Agreement between the City of Weslaco Police Department and the City of Mercedes re temporary housing and detention of Mercedes			
Responsibilities upon Approval: Once the City Mayor, City Secretary, and City Attorney sign and date the Interlocal Coop agreement, please provide the original document to Chief Joel Rivera.			

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS**

This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as "Weslaco" and the City of Mercedes, Texas; hereinafter referred to as "Mercedes", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Weslaco is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Weslaco has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Weslaco and City of Mercedes are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, The City of Weslaco and City of Mercedes, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Purpose.

- 1.1 The purpose of this agreement is for the temporary housing and detention of Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes subject to availability of space based on their facility's capacity, and as provided herein.

2. *Term and Termination.*

- 2.1 The term of this agreement is for a period of One (1) year commencing on August 1, 2023, and ending at midnight on August 1, 2024, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.
- 2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

3. *Processing and Housing.*

- 3.1 Weslaco agrees to process and temporarily confine persons arrested ("prisoners") by a Mercedes peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day on a twenty-four-hour cycle.** The day the prisoner is "booked in" will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. This cost will include detention, transportation and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Mercedes agrees to transport prisoners to the Weslaco Police Department Jail and to assist Weslaco Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a forty-eight (48) hour period per prisoner. Within the 48-hour confinement period, Mercedes shall make all necessary arrangements to transport said prisoners out of the Weslaco Police Department Jail Facility.
- 3.4 Weslaco agrees to provide the same level of care and security for Mercedes prisoners as they do for their own prisoners.
- 3.5 Weslaco agrees to notify Mercedes as soon as possible of any issues involving Mercedes prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Weslaco jail facility.
- 3.6 City of Mercedes agrees that the Mercedes personnel involved in delivering and retrieving prisoners from the Weslaco facility shall at all times adhere to Weslaco rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Mercedes agrees to reimburse Weslaco for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.
- 3.8 If requested by Weslaco, Mercedes will relocate any Mercedes prisoners that the Weslaco Police Department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Mercedes further agrees to relocate any Mercedes prisoners that the Weslaco Police Department is unable to accommodate for health, safety or crowded conditions.

- 3.9 Weslaco reserves the right to refuse to accept for processing or temporary confinement of any prisoner, pursuant to this Agreement, when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Weslaco.

4. *Use of Intoxilyzer.*

- 4.1 Upon request of Mercedes peace officer, Weslaco agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Mercedes peace officer is not certified or trained to use the intoxilyzer, Weslaco agrees to provide a certified peace officer to administer the breath test. A Mercedes peace officer shall remain present at all times during the use of the intoxilyzer instrument.

5. *Medical Treatment.*

- 5.1 Weslaco reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. A written medical clearance form must accompany the Mercedes prisoner to the Weslaco Police Jail facility in order to be confined, or to resume confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Mercedes.
- 5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization, Mercedes agrees that it will make the same available to any such prisoner. Weslaco agrees to notify Mercedes of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Mercedes agrees to relieve Weslaco within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Mercedes.

6. *Insurance and Indemnification.*

- 6.1 Mercedes agrees to notify the City's Insurance Provider, TML, of this agreement and Mercedes will provide Weslaco proof that TML has been notified. Mercedes further agrees to indemnify and hold harmless the City of Weslaco for any legal action arising from any complaints, lawsuits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Weslaco acted illegally or contrary to approved Weslaco policies, rules, regulations or commonly accepted practices.

7. *Other Terms.*

- 7.1 Conflict with applicable Law. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this agreement and any present or future law, ordinance or administrative,

executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

- 7.2 No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 7.3 Entire Agreement: This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mercedes and City of Weslaco and not otherwise.
- 7.4 Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- 7.5 Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the City of Weslaco:
255 S. Kansas Ave.
Weslaco, Texas 78596

Attn: Martin Garza, City Manager

If to City of Mercedes:
400 S. Ohio Ave.
Mercedes, Texas 78570

City of Mercedes Attn: City Manager

Any other demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- 7.6 Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

- 7.7 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 7.8 Assignment. This Agreement shall not be assignable.
- 7.9 Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 7.10 Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 7.11 Authority to Execute. The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
- 7.12 Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 7.13 Severability. Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of _____
_____.

City of Weslaco, Texas

David Suarez, Mayor

Date

ATTEST:

Norma A. Cantu, City Secretary

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Date

City of Mercedes, Texas

Oscar D. Montoya, Sr., Mayor

Date

ATTEST:

Joycelyn Castillo, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6784	
From: ROBERT LOPEZ			
Subject: Approval to apply to the BJA FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award for the amount of \$13,371 to be used for purchasing law enforcement equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.			
Funding Source (budget code, if applicable): 16.738			
Amount: \$13,371		Term of Impact: 12	Identified in Current Budget: No
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):			
ROBERT LOPEZ		Created/Initiated	
ROBERT LOPEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend approval.			
Attachments, if any: fy23-jag-local-allocations-TX			
Responsibilities upon Approval:			

2023 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	ANGELINA COUNTY	County	*	
TX	LUFKIN CITY	Municipal	\$19,423	\$19,423
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	\$70,872	
TX	TEMPLE CITY	Municipal	\$21,185	\$92,057
TX	BEXAR COUNTY	County	\$63,306	
TX	SAN ANTONIO CITY	Municipal	\$930,905	\$994,211
TX	BOWIE COUNTY	County	*	
TX	TEXARKANA CITY	Municipal	\$16,370	\$16,370
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	\$32,189	
TX	COLLEGE STATION CITY	Municipal	\$20,387	\$52,576
TX	CAMERON COUNTY	County	\$17,801	
TX	BROWNSVILLE CITY	Municipal	\$61,820	\$79,621
TX	COLLIN COUNTY	County	*	
TX	FRISCO CITY	Municipal	\$15,985	
TX	MCKINNEY CITY	Municipal	\$23,413	
TX	PLANO CITY	Municipal	\$36,894	\$76,292
TX	COMAL COUNTY	County	\$10,014	
TX	NEW BRAUNFELS CITY	Municipal	\$18,928	\$28,942
TX	CORYELL COUNTY	County	*	
TX	COPPERAS COVE CITY	Municipal	\$11,390	\$11,390
TX	DALLAS COUNTY	County	*	
TX	BALCH SPRINGS CITY	Municipal	\$13,619	
TX	CARROLLTON CITY	Municipal	\$16,012	
TX	DALLAS CITY	Municipal	\$968,981	
TX	DESOTO CITY	Municipal	\$14,939	
TX	DUNCANVILLE CITY	Municipal	\$13,371	
TX	GARLAND CITY	Municipal	\$56,868	

2023 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	GRAND PRAIRIE CITY	Municipal	\$37,610	
TX	IRVING CITY	Municipal	\$60,031	
TX	LANCASTER CITY	Municipal	\$16,012	
TX	MESQUITE CITY	Municipal	\$56,152	
TX	RICHARDSON CITY	Municipal	\$14,334	\$1,267,929
TX	DENTON COUNTY	County	*	
TX	DENTON CITY	Municipal	\$34,143	
TX	LEWISVILLE CITY	Municipal	\$24,596	
	THE COLONY CITY	Municipal	\$12,876	\$71,615
TX	ECTOR COUNTY	County	\$10,290	
TX	ODESSA CITY	Municipal	\$81,271	\$91,561
TX	EL PASO COUNTY	County	\$23,880	
TX	EL PASO CITY	Municipal	\$179,078	\$202,958
TX	GALVESTON COUNTY	County	\$11,473	
TX	GALVESTON CITY	Municipal	\$24,348	\$35,821
TX	GRAYSON COUNTY	County	*	
TX	SHERMAN CITY	Municipal	\$15,709	\$15,709
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	\$25,531	\$25,531
TX	HARRIS COUNTY	County	\$705,992	
TX	HOUSTON CITY	Municipal	\$2,302,831	\$3,008,823
TX	HAYS COUNTY	County	\$12,160	
TX	SAN MARCOS CITY	Municipal	\$24,926	\$37,086
TX	HOCKLEY COUNTY	County	*	
TX	LEVELLAND CITY	Municipal	\$10,647	\$10,647
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	\$13,646	\$13,646

2023 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	\$107,601	
TX	PORT ARTHUR CITY	Municipal	\$33,097	\$140,698
TX	KLEBERG COUNTY	County	*	
TX	KINGSVILLE CITY	Municipal	\$10,537	\$10,537
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	\$19,974	\$19,974
TX	LUBBOCK COUNTY	County	*	
TX	LUBBOCK CITY	Municipal	\$228,709	\$228,709
TX	MCLENNAN COUNTY	County	*	
TX	WACO CITY	Municipal	\$74,916	\$74,916
TX	MIDLAND COUNTY	County	\$10,235	
TX	MIDLAND CITY	Municipal	\$42,451	\$52,686
TX	NAVARRO COUNTY	County	*	
TX	CORSICANA CITY	Municipal	\$12,546	\$12,546
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	\$227,389	\$227,389
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	\$128,675	\$128,675
TX	SCURRY COUNTY	County	*	
TX	SNYDER CITY	Municipal	\$10,703	\$10,703
TX	TARRANT COUNTY	County	\$10,977	
TX	ARLINGTON CITY	Municipal	\$182,131	
	FORT WORTH CITY	Municipal	\$404,981	\$598,089
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	\$44,267	\$44,267

2023 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	\$30,979	\$30,979
TX	TRAVIS COUNTY	County	\$64,956	
TX	AUSTIN CITY	Municipal	\$382,283	\$447,239
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	\$28,502	\$28,502
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	\$16,204	\$16,204
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	\$69,386	\$69,386
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	\$37,692	\$37,692
TX	BASTROP COUNTY	County	\$15,737	
TX	BAYTOWN CITY	Municipal	\$26,082	
TX	BEDFORD CITY	Municipal	\$11,335	
TX	BRAZORIA COUNTY	County	\$17,773	
TX	CONROE CITY	Municipal	\$16,728	
TX	CONVERSE CITY	Municipal	\$11,555	
TX	DONNA CITY	Municipal	\$15,242	
TX	EDINBURG CITY	Municipal	\$26,632	
TX	FORT BEND COUNTY	County	\$77,694	
TX	HALTOM CITY CITY	Municipal	\$11,885	
TX	HARLINGEN CITY	Municipal	\$22,450	
TX	HENDERSON COUNTY	County	\$11,665	
TX	HIDALGO COUNTY	County	\$42,672	
TX	HUMBLE CITY	Municipal	\$14,361	
TX	HUNT COUNTY	County	\$30,236	
TX	JOHNSON COUNTY	County	\$16,315	
TX	KAUFMAN COUNTY	County	\$10,537	
TX	LIBERTY COUNTY	County	\$14,609	
TX	MCALLEN CITY	Municipal	\$14,361	
TX	MONTGOMERY COUNTY	County	\$71,780	

2023 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	NORTH RICHLAND HILLS CITY	Municipal	\$12,106	
TX	PARKER COUNTY	County	\$10,179	
TX	PASADENA CITY	Municipal	\$75,108	
TX	PEARLAND CITY	Municipal	\$10,207	
TX	PHARR CITY	Municipal	\$23,303	
TX	ROSENBERG CITY	Municipal	\$11,968	
TX	ROUND ROCK CITY	Municipal	\$15,104	
TX	SAN BENITO CITY	Municipal	\$13,784	
TX	SAN JUAN CITY	Municipal	\$13,233	
TX	SMITH COUNTY	County	\$27,842	
TX	TEXAS CITY CITY	Municipal	\$16,370	
TX	TYLER CITY	Municipal	\$37,416	
TX	WESLACO CITY	Municipal	\$13,371	
TX	WILLIAMSON COUNTY	County	\$14,058	
	Local total		\$9,105,097	



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6774	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Resolution 2023-47 regarding the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Heron's Landing Subdivision and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed 71 lot subdivision will be a mixed-use development of commercial and four-plex apartments. The final plat for Heron's Landing was approved on November 16, 2023 and is preparing to submit construction plans for the infrastructure. The developer will be responsible for paying the City for the associated cost of the buyout from NAWSC.			
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: City Commission approved the buyout agreement at the regular meeting of July 18, 2023 contingent on the approval of the resolution at the next meeting			
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):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: R2023-47 Heron's Landing- Buyout agreement			
Responsibilities upon Approval: Execute and retain.			

RESOLUTION NO. 2023-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, APPROVING A WATER CCN AREA, FACILITIES AND CUSTOMERS TRANSFER AGREEMENT BY AND BETWEEN THE CITY OF WESLACO, TEXAS AND NORTH ALAMO WATER SUPPLY CORPORATION, FOR THE TRANSFER OF WATER SERVICE AREA, FACILITIES AND CUSTOMERS FOR AREA WITHIN THE CITY LIMITS OF WESLACO; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO COMPLY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The proposed Water CCN Area, Facilities and Customers Transfer Agreement by and between the City of Weslaco, Texas and North Alamo Water Supply Corporation is hereby approved.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit “C” and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED on this 1st day of August 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: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6462	
From:			
Subject: Discussion and consideration on the Notice Order of Election calling the General Election on November 7, 2023 for City of Weslaco Mayor, Single Member Commissioner District 1 and Single Member Commissioner District 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)			
Background: The Order to call the election must be issued by the City Commission no later than August 21, 2023 for the General Election of November 7, 2023 as per the Election Code. The candidate filing period is July 22-August 21, 2023 and the drawing for the place on the ballot and the electioneering spots at the polling location is scheduled for Monday, August 28, 2023 at 12:00 p.m. A contract for election administration services by the Hidalgo County Elections Department will be forthcoming on a future agenda.			
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.			
Attachments, if any: 2023 Order of Election - November 7 2023 revised nc			
Responsibilities upon Approval:			

ORDER OF GENERAL ELECTION

**An election is hereby ordered to be held November 7, 2023, for the purpose of voting on:
Mayor and Commissioner District 1 and Commissioner District 2**

Early voting by personal appearance will be conducted each weekday at Business, Visitor and Event Center Conference Room A, 275 South Kansas Ave, Weslaco, Texas.

Early Voting begins **October 23, 2023, through November 3, 2023**, pursuant to the following schedule:

Hours to be determined by Hidalgo County Elections Administrator.

Monday, October 23
Tuesday, October 24
Wednesday, October 25
Thursday, October 26
Friday, October 27
Saturday, October 28
Sunday, October 29
Monday, October 30
Tuesday, October 31
Wednesday, November 1
Thursday, November 2
Friday, November 3

All qualified voters of the City shall be permitted to vote in said election during early voting and Election Day at any countywide polling locations.

Applications for ballots by mail shall be mailed to:

Hilda A. Salinas
Elections Administrator/ Early Voting Clerk
P.O. Box 659
Edinburg, TX 78540-0659
956-318-2570
Email: elections@co.hidalgo.tx.us
Website: www.hidalgocounty.us/elections

Applications for ballots by mail must be received no later than the close of business on Friday, October 27, 2023.

Issued this the 1st day of August 2023.

David Suarez, Mayor

Orden de elección General

**se ordena cerebral una elección el 7 de Noviembre, 2023 con el propósito de votar sobre:
elegir un Alcalde, y Comisionado Distrito 1, y Comisionado Distrito 2 de la ciudad de Weslaco**

La votación adelantada en persona se llevará a cabo de lunes a viernes en el Centro de Negocios Visitantes Y Eventos Sala de Conferencias A, 275 South Kansas Avenue, Weslaco, Texas.

La votación anticipada comienza el 23 de octubre de 2023 hasta el 3 de Noviembre de 2023, de conformidad con el siguiente:

Las horas serán determinadas por el Departamento de Elecciones del Condado de Hidalgo.

*Lunes, Octubre 23
Martes, Octubre 24
Miércoles, Octubre 25
Jueves, Octubre 26
Viernes, Octubre 27
Sábado, Octubre 28
Domingo, Octubre 29
Lunes, Octubre 30
Martes, Octubre 31
Miércoles, Noviembre 1
Jueves, Noviembre 2
Viernes, Noviembre 3*

Todos los votantes calificados de la Ciudad podrán votar en dicha elección durante la votación anticipada y el día de las elecciones en cualquier lugar de votación en todo el condado.

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:

Hilda A. Salinas
Secretaria de Votación Adelantada
P.O. Box 659
Edinburg, TX 78540-0659
956-318-2570
Correo Electrónico: elections@co.hidalgo.tx.us
Sitio web: www.hidalgocounty.us/elections

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse no más tarde de las horas de negocio el Viernes 27 de Octubre de 2023.

Emitida este día 1 de Agosto de 2023.

David Suarez, Alcalde



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6771	
From: ANDREW MUNOZ			
Subject: Discussion and consideration on Resolution No. R2023-48 accepting a Texas Department of Transportation General Aviation Non-Primary Entitlement grant and authorize the Mayor to execute any related documents. Possible action (Staffed by Airport Department.)			
Background: The grant is for the Aviation Capital Improvement Program, using Non-Primary Entitlement funds, for the cleaning, sealing and repair asphalt work for the airport runway, taxi-way and taxi-lanes. There is a request from the Weslaco Economic Development Corporation for the local match portion (\$113,282). The meeting is scheduled for Mid-August 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2421WESLA_Project Implementation Docs, WESLACO_Lochner_sketch, Weslaco_CIP Description, R2023-48 Airport project 2421WESLA			
Responsibilities upon Approval:			



City of Weslaco  Texas
Department
of Transportation

CSJ 2421WESLA Airport Project

FEDERAL

AFN: 20.106

City of Weslaco
Mid-Valley
2421WESLA

PROJECT IMPLEMENTATION MEETING

A grant will be offered for \$1,132,820, 10% of estimated project costs \$113,282 expected to be due by September/ October 2023.

Total project costs \$1,132,820.

Note: Sponsor will be billed 10 days in advance. Sponsor should have the above figures budgeted and encumbered by these dates. Sponsor will be apprised of all changes.

*If the sponsor does not move forward with the project, they shall reimburse the state 100% of all costs **under contract and/or expended** at the point of notification that the project will not be completed.

Forms needed prior to submission for Texas Transportation Commission Approval due August 4, 2023:

- **Resolution (Sample enclosed)**

This resolution will be used for your total project.

- **Designation of Sponsor's Authorized Representative (form enclosed)**

This is the person who will receive the agreement and all correspondence regarding this project.

- **Certification of Project Funds (form enclosed)**

This certifies that funds will be available and when they will be available.

TxDOT Aviation Division Public Hearing on August 25, 2023

Opportunity for sponsor and public comments on financial assistance grants.

Transportation Commission Approval requested on September 28, 2023

APPA (Airport Project Participation Agreement) OVERVIEW

Part I - ID of Project

Describes participants and project description.

Part II - Offer of Financial Assistance

Provides 90% federal and 10% local funding.

Part III - Sponsor Responsibilities

SPECIFIC GRANT CONDITIONS (Part III):

(Required by Statute & Administrative Code)

- * Sponsor will comply with the attachments (Certification of Airport Fund, and Airport Assurances required by the FAA.)
- * Sponsor will comply with applicable rules & regs
- * Facility shall be controlled for at least 20 years
- * Facility shall be operated in a safe manner
- * Public access without unjust discrimination shall be provided
- * No exclusive rights will be granted
- * No Through – the- fence operations -It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.
- * All necessary land shall be acquired
- * When requested, statements of airport revenues & expenses shall be submitted. yearly audited financial statements should be submitted.
- * Sponsor shall operate such lighting at least at low intensity from sunset to sunrise
- * All fees collected shall be used for airport development & improvement
- * An airport fund shall be established for revenues collected and all expenditures from the airport fund shall be for airport purposes
- * any revenue from mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations
- * All development shall be consistent with approved ALP
- * Comprehensive zoning regulations shall be adopted
- * Recovery of funds spent fraudulently
- * No steel or manufactured products produced outside U.S. permitted
- * Sponsor must provide for continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the project

NOTE: Special Condition - Must have acceptable pavement maintenance program to be eligible for Capital Improvement Program grants.

NOTE: Please be sure to register all based aircraft at www.basedaircraft.com

Part IV - Nomination of Agent

TxDOT will act as full agent to insure compliance

Active involvement of sponsor encouraged

Duties performed as agent:

- * Administer consultant selection process and negotiate fees with selected firm.
- * Execute all contracts
- * Pay all consultant invoices contractor bills.
- * Supervise and direct all project work.
- * Coordinate FAA review of ALP (airspace review).
- * Administer DBE/HUB Program

EGRANTS:

You will use this system to retrieve your payments.

Your CIP grant will not be in the system – once commission has approved the grant it will be emailed to you, once executed by TxDOT, it will be emailed back to you.

If you do not have a user name and password, please email our help desk and they can get you set up. Passwords expire every 90 days.

avn-egrantshelp@txdot.gov

Here is the web link to Aviation eGrants.

<http://www.txdot.gov/government/funding/egrants-2016/aviation.html>

SCHEDULE SUMMARY for Federal/State funded projects	DATE DUE
Resolution and other forms must be submitted to Aviation Division	August 4, 2023
Public Hearing	August 25 ,2023
Texas Transportation Commission Approval of Project	September 28, 2023
APPA sent to Sponsor for acceptance	September 2023
APPA returned to Aviation Division	October 2023

AVIATION CONTACTS

Call 1-800-68-PILOT (687-4568) Aviation Division Staff

Becky Vick, Grant Manager 512-416-4504; Becky.Vick@txdot.gov

Annette Trevino, Contract Manager; 512-486-5362; Annette.Trevino@txdot.gov

Daniel Benson, Airport Program Manager ; 806-220-1572; Daniel.Benson@txdot.gov

Robert Johnson, Project Manager; 512-416-4549; Robert.n.johnson@txdot.gov

RESOLUTION NO. R2023-

WHEREAS, City of Weslaco intends to make certain improvements to Mid-Valley; and

WHEREAS, the general description of the project is described as: Runway/ Taxiway / Apron Rehabilitation project ; and

WHEREAS, City of Weslaco intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$1,132,820, and the City of Weslaco will be responsible for 10% of the total project costs currently estimated to be \$113,282; and

WHEREAS, City of Weslaco names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED, that City of Weslaco hereby directs Andrew Munoz, Assistant City Manager / Aviation Director to execute on behalf of City of Weslaco, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Mid-Valley.

PASSED and APPROVED this the 1st day of August 2023, by the City Commissions of the City of Weslaco, Texas.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, David Suarez, Mayor,
(Name) (Title)

with City of Weslaco designates Andrew Munoz, Asst. City Manager /Aviation Director
(Name , Title)

as the City of Weslaco authorized representative for the 2421WESLA project, who shall have the authority to make approvals and disapprovals as required on behalf of City of Weslaco.

City of Weslaco, Texas
(Sponsor)

By: _____

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

255 S. Kansas Ave.

Weslaco, TX 78596

Physical/Overnight Address: Same

Telephone Number: (956) 968-3181

E-mail Address: amunoz@weslacotx.gov

UEI: _____

CERTIFICATION OF PROJECT FUNDS

I, Rosalinda Cavazos, Finance Director,
(Name) (Title)

do certify that sufficient funds to meet the City of Weslaco share of project costs as identified for the project and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
<u>Airport Fund</u>	<u>\$113,282</u>	<u>October 1, 2023</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

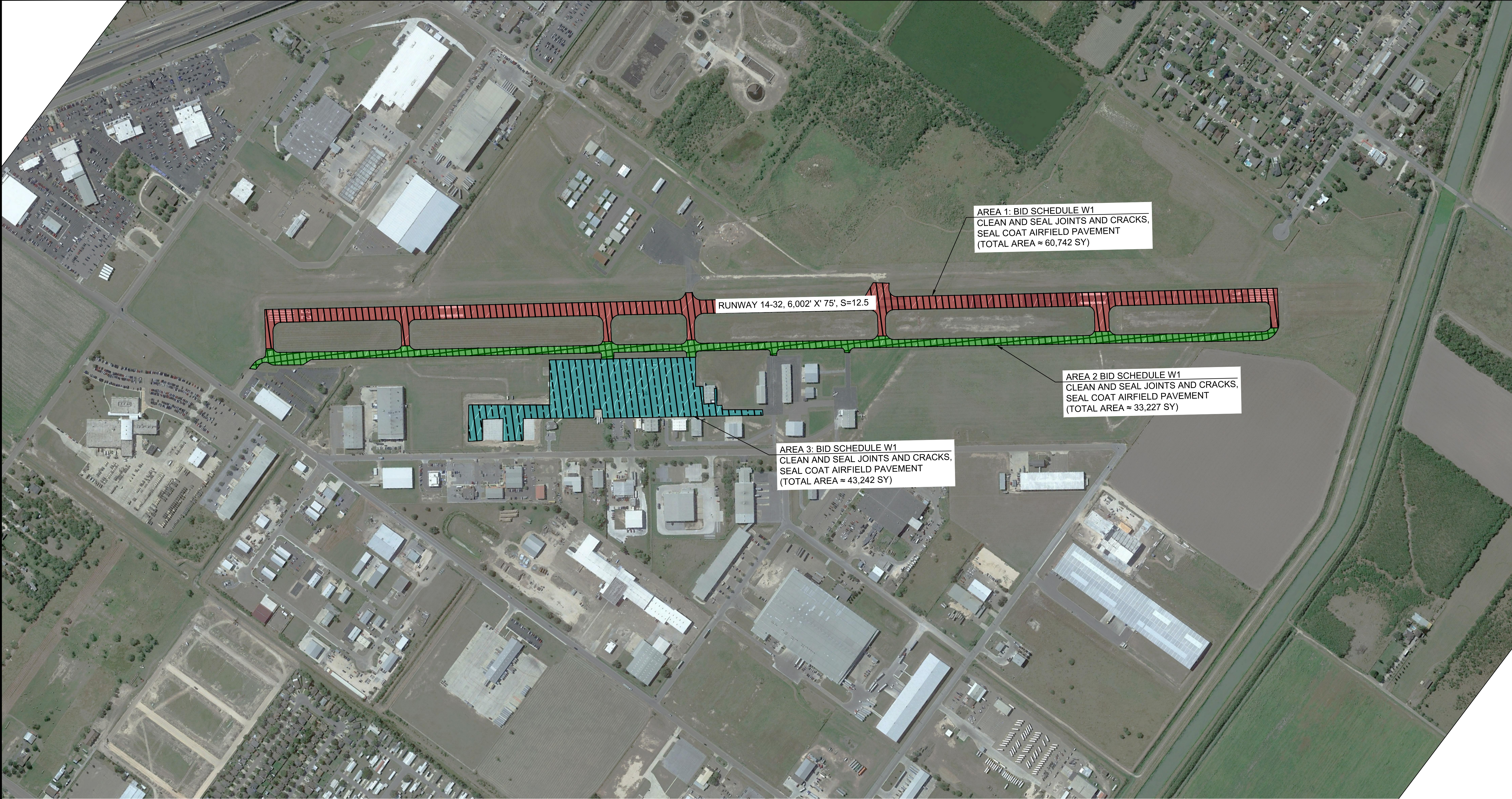
City of Weslaco Texas
(Sponsor)

By: _____

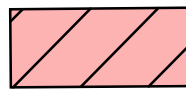
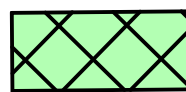
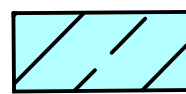
Title: Finance Director

Date: _____

Drawing Name: C:\pw_working\lochner-pw-01\dms91416\WESLACO GENERAL LAYOUT.dwg Feb 09, 2023 - 3:26pm
Last Saved By: aburgos 2023/02/03
Plot Style: ae.ctb

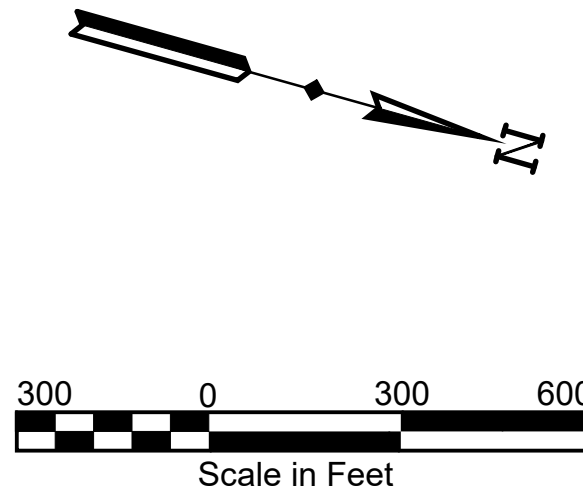


LEGEND

-  AREA 1
(Total Area ≈ 60,742 S.Y.)
-  AREA 2
(Total Area ≈ 33,227 S.Y.)
-  AREA 3
(Total Area ≈ 43,242 S.Y.)

TOTAL SEALCOAT AREA = 137,211 S.Y.

NOTE:
Airfield pavement appears to have been previously treated with P-631.
The use of P-608 as the proposed pavement treatment will need to be
verified by material suppliers.



This document is preliminary in nature and is not a final signed and sealed document.

LOCHNER

12750 Merit Drive | Suite 570 | Dallas, Texas 75251
P 214.373.7873 | www.hwlochner.com
TBPE Firm Registration No. 10488

CITY OF WESLACO, TEXAS

MID VALLEY AIRPORT
WESLACO, TEXAS

PROJECT NO.	#####
DRAWN BY	KRG
CHECKED BY	CAW
DESIGNED BY	KRG
REVISIONS	

WESLACO GENERAL LAYOUT

W2

AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation -- Aviation Division

Locations, Projects, and Costs

July 14, 2023**FEDERAL & STATE FY 2024**

Federal FY 2024 (October 2023 - September 2024)/State FY 2024 (September 2023 - August 2024)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
WESLACO	<u>Project Status:</u>				
<u>MID VALLEY</u>	PENDING				
	Mobilization/Clean/Seal cracks & joints; prep/repair pavements	335,320	0	301,788	33,532
	Seal coat surface treatments (RW/TXWY/APRON) eligible pavements only	434,500	0	391,050	43,450
	RPR/Testing/Construction Administration	96,000	0	86,400	9,600
	Construction contingency	137,000	0	123,300	13,700
	Engineering/Design pavement rehabilitation (Statewide)	40,000	0	36,000	4,000
	Airfield pavement markings	90,000	0	81,000	9,000
Project Totals:		\$ 1,132,820	\$ 0	\$ 1,019,538	\$ 113,282

RESOLUTION NO. R2023-48

WHEREAS, City of Weslaco intends to make certain improvements to Mid-Valley Airport; and;

WHEREAS, the general description of the project is described as: Runway/ Taxiway / Apron Rehabilitation project ; and

WHEREAS, City of Weslaco intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$1,132,820, and the City of Weslaco will be responsible for 10% of the total project costs currently estimated to be \$113,282; and

WHEREAS, City of Weslaco names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

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

The City of Weslaco hereby directs Andrew Munoz, Assistant City Manager / Aviation Director to execute on behalf of City of Weslaco, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Mid-Valley Airport.

PASSED and **APPROVED** this the 1st day of August 2023, by the City Commission of the City of Weslaco, Texas.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, David Suarez, Mayor,
(Name) (Title)

with City of Weslaco designates Andrew Munoz, Asst. City Manager /Aviation Director
(Name , Title)

as the City of Weslaco authorized representative for the 2421WESLA project, who shall have the authority to make approvals and disapprovals as required on behalf of City of Weslaco.

City of Weslaco, Texas
(Sponsor)

By: _____

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

255 S. Kansas Ave.

Weslaco, TX 78596

Physical/Overnight Address: Same

Telephone Number: (956) 968-3181

E-mail Address: amunoz@weslacotx.gov

UEI: _____



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6783	
From: ANDREW MUNOZ			
Subject: Discussion and consideration to approve Resolution No. R2023-49 accepting a Texas Department of Transportation General Aviation grant and authorize the Mayor to execute any related documents. Possible Action (Staffed by Airport Department.)			
Background: The grant is a State of Texas grant passed through TXDOT General Aviation for the total design and construction of hangars and hangar improvements project costs available of \$5,555,556 and the City of Weslaco will be responsible for at least 10% of the total project costs of \$555,556. All costs over the \$5,000,000 stated in HB 1 rider will be 100% local.			
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 ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: R2023-49 for nonagent rider			
Responsibilities upon Approval:			

RESOLUTION NO R2023-49

WHEREAS, the City of Weslaco intends to make certain improvements to the Mid-Valley Airport; and

WHEREAS, the general description of the project is described as: Hangar Design and Construction; and

WHEREAS, the City of Weslaco intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, the total design and construction project costs available is \$5,555,556 and the City of Weslaco will be responsible for at least 10% of the total project costs of \$555,556. All costs over the \$5,000,000 stated in HB 1 rider will be 100% local.

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

The City of Weslaco hereby directs Andrew Munoz, Assistant City Manager/Aviation Director to execute on behalf of the City of Weslaco, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Mid-Valley Airport.

PASSED and **APPROVED** this the 1st day of August 2023, by the City Commission of the City of Weslaco, Texas.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6674	
From:			
Subject: Discussion and consideration to award the Group Health Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (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: Recommendations will be presented and discussed at the meeting.			
Staff Recommendation:			
Attachments, if any: MEMO COMMISSION RFP HEALTH 2022-23-10, RFP# 2022-23-10 Fully Funded Medical Tabulation (Final)			
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: July 28, 2023

TO: Mayor and City Commission

CC: Martin Garza, City Manager

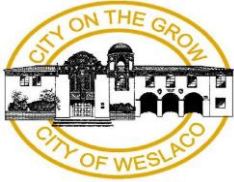
FROM: Luz Galindo, Human Resources Director

SUBJECT: RFP #2022-23-10 Fully Funded Medical Insurance

RFP for health insurance was posted on BidNet with a total of 3 proposals received and reviewed by committee of 5. (Roger Garza & Xavier Leal – Consultant Firm, Martin Garza – City Manager, Luz Galindo – HR Director, and Homer Rhodes – Purchasing Agent)

Proposals received by BC/BS of Texas, Frontier Health Access, LLC, and United Healthcare for HMO and PPO plans.

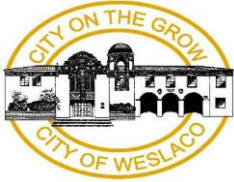
Incumbent UHC reflects a 19% increase for both HMO & PPO plans while BCBS reflects a 2.91% increase on the HMO plan and a -5.74% increase on the PPO plan and is In-Network with Knapp Medical Hospital and offers a transitional credit of \$75,000.



City of Weslaco

Summary of Comparative Cost
RFP# 2022-23-10 Fully Funded Group Health Insurance (HMO)
Review Date: June 9, 2023

		HMO					
General		Current		Proposed		Option 2	
Company		United Healthcare		United Healthcare		Blue Cross/Blue Shield	
Rate Guarantee		1 Year		1 Year		1 Year	
Plan Network		AYZH (Navigate) Rx Plan: 2V		AYZH (Navigate) Rx Plan: 2V		HMO 1500	
		<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>
Employee		\$452.78	\$1,102,972.08	\$538.81	\$1,312,541.16	\$431.86	\$1,052,010.96
Employee & Spouse		\$805.96	\$77,372.16	\$959.10	\$92,073.60	\$832.40	\$79,910.40
Employee & Children		\$674.64	\$453,358.08	\$802.82	\$539,495.04	\$798.70	\$536,726.40
Employee & Family		\$1,095.75	<u>\$131,490.00</u>	\$1,303.95	<u>\$156,474.00</u>	\$1,233.11	<u>\$147,973.20</u>
			\$1,765,192.32		\$2,100,583.80		\$1,816,620.96
Medicare Primary Single		\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	\$450.18	<u>\$0.00</u>
Medicare Primary Family		\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	\$1,089.45	<u>\$0.00</u>
			<u>\$0.00</u>		<u>\$0.00</u>		<u>\$0.00</u>
			\$1,765,192.32		\$2,100,583.80		\$1,816,620.96
				Increase +/-	\$335,391.48	Increase +/-	\$51,428.64
				Increase +/- %	19%	Increase %	2.91%
<u>Medical Benefits</u>		<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
Deductible (Ind/Family)		\$1,500/\$3,000		\$1,500/\$3,000		\$1,500/\$3,000	
Max Out of Pocket (Ind/Family)		\$4,500/\$9,000		\$4,500/\$9,000		\$4,500/\$9,000	
Virtual Visit Copay		\$20		\$20		\$20	
Office Visit		\$20		\$20		\$20	
Specialist Office Visit		\$45	No Coverage	\$45	No Coverage	\$45	No Coverage
Coinsurance (In/Out)		80%		80%		80%	
Urgent Care		\$50		\$50		\$50	
Emergency Room		ER + D&C		ER + D&C		20% + Deductible	
<u>Pharmacy Benefits</u>							
Generic (Tier 1)		\$10		\$10		\$10	
Preferred (tier 2)		\$35	No Coverage	\$35	No Coverage	\$35	No Coverage
Non-Preferred (Tier 3)		\$60		\$60		\$60	
Census		EO	203	Commissions Included		Commissions Included	
		E+S	8	Not in network with Knapp Medical		In-Network with Knapp Medical	
		E+C	56			Transitional credit: \$75,000	
		E+F	10				
Medicare Primary		Single	0				
		Family	0				
		Total	277				



City of Weslaco

Summary of Comparative Cost
RFP# 2022-23-10 Fully Funded Group Health Insurance (PPO)
Review Date: June 9, 2023

		PPO					
General		Current		Proposed		Option 2	
Company		United Healthcare		United Healthcare		Blue Cross/Blue Shield	
Rate Guarantee		1 Year		1 Year		1 Year	
Plan Network		BCYG MOD (POS Premier) RX Plan: 2V		BCYG MOD (POS Premier) RX Plan: 2V		PPO 1500	
		<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>
Employee		\$532.29	\$166,074.48	\$633.43	\$197,630.16	\$438.53	\$136,821.36
Employee & Spouse		\$947.49	\$22,739.76	\$1,127.52	\$27,060.48	\$845.26	\$20,286.24
Employee & Children		\$793.11	\$209,381.04	\$943.81	\$249,165.84	\$811.04	\$214,114.56
Employee & Family		\$1,288.16	<u>\$139,121.28</u>	\$1,532.92	<u>\$165,555.36</u>	\$1,252.16	<u>\$135,233.28</u>
			\$537,316.56		\$639,411.84		\$506,455.44
Medicare Primary Single		\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>
Medicare Primary Family		\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>
			\$0.00		\$0.00		\$0.00
			\$537,316.56		\$639,411.84		\$506,455.44
				Increase +/-	\$102,095.28	Increase +/-	-\$30,861.12
				Increase %	19%	Increase %	-5.74%
<u>Medical Benefits</u>		<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
Deductible (Ind/Family)		\$2,500/\$5,000	\$5,000/\$10,000	\$2,500/\$5,000	\$5,000/\$10,000	\$2,500/\$5,000	\$5,000/\$10,000
Max Out of Pocket (Ind/Family)		\$5,500/\$11,000	\$10,000/\$20,000	\$5,500/\$11,000	\$10,000/\$20,000	\$5,500/\$11,000	\$10,000/\$20,000
Virtual Visit Copay		No Copay	50%	No Copay	50%	No Copay	50%
Office Visit		\$25	50%	\$25	50%	\$25	50%
Specialist Office Visit		\$25-\$50	50%	\$25-\$50	50%	\$25-\$50	50%
Coinurance (In/Out)		80%	50%	80%	50%	80%	50%
Urgent Care		\$75	50%	\$75	50%	\$75	50%
Emergency Room		\$250 + 20%	50%	\$250 + 20%	50%	\$250 + 20%	50%
<u>Pharmacy Benefits</u>							
Generic (Tier 1)		\$10		\$10		\$10	50%
Preferred (tier 2)		\$35		\$35		\$35	50%
Non-Preferred (Tier 3)		\$60		\$60		\$60	50%
Census		EO	26	Commissions Included		Commissions Included	
		E+S	2	Not in network with Knapp Medical		In-Network with Knapp Medical	
		E+C	22			Transitional credit: \$75,000	
		E+F	9				
Medicare Primary		Single	0				
		Family	0				
		Total	59				



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6675	
From:			
Subject: Discussion and consideration to award the Cafeteria 125 Plan Services and Voluntary Supplemental Insurance Products (short/long term disability, vision, dental, cancer, accident, hospital indemnity, critical illness, flexible spending account, basic life and AD&D) for the City of Weslaco employees at no cost to the City to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Recommendations will be presented and discussed at the meeting.			
Staff Recommendation:			
Attachments, if any: MEMO COMMISSION RFP VOLUNTARY PRODUCTS 2022-23-10, INVENTORY LIST			
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: July 28, 2023

TO: Mayor and City Commission

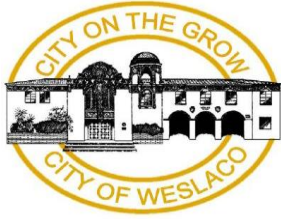
CC: Martin Garza, City Manager

FROM: Luz Galindo, Human Resources Director

SUBJECT: RFP #2022-23-11 Ancillary Products

RFP for voluntary products was posted on BidNet we received a total of 17 responses from various carriers. Proposals were reviewed by committee of 5. (Roger Garza & Xavier Leal – Consultant Firm, Martin Garza – City Manager, Luz Galindo – HR Director, Sonia Flores - Asst Finance Director, and Homer Rhodes – Purchasing Agent)

Attached is the list of Carriers who responded with proposal to various product/s and and for which product/s.



City of Weslaco

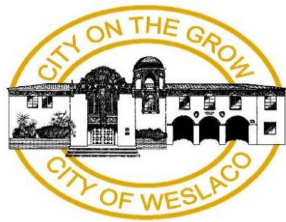
RFP# 2022-23-11 (Ancillary Products)

Inventory List

Review Date: June 10, 2023

Carrier	Agent/Agency	Vision	Dental	Critical Illness	Accident	Cancer	403(b), 457	125	Short/Long Term Disability	Group Life/AD&D	Employer Paid Life & AD&D	Permanent Life/Universal	Hospital Indemnity
Aflac	Salazar Insurance Group, Jeff Everitt & Associates, Yvonne Ortegon, Devout Benefits Group, Tamez Financial Group	X	X	X	X								X
Ameriflex	Jeff Blomster							X					
Avesis	Salazar Insurance Group, Jeff Everitt & Associates, Brown & Brown, Tamez Financial	X											
Blue Cross/Blue Shield	Jeff Everitt & Associates	X	X	X	X				X	X			
Colonial Life	Salazar Insurance Group			X	X	X				X			X
Creative Benefit Administrators	Jeremy Sakulenzki						X	X					
Delta Dental	Salazar Insurance Group, Jeff Everitt & Associates, Texas Ins. Service Center		X										
Eyetopia	Salazar Insurance Group, Jeff Everitt & Associates, Texas Ins. Service Center, Tamez Financial Group	X											
Humana	Jeff Everitt & Associates		X										
Mass Mutual	Jeff Everitt & Associates											X	
Mutual of Omaha	Salazar Insurance Group, Jeff Everitt & Associates, Texas Ins. Service Center, Tamez Financial Group, Newkirk & Newkirk	X	X	X	X				X	X			X
The Standard	Matt Shivers	X	X	X	X				X	X			X
Sunlife	Claire Landry	X	X	X		X			X	X			X
Trustmark	Salazar Insurance Group			X	X								X
United Healthcare	Charles Carter	X	X		X				X	X			X
UNUM	Salazar Insurance Group, Jeff Everitt & Associates, Brown & Brown, Tamez Financial Group, Texas Ins. Service Center			X	X				X		X		X
Wellfleet				X	X	X							X
Jeff Everitt & Associates	Statement of Qualifications												
Total		8	8	9	9	3	1	2	6	6	1	1	9

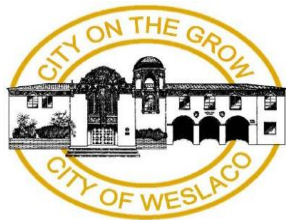
DENTAL



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Dental)
Review Date: June 9, 2023

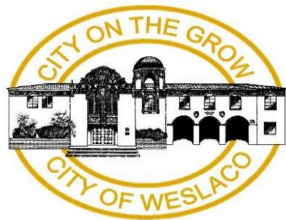
General		Current		Option 1		Option 2	
Insurance Company		Blue Cross/Blue Shield		Blue Cross/Blue Shield		Aflac	
Claim Payment Office		Ricahrdson, TX		Ricahrdson, TX		Tampa, FL	
Agent				Jeff Everitt & Associates		Salazar Ins. Group, Jeff Everitt & Associates, Yvonne Ortegon, Devout Benefits, Tamez Financial	
		1 year rate		1 year rate		2 year rate	
Annual Cost		Rate		Rate		Rate	
		Base Plan	Buy - Up	Base Plan	Buy - Up	Low	High
	Employee Only	\$11.43	\$25.56	\$12.17	\$27.22	\$13.75	\$30.74
	Employee + Spouse	\$25.06	\$57.40	\$26.69	\$61.13	\$30.14	\$69.02
	Employee + Children	\$28.30	\$57.89	\$30.14	\$61.65	\$34.03	\$69.63
	Employee + Family	\$44.07	\$90.62	\$46.93	\$96.51	\$53.00	\$108.97
Calendar Year Deductible							
	Enrollee	\$50	\$50	\$50	\$50	\$50	\$50
	Family	\$150	\$150	\$150	\$150	\$150	\$150
	Calendar Year Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Type 1 = Preventative Services	100%	100%	100%	100%	100%	100%
Type 2 = General Services (Restorative)		80%	80%	80%	80%	80%	80%
	Type 3 = Major Services	No Coverage	50%	No Coverage	50%	No Coverage	50%
	Orthodontia	No Coverage	50%	No Coverage	50%	No Coverage	50%
	Lifetime Maximum		\$1,000		\$1,000		\$1,000



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Dental)
Review Date: June 9, 2023

General		Option 3		Option 4		Option 5	
Insurance Company		Delta Dental		Humana		Mutual of Omaha	
Claim Payment Office		Alpharetta, GA		Louisville, KY		Tampa, FL	
Agent		Salazar Insurance Group, Jeff Everitt & Associates, Texas Ins. Service Center		Jeff Everitt & Associates		Salazar Ins. Group, Jeff Everitt & Associates, Texas Ins. Service Center, Tamez Financial, Newkirk & Newkirk	
		2 year rate		3 year rate		1 year rate	
Annual Cost		<u>Rate</u>		<u>Rate</u>		<u>Rate</u>	
		<u>Base Plan</u>	<u>Buy - Up</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Employee Only		\$11.59	\$25.90	\$12.18	\$27.23	\$12.57	\$28.12
Employee + Spouse		\$25.39	\$58.16	\$26.69	\$61.14	\$27.56	\$63.12
Employee + Children		\$28.68	\$58.67	\$30.15	\$61.66	\$31.12	\$63.66
Employee + Family		\$44.66	\$91.82	\$46.94	\$96.53	\$48.47	\$99.67
Calendar Year Deductible							
	Enrollee	\$50	\$50	\$50	\$50	\$50	\$50
	Family	\$150	\$150	\$150	\$150	\$150	\$150
Calendar Year Maximum		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Type 1 = Preventative Services		100%	100%	100%	100%	100%	100%
Type 2 = General Services (Restorative)		80%	80%	80%	80%	80%	80%
Type 3 = Major Services		No Coverage	50%	No Coverage	50%	No Coverage	50%
Orthodontia		No Coverage	50%	No Coverage	50%	No Coverage	50%
			\$1,000		\$1,000		\$1,000

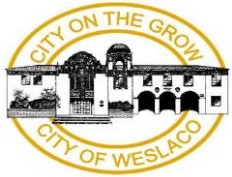


City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Dental)
Review Date: June 9, 2023

General		Option 6		Option 7		Option 8	
Insurance Company		Sunlife		The Standard		United Healthcare	
Claim Payment Office		Wellsely Hills, MA		Portland, OR		Hartford, CT	
Agent		No Agent Specified		Jeff Everitt & Associates		No Agent Specified	
		1 year rate		2 year rate		1 year rate	
Annual Cost		Rate		Rate		Rate	
		Basic	Enhanced	Low	High	Base	Buy-Up
Employee Only		\$11.62	\$25.97	\$17.50	\$26.77	\$11.42	\$25.53
Employee + Spouse		\$25.47	\$58.33	\$35.00	\$53.16	\$25.02	\$57.33
Employee + Children		\$28.76	\$58.82	\$48.53	\$71.12	\$28.25	\$57.84
Employee + Family		\$44.78	\$92.08	\$66.03	\$97.51	\$44.01	\$90.51
Calendar Year Deductible							
	Enrollee	\$50	\$50	\$50	\$50	\$50	\$50
	Family	\$150	\$150	\$150	\$150	\$150	\$150
Calendar Year Maximum		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Type 1 = Preventative Services		100%	100%	100%	100%	100%	100%
Type 2 = General Services (Restorative)		80%	80%	80%	80%	80%	80%
Type 3 = Major Services		No Coverage	50%	No Coverage	50%	No Coverage	50%
Orthodontia		No Coverage	50%	No Coverage	50%	No Coverage	50%
			\$1,000		\$1,000		\$1,000

VISION



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Voluntary Products (Vision)
Review Date: June 10, 2023

Insurance Company
Claim Payment Office
Agent

Monthly Cost

	4 year rate Rate	
Employee Only	\$6.50	\$15.65
Employee + Spouse	\$12.50	\$30.59
Employee + Children	\$12.70	\$34.51
Employee + Family	\$20.20	\$40.78

Benefits (co-pay)

	150-150	200-200
Eyeglass Examination	\$10	\$10

Standard Lenses:

Single Vision	\$20 co-pay	no co-pay
Bifocal	\$20 co-pay	no co-pay
Trifocal	\$20 co-pay	no co-pay
Lenticular	\$20 co-pay	no co-pay
Progressive	\$75-\$110	Covered in Full
Premium Progressive	\$50 allowance	Covered in Full
Std Polycarbonate	\$40-\$44	Covered in Full
Tint	\$17	Covered in Full
Scratch Resistant Coating	\$17	Covered in Full
Anti-Reflective Coating (Bifocal/Prog)	\$45	Covered in Full
Ultraviolet Coating	\$15	Covered in Full
Frames:	\$150 allowance	\$200 allowance
Elective Contact Lenses	\$150 allowance	\$200 allowance
Medically necessary contact lenses	Covered in Full	up to \$250
LASIK or PRK	\$150 allowance	
Custon LASIK	Provider discount 25%	\$150 allowance
Custon LASIK with Intralase		Provider discount 25%

12 month frame

Option 2

4 year rate Rate	
\$7.00	\$20.00
\$13.00	\$37.00
\$14.00	\$44.00
\$20.00	\$52.00

Standard 130/150 Gold 180/300H

\$10	\$5
------	-----

\$20 co-pay	no co-pay
\$20 co-pay	no co-pay
\$20 co-pay	no co-pay
\$20 co-pay	no co-pay
\$20 co-pay	no co-pay
\$199 allowance	\$219 allowance
\$200 allowance	\$219 allowance
\$25 co-pay	no co-pay
\$12	\$12
Covered	Covered
Covered	Covered
Covered	Covered

\$130 allowance	\$180 allowance
\$150 allowance	\$300 allowance
\$550 allowance	\$700 allowance
\$350	\$500
eye allowance	eye allowance

12 month frame

Option 3

3 year rate Rate	
\$6.50	\$15.65
\$12.50	\$30.59
\$12.70	\$34.51
\$20.20	\$40.78

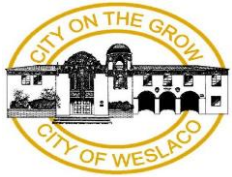
Class 1 Class 2

\$10	\$0
------	-----

\$10 co-pay	no copay
\$10 co-pay	no copay
\$10 co-pay	no copay
\$10 co-pay	no copay
\$10 co-pay	no copay
\$65	no copay
up to \$110	up to \$45 copay
\$40	no copay
no copay	no copay
no copay	no copay
\$45	\$45
no copay	no copay

\$150 allowance	\$175 allowance
\$150 allowance	\$175 allowance
Covered in Full	Covered in Full
up to 15% off retail or 5% discount fee	

12 month frame



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Voluntary Products (Vision)
Review Date: June 10, 2023

Insurance Company
Claim Payment Office
Agent

Monthly Cost

Employee Only
Employee + Spouse
Employee + Children
Employee + Family

Benefits (co-pay)

Eyeglass Examination

Standard Lenses:

Single Vision
Bifocal
Trifocal
Lenticular
Progressive
Premium Progressive
Std Polycarbonate
Tint
Scratch Resistant Coating
Anti-Reflective Coating (Bifocal/Prog)
Ultraviolet Coating

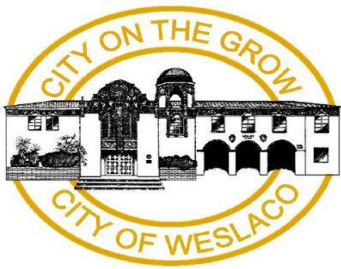
Frames:

Elective Contact Lenses
Medically necessary contact lenses
LASIK or PRK
Custom LASIK
Custom LASIK with Intralase

Option 7	Option 8	
Sunlife	The Standard	
Wellesely Hills, MA	Portland, OR	
No Agent Specified	Matt Shivers	
1 year rate	2 year rate	
Rate	Rate	
\$8.64	\$7.85	\$10.01
\$16.61	\$15.23	\$19.44
\$16.88	\$13.32	\$17.07
\$26.85	\$20.70	\$26.50
Plan 3	Plan 1	Plan 2
\$10	\$10	no copay
\$20 co-pay	\$25 copay	no copay
\$20 co-pay	\$25 copay	no copay
\$20 co-pay	\$25 copay	no copay
\$20 co-pay	\$25 copay	no copay
no cost	Lined bifocal allowance	Lined bifocal allowance
\$95-\$105	Lined bifocal allowance	Lined bifocal allowance
Not Specified	\$33	\$33
Not Specified	\$15	\$15
Not Specified	\$17-\$33	\$17-\$33
Not Specified	\$45-\$85	\$45-\$85
Not Specified	\$16	\$16
\$150 allowance	\$150 allowance	\$200 allowance
\$150 allowance	\$150 allowance	\$200 allowance
Not Specified	Covered in Full	Covered in Full
up to 15% off retail or 5% discount fee	up to 15% off retail or 5% discount fee	

12 month frame

DISABILITY



City of Weslaco

Summary of Comparative Cost

RFP# 2022-23-11 Ancillary Products (Short/Long Term Disability)

Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Current/Option 1

The Standard
Portland, OR
Matt Shivers
3 year rate

Short Term Disability		*Long Term Disability	
Age Brand	Rate	Age Brand	Rate
0-24	\$0.402	0-24	\$0.188
25-29	\$0.426	25-29	\$0.195
30-34	\$0.443	30-34	\$0.353
35-39	\$0.361	35-39	\$0.630
40-44	\$0.353	40-44	\$0.930
45-49	\$0.435	45-49	\$1.388
50-54	\$0.508	50-54	\$1.988
55-59	\$0.705	55-59	\$2.070
60+	\$0.861	60-64	\$2.153
		65-69	\$2.940
		70+	\$3.660

Benefit Schedule

60%

Waiting Period

7 day/ 7 day

Max Benefit Period

90 days

Benefit Schedule

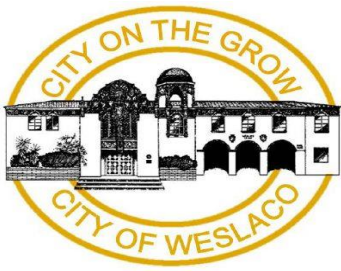
60%

Waiting Period

to age 65

Max Benefit Period

90 days



City of Weslaco

Summary of Comparative Cost

RFP# 2022-23-11 Ancillary Products (Short/Long Term Disability)

Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 2

UNUM

Houston, TX

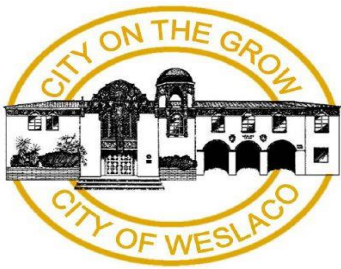
Salazar Ins. Group, Jeff Everitt & Associates, Brown & Brown, Tamez Financial, Texas Ins. Service Center

2 year rate

*Long Term Disability	
Age Brand	Rate
0-24	\$0.15
25-29	\$0.22
30-34	\$0.40
35-39	\$0.59
40-44	\$0.97
45-49	\$1.34
50-54	\$1.61
55-59	\$1.94
60-64	\$1.84
65-69	\$1.46
70+	\$1.40

Benefit Schedule 60%
Elimination Period 90 days
Max Benefit Period to age 65
Max monthly Benefit \$6,000

* offering only Long Term Disability



City of Weslaco

Summary of Comparative Cost

RFP# 2022-23-11 Ancillary Products (Short/Long Term Disability)

Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 3

Mutual of Omaha

Omaha, NE

Salazar Ins. Group, Tamez Financial Group, Jeff Everitt & Associates, Texas Ins. Service Center, Newkirk & Newkirk

2 year rate

Short Term Disability		Long Term Disability	
Age Brand	Rate	Age Brand	Rate
0-24	\$0.315	0-24	Not Available
25-29	\$0.315	25-29	\$0.122
30-34	\$0.355	30-34	\$0.246
35-39	\$0.270	35-39	\$0.474
40-44	\$0.265	40-44	\$0.708
45-49	\$0.344	45-49	\$1.064
50-54	\$0.398	50-54	\$1.467
55-59	\$0.565	55-59	\$1.419
60-64	\$0.696	60-64	\$1.463
65-69	\$0.682	65-69	\$2.210
70+	\$0.662	70+	\$2.893

Benefit Schedule

60%

Waiting Period

7 day/ 7 day

Max Benefit Period

12 weeks

Max weekly Benefit

\$1,000

Benefit Schedule

60%

Elimination Period

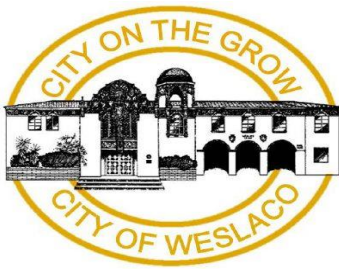
90 days

Max Benefit Period

RBD to SSNRA

Max monthly Benefit

\$6,000



City of Weslaco

Summary of Comparative Cost

RFP# 2022-23-11 Ancillary Products (Short/Long Term Disability)

Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

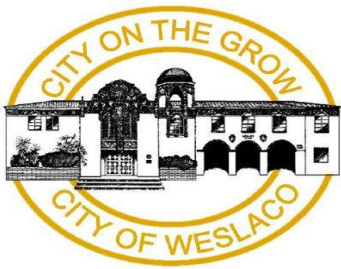
Option 4

United Healthcare
Hartford, CT
Charles Carter
3 year rate

Short Term Disability		Long Term Disability	
Age Brand	Rate	Age Brand	Rate
0-24	\$0.402	0-24	\$0.188
25-29	\$0.426	25-29	\$0.195
30-34	\$0.443	30-34	\$0.353
35-39	\$0.361	35-39	\$0.630
40-44	\$0.353	40-44	\$0.930
45-49	\$0.435	45-49	\$1.388
50-54	\$0.508	50-54	\$1.988
55-59	\$0.705	55-59	\$2.070
60-64	\$0.861	60-64	\$2.153
65-69	\$0.861	65-69	\$2.940
70+	\$0.861	70+	\$2.940

Benefit Schedule 60%
Waiting Period 7 day/ 7 day
Max Benefit Period 12 weeks
Max weekly Benefit \$1,000

Benefit Schedule 60%
Elimination Period 90 days
Max Benefit Period RBD to SSNRA
Max monthly Benefit \$6,000



City of Weslaco

Summary of Comparative Cost

RFP# 2022-23-11 Ancillary Products (Short/Long Term Disability)

Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 5

Blue Cross/Blue Shield

Lombard, IL

Jeff Everitt & Associates

2 year rate

Short Term Disability		Long Term Disability	
Age Brand	Rate	Age Brand	Rate
0-24	\$0.362	0-24	\$0.169
25-29	\$0.384	25-29	\$0.176
30-34	\$0.399	30-34	\$0.318
35-39	\$0.325	35-39	\$0.567
40-44	\$0.318	40-44	\$0.837
45-49	\$0.391	45-49	\$1.249
50-54	\$0.457	50-54	\$1.789
55-59	\$0.635	55-59	\$1.863
60-64	\$0.775	60-64	\$1.938
65-69	\$0.775	65-69	\$2.646
70+	\$0.775	70+	\$3.294

Benefit Schedule

60%

Waiting Period

7 day/ 7 day

Max Benefit Period

12 weeks

Max weekly Benefit

\$1,000

Benefit Schedule

60%

Elimination Period

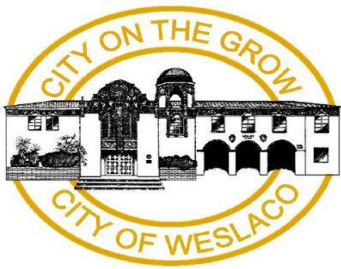
90 days

Max Benefit Period

RBD to SSNRA

Max monthly Benefit

\$6,000



City of Weslaco

Summary of Comparative Cost

RFP# 2022-23-11 Ancillary Products (Short/Long Term Disability)

Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 6

Sunlife
Wellsely Hills, MA
Claire Landry
2 year rate

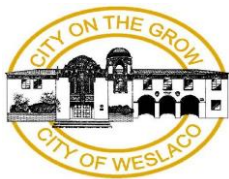
*Short Term Disability	
Age Brand	Rate
0-24	\$0.347
25-29	\$0.367
30-34	\$0.382
35-39	\$0.311
40-44	\$0.305
45-49	\$0.375
50-54	\$0.438
55-59	\$0.608
60-64	\$0.743
65-69	\$0.743
70+	\$0.743

Benefit Schedule
Waiting Period
Max Benefit Period
Max weekly Benefit

60%
7 day/ 7 day
12 weeks
\$1,000

* only offering Short Term Disability

GROUP ACCIDENT



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee
Employee & Spouse
Employee & Children
Employee & Family

Accident Emergency Treatment
Accident Follow-Up Treatment

Accidental Death

Employee/Spouse
Child

Accidental Death (common carrier)

Employee and Spouse
Child

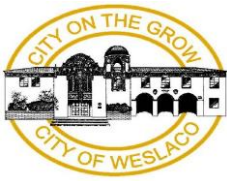
Ambulance-Air
Ambulance-Ground
Appliances
Blood/Plasma/Platelets
Burns (2nd to 3rd degree)
Burns-Graft

Catastrophic Accident

Employee and Spouse
Child
Coma
Concussion
Dislocation (open/closed) reduction
Emergency Dental Work (extraction/crown)
Eye Injury
Fractures
Hospital Admission
Hospital Confinement (365 days)
Hospital ICU-Admission
Hospital ICU-Confinement (15 days)
Knee Cartilage-Torn
Laceration (based on size)
Lodging (30 days)
Medical Imaging Study
Prosthetic Device/Artificial Limb
Rehabilitation Unit Confinement (30) days
Ruptured Disc
Surgery-Cranial, Open Abdominal, Thoracic
Surgery-Exploratory or Arthroscopic
Tendon/Ligament/Rotator Cuff
Therapy
Transportation (30 days)
X-Ray

Current			
Mutual of Omaha			
Houston, TX			
	Class 1	Class 2	Class 3
Employee	\$7.58	\$10.88	\$16.46
Employee & Spouse	\$9.86	\$14.15	\$21.39
Employee & Children	\$10.84	\$15.56	\$23.53
Employee & Family	\$13.01	\$18.68	\$28.24
Accident Emergency Treatment	\$150	\$200	\$300
Accident Follow-Up Treatment	\$50 per vist (6) max	\$75 per vist (6) max	\$100 per vist (6) max
Accidental Death			
Employee/Spouse	\$25,000/\$10,000	\$50,000/\$25,000	\$70,000/\$35,000
Child	\$5,000	\$10,000	\$10,000
Accidental Death (common carrier)			
Employee and Spouse	\$50,000/\$20,000	\$100,000/\$50,000	\$140,000/\$70,000
Child	\$10,000	\$20,000	\$20,000
Ambulance-Air	\$1,000	\$1,500	\$2,000
Ambulance-Ground	\$200	\$300	\$400
Appliances	\$50	\$100	\$200
Blood/Plasma/Platelets	\$150	\$300	\$450
Burns (2nd to 3rd degree)	\$125-\$10,000	\$250-\$15,000	\$400-\$20,000
Burns-Graft	50% of benefit	50% of benefit	50% of benefit
Catastrophic Accident			
Employee and Spouse	\$25,000/\$10,000	\$50,000/\$25,000	\$70,000/\$35,000
Child	\$5,000	\$10,000	\$10,000
Coma	50%	25%	25%
Concussion	\$100	\$150	\$200
Dislocation (open/closed) reduction	\$150-\$6,000	\$225-\$9,000	\$300-\$10,000
Emergency Dental Work (extraction/crown)	\$75/\$200	\$100/\$300	\$125/\$400
Eye Injury	\$100	\$300	\$400
Fractures	\$100-\$5,000	\$200-\$6,000	\$300-\$8,000
Hospital Admission	\$750	\$1,000	\$1,500
Hospital Confinement (365 days)	\$100	\$200	\$300
Hospital ICU-Admission	\$750	\$1,000	\$1,500
Hospital ICU-Confinement (15 days)	\$300	\$400	\$600
Knee Cartilage-Torn	\$250	\$500	\$750
Laceration (based on size)	\$25-\$600	\$50-\$800	\$50-\$1,000
Lodging (30 days)	\$100	\$100	\$100
Medical Imaging Study	\$100	\$200	\$300
Prosthetic Device/Artificial Limb	\$500	\$750	\$1,000
Rehabilitation Unit Confinement (30) days	\$50	\$100	\$150
Ruptured Disc	\$300	\$600	\$900
Surgery-Cranial, Open Abdominal, Thoracic	\$1,000	\$1,500	\$2,000
Surgery-Exploratory or Arthroscopic	\$100	\$150	\$200
Tendon/Ligament/Rotator Cuff	\$250	\$500	\$750
Therapy	\$25 per vist (6) max	\$25 per vist (6) max	\$50 per vist (6) max
Transportation (30 days)	\$150	\$150	\$150
X-Ray	\$25	\$50	\$75

* Rates are subject to change upon renewal



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee
Employee & Spouse
Employee & Children
Employee & Family

Accident Emergency Treatment
Accident Follow-Up Treatment

Accidental Death

Employee/Spouse
Child

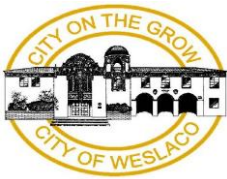
Accidental Death (common carrier)

Employee and Spouse
Child
Ambulance-Air
Ambulance-Ground
Appliances
Blood/Plasma/Platelets
Burns (2nd to 3rd degree)
Burns-Graft

Catastrophic Accident

Employee and Spouse
Child
Coma
Concussion
Dislocation (open/closed) reduction
Emergency Dental Work (extraction/crown)
Eye Injury
Fractures
Hospital Admission
Hospital Confinement (365 days)
Hospital ICU-Admission
Hospital ICU-Confinement (15 days)
Knee Cartilage-Torn
Laceration (based on size)
Lodging (30 days)
Medical Imaging Study
Prosthetic Device/Artificial Limb
Rehabilitation Unit Confinement (30) days
Ruptured Disc
Surgery-Cranial, Open Abdominal, Thoracic
Surgery-Exploratory or Arthroscopic
Tendon/Ligament/Rotator Cuff
Therapy
Transportation (30 days)
X-Ray

Option 2			
Colonial Life			
Columbia, SC			
Salazar Ins. Group			
3 year rate			
	Basic	Preferred	Premier
Employee	\$5.24	\$10.20	\$16.04
Employee & Spouse	\$8.56	\$13.98	\$21.30
Employee & Children	\$10.19	\$15.25	\$23.36
Employee & Family	\$13.50	\$18.75	\$28.46
Accident Emergency Treatment	\$100	\$150	\$200
Accident Follow-Up Treatment	\$50 per vist (3) max	\$50 per vist (4) max	\$50 per vist (6) max
Accidental Death			
Employee/Spouse	\$25,000	\$50,000	\$50,000
Child	\$5,000	\$10,000	\$10,000
Accidental Death (common carrier)			
Employee and Spouse	\$100,000	\$200,000	\$200,000
Child	\$20,000	\$40,000	\$40,000
Ambulance-Air	\$1,000	\$1,500	\$2,000
Ambulance-Ground	\$200	\$300	\$400
Appliances	\$75	\$100	\$200
Blood/Plasma/Platelets	\$300	\$400	\$500
Burns (2nd to 3rd degree)	\$750-\$12,000	\$1,000-\$15,000	\$1,500-\$21,000
Burns-Graft	50% of benefit	50% of benefit	50% of benefit
Catastrophic Accident			
Employee and Spouse	\$50,000	\$50,000	\$100,000
Child	\$25,000	\$25,000	\$50,000
Coma	\$7,500	\$10,000	\$20,000
Concussion	\$275	\$375	\$500
Dislocation (open/closed) reduction	\$140-\$4,000	\$200-\$6,000	\$280-\$8,000
Emergency Dental Work (extraction/crown)	\$50/\$150	\$100/\$300	\$200/\$600
Eye Injury	\$200	\$300	\$400
Fractures	\$200-\$4,500	\$200-\$7,500	\$200-\$10,000
Hospital Admission	\$750	\$1,000	\$1,500
Hospital Confinement (365 days)	\$300	\$400	\$600
Hospital ICU-Admission	\$1,500	\$1,750	\$2,500
Hospital ICU-Confinement (15 days)	\$300	\$400	\$600
Knee Cartilage-Torn	\$500	\$750	\$1,250
Laceration (based on size)	\$50-\$600	\$50-\$600	\$75-\$1,200
Lodging (30 days)	\$150	\$200	\$400
Medical Imaging Study	\$150	\$200	\$400
Prosthetic Device/Artificial Limb	\$750-\$1,500	\$1,250-\$2,500	\$1,750-\$3,500
Rehabilitation Unit Confinement (30) days	\$100	\$150	\$200
Ruptured Disc	\$600	\$900	\$1,200
Surgery-Cranial, Open Abdominal, Thoracic	\$100	\$1,500	\$2,000
Surgery-Exploratory or Arthroscopic	\$150	\$225	\$275
Tendon/Ligament/Rotator Cuff	\$600-\$1,200	\$900-\$1,800	\$1,200-\$2,400
Therapy	\$35 per day (10) visit max	\$45 per day (10) visit max	\$55 per day (10) visit max
Transportation (30 days)	\$400	\$600	\$700
X-Ray	\$50	\$60	\$60



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee

Employee & Spouse

Employee & Children

Employee & Family

Accident Emergency Treatment

Accident Follow-Up Treatment

Accidental Death

Employee/Spouse

Child

Accidental Death (common carrier)

Employee and Spouse

Child

Ambulance-Air

Ambulance-Ground

Appliances

Blood/Plasma/Platelets

Burns (2nd to 3rd degree)

Burns-Graft

Catastrophic Accident

Employee and Spouse

Child

Coma

Concussion

Dislocation (open/closed) reduction

Emergency Dental Work (extraction/crown)

Eye Injury

Fractures

Hospital Admission

Hospital Confinement (365 days)

Hospital ICU-Admission

Hospital ICU-Confinement (15 days)

Knee Cartilage-Torn

Laceration (based on size)

Lodging (30 days)

Medical Imaging Study

Prosthetic Device/Artificial Limb

Rehabilitation Unit Confinement (30) days

Ruptured Disc

Surgery-Cranial, Open Abdominal, Thoracic

Surgery-Exploratory or Arthroscopic

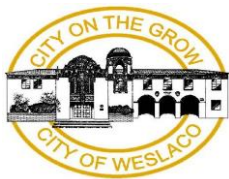
Tendon/Ligament/Rotator Cuff

Therapy

Transportation (30 days)

X-Ray

	Option 3		Option 4
	The Standard		UNUM
	Portland OR		Houston, TX
	Matt Shivers		Salazar, Everitt, Brown, Tamez, Texas Ins.
	3 year rate		3 year rate
	Enhanced	Premier	Option 1
Employee	\$11.43	\$16.44	\$14.06
Employee & Spouse	\$19.10	\$26.72	\$24.78
Employee & Children	\$20.97	\$30.45	\$28.43
Employee & Family	\$33.24	\$48.03	\$39.15
Accident Emergency Treatment	\$150	\$200	\$100
Accident Follow-Up Treatment	\$50 up to (2) days	\$60 up to (3) days	\$75 up to (2) days
Accidental Death			
Employee/Spouse	\$50,000/\$25,000	\$100,000/\$50,000	\$50,000/\$25,000
Child	\$12,500	\$25,000	\$12,500
Accidental Death (common carrier)			
Employee and Spouse	\$50,000/\$25,000	\$100,000/\$50,000	\$50,000/\$25,000
Child	\$12,500	\$25,000	\$12,500
Ambulance-Air	\$800	\$1,500	\$1,000
Ambulance-Ground	\$300	\$600	\$300
Appliances	\$100	\$200	\$50-\$200
Blood/Plasma/Platelets	\$300	\$600	\$400
Burns (2nd to 3rd degree)	\$200-\$10,000	\$500-\$15,000	\$250-\$500
Burns-Graft	25% of benefit	25% of benefit	50% of benefit
Catastrophic Accident			
Employee and Spouse	\$50,000/\$25,000	\$100,000/\$50,000	\$50,000/\$25,000
Child	\$12,500	\$25,000	\$12,500
Coma	\$7,500	\$15,000	\$10,000
Concussion	\$150	\$200	\$200
Dislocation (open/closed) reduction	\$150-\$5,000	\$200-\$7,000	\$150-\$3,375
Emergency Dental Work (extraction/crown)	\$100/\$200	\$150/\$350	\$115/\$350
Eye Injury	\$200	\$300	\$200
Fractures	\$100-\$8,000	\$200-\$10,500	\$450-\$3,375
Hospital Admission	\$1,000	\$1,500	\$1,000
Hospital Confinement (365 days)	\$200	\$400	\$300
Hospital ICU-Admission	\$750	\$1,000	\$1,000
Hospital ICU-Confinement (15 days)	\$200	\$200	\$300
Knee Cartilage-Torn	\$750	\$1,000	\$150-\$750
Laceration (based on size)	\$75-\$500	\$100-\$800	\$50-\$600
Lodging (30 days)	\$175	\$200	\$150
Medical Imaging Study	\$200	\$300	\$200
Prosthetic Device/Artificial Limb	\$500/\$1,000	\$1,000/\$2,000	\$750-\$1,500
Rehabilitation Unit Confinement (30) days	\$100	\$150	\$100
Ruptured Disc	\$750	\$1,000	\$125-\$1,000
Surgery-Cranial, Open Abdominal, Thoracic	\$1,500	\$2,000	\$1,500
Surgery-Exploratory or Arthroscopic	\$200	\$400	\$125
Tendon/Ligament/Rotator Cuff	\$1,000	\$1,500	\$150-\$750
Therapy	\$50 per vist (3) max	\$50 per vist (4) max	\$20
Transportation (30 days)	\$150	\$200	\$100
X-Ray	\$50	\$60	\$50



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee
Employee & Spouse
Employee & Children
Employee & Family

Accident Emergency Treatment
Accident Follow-Up Treatment

Accidental Death

Employee/Spouse
Child

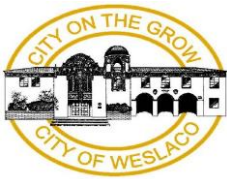
Accidental Death (common carrier)

Employee and Spouse
Child
Ambulance-Air
Ambulance-Ground
Appliances
Blood/Plasma/Platelets
Burns (2nd to 3rd degree)
Burns-Graft

Catastrophic Accident

Employee and Spouse
Child
Coma
Concussion
Dislocation (open/closed) reduction
Emergency Dental Work (extraction/crown)
Eye Injury
Fractures
Hospital Admission
Hospital Confinement (365 days)
Hospital ICU-Admission
Hospital ICU-Confinement (15 days)
Knee Cartilage-Torn
Laceration (based on size)
Lodging (30 days)
Medical Imaging Study
Prosthetic Device/Artificial Limb
Rehabilitation Unit Confinement (30) days
Ruptured Disc
Surgery-Cranial, Open Abdominal, Thoracic
Surgery-Exploratory or Arthroscopic
Tendon/Ligament/Rotator Cuff
Therapy
Transportation (30 days)
X-Ray

Option 5			
United Healthcare			
Hartford, CT			
Charles Carter			
3 year rate			
	Option A	Option B	Option C
Employee	\$6.72	\$8.99	\$12.00
Employee & Spouse	\$10.73	\$14.35	\$19.15
Employee & Children	\$12.81	\$17.75	\$24.18
Employee & Family	\$19.94	\$27.44	\$37.21
Accident Emergency Treatment	\$100	\$150	\$200
Accident Follow-Up Treatment	\$50	\$75	\$100
Accidental Death			
Employee/Spouse	\$20,000	\$30,000	\$50,000
Child	\$10,000	\$15,000	\$25,000
Accidental Death (common carrier)			
Employee and Spouse	\$80,000	\$120,000	\$200,000
Child	\$40,000	\$60,000	\$100,000
Ambulance-Air	\$1,200	\$1,800	\$2,400
Ambulance-Ground	\$200	\$300	\$400
Appliances	\$50-\$150	\$75-\$225	\$100-\$300
Blood/Plasma/Platelets	\$300	\$400	\$500
Burns (2nd to 3rd degree)	\$500-\$8,000	\$750-\$12,000	\$1,000-\$16,000
Burns-Graft	25% of benefit	25% of benefit	25% of benefit
Catastrophic Accident			
Employee and Spouse	\$20,000	\$30,000	\$50,000
Child	\$10,000	\$15,000	\$25,000
Coma	\$10,000	\$15,000	\$20,000
Concussion	\$150	\$200	\$300
Dislocation (open/closed) reduction	\$250-\$4,500	\$375-\$6,000	\$500-\$9,000
Emergency Dental Work (extraction/crown)	\$100/\$200	\$150/\$300	\$200/\$400
Eye Injury	\$100	\$150	\$200
Fractures	\$150-\$4,500	\$225-\$6,000	\$300-\$9,000
Hospital Admission	\$1,000	\$1,200	\$1,500
Hospital Confinement (365 days)	\$175	\$250	\$325
Hospital ICU-Admission	\$2,000	\$2,400	\$3,000
Hospital ICU-Confinement (15 days)	\$500	\$750	\$1,000
Knee Cartilage-Torn	\$400	\$600	\$800
Laceration (based on size)	\$30-\$400	\$45-\$600	\$60-\$800
Lodging (30 days)	\$150	\$225	\$300
Medical Imaging Study	\$175	\$250	\$325
Prosthetic Device/Artificial Limb	\$500-\$1,000	\$750-\$1,500	\$1,000-\$2,000
Rehabilitation Unit Confinement (30) days	\$100	\$150	\$200
Ruptured Disc	\$400	\$600	\$800
Surgery-Cranial, Open Abdominal, Thoracic	\$1,000	\$1,500	\$2,000
Surgery-Exploratory or Arthroscopic	\$150	\$200	\$300
Tendon/Ligament/Rotator Cuff	\$150	\$200	\$300
Therapy	\$25 per vist (10) max	\$30 per vist (10) max	\$50 per vist (10) max
Transportation (30 days)	\$200	\$300	\$400
X-Ray	\$50	\$75	\$100



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee

Employee & Spouse

Employee & Children

Employee & Family

Accident Emergency Treatment

Accident Follow-Up Treatment

Accidental Death

Employee/Spouse

Child

Accidental Death (common carrier)

Employee and Spouse

Child

Ambulance-Air

Ambulance-Ground

Appliances

Blood/Plasma/Platelets

Burns (2nd to 3rd degree)

Burns-Graft

Catastrophic Accident

Employee and Spouse

Child

Coma

Concussion

Dislocation (open/closed) reduction

Emergency Dental Work (extraction/crown)

Eye Injury

Fractures

Hospital Admission

Hospital Confinement (365 days)

Hospital ICU-Admission

Hospital ICU-Confinement (15 days)

Knee Cartilage-Torn

Laceration (based on size)

Lodging (30 days)

Medical Imaging Study

Prosthetic Device/Artificial Limb

Rehabilitation Unit Confinement (30) days

Ruptured Disc

Surgery-Cranial, Open Abdominal, Thoracic

Surgery-Exploratory or Arthroscopic

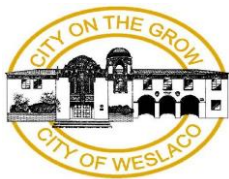
Tendon/Ligament/Rotator Cuff

Therapy

Transportation (30 days)

X-Ray

	Option 6		Option 7	
	Blue Cross/Blue Shield		Aflac	
	Lombard, IL		Columbia, SC	
	Jeff Everitt & Associates		Salazar, Everitt, Ortegon, Devout, Tamez	
	2 year rate		2 year rate	
	<u>Plan 1</u>	<u>Plan 2</u>	<u>Low</u>	<u>High</u>
Employee	\$4.63	\$8.07	\$12.26	\$16.80
Employee & Spouse	\$7.84	\$13.46	\$19.50	\$27.07
Employee & Children	\$8.52	\$15.38	\$24.58	\$36.24
Employee & Family	\$13.56	\$24.21	\$31.82	\$46.51
Accident Emergency Treatment	\$75	\$150	\$100	\$200
Accident Follow-Up Treatment	\$25	\$50	\$25	\$25
Accidental Death				
Employee/Spouse	\$20,000	\$40,000	\$50,000/\$25,000	\$50,000/\$25,000
Child	\$6,000	\$12,500	\$10,000	\$10,000
Accidental Death (common carrier)				
Employee and Spouse	\$80,000	\$150,000	\$100,000/\$50,000	\$100,000/\$50,000
Child	\$12,000	\$25,000	\$20,000	\$20,000
Ambulance-Air	\$800	\$1,500	\$600	\$1,200
Ambulance-Ground	\$120	\$200	\$200	\$400
Appliances	\$50	\$125	\$20-\$200	\$20-\$200
Blood/Plasma/Platelets	\$100	\$200	\$100	\$200
Burns (2nd to 3rd degree)	\$75-\$7,500	\$125-\$12,500	\$50-\$10,000	\$100-\$20,000
Burns-Graft	50% of benefit	50% of benefit	Not Specified	Not Specified
Catastrophic Accident				
Employee and Spouse	\$20,000	\$40,000	\$50,000/\$25,000	\$50,000/\$25,000
Child	\$6,000	\$12,500	\$10,000	\$10,000
Coma	\$7,500	\$12,500	\$5,000	\$10,000
Concussion	\$50	\$150	\$250	\$500
Dislocation (open/closed) reduction	\$50-\$2,000	\$100-\$4,000	\$120-\$3,000	\$240-\$6,000
Emergency Dental Work (extraction/crown)	\$25/\$75	\$130/\$400	\$25/\$100	\$50/\$200
Eye Injury	\$250	\$300	\$125	\$250
Fractures	\$75-\$2,000	\$250-\$5,000	\$160-\$4,000	\$320-\$8,000
Hospital Admission	\$400	\$1,200	\$625	\$625
Hospital Confinement (365 days)	\$150	\$250	\$150	\$150
Hospital ICU-Admission	\$750	\$2,000	\$625	\$625
Hospital ICU-Confinement (15 days)	\$300	\$500	\$200	\$200
Knee Cartilage-Torn	\$375	\$625	\$200	\$400
Laceration (based on size)	\$20-\$300	\$35-\$500	\$25-\$400	\$50-\$800
Lodging (30 days)	\$75	\$125	\$100	\$100
Medical Imaging Study	\$100	\$200	\$100	\$200
Prosthetic Device/Artificial Limb	\$250-\$500	\$750-\$1,500	\$1,500	\$1,500
Rehabilitation Unit Confinement (30) days	\$75	\$150	\$50	\$50
Ruptured Disc	\$375	\$625	\$200	\$200
Surgery-Cranial, Open Abdominal, Thoracic	\$750	\$1,250	\$500	\$500
Surgery-Exploratory or Arthroscopic	\$185	\$300	\$200	\$200
Tendon/Ligament/Rotator Cuff	\$375	\$625	\$200	\$200
Therapy	\$25	\$35	\$25 per visit (10) max	\$25 per visit (10) max
Transportation (30 days)	\$200	\$600	\$100	\$200
X-Ray	\$25	\$50	\$25	\$50



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee

Employee & Spouse

Employee & Children

Employee & Family

Accident Emergency Treatment

Accident Follow-Up Treatment

Accidental Death

Employee/Spouse

Child

Accidental Death (common carrier)

Employee and Spouse

Child

Ambulance-Air

Ambulance-Ground

Appliances

Blood/Plasma/Platelets

Burns (2nd to 3rd degree)

Burns-Graft

Catastrophic Accident

Employee and Spouse

Child

Coma

Concussion

Dislocation (open/closed) reduction

Emergency Dental Work (extraction/crown)

Eye Injury

Fractures

Hospital Admission

Hospital Confinement (365 days)

Hospital ICU-Admission

Hospital ICU-Confinement (15 days)

Knee Cartilage-Torn

Laceration (based on size)

Lodging (30 days)

Medical Imaging Study

Prosthetic Device/Artificial Limb

Rehabilitation Unit Confinement (30) days

Ruptured Disc

Surgery-Cranial, Open Abdominal, Thoracic

Surgery-Exploratory or Arthroscopic

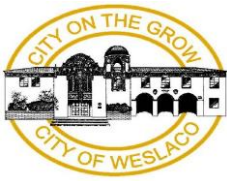
Tendon/Ligament/Rotator Cuff

Therapy

Transportation (30 days)

X-Ray

Option 8			
Trustmark			
Lake Forest, FL			
Salazar Insurance Group			
3 year rate			
	Low	Mid	High
Employee	\$7.58	\$9.43	\$12.61
Employee & Spouse	\$9.89	\$13.36	\$17.54
Employee & Children	\$10.84	\$15.56	\$20.78
Employee & Family	\$13.01	\$20.04	\$26.46
Accident Emergency Treatment	\$150	\$200	\$300
Accident Follow-Up Treatment	\$50	\$75	\$100
Accidental Death			
Employee/Spouse	\$25,000/\$10,000	\$50,000/\$25,000	\$70,000/\$35,000
Child	\$5,000	\$10,000	\$10,000
Accidental Death (common carrier)			
Employee and Spouse	\$50,000/\$20,000	\$100,000/\$50,000	\$140,000/\$70,000
Child	\$10,000	\$20,000	\$20,000
Ambulance-Air	\$1,000	\$1,500	\$2,000
Ambulance-Ground	\$200	\$300	\$400
Appliances	\$50	\$100	\$200
Blood/Plasma/Platelets	\$150	\$300	\$450
Burns (2nd to 3rd degree)	\$125-\$10,000	\$250-\$15,000	\$400-\$20,000
Burns-Graft	25% of benefit	25% of benefit	25% of benefit
Catastrophic Accident			
Employee and Spouse	\$25,000/\$10,000	\$50,000/\$25,000	\$70,000/\$35,000
Child	\$5,000	\$10,000	\$10,000
Coma	\$12,500	\$12,500	\$18,750
Concussion	\$100	\$150	\$200
Dislocation (open/closed) reduction	\$100-\$6,000	\$100-\$9,000	\$100-\$10,000
Emergency Dental Work (extraction/crown)	\$75/\$200	\$100/\$300	\$125/\$400
Eye Injury	\$100	\$300	\$400
Fractures	\$100-\$5,000	\$100-\$6,000	\$100-\$7,500
Hospital Admission	\$750	\$1,000	\$1,500
Hospital Confinement (365 days)	\$100	\$200	\$300
Hospital ICU-Admission	\$750	\$1,000	\$1,500
Hospital ICU-Confinement (15 days)	\$300	\$400	\$600
Knee Cartilage-Torn	\$250	\$500	\$750
Laceration (based on size)	\$25-\$600	\$50-\$800	\$50-\$1,000
Lodging (30 days)	\$100	\$100	\$100
Medical Imaging Study	\$100	\$200	\$300
Prosthetic Device/Artificial Limb	\$500	\$750	\$1,000
Rehabilitation Unit Confinement (30) days	\$100	\$100	\$150
Ruptured Disc	\$300	\$600	\$900
Surgery-Cranial, Open Abdominal, Thoracic	\$1,000	\$1,500	\$2,000
Surgery-Exploratory or Arthroscopic	\$100	\$150	\$200
Tendon/Ligament/Rotator Cuff	\$250	\$500	\$750
Therapy	\$25 per vist (10) max	\$30 per vist (10) max	\$50 per vist (10) max
Transportation (30 days)	\$150	\$150	\$150
X-Ray	\$25	\$50	\$75



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Accident)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Monthly Premium

Employee

Employee & Spouse

Employee & Children

Employee & Family

Accident Emergency Treatment

Accident Follow-Up Treatment

Accidental Death

Employee/Spouse

Child

Accidental Death (common carrier)

Employee and Spouse

Child

Ambulance-Air

Ambulance-Ground

Appliances

Blood/Plasma/Platelets

Burns (2nd to 3rd degree)

Burns-Graft

Catastrophic Accident

Employee and Spouse

Child

Coma

Concussion

Dislocation (open/closed) reduction

Emergency Dental Work (extraction/crown)

Eye Injury

Fractures

Hospital Admission

Hospital Confinement (365 days)

Hospital ICU-Admission

Hospital ICU-Confinement (15 days)

Knee Cartilage-Torn

Laceration (based on size)

Lodging (30 days)

Medical Imaging Study

Prosthetic Device/Artificial Limb

Rehabilitation Unit Confinement (30) days

Ruptured Disc

Surgery-Cranial, Open Abdominal, Thoracic

Surgery-Exploratory or Arthroscopic

Tendon/Ligament/Rotator Cuff

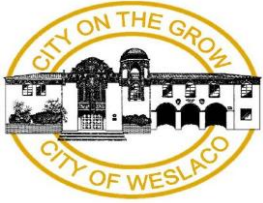
Therapy

Transportation (30 days)

X-Ray

Option 9		
Wellfleet		
Springfield, MA		
No Agent Specified		
2 year rate		
	Plan 2	Plan 3
Employee	\$9.47	\$12.47
Employee & Spouse	\$16.38	\$21.58
Employee & Children	\$17.18	\$22.62
Employee & Family	\$24.09	\$31.72
Accident Emergency Treatment	\$150	\$200
Accident Follow-Up Treatment	\$75	\$100
Accidental Death		
Employee/Spouse	\$40,000/\$20,000	\$50,000/\$25,000
Child	\$20,000	\$25,000
Accidental Death (common carrier)		
Employee and Spouse	\$80,000/\$40,000	\$100,000/\$50,000
Child	\$40,000	\$50,000
Ambulance-Air	\$750	\$1,250
Ambulance-Ground	\$150	\$250
Appliances	\$125	\$200
Blood/Plasma/Platelets	\$400	\$500
Burns (2nd to 3rd degree)	\$250-\$9,000	\$400-\$12,000
Burns-Graft	25% of benefit	25% of benefit
Catastrophic Accident		
Employee and Spouse	\$15,000	\$20,000
Child	\$15,000	\$20,000
Coma	\$15,000	\$20,000
Concussion	\$150	\$200
Dislocation (open/closed) reduction	\$250-\$2,000	\$300-\$3,000
Emergency Dental Work (extraction/crown)	\$350	\$450
Eye Injury	\$200	\$250
Fractures	\$250-\$2,500	\$300-\$4,000
Hospital Admission	\$1,000	\$1,500
Hospital Confinement (365 days)	\$150	\$200
Hospital ICU-Admission	\$2,000	\$3,000
Hospital ICU-Confinement (15 days)	\$300	\$400
Knee Cartilage-Torn	\$475	\$600
Laceration (based on size)	\$60-\$300	\$70-\$400
Lodging (30 days)	\$150	\$200
Medical Imaging Study	\$150	\$200
Prosthetic Device/Artificial Limb	\$600-\$1,200	\$700-\$1,400
Rehabilitation Unit Confinement (30) days	\$100	\$125
Ruptured Disc	\$475	\$600
Surgery-Cranial, Open Abdominal, Thoracic	\$1,000	\$1,500
Surgery-Exploratory or Arthroscopic	\$125	\$175
Tendon/Ligament/Rotator Cuff	\$275	\$350
Therapy	\$30 per visit (12) max	\$55 per visit (12) max
Transportation (30 days)	\$.30 per mile	\$.60 per mile
X-Ray	\$50	\$75

GROUP CANCER



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Cancer)
Review Date: June 26, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified

Rate Guarantee

Benefits

Employee Only
Employee & Spouse
Employee & Children
Employee & Family

First Occurrence

Hospitalization Related Benefits

Confinement **Insured-Spouse/Dep**
Physician's Attendance
Ambulance Ground
Private Duty Nursing Services

Transportation & Lodging

Family Lodging
Transportation
Outpatient Lodging

Extended Care Benefits

Hospice Care
Home Health Care Services

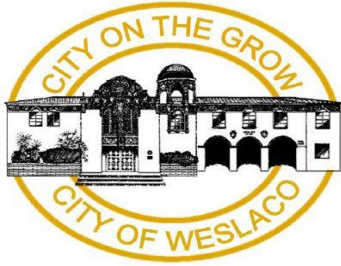
Dread Disease

Treatment Benefits

Radiation/Radio-Active Isotopes
Chemotherapy/Immunotherapy
Antinausea Medication
Blood/Plasma/Platelets
Bone Marrow Transplant
New or Experimental Treatment
Inpatient Surgery
Outpatient Surgery
Second Surgical Opinion
Reconstructive Surgery-Unit Value
Anesthesia
Physical-Speech Therapy
Prosthesis
Hair Prosthesis
Waiver of Premium

Current/Option 1		Option 2					Option 3	
Colonial Life Columbia, SC Salazar Ins. Group		Sunlife Wellsely Hills, MA Claire Landry					Wellfleet Springfield, MA No Agent Specified	
3 year rate		3 year rate					2 year rate	
<u>Level 2</u>	<u>Level 3</u>	<u>Level1/Level 2</u>	<u>Emp</u>	<u>Emp + Spouse</u>	<u>Emp + Children</u>	<u>Emp + Family</u>		<u>Rates</u>
\$10.70	\$17.30	Thru 49	\$14.05/\$33.01	\$23.89/\$56.12	\$15.43/\$36.31	\$25.27/\$59.42	Employee	\$22.63
		50-59	\$17.32/\$40.71	\$29.45/\$69.20	\$18.70/\$44.01	\$30.83/\$72.50	Emp+ Family	\$45.69
		60-64	\$27.63/\$64.92	\$46.96/\$110.36	\$29.01/\$68.22	\$48.34/\$113.66		
\$17.85	\$28.75	65+	\$37.00/\$86.93	\$62.89/\$147.77	\$38.38/\$90.23	\$64.27/\$151.07		
		<u>Level 1</u>		<u>Level 2</u>			This is a guaranteed issue (GI) policy that pays up to \$5,000	
\$1,000 - \$5,000	\$1,000 - \$5,000	No Benefit		\$5,000				
\$100	\$200	\$200		\$400			Spouse benefits are paid at 100% of (GI) amount and Children are paid at %50	
\$50	\$50	\$25		\$25				
\$100	\$100	\$250		\$250 ground - \$2,000 Air				
\$100	\$200	No Benefit		\$125				
\$50 daily (70) days	\$50 daily (70) days	No Benefit		\$100 per (90) day max				
\$0.40 per mile	\$0.40 per mile	No Benefit		\$500				
\$50 daily (70) days	\$50 daily (70) days	No Benefit		\$100 per (90) day max				
\$300	\$300	\$100		\$100				
\$300	\$300	No Benefit		\$50				
\$150 (\$5,000 max)	\$225 (\$7,500 max)	\$4,000 max		\$12,000 max				
\$150 (\$5,000 max)	\$225 (\$7,500 max)	\$4,000 max		\$12,000 max				
\$50 (\$200 max)	\$50 (\$200 max)	No Benefit		\$100				
\$150 (\$5,000 max)	\$225 (\$7,500 max)	\$50		\$50				
\$10,000	\$10,000	No Benefit		\$10,000 max				
\$300 (\$10,000 max)	\$300 (\$10,000 max)	No Benefit		\$50				
\$250 (\$750 max)	\$500 (\$1,500 max)	\$2,000 max		\$7,500 max				
\$250 (\$750 max)	\$500 (\$1,500 max)	\$2,000 max		\$7,500 max				
\$300 per day	\$300 per day	\$200		\$200				
\$30 (\$1,500 max)	\$60 (\$3,000 max)	No Benefit		\$350-\$2,500				
25% of benefit	25% of benefit	\$50-\$1,815		\$50-\$1,815				
Not Covered	Not Covered	No Benefit		No Benefit				
\$2000 lifetime	\$2000 lifetime	\$4,000 max		\$6,000 max				
\$200 lifetime	\$200 lifetime	\$200		\$300				
Yes	Yes	Yes		Yes				

HOSPITAL INDEMNITY



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Current

Trustmark
New York, NY

	<u>Employee</u>		<u>Employee & Spouse</u>		<u>Employee & Children</u>		<u>Employee & Family</u>	
	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 1</u>	<u>Plan 2</u>
18-49	\$11.44	\$17.81	\$19.72	\$32.59	\$22.58	\$37.31	\$30.90	\$52.09
50-59	\$17.25	\$27.69	\$31.50	\$52.65	\$28.38	\$47.23	\$42.64	\$72.19
60-64	\$25.61	\$42.16	\$48.45	\$81.99	\$36.75	\$61.66	\$59.63	\$101.53
65-70	\$36.01	\$60.10	\$69.42	\$118.21	\$47.15	\$79.60	\$80.60	\$137.71

Benefits

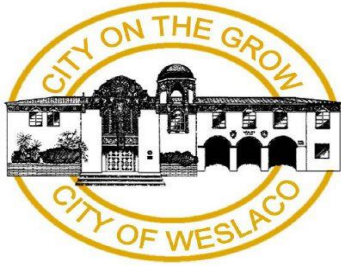
Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Plan 1

\$500
\$100 per day (364) day max
\$200 per day (364) day max

Plan 2

\$1,000
\$150 per day (364) day max
\$300 per day (364) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 1

Trustmark

Lake Forest, IL
Salazar Insurance Group
3 year rate

	Employee		Employee & Spouse		Employee & Children		Employee & Family	
	Plan 2	Plan 4	Plan 2	Plan 4	Plan 2	Plan 4	Plan 2	Plan 4
30-34	\$8.02	\$14.34	\$14.52	\$26.22	\$16.94	\$30.03	\$23.44	\$41.95
35-39	\$8.02	\$14.34	\$14.52	\$26.22	\$16.94	\$30.03	\$23.44	\$41.95
40-44	\$8.02	\$14.34	\$14.52	\$26.22	\$16.94	\$30.03	\$23.44	\$41.95
45-49	\$8.02	\$14.34	\$14.52	\$26.22	\$16.94	\$30.03	\$23.44	\$41.95
50-54	\$12.65	\$22.27	\$24.05	\$42.38	\$21.58	\$38.00	\$33.02	\$58.11
55-59	\$12.65	\$22.27	\$24.05	\$42.38	\$21.58	\$38.00	\$33.02	\$58.11

Benefits

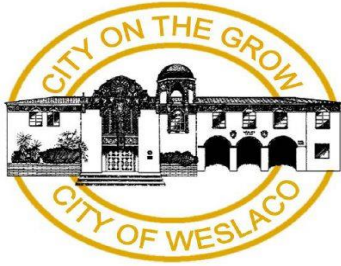
Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Low

\$500
\$100 per day (364) day max
\$100 per day (364) day max

High

\$1,000
\$150 per day (364) day max
\$150 per day (364) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 2

Colonial Life
Columbia, SC
Salazar Insurance Group
5 year rate

	<u>Employee</u>		<u>Employee & Spouse</u>		<u>Employee & Children</u>		<u>Employee & Family</u>	
	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 1</u>	<u>Plan 2</u>
17-49	\$8.28	\$12.51	\$15.89	\$23.49	\$12.56	\$18.59	\$20.16	\$29.57
50-59	\$11.57	\$17.06	\$23.31	\$34.20	\$15.84	\$23.13	\$27.59	\$40.28
60-64	\$16.16	\$23.85	\$33.30	\$49.32	\$20.43	\$29.93	\$37.58	\$55.40
65+	\$26.64	\$37.44	\$54.27	\$76.73	\$30.92	\$43.52	\$58.55	\$82.80

Benefits

Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

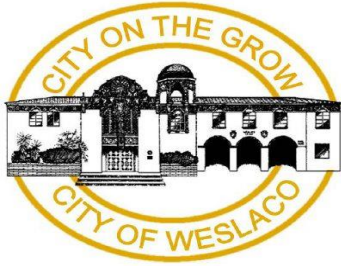
Plan 1

\$500
\$100 per day (364) day max
\$100 per day (364) day max

Plan 2

\$1,000
\$150 per day (364) day max
\$300 per day (364) day max

Offering multiple levels for buy-up



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 3

Mutual of Omaha

Omaha, NE
Salazar Insurance Group, Jeff Everitt & Associates, Texas Ins. Services Center, Tamez Financial, Newkirk & Newkirk
3 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Plan 1	\$9.00	\$15.00	\$20.00	\$26.00
Plan 2	\$14.00	\$25.00	\$33.00	\$43.00

Benefits

Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Plan 1

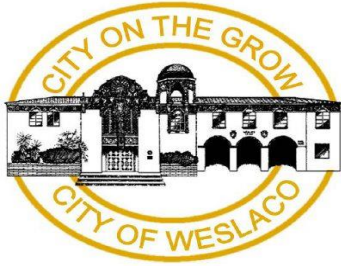
\$500

\$150 per day (30) day max
\$200 per day (30) day max

Plan 2

\$1,000

\$150 per day (30) day max
\$300 per day (30) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 4

The Standard
Portland, OR
Matt Shivers
3 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Option 1	\$10.34	\$17.71	\$15.01	\$26.42
Option 2	\$15.53	\$26.23	\$22.06	\$39.23
Option 3	\$22.46	\$38.25	\$31.89	\$56.68

Benefits

Hospital Admission
Hospital Confinement (per day)
Hospital ICU (per day)

Option 1

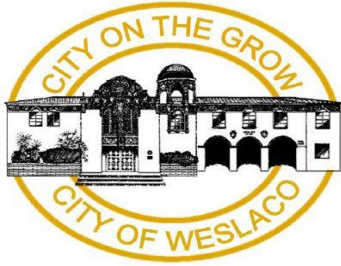
\$500
\$150 per day (15) day max
No Coverage

Option 2

\$1,000
\$200 per day (15) day max
No Coverage

Option 3

\$1,500
\$250 per day (15) day max
No Coverage



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 5

Sunlife

Wellsely Hills, MA
No Agent Specified
3 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Plan 1	\$20.61	\$43.51	\$34.29	\$57.19
Plan 2	\$38.13	\$80.85	\$63.07	\$105.79

Benefits

Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Plan 1

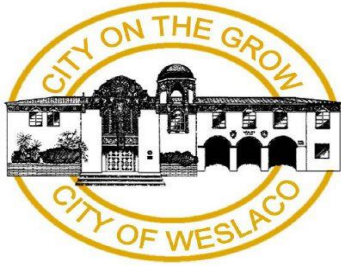
\$1,000

Plan 2

\$2,000

\$100 per day (30) day max
\$100 per day (10) day max

\$200 per day (30) day max
\$200 per day (10) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 6

United Healthcare
Hartford, CT
No Agent Specified
3 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Plan 1	\$5.78	\$14.96	\$12.79	\$23.55
Plan 2	\$10.32	\$26.94	\$22.68	\$42.08

Benefits

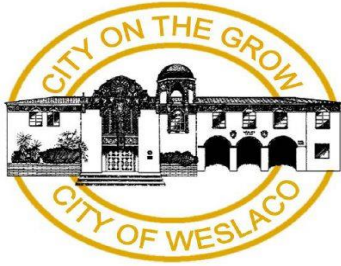
Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Plan 1

\$500
\$100 per day (364) day max
\$200 per day (364) day max

Plan 2

\$1,000
\$150 per day (364) day max
\$300 per day (364) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 7

UNUM

Houston, TX

Salazar Insurance Group, Jeff Everitt & Associates, Brown & Brown, Tamez Financial, Texas Ins. Service Center

3 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Plan 1	\$9.41	\$20.92	\$14.99	\$26.50
Plan 2	\$18.85	\$35.49	\$24.92	\$44.56

Benefits

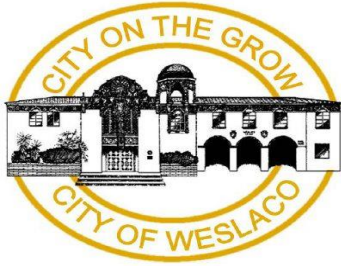
Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Plan 1

\$500
\$100 per day (365) day max
\$200 per day (30) day max

Plan 2

\$1,000
\$150 per day (365) day max
\$300 per day (30) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 8

Aflac
Columbia, SC
Salazar Insurance Group, Jeff Everitt & Associates, Yvonne Ortegón, Tamez Financial, Devout Benefits
2 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Low	\$14.42	\$24.76	\$20.72	\$31.06
Mid	\$22.10	\$40.32	\$32.86	\$51.08

Benefits

Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

Low

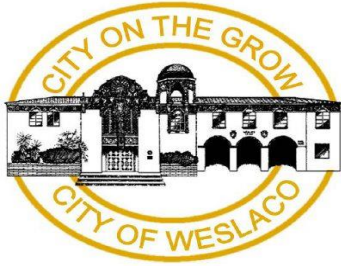
\$500

Mid

\$1,000

\$100 per day (31) day max
\$100 per day (10) day max

\$150 per day (31) day max
\$150 per day (10) day max



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Hospital Indemnity)
Review Date: June 25, 2023

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Rate Guarantee

Option 9

Wellfleet

Springfield, MA
No Agent Specified
3 year rate

<u>Plan</u>	<u>Employee</u>	<u>Employee & Spouse</u>	<u>Employee & Children</u>	<u>Employee & Family</u>
Plan 1	\$13.18	\$27.02	\$18.23	\$33.02
Plan 2	\$22.44	\$45.86	\$31.14	\$56.20

Benefits

Hospital Admission
Hospital Confinement (per day)
ICU Confinement (per day)

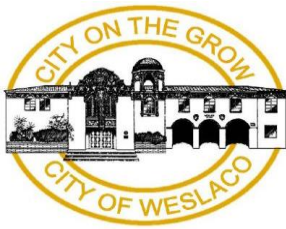
Plan 1

\$500
\$100 per day (365) day max
\$200 per day (30) day max

Mid

\$1,000
\$150 per day (365) day max
\$300 per day (30) day max

GROUP TERM LIFE & AD&D



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Term Life)
Review Date: June 26, 2023

General

Insurance Company
Claims payment office
Agent(s) Listed
Rate Guarantee
Portable

Current/Option 1

The Standard
Portland, OR
Jeff Everitt & Associates
3 year rate
Yes

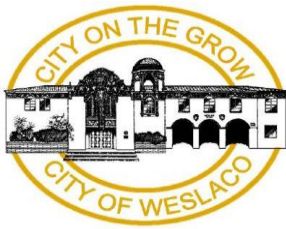
Monthly Premiums

Age	Term Life (Adults)		Child(ren)	AD & D
	Employee	Spouse	Term Life	
	Per \$1,000	Per \$1,000	Per \$1,000	Per \$1,000
>25	\$0.06	\$0.06	\$0.17	\$0.04
25-29	\$0.07	\$0.07		
30-34	\$0.09	\$0.09		
35-39	\$0.10	\$0.10		
40-44	\$0.17	\$0.17		
45-49	\$0.23	\$0.23		
50-54	\$0.42	\$0.42		
55-59	\$0.70	\$0.70		
60-64	\$0.90	\$0.90		
65-69	\$1.60	\$1.60		
70-74	\$3.90	\$3.90		
75+	\$3.90	\$3.90		
AD & D	\$0.03	\$0.04		

Rates are uni-tobacco & uni-sex

Benefit Reduction Schedule	
Age	Percentage
65	65%
70	50%
75	35%
80	

Guaranteed Issue Amount		
Employee	Spouse	Child
\$150,000	\$25,000	\$25,000



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Term Life)
Review Date: June 26, 2023

General

Insurance Company
Claims payment office
Agent(s) Listed
Rate Guarantee
Portable

Option 2

Colonial Life
Columbia, SC
Salazar Insurance Group
3 year rate
Yes

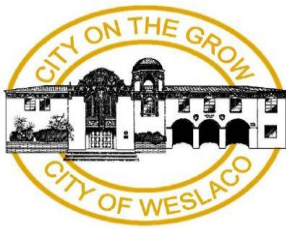
Monthly Premiums

<u>Age</u>	Term Life (Adults)		Child(ren)	AD & D
	Employee	Spouse	Term Life	
	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>
>25	\$0.05	\$0.05	\$0.20	\$0.03
25-29	\$0.05	\$0.05		
30-34	\$0.07	\$0.07		
35-39	\$0.10	\$0.11		
40-44	\$0.15	\$0.16		
45-49	\$0.23	\$0.25		
50-54	\$0.34	\$0.38		
55-59	\$0.50	\$0.55		
60-64	\$0.71	\$0.76		
65-69	\$1.02	\$1.08		
70-74	\$1.93	\$2.05		
75+	\$6.02	\$6.32		
AD & D	\$0.03	\$0.03		

Rates are Non-Tobacco

Benefit Reduction Schedule	
Age	Percentage
65	
70	65%
75	50%
80	50%

Guaranteed Issue Amount		
Employee	Spouse	Child
\$150,000	\$25,000	\$10,000



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Term Life)
Review Date: June 26, 2023

General

Insurance Company
Claims payment office
Agent(s) Listed
Rate Guarantee
Portable

Option 3

Mutual of Omaha

Omaha, NE
Salazar Ins. Group, Jeff Everitt, Texas Ins. Center, Tamez Financial, Newkirk & Newkirk
3 year rate
Yes

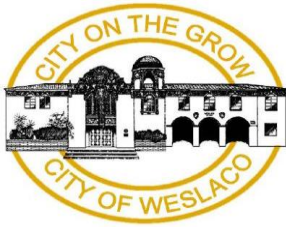
Monthly Premiums

<u>Age</u>	Term Life (Adults)		Child(ren)	AD & D
	Employee	Spouse	Term Life	
	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>
>25	\$0.06	\$0.06	\$0.17	\$0.03
25-29	\$0.07	\$0.07		
30-34	\$0.09	\$0.09		
35-39	\$0.10	\$0.10		
40-44	\$0.17	\$0.17		
45-49	\$0.23	\$0.23		
50-54	\$0.42	\$0.42		
55-59	\$0.70	\$0.70		
60-64	\$0.90	\$0.90		
65-69	\$1.60	\$1.60		
70-74	\$3.90	\$3.90		
75+	\$3.90	\$3.90		
AD & D	\$0.03	\$0.03		

Rates are Uni-Tobacco & Unisex

Benefit Reduction Schedule	
Age	Percentage
65	65%
70	50%
75	35%
80	

Guaranteed Issue Amount		
Employee	Spouse	Child
\$150,000	\$25,000	\$10,000



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Term Life)
Review Date: June 26, 2023

General

Insurance Company
Claims payment office
Agent(s) Listed
Rate Guarantee
Portable

Option 4

United Healthcare
Hartford, CT
No Agent Specified
3 year rate
Yes

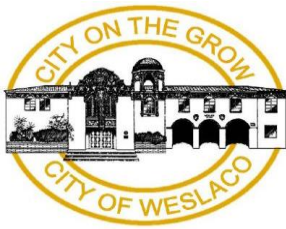
Monthly Premiums

Age	Term Life (Adults)		Child(ren)	AD & D
	Employee Per \$1,000	Spouse Per \$1,000	Term Life Per \$1,000	
>25	\$0.06	\$0.06	\$0.17	\$0.04
25-29	\$0.07	\$0.07		
30-34	\$0.09	\$0.09		
35-39	\$0.10	\$0.10		
40-44	\$0.17	\$0.17		
45-49	\$0.23	\$0.23		
50-54	\$0.42	\$0.42		
55-59	\$0.70	\$0.70		
60-64	\$0.90	\$0.90		
65-69	\$1.60	\$1.60		
70-74	\$3.90	\$3.90		
75+	\$3.90	\$3.90		
AD & D	\$0.03	\$0.04		

Rates are Uni-Tobacco & Unisex

Benefit Reduction Schedule	
Age	Percentage
65	65%
70	50%
75	35%
80	

Guaranteed Issue Amount		
Employee	Spouse	Child
\$150,000	\$25,000	\$10,000



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Term Life)
Review Date: June 26, 2023

General

Insurance Company
Claims payment office
Agent(s) Listed
Rate Guarantee
Portable

Option 5

Blue Cross/Blue Shield

Hartford, CT
No Agent Specified
2 year rate
Yes

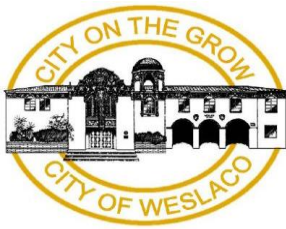
Monthly Premiums

<u>Age</u>	Term Life (Adults)		Child(ren)	AD & D
	Employee	Spouse	Term Life	
	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>
>25	\$0.05	\$0.05	\$0.17	\$0.04
25-29	\$0.06	\$0.06		
30-34	\$0.08	\$0.08		
35-39	\$0.09	\$0.09		
40-44	\$0.15	\$0.15		
45-49	\$0.21	\$0.21		
50-54	\$0.38	\$0.38		
55-59	\$0.63	\$0.63		
60-64	\$0.81	\$0.81		
65-69	\$1.44	\$1.44		
70-74	\$3.51	\$3.51		
75+	\$3.51	\$3.51		
AD & D	\$0.03	\$0.03		

Rates are Uni-Tobacco & Unisex

Benefit Reduction Schedule	
Age	Percentage
65	65%
70	50%
75	35%
80	

Guaranteed Issue Amount		
Employee	Spouse	Child
\$150,000	\$25,000	\$10,000



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products (Term Life)
Review Date: June 26, 2023

General

Insurance Company
Claims payment office
Agent(s) Listed
Rate Guarantee
Portable

Option 6

Sunlife

Wellesely Hills, MA
Claire Landry
3 year rate
Yes

Monthly Premiums

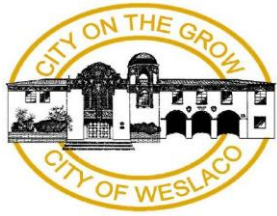
<u>Age</u>	Term Life (Adults)		Child(ren)	AD & D
	Employee	Spouse	Term Life	
	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>	<u>Per \$1,000</u>
>25	\$0.06	\$0.06	\$0.17	\$0.03
25-29	\$0.07	\$0.07		
30-34	\$0.09	\$0.09		
35-39	\$0.10	\$0.10		
40-44	\$0.17	\$0.17		
45-49	\$0.23	\$0.23		
50-54	\$0.42	\$0.42		
55-59	\$0.70	\$0.70		
60-64	\$0.90	\$0.90		
65-69	\$1.60	\$1.60		
70-74	\$3.90	\$3.90		
75+	\$3.90	\$3.90		
AD & D	\$0.03	\$0.03		

Rates are Uni-Tobacco & Unisex

Benefit Reduction Schedule	
Age	Percentage
65	65%
70	50%
75	35%
80	

Guaranteed Issue Amount		
Employee	Spouse	Child
\$150,000	\$25,000	\$10,000

FLEXIBLE SPENDING ADMINISTRATION



City of Weslaco

Summary of Comparative Cost
RFP # 2022-23-11 Ancillary Products
Flexible Spending Account (FSA)
Review Date: July 5, 2023

General

TPA Administrator
Claim Payment Office

Current/Option 1

Ameriflex
"NOT"
Jeff Blomster

Option 2

Creative Benefit Administrators
San Antonio, TX
Jeremy Sakulenzki

Description

Annual Renew Fee

Ameriflex

\$4.00 PPM*

Creative Benefit Administrators

\$3.50 PPM*

1. Includes one (1) Flexible Spending Account Debit Card per Participant
2. Dependent Care Administration
3. Online benefits administration
4. HSA Administration

Additional Options:

Cobra Administration: \$0.84 PPM

1. Includes one (1) Flexible Spending Account Debit Card per Participant
2. Dependent Care Administration
3. Online benefits administration
4. HSA Administration

Additional Options:

HSA only: \$3.00 PPM

HRA Administration: \$5.50 PPM (\$475) One-Time Setup

Cobra Administration: Option 1 (PEPM Basis) = \$1.00 PPM (\$1.00) PEPM one time

Common Remittance Administration: \$1.25 PPM (\$900) One Time Setup



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6745	
From:			
Subject: Discussion and consideration to award the Employer Paid Life Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Recommendations will be presented and discussed at the meeting.			
Staff Recommendation:			
Attachments, if any: MEMO COMMISSION RFP EMPLOYER PAID LIFE INSURANCE 2022-23-10, DEARBORN RENEWAL			
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: July 28, 2023

TO: Mayor and City Commission

CC: Martin Garza, City Manager

FROM: Luz Galindo, Human Resources Director

SUBJECT: RFP #2022-23-11 Employer Paid Life Insurance

Two (2) proposals were received and reviewed by committee of 5. (Roger Garza & Xavier Leal – Consultant Firm, Martin Garza – City Manager, Luz Galindo – HR Director, Sonia Flores - Asst Finance Director, and Homer Rhodes – Purchasing Agent). The responding carriers are Mutual of Omaha and Unum.

However we did receive a renewal from incumbent carrier Dearborn which shows an increase in rate compared to current rates.

Recommendations will be presented and discussed at the meeting.



BlueCross BlueShield of Texas

701 E. 22nd Street, Suite 300 - Lombard, IL 60148

CITY OF WESLACO
ATTN: LUZ GALINDO
255 S KANSAS AVE
WESLACO TX 78596

May 5, 2023

Subject: Renewal Analysis

Group Policy Number: GFZ00375

Anniversary Date: October 1, 2023

Dear Policyholder:

We would like to thank you for allowing us the opportunity to provide you and your employees with Group insurance products. We have reviewed the current demographics of your group insurance programs. As a result, it will be necessary to change the rates of your benefit program which will be effective on the anniversary date. Rates will be guaranteed until October 1, 2024.

Products	Current Rates	Renewal Rates
Life	\$0.132 per \$1,000	\$0.165 per \$1,000
AD&D	\$0.033 per \$1,000	\$0.033 per \$1,000

If you have any questions pertaining to your renewal, or would like more information including the availability of other products as well as a quote for additional benefit programs, please contact your local Blue Cross and Blue Shield of Texas Ancillary sales office or insurance broker.

We value our relationship with you and look forward to providing quality service to you in the future.

Sincerely,

Ancillary Underwriting Department

Cc TAMEZ CARLOS
PO BOX 8334
WESLACO TX 78599



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6777	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to accept and file the Financial Reports (unaudited) as of June 30, 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 presented and recommended by the Finance Director.			
Staff Recommendation:			
Attachments, if any: 063023 QTRLY REPORTS MEMO, 063023 Financial Statements			
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: July 28, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending June 30, 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 June 30, 2023.

General fund had an operating surplus of \$4,219,930. Sales taxes received maintain a 5% increase from FY 2022. Advalorem taxes collection rate was 95.89% at the end of June. We continue to maintain a strong number of working capital days. (127 days)

Water/Wastewater is showing a \$416,263 surplus when calculating the net change of revenues over expenditures. Currently we have 85 days in working capital.

Solid Waste fund net change in fund equity reflects a surplus of \$370,168. We currently have -10 working capital days.

Airport fund still reflects a negative net change.

Staff recommends acceptance and filing of these reports.

.

.

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - GENERAL FUND COMBINED
June 30, 2023
(Unaudited)

ASSETS

Cash and Equivalents	15,380,447	
Investment in Lease	-	
A/R Taxes-Current & Delinquent	819,610	
A/R Other	1,802,565	
A/R Ambulance Fees	1,932,628	
Due from other Funds	1,945,469	
Due from other Govt	276,188	
Inventory	191,842	
Prepaid Expense	1,760	
Restricted Assets (PEG)	577,971	
TOTAL ASSETS	22,928,480	-

LIABILITIES

Accounts Payable	528,209	
Accrued Salaries & Wages	1,827	
Due to other Funds	426,660	
Other Liabilities	367,722	
Escrow	1,406,952	
Trusts	577,971	
Deposits	4,998	
Deferred Revenues	4,029,259	
TOTAL LIABILITIES	7,343,597	-

FUND BALANCE

Nonspendable fund balance	98,719	
Restricted fund balance	1,500,000	
Committed fund balance	4,000,000	
Unassigned fund balance	5,766,235	
Change in net position	4,219,930	-
TOTAL FUND BALANCE	15,584,884	

TOTAL LIABILITIES AND FUND BALANCE	22,928,481	-
---	-------------------	---

CITY OF WESLACO, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GENERAL FUND COMBINED

June 30, 2023

REVENUES	Actual	Annual Budget
Ad Valorem Taxes	10,643,829	11,122,348
Sales Tax	10,901,073	13,928,907
Franchise Taxes	1,231,102	1,905,972
Permits & Licenses	723,138	922,300
Intergovernmental Revenue	1,270,140	2,130,379
Charges for Services	1,744,625	2,370,130
Fines and Forfeitures	386,151	624,060
Investment Income	439,540	445,000
Rentals and Royalties	15,447	19,019
Other Revenue	144,874	170,752
TOTAL REVENUES	27,499,919	33,638,867
EXPENDITURES		
General Government	3,011,915	4,242,242
Judicial and Legal	466,093	574,146
Public Safety	13,417,193	17,151,002
Public Works	449,658	741,921
Streets and Highways	1,819,117	2,215,843
Planning, Inspections & Engineering	945,337	1,665,440
Culture and Recreation	1,287,410	1,861,492
Nondepartmental	582,513	951,110
Capital Outlay	1,071,650	812,260
Debt Service	210,469	275,470
TOTAL EXPENDITURES	23,261,355	30,490,926
EXCESS OF REVENUES OVER EXPENDITURE	4,238,564	3,147,941
OTHER FINANCING SOURCES (USES)		
Transfers In	1,117,921	1,490,561
Transfers In (Out)	(1,136,555)	(1,479,525)
Other Financing Sources	-	250,000
OTHER SOURCES (USES)	(18,635)	261,036
NET CHANGE IN FUND BALANCE	4,219,930	3,408,977
Fund Balance - October 1 (Beginning)	11,849,309	
Fund Balance - June 30 (Ending)	16,069,239	
Number of days in working capital	127	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & WASTEWATER FUND COMBINED
June 30, 2023
(UNAUDITED)

	WATER	WASTEWATER	COMBINED
ASSETS			
Cash and Equivalents	1,417,922	134,146	1,552,068
Restricted Cash	1,729	-	1,729
Current Receivables	1,075,478	988,611	2,064,089
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	13,808,949	29,235,675	43,044,624
LIABILITIES			
Accounts Payable	59,118	139,870	198,989
Accrued Salaries & Wages	87,436	8,625	96,061
Customers Deposits	1,555,411	-	1,555,411
Due to Other Funds	(269)	(269)	(539)
Lease Payable	527,602	247,917	775,519
Other Liabilities	555,061	162,718	717,779
Deferred Resource Inflow	174,698	41,176	215,874
Long Term Liabilities - Bonds/Leases	4,490,180		4,490,180
TOTAL LIABILITIES	7,449,237	600,037	8,049,273
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	565,187	(100,675)	464,513
TOTAL FUND EQUITY	6,359,712	28,635,638	34,995,351
TOTAL LIABILITIES AND FUND EQUITY	13,808,949	29,235,675	43,044,624

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
June 30, 2023

			Combined	Annual
REVENUES	WATER	WASTEWATER	Actual	Budget
Charges for Services	5,684,063	4,055,215	9,739,277	13,490,620
Utility Billing Penalties	107,345	88,117	195,462	255,000
Other Financing Sources (CIP)	-	584,232	584,232	710,000
Other Revenue	146,469	15,033	161,503	224,531
TOTAL REVENUES	5,937,876	4,742,597	10,680,474	14,680,151
EXPENDITURES				
Treatment	1,469,218	1,110,483	2,579,701	3,472,236
Distribution & Collection	546,248	1,409,036	1,955,284	2,408,858
Utility Billing	379,582	-	379,582	401,635
Water Meter Division	125,140	-	125,140	153,778
Capital Outlay	952,509	235,703	1,188,212	947,523
Debt Service/Leases	527,472	58,552	586,024	586,023
TOTAL EXPENDITURES	4,000,168	2,813,774	6,813,942	7,970,053
EXCESS OF REVENUES OVER EXPENDITURES	1,937,708	1,928,823	3,866,532	6,710,098
OTHER FINANCING SOURCES (USES)				
Transfers In	-	819,010	819,010	819,010
Transfers (Out)	(1,420,771)	(2,848,508)	(4,269,279)	(6,626,060)
OTHER SOURCES (USES)	(1,420,771)	(2,029,498)	(3,450,269)	(5,807,050)
NET CHANGE IN FUND EQUITY	516,937	(100,675)	416,263	903,048
Fund Balance - October 1 (Beginning)			39,537,869	
Fund Balance - June 30 (Ending)			39,954,132	
Number of days in working capital			85	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
6/30/2023
(UNAUDITED)

ASSETS

Cash and Equivalents	(726,475)
Current Receivables	811,731
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	2,523
Assets, net of Depr	6,170,630
TOTAL ASSETS	8,258,409

LIABILITIES

Accounts Payable	86,003
Accrued Salaries & Wages	55,163
Other Liabilities	10,961
Due to Other Funds	145
Noncurrent Liabilities	5,774,404
Deferred Resource Inflow	9,052
TOTAL LIABILITIES	5,935,729

FUND EQUITY

Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	1,952,513
Change in net position	370,168
TOTAL FUND EQUITY	2,322,680

TOTAL LIABILITIES AND FUND EQUITY	8,258,409
--	------------------

*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
June 30, 2023

	Solid Waste Collection	Brush Collection	Combined Actual	Annual Budget
REVENUES				
Intergovernmental Revenue	24,048		24,048	-
Charges for Services	3,549,121	1,001,554	4,550,675	5,898,217
Other Revenue	78,651	-	78,651	90,000
TOTAL REVENUES	3,651,820	1,001,554	4,653,374	5,988,217
EXPENDITURES				
Collection	1,809,964	-	1,809,964	2,097,605
Transfer Station/Recycling	-	113,239	113,239	133,763
Landfill	42,693		42,693	48,000
Brush Collection	-	440,447	440,447	639,779
Capital Outlay	239,596	22,036	261,632	668,554
Debt Service	-	771,482	771,482	896,769
TOTAL EXPENDITURES	2,092,253	1,389,896	3,439,456	4,484,471
EXCESS OF REVENUES OVER EXPENDITURES	1,559,567	(388,342)	1,213,918	1,503,746
OTHER FINANCING SOURCES (USES)				
Other Financing Sources	-		-	645,754
Transfers In	-		-	
Transfers (Out)	(843,750)		(843,750)	(1,125,000)
OTHER SOURCES (USES)	(843,750)	-	(843,750)	(479,246)
NET CHANGE IN FUND EQUITY	715,817	(388,342)	370,168	1,024,500
Fund Balance - October 1 (Beginning)	1,958,289			
	-			
Fund Balance - September 30 (Ending)	2,285,764			
Number of days in working capital	-10			

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - AIRPORT FUND
June 30, 2023

ASSETS

Cash and Equivalents	(298,809)
Due from Other Government	-
Current Receivables	151,428
Lease Receivable	287,723
Inventory	65,519
Restricted Assets	100
Deferred Resource Outflow	16,798
Assets, net of Depr	14,297,274
TOTAL ASSETS	14,520,035

LIABILITIES

Accounts Payable	210,831
Accrued Salaries & Wages	34,702
Due to Other Funds	1,945,469
Due to Other Governments	-
Other Liabilities	86,916
Deferred Resource Inflow	340,950
Notes Payable	1,343,280
TOTAL LIABILITIES	3,962,149
Reserved fund equity	-
Unreserved fund equity	10,853,936
Change in net position	(296,050)
TOTAL FUND EQUITY	10,557,886
TOTAL LIABILITIES AND FUND EQUITY	14,520,035

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
AIRPORT FUND
June 30, 2023

REVENUES	Actual	Annual Budget
Charges for Services	674,963	700,350
Rentals	68,678	146,162
Intergovernmental Revenue	90,262	50,000
Other Revenue	720	2,100
TOTAL REVENUES	834,623	898,612
EXPENDITURES		
Airport Operations	885,281	1,009,644
Capital Outlay	358,979	156,500
Debt Service	73,914	93,257
TOTAL EXPENDITURES	1,318,174	1,259,401
EXCESS OF REVENUES OVER EXPENDI.	(483,550)	(360,789)
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	187,500	265,000
OTHER SOURCES (USES)	187,500	265,000
NET CHANGE IN FUND EQUITY	(296,050)	(95,789)
Fund Balance - October 1 (Beginning)	10,853,937	
Fund Balance - September 30 (Ending)	10,557,887	
Number of days in working capital	-135	



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6778	
From:			
Subject: Discussion and consideration to accept and file the Quarterly Investment Report for the period ending June 30, 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: 063023 QTRLY INVESTMENT MEMO, 063023 Quarterly Investment Report			
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: July 28, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Quarterly Investment Report for Period Ending June 30, 2023

I respectfully submit the Quarterly Investment for the period ending June 30, 2023.

Interest payments collected continue to surpass the budgeted amount. We collected \$663,006 in the 3rd quarter of fiscal year 2023.

Total interest earned to date is \$1,480,629, which \$433,240 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
June 30 2023

Deposits:

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

Total

3rd Quarter	2nd Quarter	1st Quarter
06/30/23	03/31/23	12/31/22
\$ 7,876,952	\$ 15,090,742	\$ 7,552,856
900,581	889,552	879,863
53,980,161	48,331,997	37,876,205
241,259	240,841	240,629
\$ 62,998,954	\$ 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

3rd Quarter	2nd Quarter	1st Quarter
06/30/23	03/31/23	12/31/22
0.10%	0.10%	0.10%
5.05%	4.61%	3.98%
5.30%	4.80%	4.28%
0.35%	0.35%	0.35%

Total Interest Earned for Period

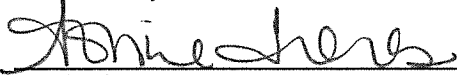
Total Interest
Average Return
Benchmark - 4 week T-Bill Rate
Weighted Average Maturity (Days)

\$ 663,006.22	468,657	348,966
4.63%	3.68%	3.59%
5.08%	4.60%	3.95%
1.07	1.41	2.03

Total Interest Earned Year to Date **\$ 1,480,629**

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).

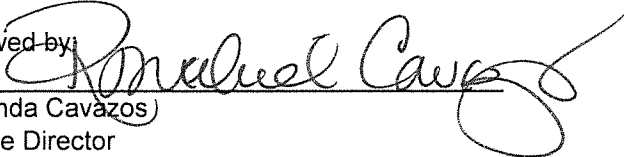
Prepared by:



Sonia Flores
Assistant Finance Director

7/28/23
Date

Reviewed by:


Rosalinda Cavazos
Finance Director

07/28/23
Date



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6787	
From: Albert Aldana			
Subject: Discussion and consideration of a proposed Memorandum of Agreement (MOA) with Research Applied Technology Education Service, Inc (RATES) for the preparation of a Regional Texas Pollutant Discharge Elimination System (TPDES) Stormwater Program Plan and Permit. 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: 07-27-23CC_MOA for MS4 Permit, SWMP MOA Weslaco			
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

July 27, 2023

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

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

**RE: MOA WITH RATES FOR THE PREPARATION
OF A STORMWATER PROGRAM AND PLAN**

This item seeks your approval of a proposed Memorandum of Agreement (MOA) with Research Applied Technology and Education & Service, Inc (RATES) for the preparation of a regional Texas Pollutant Discharge Elimination System (TPDES) Stormwater Management Program Plan and permit.

RATES will prepare a Regional Stormwater Management Program (SWMP) Plan in compliance with Texas Commission on Environmental Quality (TCEQ) regulations for Phase II Stormwater Rules. RATES will also prepare a Notice of Intent (NOI) as required by TCEQ. The city will be responsible for TCEQ fees to assure receipt of the MS4 permit. These services will be performed for a fee of \$8,000.00.

Staff recommends approval.

Sincerely,
Albert J. Aldana, P.E.

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

MEMORANDUM OF AGREEMENT
by and between
CITY OF WESLACO
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK
FORCE PARTNERSHIP, INC.
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Program Plan
For the Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Agreement (hereafter termed “MOA”) is entered into by and between **CITY OF WESLACO**, a political subdivision of the State of Texas (hereafter referred to as “CITY”) and **THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as “TASK FORCE”), 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 TASK FORCE agree to enter into this MOA as a manner by which TASK FORCE can actively participate in this CITY’S effort to respond and comply with the *Texas Commission on Environmental Quality* (“TCEQ”) *TPDES Phase II Stormwater Rules* for the 5th MS4 (municipal separate stormwater sewer system) permit period to begin in 2024. CITY desires to participate in the development of a Regional TPDES Stormwater Permit Application, since such participation will provide CITY with:

- A. A cost-effective approach in developing its Stormwater MS4 program.
- B. A regional strategy to assure local resources are shared and utilized effectively.
- C. Compliance support to include technical, administrative, and training tasks.

1.02 TASK FORCE desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System (“TPDES”) Stormwater Permit Application, since such participation will provide TASK FORCE with an avenue for students and stakeholders to:

- A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations.

- B. Gain knowledge and experience in the process and procedures of technical, financial, and managerial compliance with governmental environmental regulations.
- C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development; and,
- D. Study, research, and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2 TERM

- 2.01** *Fixed Term:* This **MOA** commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this **MOA**.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **TASK FORCE**, this **MOA** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This **MOA** 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.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* **CITY** agrees to pay **TASK FORCE \$8,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to **TASK FORCE** and delivered at the address indicated in Section 5.01 of this **MOA**. Payment must be made within fourteen (14) days after execution of this **MOA**. Failure of **CITY** to make such payment within the prescribed time, and without a written extension from **TASK FORCE**, will result in this **MOA** terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
 - A. **CITY** will provide information and documentation requested by **TASK FORCE** within two (2) weeks. **CITY** will assign a point of contact to oversee this project, and provide to **TASK FORCE**, in writing, the name and contact information of the point(s) contact. **CITY** will perform field work and any other effort necessary to fulfill a request by **TASK FORCE** associated with this item 4.01(A), if

necessary.

- B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement and any fees due to the TCEQ to assure the MS4 permit is provided to the **CITY** by the TCEQ.
- C. The **CITY** may make recommendations to **TASK FORCE**.
- E. **CITY** shall submit SWMP and NOI to TCEQ upon completion, but prior to any deadlines established by the TCEQ. **TASK FORCE** shall provide guidance and assure timely submittal of all MS4 permit documents.

4.02 The following rights and duties will be held or performed by **TASK FORCE**:

- A. Governance:
 - 1. **TASK FORCE** will provide **CITY** with an update of the work progress as requested.
 - 2. **TASK FORCE** will provide the following pursuant to TCEQ regulations:
 - a. Regional Stormwater Management Program (SWMP) Plan
 - b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.
 - 3. **TASK FORCE** shall provide guidance.
- B. **TASK FORCE** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- C. Funding paid to **TASK FORCE** will be utilized by **TASK FORCE** 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.
- D. **TASK FORCE** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.
- E. Implementation of the BMPs included in the SWMP is beyond the scope of this **MOA** but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Fee payment or notices required under this **MOA** 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 **TASK FORCE** 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
Alberto J. Aldana, P.E.
255 S. Kansas Ave.
Weslaco, TX 78596
A@weslacotx.gov
(956) 968-3181
(956) 973-3128 (Fax)
aaldana@weslacotx.gov

TASK FORCE: TASK FORCE
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrero@lrgvstormwatertaskforce.org
956-929-7189

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this **MOA** 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 **MOA**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **MOA**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **MOA**, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TASK FORCE**.
- 5.04** Applicable Law: This **MOA** 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 **MOA** and held by **CITY** and **TASK FORCE** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TASK FORCE** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.
- 5.06** Non-waiver: A waiver by either **CITY** or **TASK FORCE**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.

- 5.07** Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this **MOA** is illegal, invalid, or unenforceable under present or future law, **CITY** and **TASK FORCE** intend that the remaining clauses or provisions of this **MOA** will not be affected and will remain in full force and effect.
- 5.09** Entire MOA: This **MOA** contains the final and entire **MOA** between **CITY** and **TASK FORCE**, 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 **MOA** 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 **MOA**.
- 5.11** Nondiscrimination: **CITY** and **TASK FORCE**, 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 **MOA**.
- 5.12** Dispute Resolution:
- A. Any controversy claim or dispute between **CITY** and **TASK FORCE** regarding this **MOA** relating to the provisions of this **MOA** or the breach, termination or validity thereof shall, upon written request of any 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 Mr. Javier Guerrero of the **TASK FORCE**.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY COUNCIL**.

“CITY”
CITY OF WESLACO

By: _____
David Suarez
Mayor

ATTEST:

By: _____
NAME
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____ day of _____, 2023, by **TASK FORCE**, by its duly authorized officer.

“TASK FORCE”
LRGV TPDES STORMWATER TASK FORCE
PARTNERSHIP, INC.

By: _____
Javier Guerrero
Executive Director



Standardized Agenda Request Form

Date of Meeting: August 1, 2023		Agenda Item No. (to be assigned by CSO): 2023-6788	
From: Albert Aldana			
Subject: Discussion and consideration of the proposed Memorandum of Agreement (MOA) with Research Applied Technology Education Service, Inc (RATES) for the use of the City's Public Works Facility located at 1902 N Stephens Blvd. 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: 07-27-23CC_MOA for Use of Public Works Facility, MOA RATES space Weslaco Public Works_230616			
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

July 27, 2023

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

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

**RE: MOA WITH RATES FOR THE USE
OF CITY'S PUBLIC WORKS FACILITY**

This item seeks your approval of a proposed Memorandum of Agreement (MOA) with Research Applied Technology and Education & Service, Inc (RATES) for the use of our Public Works Facility located at 1912 Joe Stephens Ave.

RATES proposes to use some space within the facility to assemble Real Time Hydrologic Stations (RTHS), storage of ancillary equipment and supplies, and for delivery of education, outreach, and training activities. Our facility provides a centrally located staging area from which the RATES team could more effectively mobilize and efficiently deploy the RTHS within the region.

In return, RATES will install two RTHS at locations of our choosing. These RTHS stations can alert us of rising stormwater levels on our ditches and other useful information. RATES will also provide operation and maintenance of the RTHS at no cost during the performance period of the MOA.

Staff recommends approval.

Sincerely,
Albert J. Aldana, P.E.

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

MEMORANDUM OF AGREEMENT
by and between
CITY OF WESLACO
and
RESEARCH, APPLIED TECHNOLOGY, EDUCATION, & SERVICE, INC.
(RATES)
For Use of the City of Weslaco Public Works Facility in support of the Texas
Water Development Board Flood Infrastructure Fund Valley-wide Category 1
Planning Grant Funded Project

This Memorandum of Agreement (MOA) (hereafter termed “**MOA**”) is entered into by and between **CITY OF WESLACO** (hereafter referred to as (“**CITY**”) and **RESEARCH, APPLIED TECHNOLOGY, EDUCATION, & SERVICE, INC. (RATES)**, a Texas 501(c)3 Nonprofit Corporation.

SECTION 1
PURPOSE

- 1.01** **CITY** and **RATES** agree to enter into this **MOA** as a manner by which **RATES** can utilize the City Public Works facility located at 1902 Joe Stephens, Weslaco, TX for assembly of Real Time Hydrologic Stations (RTHS), for storage of ancillary equipment and supplies, and for delivery of education, outreach and training activities.
- 1.02** The Texas Water Development Board (TWDB) awarded the Lower Rio Grande Valley Development Council (LRGVDC) and **RATES** a Flood Infrastructure Fund (FIF) subrecipient grant in 2021.
- 1.03** The counties of Hidalgo, Willacy, and Cameron have committed to more than \$800K in matching funds through their respective memberships\affiliations with the Stormwater Task Force, initially a program within **RATES**, and later through the Lower Rio Grande TPDES Storm Water Task Force Partnership, Inc.
- 1.04** The **CITY** is a member of the Task Force and of the LRGVDC.
- 1.05** The scope of work in TWDB LRGVDC FIF and LRGVDC-RATES Contract No. 2021-01 in part includes the installation of RTHS throughout the LRGV including areas near the City of Weslaco region. Locating the RTHS staging area at the City Public Works facility will enable the project team to target the entire region effectively and efficiently by using this centrally located facility.

SECTION 2
TERM

- 2.01** *Fixed Term:* This term of this **MOA** will be for three (3) years, commencing on the date of execution of final signature. Upon the written, mutual consent of **CITY** and **RATES**, this **MOA** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.

- 2.02** *Cancellation:* This **MOA** may be cancelled without cause, by either party by giving thirty (30) calendar days written notice to the other party of its intent to cancel the MOA.

SECTION 3 RIGHTS AND DUTIES

- 3.01** The following rights and duties will be performed by the **CITY**:

- A. **CITY** will provide space at the City Public Works Facility for **RATES** at no cost.
- B. **CITY** will provide secured storage space and staging areas as needed for monitoring equipment, vehicles, boats, storage units, and other research-related items required for active and future associated research projects.
- C. **CITY** will allow **RATES** to install lockers, locks, or take other actions to prevent access to the **RATES** stored assets by anyone other than **RATES** employees.
- D. **CITY** personnel will assist **RATES**-RGV staff with coordination of access to the facility.

- 3.02** The following rights and duties will be held or performed by **RATES**:

- A. **RATES** will provide all equipment and supplies needed for the general activities mentioned in this MOA. All stored and deployed assets, including the RTHS and supporting equipment needed to fulfill 3.02(B) below, shall remain the property of **RATES** and may be removed at the end of this MOA.
- B. **RATES** will provide two (2) RTHS to the **CITY** at no cost. The installation of the RTHS will be provided at no cost, but will require **CITY** staff to assist with permitting, excavating if any, landscape preparation and upkeep, and monitoring.
- C. Operation and Maintenance of the **RTHS** will be provided at no cost during the performance period of this **MOA**.

SECTION 4 MISCELLANEOUS

- 4.01** *Addresses:* Notices required under this **MOA** 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** 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
Alberto J. Aldana, P.E.
255 S. Kansas Ave.
Weslaco, TX 78596
(956) 968-3181
(956) 973-3128 (Fax)
aaldana@weslacotx.gov

RATES: RATES
C/O Jodi Lees
P.O. Box 697
Edinburg, TX 78540
[jelees@ratesrgv.org](mailto:jlees@ratesrgv.org)
956-540-9384

- 4.02** Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than a contractual relationship, between **CITY** and **RATES**.
- 4.03** Applicable Law: This **MOA** is construed under and in accordance with the laws of the State of Texas.
- 4.04** Cumulative Rights: All rights, options, and remedies contained in this **MOA** and held by **CITY** and **RATES** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **RATES** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.
- 4.05** Non-waiver: A waiver by either **CITY** or **RATES**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.
- 4.06** Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.
- 4.07** Severability: If any clause or provision of this **MOA** is illegal, invalid, or unenforceable under present or future law, **CITY** and **RATES** intend that the remaining clauses or provisions of this **MOA** will not be affected and will remain in full force and effect.
- 4.08** Entire MOA: This **MOA** contains the final and entire **MOA** between **CITY** and **RATES**, 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.
- 4.09** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **MOA** 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 **MOA**.

4.10 Nondiscrimination: **CITY** and **RATES**, 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 **MOA**.

4.11 Dispute Resolution:

- A. Any controversy, claim or dispute between **CITY** and **RATES** regarding this **MOA** relating to the provisions of this **MOA** or the breach, termination or validity thereof shall, upon written request of any party, immediately be referred jointly for resolution by non-binding mediation by a mutually agreed upon mediator.
- 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**.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY** Council.

“CITY”
CITY OF WESLACO

By: _____
David Suarez
Mayor

ATTEST:

By: _____
Name
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____ day of _____, 2023, by **RATES**, by its duly authorized officer.

**“RATES”
RESEARCH, APPLIED, TECHNOLOGY,
EDUCATION, & SERVICE, INC.-
RIO GRANDE VALLEY**

By: _____

Andrew Ernest, P.E., Ph.D.
Chief Operating Officer