



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, NOVEMBER 6, 2023**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Monday, November 6, 2023 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral Recognition.
 - 1) Proclamation - UTRGV
 - 2) Proclamation Small Business Week

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. PRESENTATION

- A. UTRGV President Dr. Guy Bailey - presentation on state and national rankings of UTRGV.

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 Special Meeting on October 10, 2023 and Regular Meeting on October 17, 2023. (Staffed by City Secretary Department.) Attachment.
- B. Approval to authorize the Mayor Joe V. Sanchez Public Library staff to implement a Food for Fines program supporting local food drives and the RGV Food Bank during Holiday Season, implement a Toy Drive to support local toy drives and authorize the Mayor to execute any related document. (Staffed by Library Department.) Attachment.
- C. Approval to accept donated monies and gift donations from local vendors and/or the public for library programming within Fiscal Year 2023-2024 and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.
- D. Approval to accept BC- Body Worn Camera (BWC) Program Grant # 4367802 for the amount of \$26,957.91 with a 25% match (\$8,985.97) and a total project cost of \$35,943.88 to purchase a server/storage/backup, body-worn cameras and installation service and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- E. Approval of the six-month extension for the Final Plat for Sayyed Commercial Development being a 2.960-acre out of farm tracts 1065, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Southeast corner of Mile 11 North & FM 1015 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- F. Approval of six-month extension for the Final Plat for Rio Stone Subdivision Phase I being a 23.05-acre out of farm tracts 648 & 649, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 340 ft south of mile 6 ½ north along the west side of Milano Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- G. Approval of a six-month extension for the Final Plat for Rio Stone Subdivision Phase II being a 14.19-acre out of farm tracts 648 & 649, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 340 ft south of mile 6 ½ north along the west side of Milano Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- H. Approval of six-month extension for the Final Plat for Greener Pastures Mobile Home Subdivision PH II– being A 3.94 acre tract of land out of Lot 82,133,134,135 and 136,

Greener Pastures Mobile Home Subdivision, Weslaco, Hidalgo County, Texas located approximately on Main Gate Drive and Corral Drive and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.

- I. Approval of the correction of a cooperative that was initially approved as buyboard to HGACBuy Contract # FS12-19 for the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus at a cost not to exceed the amount of \$1,582,819 out of the Fire Department Apparatus Replacement Program and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- J. Approval for software maintenance and support renewal agreement for Tyler Technologies Incode system with Financial, Billing, Utility and Payroll software applications in the amount of \$67,181.89 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-58 appointing members to the Weslaco Economic Development Corporation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration to adopt Ordinance 2023-48 amending ordinance 2013-22 Subdivision Ordinance Section 26-67 Inspection fees and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-48. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to authorize the purchase of a new playground structure through GameTime c/o Cunningham Recreation as awarded by the GameTime/Texas Recreation and Parks Society Statewide Program funding in an amount not to exceed \$287,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- C. Discussion and consideration of request from the Boys & Girls Club of Weslaco to expand the existing city building located at Mayor Pablo Pena City Park and authorize staff to solicit statements of qualifications for architectural and engineering design services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- D. Discussion and consideration to accept financing acquisition proposal from First American Equipment Finance for the acquisition of two 2024 Peterbuilt GarbageTrucks in the amount of \$645,754.02 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.

- E. Discussion and consideration on the Memorandum of Understanding between the City of Weslaco Fire Department and Edcouch Elsa Independent School District for provision of Emergency Medical Technician training and lessons and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- F. Discussion and consideration to award RFQ No.: 2022-23-26 Grant Application and Hazard Mitigation Plan to Grant Works for an amount not to exceed \$52,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.) Attachment.
- G. Discussion and consideration of expanding Airport Apron Lighting using BuyBoard Contract #642-21 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.
- H. Discussion and consideration to approve the Construction Hangar Agreement with KSA for an amount of \$276,104 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.
- I. Discussion and consideration to approve Resolution 2023-59 to allocate votes in the election for the 2024-2025 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- J. Discussion and consideration on the Emergency Interconnect Agreement between North Alamo Water Supply Corporation and the City of Weslaco regarding the sale of potable water and delivery during emergency, drought and/or scarcity of water and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- K. Discussion and consideration to purchase front end commercial bins and roll off bins from Sourcewell vendor Wastequip Manufacturing Company LLC. in an amount not to exceed \$89,245 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- L. Discussion and consideration to purchase a T6 Diesel Driven Gorman-Rupp Pump with John Deere 4045T engine from Precision Pump Systems, Buyboard Vendor No. 577-22, for an amount not to exceed \$69,803.08 as stated in quote no. PD231010; and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- M. Discussion and consideration to approve an agreement with D&M Leasing Buy Board Contract #652-21 to lease 10 police units and authorize Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- N. Discussion and consideration to purchase gym equipment from the 360Sports (lowest

bid/quote) for an amount not to exceed \$21,000 and to purchase gym mats from local vendor Tractor Supply for an amount not to exceed \$1,000 to be used by police department personnel and will be paid using Asset Forfeiture funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.

- O. Discussion and consideration of proposed change order no. 1 to existing contract with TRAF-TEX, Inc regarding the Weslaco Traffic Signal Improvements Project in the amount of \$9,136.55 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department). Attachment.
- P. Discussion and consideration of a contract award to the highest ranked firm for RFQ#2023-2024-04 Professional Services for a Flood Infrastructure Fund and/or Flood Mitigation Assistance Grant Program for Harlon Block Park and surrounding areas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- Q. Discussion and consideration on request from Pete Castorena, RGV Angle Car Show, to close Harlon Block Sports Complex Saturday, November 18, 2023 from 8:00am - 11:00pm and Sunday, November 19, 2023 from 11:00 am to 11:00 pm for the RGV Angle Car Show event; authorizing the sale of alcoholic beverages (beer) by a TABC licensed vendor, authorizing the consumption of alcoholic beverages, approval of entry fee to be charged, approval to allow food vendors subject to compliance with ordinances and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.
- C. Legal Consultation - Consultation with the City Attorney regarding a Memorandum of Agreement to amend the FY Oct 1, 2021 – October 1, 2024. Collective Bargaining Agreement between the City of Weslaco and the Weslaco Municipal Police Union for expedited hiring of entry-level police officers 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 33.12 acres out of a part or portion of Tract 59, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- E. Real property - Consultation with the City Attorney on the sale, purchase, exchange, lease or value of various city-owned real property in the City of Weslaco, Weslaco Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 3rd day of November 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: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7062	
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):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Luis Rodriguez from First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7114	
From:			
Subject: UTRGV President Dr. Guy Bailey - presentation on state and national rankings of UTRGV.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7067	
From:			
Subject: Approval of the Minutes of the Special Meeting on October 10, 2023 and Regular Meeting on October 17, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action at the special commission meeting of October 10, 2023 and regular meeting of October 17, 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):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted subject to any comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: 231010 minutes draft, 231017 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A SPECIAL MEETING
WESLACO CITY COMMISSION
OCTOBER 10, 2023**

On Tuesday, October 10, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special 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	Greg Kerr
	Commissioner	Adrian Farias

ABSENT: None

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

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joe Pedraza, Asst. Planning and Code Enforcement Director, Arnold Becho, Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Albert Aldana, City Engineer, Rosa Badillo, Court Coordinator, and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, October 6, 2023.

B. Invocation.

Pastor David McCann, First Baptist Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting perfect attendance and a quorum present.

E. Mayoral recognition.

1) Proclamation - South Texas Vocational Technical Institute Day.

Mayor Suarez proclaimed South Texas Vocational Technical Institute Day celebrating 50 Years of Excellence.

2) Proclamation - Breast Cancer Awareness month.

Mayor Suarez proclaimed October 2023 as Breast Cancer Awareness Month.

II. PUBLIC COMMENTS

Joel Rivera, Police Chief, stated the police department will open at the new building on Friday, October 13, thanked IT staff and all the departments for the assistance; extended an invitation to the public and the commission for the Grand Opening of the Weslaco Public Safety Building on Monday, October 16, 2023 at 10am.

III. PRESENTATION

A. Presentation by Weslaco ISD.

Weslaco ISD Superintendent, Dr. Rivera, reported on the upcoming School Bond Election; went over Proposition A was school improvements for \$160,000,000, Proposition B was for Fine Arts for \$10,000,000 and Proposition C for Athletics \$10,000,000; presented the cost affect the bond issuance would have on homeowners' property taxes and noted the propositions would be to the voters on the General Election of November 7, 2023.

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 September 19, 2023 (Staffed by City Secretary Department.)

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

1) Ordinance 2023-44 to rezone 309 and 313 W 5th St. also being Lot 14-16, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.)

2) Ordinance 2023-45 to rezone 1611 N Westgate Dr. also being N100.10'-S142.60', 0.414-acre Blk B, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.)

3) Ordinance 2023-46 for the Voluntary Annexation of Monte Cielo Subdivision—being a 46.41-acre tract of land out of Farm Tract 214, West Tract Subdivision, Hidalgo County, Texas located approximately 1,700 ft South of Mile 10N on the east side of Mile 6 ½ West Road and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.)

C. Approval on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purpose's services and activities in this contract, effective October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

D. Approval of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following:

1) Weslaco Chamber of Commerce for \$276,510;
2) Frontera Audubon Society for \$44,000; and
3) Lower Rio Grande Valley Nature Center for \$72,322
and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

E. Approval on the renewal of a Public Purposes Services Contract with Weslaco Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$90,000 effective October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

F. Approval of the request from Weslaco Museum to hold their annual PAN DE CAMPO Fundraiser on November 4 from 6:30 pm to 10:00 pm; approval to close 5th Street between Texas Blvd and Missouri Ave.; authorizing public consumption of alcoholic beverages; waive of appropriate fees from ordinances associated with the event; also approval of use of tower lights, and provision of support from Weslaco PD, Public Works, Planning and Code Enforcement and other related city departments, and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

G. Approval to allow Honorably Retired Peace Officer Felix Salinas to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial #WXN021 for an amount of \$255 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval to ratify acceptance of the Victims of Crime Act Formula Grant #3814605 for the amount of \$126,965.23 to pay for the Crime Victim's Coordinator salary, training, software, shelter, and business cards/flyers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

I. Approval to ratify acceptance of the FY2024 Truancy Prevention and Intervention Program Grant #4003404 for the amount of \$100,575.93 for the First Offender Program Coordinator's salary, overtime for peace officers, training and project supplies and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

J. Approval to ratify acceptance of SHPS-R grant 4736001 for the amount of \$19,642.27 with NO MATCH and NO RECURRING COST for the purpose of AMBUS Communication Equipment and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.)

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record are captions of the ordinance(s).

ORDINANCE NO. 2023-44

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 309 AND 313 W 5TH ST. ALSO BEING LOT 14-16, BLOCK 39, WESLACO ORIGINAL TOWNSITE SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2023-45

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1611 N WESTGATE DR. ALSO BEING N100.10'-S142.60', 0.414 ACRE BLK B, EXPRESSWAY HEIGHTS SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2023-46

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 46.41 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 10th day of October 2023.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

V. NEW BUSINESS

A. Discussion and consideration to approve Resolution 2023-55 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2024-2025 election

and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve Resolution 2023-55 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2024-2025 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on the City of Weslaco Water Conservation and Drought Contingency Study Phase II Water Conservation Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza, City Manager, stated an ordinance in place states once reservoirs are less than 25% capacity Stage 2 of Water Conservation Plan is implemented and Joe Pedraza would address the next steps of our water conservation plan.

Joe Pedraza, Assistant Planning and Code Enforcement Director, stated a drought contingency plan required by the state was adopted June 2009; three stages are outlined in the plan and the city would be implementing Stage 2 which mandates implementation of time and dates of water usage (e.g. irrigation, watering, car washing). Staff would monitor runoff of water to parking lots and streets.

In response to Mayor Pro Tem Rodriguez and Mayor Suarez, code enforcement staff will be assigned in the evenings to monitor for any violations and give warnings before citations issued; work with Public Relations Office to distribute flyer on social media and water bill to inform the residents.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve Water Conservation and Drought Contingency Study Phase II Water Conservation Plan as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration on the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2023 pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)

Norma A. Cantu, City Secretary, recommended approval of the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2023

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2023 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to purchase from Silsbee Toyota, Buyboard Vendor Contract 601-19 a 2023 Sienna LE Van for an amount not to exceed \$40,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)

Commissioner Farias abstained from discussion and vote.

Norma A. Cantu recommended approval and the purchase was budgeted.

Commissioner Kerr seconded by Commissioner moved to approve the purchase from Silsbee Toyota, Buyboard Vendor Contract 601-19 a 2023 Sienna LE Van for an amount not to exceed \$40,000 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

E. Discussion and consideration on Resolution 2023-56 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the Investment Policy required annual review and adoption; was adopted on May 2, 2023 but wishes to adopt in October to run parallel with the fiscal year. Staff recommended approval and there were no changes to the structure of the investment policy being presented.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve Resolution 2023-56 to adopt the annual Investment Policy as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve Ordinance 2023-47 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-47 Possible action. (Staffed by Finance Department.)

Rosie Cavazos presented the end of year budget amendments and detail listing for the major funds; reported the impact of the budget amendments on the major funds was General Fund \$-602,604, Water/Wastewater \$454,910, Solid Waste \$-247,341 and Airport Fund \$-136,969. Staff recommended approval of the end of the year budget amendments that represent a balanced budget to close the FY2022-23 budget.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve on first and final reading Ordinance 2023-47 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record is the ordinance caption.

ORDINANCE 2023-47

AN ORDINANCE AMENDING ORDINANCE NUMBER 2022-33, AS PREVIOUSLY AMENDED BY ORDINANCE 2023-21, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, FINDING NEED TO AMEND THE 2022-2023 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, WATER FUND; WASTEWATER FUND; SOLID WASTE FUND; AIRPORT FUND; AND FIRE DEPT REPLACEMENT FUND AS PER ATTACHMENTS "A" "B" AND "C" PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

PASSED AND APPROVED on first and final reading at a special meeting of the City Commission this 10TH day of October 2023.

CITY OF WESLACO

/s/David Suarez, MAYOR

ATTEST:

/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

G. Discussion and consideration of the request from TRI-GEN Construction for Change Order No. 3 for the New Downtown Fire Station No. 2 project to extend their contract 90 days and establish September 21, 2023 as their substantial completion date and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks & Recreation Director, stated the Change Order was a no cost change order; allows a contract extension of 90 days as well as a new substantial completion date of September 21, 2023. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Change Order No. 3 for the New Downtown Fire Station No. 2 for TRI-GEN Construction to extend their contract 90 days and establish September 21, 2023 as their substantial completion date as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration of the request from Gerlach Builders for Change Order No. 3 for the New Police Department with Municipal Court and Judicial Court project to extend their contract 90 days and establish September 30, 2023 as their substantial completion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez recommended approval and stated it is similar to the previous item approved; extends the contract by 90 days and established September 30, 2023 as a substantial completion date of the project.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve Change Order No. 3 for the New Police Department with Municipal Court and Judicial Court project for Gerlach Builders to extend their contract 90 days and establish September 30, 2023 as their substantial completion as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration on the Interlocal Agreement between Hidalgo County and the City of Weslaco for the development of the Precinct 1 Hike and Bike Trail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez stated the interlocal will establish a hike and bike trail that will connect Weslaco westward towards Donna; the full trail will extend to San Juan; Hidalgo County Precinct 1 requested to connect Harlon Block Park on the north boundary near the water tower to the precinct's new trail along the canal right-of-way going towards Westgate. Staff recommended approval.

County Commissioner Precinct 1, David Fuentes, stated the city's participation would be to allow the county to have the access point for the connection of the hike and bike trail; funds are coming from the American Rescue Plan; the city would be responsible for maintenance of the portion that connects the trail and no other costs of the project to the city; stated the hike and bike trail will be through different portions of existing right-of-way of the south side and the southern portions of communities; Phase I is a 2 Mile portion for Weslaco and construction should begin by the end of the year; once all phases are completed the trail will connect eventually to the western part of Hidalgo County and northern part of Edinburg.

Commissioner Farias seconded by Commissioner Lopez moved to approve the Interlocal Agreement between Hidalgo County and the City of Weslaco for the development of the Precinct 1 Hike and Bike Trail as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to approve the purchase of a 2023 ambulance remount from vendor Southwest Ambulance Sales HGAC Contract No. AM 10-20 for an amount not to exceed \$162,980 under General Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated the ambulance would be a remount of Medic 4 that has reached life expectancy of over five years; the chassis will be remounted to a 2023 truck; this is a cost savings for the department to refurb ambulances with a new chassis and is budgeted.

In response to Mayor Pro Tem Rodriguez and Commissioner Pedraza; a new ambulance takes 12-15 months delivery; the chassis is available, and ambulance should be running by December; this ambulance will supplement two that are already in service.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve the purchase of a 2023 ambulance remount from vendor Southwest Ambulance Sales HGAC Contract No. AM 10-20 for an amount not to exceed \$162,980 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to approve the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus Specialist BuyBoard Contract # 651-21 at a cost not to exceed the amount of \$1,582,819.00 out of the Fire Department Apparatus Replacement Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Commissioner Farias abstained from discussion and vote.

Antonio Lopez, Fire Chief, stated the turnaround-built time for the truck is 24-28 months; is a fully customized truck that is being ordered for that delivery date to be prepared for the future growth of the city. Staff recommended approval.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus Specialist BuyBoard Contract # 651-21 at a cost not to exceed the amount of \$1,582,819.00 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

L. Discussion and consideration of approval of Castle Enterprises, LLC pay application #8 in the amount of \$95,528.66 and final payment application in the amount of \$74,058.05 for the New Fire and Police Stations Off-Site Improvements project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, recommended approval of the final payment in the amount of \$74,058.70 and release of retainage in the amount of 95,528.66; J&M Construction assumed the completion of the off-site improvements for Castle Construction and project is completed. Staff recommended approval for a total payment amount of \$169,587.36.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve Castle Enterprises, LLC pay application #8 in the amount of \$95,528.66 and final payment application in the amount of \$74,058.70 for the New Fire and Police Stations Off-Site Improvements project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to authorize the purchase of a 2025 Freightliner 180SD Plus Roll Off Truck from Doggett Freightliner of South Texas, LLC., Buyboard Vendor Contract No. 601-19, in the amount not to exceed \$197,686 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, stated the truck would be used daily for the solid waste division as well as in the recycling program; equipment is budgeted with funds also coming from Weslaco EDC. Staff recommended approval and stated delivery date is August 2024.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve the purchase of a 2025 Freightliner 180SD Plus Roll Off Truck from Doggett Freightliner of South Texas, LLC., Buyboard Vendor Contract No. 601-19, in the amount not to exceed \$197,686 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

N. Discussion and consideration to purchase a New 544 P wheel loader from Sourcewell contract # 032119-JDC Co-op vendor Doggett Heavy Machinery Services for an amount not to exceed \$214,908 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce recommended approval on the purchase of a new John Deere 544P wheel front loader from Doggett Heavy Machinery in the amount of \$214,908; will have a 3-year extended warranty; meets all specs requested and primarily will be used for paving and is budgeted.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve the purchase of a New 544 P wheel loader from Sourcewell contract # 032119-JDC Co-op vendor Doggett Heavy Machinery Services for an amount not to exceed \$214,908 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to purchase a new 2023 GMC 1500 Sierra from Buyboard 601-19 vendor Gunn Buick-GMC, LTD for an amount not to exceed \$52,322.25, 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 recommended approval to purchase a new 1500 GMC Sierra 4x4 pick-up from Gunn Auto Group in the amount to exceed \$52,322.25; truck is budgeted but over \$2,000 and overage will come from within the public works budget. The unit is for public works administration and delivery date is October 2023.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the purchase of a new 2023 GMC 1500 4x4 Sierra pick -up from Buyboard 601-19 vendor Gunn Buick-GMC, LTD for an amount not to exceed \$52,322.25 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

P. Discussion and consideration to purchase a new Kubota MX5400HSTC utility cab tractor from Buyboard vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$46,497.15 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce requested no action and will present the item at the next regular meeting.

No action.

Q. Discussion and consideration to accept the Jurisdictional and Interagency support Memorandum of Understanding with South Texas College Police Department (STC PD) and Weslaco Police Department (WPD) and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)

Joel Rivera, Police Chief, recommend approval; stated this will update the MOU in place that outlines the parties jurisdiction and responsibilities; legal has reviewed and approved.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve and accept the Jurisdictional and Interagency support Memorandum of Understanding with South Texas College Police Department (STC PD) and Weslaco Police Department (WPD) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to accept the Addendum to Fugitive Task Force Memorandum of Understanding (MOU), regarding Body-Worn Camera use by Task Force Officers and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)

Joel Rivera stated this was an addendum to the existing memorandum with the United States Marshals office that is on file; Weslaco PD has an investigator assigned to the US Marshal office Fugitive Task Force. Chief Rivera recommended approval of the agreement that outlines policy regarding body-worn camera that will be used by the assigned investigator and stated legal has reviewed and approved.

Commissioner Kerr seconded by Commissioner Lopez moved to approve and accept the Addendum to Fugitive Task Force Memorandum of Understanding (MOU), regarding Body-Worn Camera use by Task Force Officers as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 6:38 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:03 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.

Commissioner Kerr seconded by Commissioner Pedraza moved to authorize the City Attorney and Special Counsel to investigate the complaint filed by the firefighter and prepare a report for the Fire Chief for consideration. The motion carried unanimously; Mayor Suarez was present and voting.

C. 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.

D. Legal Consultation - Discussion regarding potential litigation regarding the construction of a driveway in adjoining commercial developments as authorized by Section §551.071 of the Texas Government Code.

No action.

E. 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.

VIII. ADJOURNMENT

Commissioner Farias seconded by Commissioner Pedraza moved to adjourn the special meeting of October 10, 2023, at 8:04 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
OCTOBER 17, 2023**

On Tuesday, October 17, 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
	Aida Vega	Deputy City Secretary
	Juan E. Gonzalez Jr.	City Attorney

Also present: Aida Vega, Deputy City Secretary, Molly Vallejo, Administrative Assistant, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Maricarmen Garcia, Asst. Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Rosa Badillo, Court Coordinator, and George Quilantan, Inframark and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, October 13, 2023.

B. Invocation.

Pastor David McCann, First Baptist Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

Aida Vega, Deputy City Secretary, called the roll noting the absence of Commissioner Kerr and a quorum present.

E. Mayoral recognition.

1) Proclamation for Down Syndrome Awareness

Mayor Suarez proclaimed the month of October as Down Syndrome Awareness month.

II. PUBLIC COMMENTS

None.

III. REPORTS

A. Inframark.

George Quilantan, Inframark, stated at the last commission meeting Stage II of the water conservation plan was approved; stated the main source of water comes from the canal for the water plant that then travels to the reservoir that is a 55million gallon reservoir and has enough water for a 7-seven day supply; went over the chemicals used in the Water Treatment Plant and North Wastewater Treatment Plant; South Wastewater Treatment Plan is chemical free and uses UV disinfection; work orders for the month of September preventive were 395 opened and closed 541 higher as a result of carry overs from last month; lift station pumps and float cleaning continues for various lift stations; presented the lift station call out log for September that are addressed by staff after 5pm.

B. Animal Care Services.

Milva Orellana, Animal Control Officer, went over the monthly live release rates for August and September that increased; three new partners formed were Murphy's Safe Haven, Nail Goddess and Walmart Neighborhood Market; with La Michelada Y Mas; August is "Clear the Shelters" for the month of August had 72 cats and dogs adopted the goal was 30 adoptions and that was reached in seven days; ShelterLuv has been a success, since the inception of this donation totals to date was \$1,719 to help with medical expenses; reported on adoption events that included travel to Chicago on personal time with Tracy Paws that had 15-20 dogs adopted and the majority from Weslaco; PetSmart Adoption event had 34 dogs and cats in the last 4 months adopted; National Night Out had 7 dogs adopted; reported on upcoming events for adoption and rabies clinic happening in October and November.

The order of the day was changed, and Consent Agenda was introduced. There was no objection.

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 to accept BJA FY23 Edward Byrne Memorial Justice Grant (JAG) Program Local #15PBJA-23-GG-03799-JAGX for the amount of \$13,371.00 to purchase humane restraint devices that will enable its officers to restraint uncooperative subjects without inflicting

pain or minimizing it and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

B. Approval to accept the FY24 Local Border Security Program Grant #3407207 for the amount of \$115,000 to pay for overtime for sworn officers, jailers, clerical assistants and finance who work to meet the goals and objectives set forth by this grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Approval to ratify acceptance of the FY24 Rifle-Resistant Body Armor Grant #4740801 for the amount of \$46,223 to purchase and equip sworn officers with rifle-resistant body armor and authorize the Mayor to execute any related documents. (Staff by Police Department.)

D. Approval to accept the FY23 Patrick Leahy Bulletproof Vest Partnership (BVP) program for the amount of \$21,835.00 to purchase bullet-proof vest with NO MATCH and NO RECURRING Costs and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval of six-month extension for the Final Plat for Rock Ridge – being 15.092 acres out of Farm Tract 631 & 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 500 ft west of Bus. 83 and Westgate on the south side of Bus. 83 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

F. Approval to authorize the use of the Court Technology Fund to pay for Incode Municipal Justice Annual Fees for the Court Case Management, Police (non-Incode Interface to Court), and the Third Party System Software Non SQL Maintenance not to exceed the amount of \$13,843.02 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)

G. Approval to allow Honorably Retired Peace Officer Jose A Cano to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial # 61XN052 for an amount of \$255 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval to renew agreement with Quick Med Claims, LLC to continue to provide EMS billing and reimbursement services for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

I. Approval of the annual subscription renewal to Rio Grande Valley Communications Group for radio communication services to all city departments from October 1, 2023 - September 30, 2024 in the amount of \$113,634.00 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

J. Approval to renew agreement with Hidalgo County Community Service Agency to continue to provide emergency assistance to low-income households for water services in the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

K. Approval on the request from First Baptist Church for street closure from 3:30 pm to 8:30 pm on October 31, 2023 from Kansas Street between 6th and 7th Street for their Halloween Fall Festival and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

L. Approval on the request from WISD for street closure from 12:00 noon to 10:00 pm on Saturday, November 4, 2023 from the alley by the Eatery on 4th Street to Texas Street to the alley behind Dance Time on 4th Street for Dia de los Muertos Art Walk and Sidewalk Chalk Contest and request to waive any required fees associated with the event and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

M. Approval to authorize staff to solicit Request for Qualifications regarding the City of Weslaco Alton Landfill Post-Closure Care Monitoring and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

H. Approval to renew agreement with Quick Med Claims, LLC to continue to provide EMS billing and reimbursement services for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve consent agenda withholding item H as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Approval to renew agreement with Quick Med Claims, LLC to continue to provide EMS billing and reimbursement services for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, reported the revenues for EMS billing in 2021 were \$1.1-million, 2022 had \$1.2-million and current year (2023) is about \$1.3 million; 2024 will be the first year that Quick Med Claims will report actual revenues collected by them that will not reflect any capture of past billing. Chief Lopez recommended approval to renew.

In response to Commissioner Farias, prior to 2021 (2020) revenues collected was estimated at \$1.1 million. Rosie Cavazos, Finance Director, stated the highest collection of revenues was in 2014, \$1.8 million and since then collections have averaged \$1 million seeing an increase the last three years. Staff stated to bring back in house may not see a cost savings because of wages and benefits estimated at \$40,000 per employee and noted EMS staff was 3 full time and 1-part time positions. Quick Med Claims fee is 6% based on collections received. In response to Mayor Suarez, Chief Lopez stated billing is estimated at \$2.8 million and a return of about 50% depending on the paying agency guidelines of reimbursement as well as any other programs (federal and state) that will supplement reimbursement. Staff was asked for a comparison of collections done prior to Quick Med and now.

Commissioner Farias seconded by Mayor Pro Tem Rodriguez moved to approve and renew agreement with Quick Med Claims, LLC. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez introduced Public Hearing item C with no objection.

IV. PUBLIC HEARING

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to open the public hearing at 6:08 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

C. To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 37 (FY2024) Needs Assessment Plan.

Jenny Rivera, Nuestra Clinica Del Valle Inc., requested funds in the amount of \$5,000 to help provide services to 40 adults and children from Weslaco who are uninsured or low-income individuals; they assist with medical, dental, behavioral services and OBGYN services and stated any funding received will be for the Weslaco residents.

Jesus Sanchez, Executive Director Children Advocacy Center, stated they have been in Weslaco since 2022 and have assisted with over 700 counseling sessions for the community; have a waiting list and working on bringing UTRGV Doctorial students in clinical psychology to assist; requested funding in the amount of \$7,500; if funded services to be provided included forensic interviews, medical evaluations, crisis intervention, victim support, counseling services as well as case review from different law enforcement agency assistance for an effective prosecution.

Rolando Flores, Area Agency of Aging, requested \$20,000 for this fiscal year, assisted 475 individuals with health maintenance, home makers services, transportation, residential repairs, medical supplies, and benefit counseling and stated local funds (such as CDBG) are expedited quicker and able to assist individuals faster.

Commissioner Pedraza seconded by Commissioner Lopez moved to close the public hearing. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to open the public hearing items A and B. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Tortilleria & Carniceria Progreso, LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 also being Lot 6 Blk 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

B. To solicit input on behalf of Alex Valdez to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. also being Lot 5, Block 1, Tejas Development Subdivision, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to close the public hearing. The motion carried unanimously; Mayor Suarez was present and voting.

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-56 appointing two members to the Board of Adjustments and Appeals-Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to discuss.

Aida Vega, Deputy City Secretary, stated two appointments to the Board of Adjustments and Appeals-Zoning Ordinance were needed and both members sought reappointment. The nominee from Commissioner Lopez was to re-appoint Nick Carranza and the nominee from Commissioner Pedraza was to re-appoint Orlando Villarreal.

Commissioner Farias seconded by Mayor Pro Tem Rodriguez moved to approve Resolution 2023-56 reappointing Nick Carranza and Orlando Villarreal to the Board of Adjustments and Appeals-Zoning Ordinance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration to approve Resolution 2023-57 and the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for The Coves 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 sixty lot subdivision with a mixed-use development of four-plex and apartment use; final plat for The Coves was approved September 20, 2022; construction plans submitted for the infrastructure and ready to move forward; the property is currently in the Certificate of Convenience and Necessity (CCN) of North Alamo Water Supply (NAWSC) and developer is pursuing a buyout agreement from NAWSC in the amount of \$57,456.00. Staff recommended approval and stated the City Attorney provided the agreement and approved.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Resolution 2023-57 and the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for The Coves Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Tortilleria & Carniceria Progreso, LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 also being Lot 6 Blk 1, Westview Estates 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 twenty property owners were notified and no objection received; this is a new building near construction completion and applicant requested a retail Dealer's Off Premise beverage permit for the location. The Planning and Zoning Commission and staff recommended approval.

Commissioner Farias seconded by Commissioner Pedraza moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Alex Valdez to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. also being Lot 5, Block 1, Tejas Development 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 twenty-one property owners were notified and no objection received; site is an existing restaurant with sales being primarily food. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for Pleasantview Terrace Subdivision being 27.498 acre out North 100 feet of the South 280 feet of South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1100 ft North of Bus. 83 on the west side of Pleasantview Dr. 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 eighty-five lot subdivision; located inside city limits and serviced with water and sewer by the city; applicant requested a variance for off-site drainage and has provided letters of support from the irrigation and drainage districts. The Planning and Zoning Commission recommended approval with variance, staff recommended approval and compliance with the ordinance on the variance.

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

E. Discussion and consideration on the purchase of a 2024 GMC Sierra 1500 2WD Regular Cab from Gunn Auto Group Buyboard contract #601-19 in the amount of \$42,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Commissioner Farias abstained from discussion and vote.

Rebekah de la Fuente stated the original budgeted amount was \$35,000.00 but due to inflation the price had gone up to \$42,000.00 to purchase the vehicle, lighting, and logos. Staff recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem moved to approve the purchase of a 2024 GMC Sierra 1500 2WD Regular Cab from Gunn Auto Group Buyboard contract #601-19 in the amount of \$42,000.00 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

F. Discussion and consideration to reschedule or cancel the regular meeting of November 7, 2023. Possible action. (Staffed by City Manager.)

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

Martin Garza recommended to reschedule the November 7 regular meeting to Monday, November 6 or any other date so wished by the commission. The consensus was to re-schedule to Monday, November 6, 2023.

Mayor Pro Tem Rodriguez seconded by Lopez moved to reschedule the regular meeting of November 7, 2023 to Monday, November 6, 2023 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the selection of a Graphic Designer from RFQ No. 2022-23-30 for Graphic Design Services for a logo refresh and negotiate a contract with top ranked firm and authorize the Mayor to execute any related documents. Possible action. (Staffed by Jasmine Rico-Joens, Public Relations Officer.)

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

Jasmine Rico-Joens, Public Relations Officer, stated a request for qualifications for a logo refresh had been approved; five responded through the BidNet process and were evaluated. Staff recommended to approve the negotiation of a contract with the top ranked firm Luna.

In response to Commissioner Farias, staff stated once the firm is awarded a contract negotiation can begin on fee. Juan E. Gonzalez, City Attorney, stated the selection to award a contract is made based on qualifications then staff negotiate a fee.

Commissioner Farias requested no action to allow more time to review the information presented.

Mayor Suarez stated no action.

H. Discussion and consideration to approve and award the Depository Services Contract to the most advantageous respondent from RFP 2022-23-24 Best and Final Offer for a three-year contract beginning October 1, 2023 and ending September 30, 2026 with an option to renew the contract for two (2) years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

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

Rosie Cavazos, Finance Director, stated best and final offers had been received from Lone Star National Bank, Plains Capital Bank, PNC Bank and Texas National Bank; presented a summary of all proposed offers that included investable balance, interest rate and potential interest earning as well as the benefits from each of the five respondents.

In response to the Mayor and Commission, Rosie Cavazos, stated Lone Star National Bank did not reference a minimum deposit and fees are waived for the duration of the contract, PNC is offering good interest rates but other fees will be incurred; no fee incurred to employees during the transition process; unavoidable cost mentioned (\$35,000) is for the transition, should the depository bank change (staff time and supplies); there is no cap on the depository amount required and was a staff decision to maintain at least a \$5million balance and keep the majority of the money in the Pools that are offering better rates.

In response to Commissioner Farias, the recommendation based on a fiduciary responsibility as the Finance Director would be to recommend Lone Star National Bank based on the highest potential interest earned for the city and fees for the term of the contract is waived. Staff would abide by the wishes of the commission.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Lone Star National Bank the Depository Services Contract beginning October 1, 2023 and ending September 30, 2026 with an option to renew the contract for two (2) years as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration of contract award in the amount of \$2,784,636.00 to Rhyner Construction Services, Inc, the lowest and most advantageous bid (RFB #2022-23-22) for the proposed Cleckler-Heald RDF Construction Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Orlando Cruz, President of Cruz-Hogan Engineering, stated the city received bids for this project that will be partially funded by the TWDB and the City through low interest loans and grants; interest was from seven contractors but only two responded; Rhyner Construction Services bid was \$2,784,636.00 and NM Contracting LLC was \$3,659,520.66. Staff evaluated the bids and met with Rhyner Construction to ensure the bid was firm to which respondent stated yes; construction budget with the TWDB is \$2,526,500 so already slightly over. The recommendation is to award Rhyner Construction Services subject to available funding and move forward with the project.

In response to Commissioner Farias, if awarded, contractor will have two weeks to return contract with all required documentation (insurance and bonding); city will review and if in order it goes to the TWDB for approval; notice to proceed to contractor could be early to mid-December with a completion of 120 days to contractor subject to any unforeseen obstacles like weather and school concerns such as safety and fencing of the site. Mr. Cruz noted the dirt that will be excavated will also be moved as part of the bid and school concerns were addressed by both parties and outcome acceptable.

Mayor Pro Tem Rodriuez seconded by Commissioner Lopez moved to approve a contract in the amount of \$2,784,636.00 to Rhyner Construction Services, Inc, for the proposed Cleckler-Heald RDF Construction Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to purchase 26 Flap Gates of various sizes from Municipal Valve and Equipment Company in the amount of \$277,260.00 in accordance with bid awarded in November of 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Homer Rhodes, Purchasing Agent, stated in 2019 a sole bid was received for flap gates installation for drainage improvements as outlined in the Drainage Master Plan; the sole bid was from Municipal Valve and awarded for Phase I for installation of 30 flap gates and is completed; Phase II is 26 flap gates in the amount of \$277,260.00. Staff along with the City Attorney reviewed and advised the city could continue with Phase II with Municipal Valve and Equipment under the original award contingent to commission approval. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the purchase of 26 Flap Gates of various sizes from Municipal Valve and Equipment Company in the amount of \$277,260.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to purchase 11 baseball backstops for various parks to Hurricane Fence Company Buyboard Contract #657-21 for an amount not to exceed \$39,389 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Commissioner Farias abstained from vote and discussion.

Omar Rodriguez, Parks & Recreation Director, stated backstops would be added to Judge Gilbert Garza Park (5), Villa Verda Park (2) Pecan Grove (1) and Harlon Park (3). Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve to purchase 11 baseball backstops for various parks to Hurricane Fence Company Buyboard Contract #657-21 for an amount not to exceed \$39,389 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

L. Discussion and consideration to purchase a new CAT 416 Backhoe Loader with cab from Sourcewell vendor Holt Cat for an amount not to exceed \$130,514 for drain ditch division and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Public Works Director, stated the purchase is a budgeted item; will be assigned to the drain ditch division; equipment has a hydraulic thumb on the rear bucket that will be used for grabbing, will also have hydraulic hoses in the front for attachment of a grapple bucket in the future. Staff recommended approval with a delivery date of May 2024.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve purchase of a new CAT 416 Backhoe Loader with cab from Sourcewell vendor Holt Cat for an amount not to exceed \$130,514 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to purchase a new Asphalt Reclaimer 720Xi from cooperative purchasing HGAC vendor Asphalt Zipper for an amount not to exceed \$291,310 to include the approval to trade in the current asphalt zipper for an amount of \$30,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated the city had a 2008 Asphalt Zipper and trailer that has a trade-in of \$30,000 that would go towards the purchase of a new asphalt reclaimer. Staff recommended approval, stated the item is budgeted; delivery date is July 2024 and would be used in the streets division.

Mayor Pro Tem Rodriguez seconded by Commissioner Farias moved to approve the purchase of a new Asphalt Reclaimer 720Xi from cooperative purchasing HGAC vendor Asphalt Zipper for an amount not to exceed \$291,310 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to authorize staff to solicit Request for Proposals (RFP) for financing of a Front Wheel Loader and Asphalt Zipper for public works and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce recommended approval to allow staff to solicit Request for Proposals for financing lease options for a front wheel loader and asphalt zipper for the public works department. The commission approved the purchase of said equipment October 10, 2023.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve staff to solicit Request for Proposals (RFP) for financing of a Front Wheel Loader and Asphalt Zipper as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to award a purchase agreement for the purchase of Unleaded, Diesel and Bulk DEF Fuel with Pico Propane & Fuels and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated 3 bids were received and evaluated. Staff recommended Pico Propane and Fuels to supply fuels for the city that included unleaded, diesel, DEF, and Dyed Diesel.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to award the purchase of Unleaded, Diesel and Bulk DEF Fuel to Pico Propane & Fuels as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to purchase a new Kubota MX5400HSTC utility cab tractor with cutter from Sourcewell vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$45,707.59 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce recommended approval on the purchase of new Kubota MX5400HSTC utility cab tractor for an amount not to exceed \$45,707.59; item is budgeted and is below the budgeted amount; will be used in maintaining right-of-way and weedy lots as needed and had an estimated delivery date of February 2024.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve the purchase of a new Kubota MX5400HSTC utility cab tractor with cutter from Sourcewell vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$45,707.59 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration to purchase a new 2023 Chevrolet Silverado 3500HD 4WD Crew Cab from Buyboard 601-19 vendor Caldwell Country Chevrolet, for an amount not to exceed \$77,306 for water distribution division and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

David Arce recommended approval on the purchase of a new 3500HD Chevrolet Silverado Crew Cab 4x4 Pick-Up in the amount not to exceed \$77,306; truck is budgeted, and any overage would come within the water division budget; the truck will be for water distribution division use to haul parts for the water breaks to include a trailer for the mini excavator and estimated delivery is November 2023.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve the purchase of a new 2023 Chevrolet Silverado 3500HD 4WD Crew Cab from Buyboard 601-19 vendor Caldwell Country Chevrolet, for an amount not to exceed \$77,306 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 7:08 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:03 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.

No action.

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

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to authorize the City Attorney to settle the lawsuit with CDM as discussed in executive session and to authorize the Mayor to sign any necessary documents. The motion carried unanimously; Mayor Suarez was present and voting.

D. Legal Consultation - Discussion regarding potential litigation regarding the construction of a driveway in adjoining commercial developments as authorized by Section §551.071 of the Texas Government Code.

No action.

E. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Blue Diamond as authorized by Section §551.087 of the Texas Local Government Code.

No action.

X. ADJOURNMENT

Commissioner Farias seconded by Commissioner Pedraza moved to adjourn the regular meeting of October 17, 2023, at 8:04 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7077	
From: ARNOLDO BECHO			
Subject: Approval to authorize the Mayor Joe V. Sanchez Public Library staff to implement a Food for Fines program supporting local food drives and the RGV Food Bank during Holiday Season, implement a Toy Drive to support local toy drives and authorize the Mayor to execute any related document. (Staffed by Library Department.)			
Background: The Food for Fines program will allow library patrons to bring in canned goods and other applicable food items in exchange for forgiveness of library fines. For each food item submitted to the library, a fine on one single item will be forgiven. The program will run through the month of February. If another city department conducts a food drive, all the food gathered will go to that food drive. If no other food drive is conducted by the city, the library will deliver the food directly to the RGV Food Bank. This program will not apply to costs associated with lost or damaged library items. The Mayor Joe V. Sanchez Public Library will also conduct a toy drive to support the toy drive annually run by the city police department. For each toy submitted to the library, a fine on one single item will be forgiven. The program will run through the month of December. All the toys gathered will go to the Police Department's toy drive or another local toy drive in the event PD does not conduct a toy drive. This program will not apply to costs associated with lost or damaged library items.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
MariCarmen Garcia ARNOLDO BECHO Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			

Attachments, if any:

Memo for Food for Fines and Toy Drive 2023

Responsibilities upon Approval:

Following approval the library will begin exchanging food and toy donations for fine amnesty.

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

October 23, 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: MariCarmen Garcia, Rosalinda Cavazos, Luz Galindo
Fr: Arnoldo Becho, Library Director
Re: Request to approve the Food for Fines and Toy Drive Program 2023

During the Holiday Season (Nov-Feb) library has traditionally taken in canned goods and toys from the public in exchange for fine forgiveness. Library fines are very typically low in value (less than \$3) and many individuals donate to the cause even if they do not have a fine present on their account. Thus, the activity does not reduce revenues greatly but does have a very positive community result. The last few years we have collected greater than 2,000 total pounds of food and hundreds of toys.

The Library typically partners with the Police Department Toy Drive and all donations received will supplement that Toy Drive. Collected food is donated to the RGV Food Bank, if another City Department does not have a food drive. Only non-perishable food items will be accepted, monetary and other donations will not be accepted. Fine forgiveness does not extend to cost associated with lost or damaged materials. Cost associated with lost or damaged materials are classified as fees and the library does not desire to have forgiveness apply to lost or damaged items.

This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and invites all community individuals and community organizations to help promote the program. We would love to collect as much for the needy in our community as possible. 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



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7078	
From: ARNOLDO BECHO			
Subject: Approval to accept donated monies and gift donations from local vendors and/or the public for library programming within Fiscal Year 2023-2024 and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The Mayor Joe V. Sanchez Public Library would like to request permission to apply all monetary donations solicited for library programming to the Library Programming Budget line item. The funds received will be used with reasonable respect to the intentions of the donors. Gift donations for library programming will be used as incentives for reading and participation. Predominant among library programming are our annual SRP and WRP. This request asks for permission to solicit gifts for those programs as well as other library programming that may take place throughout the year.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
MariCarmen Garcia ARNOLDO BECHO Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval.			
Attachments, if any: 2023-2024 Memo for Accpetance of monetary and inkind donations			
Responsibilities upon Approval: Solicitation of donations by the library.			

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

October 23, 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: MariCarmen Garcia, Rosalinda Cavazos, Luz Galindo
Fr: Arnoldo Becho, Library Director
Re: Request to approve acceptance of donated monies and gifts for library programing

Annually the Library conducts literacy programing for the local community. This includes the popular Summer Reading Program and Winter Reading Program. The goal of library programing is to motivate children to read for enjoyment and to promote life-long literacy habits. A big part of our program is the incentives we can offer due to the generosity of the public and local businesses. The gifts and monetary donations they provide go to prizes and amenities that serve to motivate children to attend more programs and read more books.

The agenda item in question allows the library to receive donations and use them for library programing. All monetary donations solicited for library programing are applied to the library programing budget line item (101-5410-544028) and spent directly on library programing. The funds received are always used with reasonable respect to the intentions of the donors. Gift donations for library programing are used as incentives for reading and participation. This action directly leads to greater participation within library programs and is strongly supported by library staff.

This program is an excellent public service we are happy to have the opportunity to provide to our customers. 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



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7095	
From: ROBERT LOPEZ			
Subject: Approval to accept BC- Body Worn Camera (BWC) Program Grant # 4367802 for the amount of \$26,957.91 with a 25% match (\$8,985.97) and a total project cost of \$35,943.88 to purchase a server/storage/backup, body-worn cameras and installation service and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.			
Funding Source (budget code, if applicable): BC-Body-Worn Camera (BWC) Program			
Amount: \$35,943.88		Term of Impact: 12 months	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 ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: SOGA Body Worn Camera Program #4367802			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4367802	Award Amount:	\$26,957.91
Date Awarded:	10/24/2023	Grantee Cash Match:	\$8,985.97
Grant Period:	09/01/2023 - 08/31/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2024	Grantee GPI:	\$0.00
Program Fund:	BC-Body-Worn Camera (BWC) Program	Total Project Cost:	\$35,943.88
Grantee Name:	Weslaco, City of		

Project Title: Weslaco Body Worn Camera Program
Grant Manager: Sylvia Garcia
Unique Entity Identifier (UEI): GJMZDZZAN4J3

CFDA: N/A
Federal Awarding Agency: N/A - State Funds
Federal Award Date: N/A - State Funds
Federal/State Award ID Number: 2024-BC-ST-0020

Total Federal Award/State Funds Appropriated: \$6,895,251.00

Pass Thru Entity Name: Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D: No

Federal/State Award Description: Funds are used for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7104	
From: REBEKAH DE LA FUENTE			
Subject: Approval of the six-month extension for the Final Plat for Sayyed Commercial Development being a 2.960-acre out of farm tracts 1065, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Southeast corner of Mile 11 North & FM 1015 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one (1) lot subdivision is located outside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on October 18, 2023. This is the 1 st extension. The project is within county's jurisdiction. Engineering has provided an email.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the six-month extension			
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 approval of the six-month extension.			
Attachments, if any: Sayyed Commercial- Memo, Sayyed commercial- Aerial			
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: Sayyed Commercial- Six-Month Extension

DATE: October 10, 2023

The proposed subdivision was previously approved by the City Commission the Final Plat approval expired on October 18, 2023. This is the first 6-month extension request. This project is within County's jurisdiction and they are overseeing construction of the development. Engineering has provided an email.

Thank you,

Rebekah de la Fuente, CFM

ida St

Ridgely County East Substation

Taqueria El Mexicano

Mile 11 N Rd

Mile

Mr. Garcia's y mas
Los Pinos Hardware Co

Rosalinda St

N Farm to Mar



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7105	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Rio Stone Subdivision Phase I being a 23.05-acre out of farm tracts 648 & 649, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 340 ft south of mile 6 ½ north along the west side of Milano Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed fifty-four (54) lot subdivision is located outside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on August 3, 2023. This is the 1 st extension. Project is about 97 % completed only thing pending is the south side sidewalk and the Cluster mailboxes. Engineering has provided an email.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the six-month extension			
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 approval of the six-month extension.			
Attachments, if any: Rio Stone Ph I- Memo, Extension letter, Email -Extension for Rio Stone Phase 1&2, Rio Stone Ph 1- Aerial (1)			
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: Rio Stone Phase I- Six-Month Extension

DATE: November 2, 2023

The proposed subdivision was previously approved by the City Commission the Final Plat approval expired on September 20, 2023. This is the first 6-month extension request. . City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. Project is about 97 % completed only thing pending is the south side sidewalk and the Cluster mailboxes. Engineering has provided an email.

Thank you,

Rebekah de la Fuente, CFM

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

October 9, 2023

Ms. Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

Re: Rio Stone Subdivision Phase I and Phase II

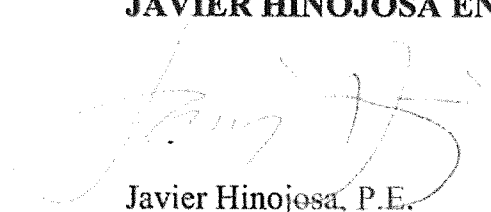
Dear Ms. De la Fuente,

Please accept this letter on behalf of the Developer of the Rio Stone Subdivision Phase I and Phase II for an extension of the subdivision approval. The construction for Phase I has been completed and is pending final inspection corrections. We hope to record the plat very soon. Phase II will begin construction once I am given the go ahead by the Developer. Your assistance in this matter is greatly appreciated.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#)
Subject: Extension for Rio Stone Phase 1&2
Date: Thursday, October 19, 2023 5:08:01 PM
Attachments: [image001.png](#)

Good afternoon,

This Email is to respond to the letter of extension being requested for the projects of Rio Stone Phase 1&2.

- Rio Stone Phase 1, project is completed the only thing pending is the south side sidewalk and the Cluster boxes and project will be 100% completed.
- Rio Stone Phase 2, Has not been started and will be needing the extension so they may start working on it.

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

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

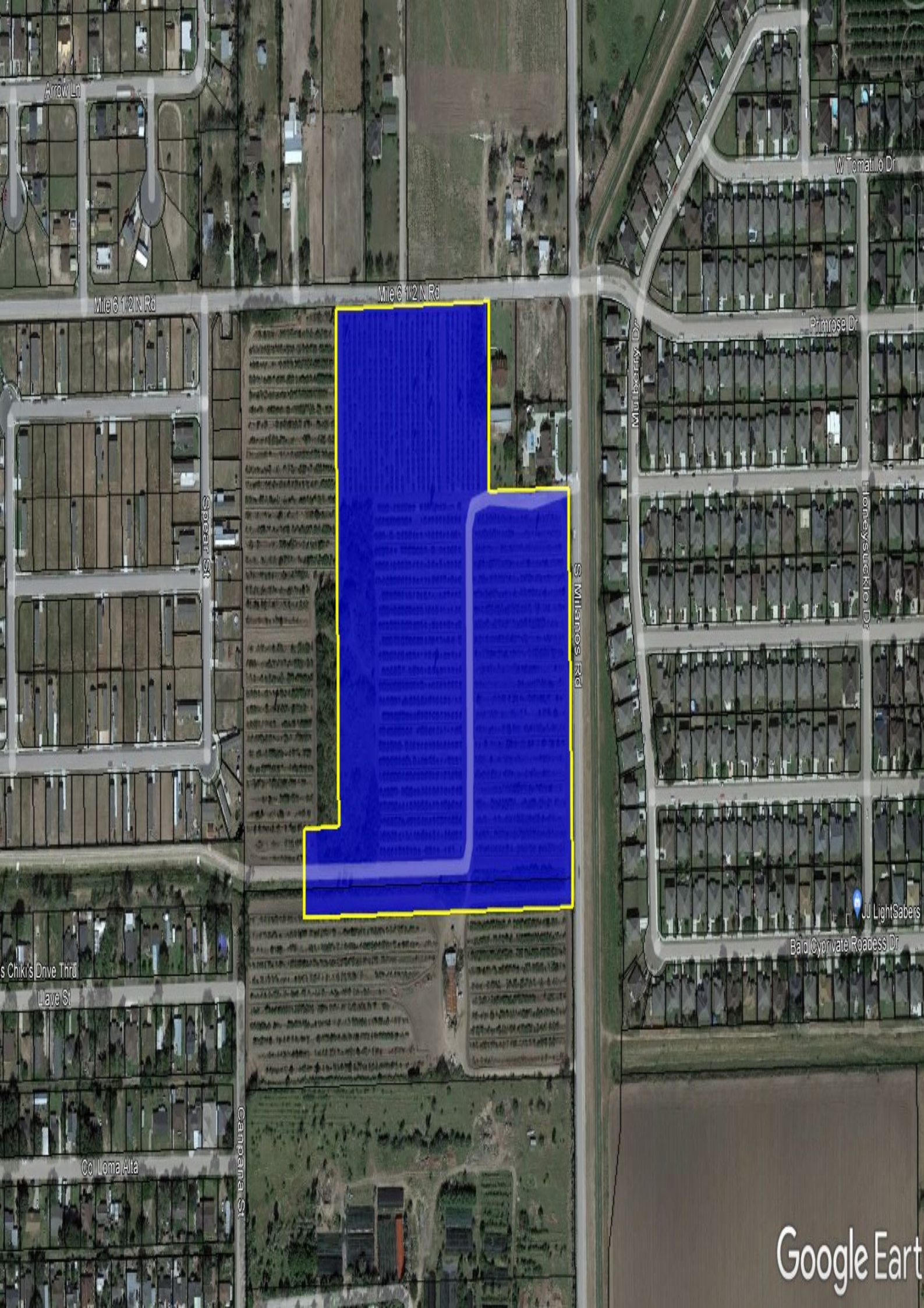
Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

jmondragon@weslacotx.gov



Arrow Ln

W Tomatillo Dr

Mile 6 1/2 N Rd

Mile 6 1/2 N Rd

Spear St

S Milanos Rd

Mulberry Dr

Primrose Dr

Honeysuckle Dr

JJ LightSabers

Bald Cypress Road Dr

s Chik's Drive Thru
Llave St

Col Loma Alta

Campana St

Google Earth



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7106	
From: REBEKAH DE LA FUENTE			
Subject: Approval of a six-month extension for the Final Plat for Rio Stone Subdivision Phase II being a 14.19-acre out of farm tracts 648 & 649, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 340 ft south of mile 6 ½ north along the west side of Milano Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed sixty-eight (68) lot subdivision is located outside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on August 3, 2023. This is the 1 st extension. The project has not been started and will need the extension. Engineering has provided an email.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the six-month extension			
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 approval of the six-month extension.			
Attachments, if any: Rio Stone Ph II- Memo, Extention letter, Email -Extension for Rio Stone Phase 1&2, Rio Stone Ph 2- Aerial			
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: Rio Stone Phase II- Six-Month Extension

DATE: November 2, 2023

The proposed subdivision was previously approved by the City Commission the Final Plat approval expired on September 20, 2023. This is the first 6-month extension request. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The project has not been started and will need the extension. Engineering has provided an email.

Thank you,

Rebekah de la Fuente, CFM

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

October 9, 2023

Ms. Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

Re: Rio Stone Subdivision Phase I and Phase II

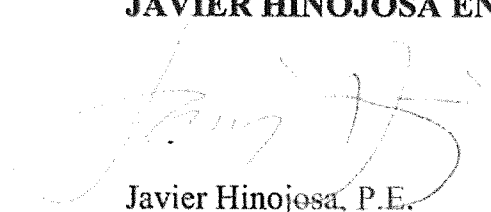
Dear Ms. De la Fuente,

Please accept this letter on behalf of the Developer of the Rio Stone Subdivision Phase I and Phase II for an extension of the subdivision approval. The construction for Phase I has been completed and is pending final inspection corrections. We hope to record the plat very soon. Phase II will begin construction once I am given the go ahead by the Developer. Your assistance in this matter is greatly appreciated.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#)
Subject: Extension for Rio Stone Phase 1&2
Date: Thursday, October 19, 2023 5:08:01 PM
Attachments: [image001.png](#)

Good afternoon,

This Email is to respond to the letter of extension being requested for the projects of Rio Stone Phase 1&2.

- Rio Stone Phase 1, project is completed the only thing pending is the south side sidewalk and the Cluster boxes and project will be 100% completed.
- Rio Stone Phase 2, Has not been started and will be needing the extension so they may start working on it.

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

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

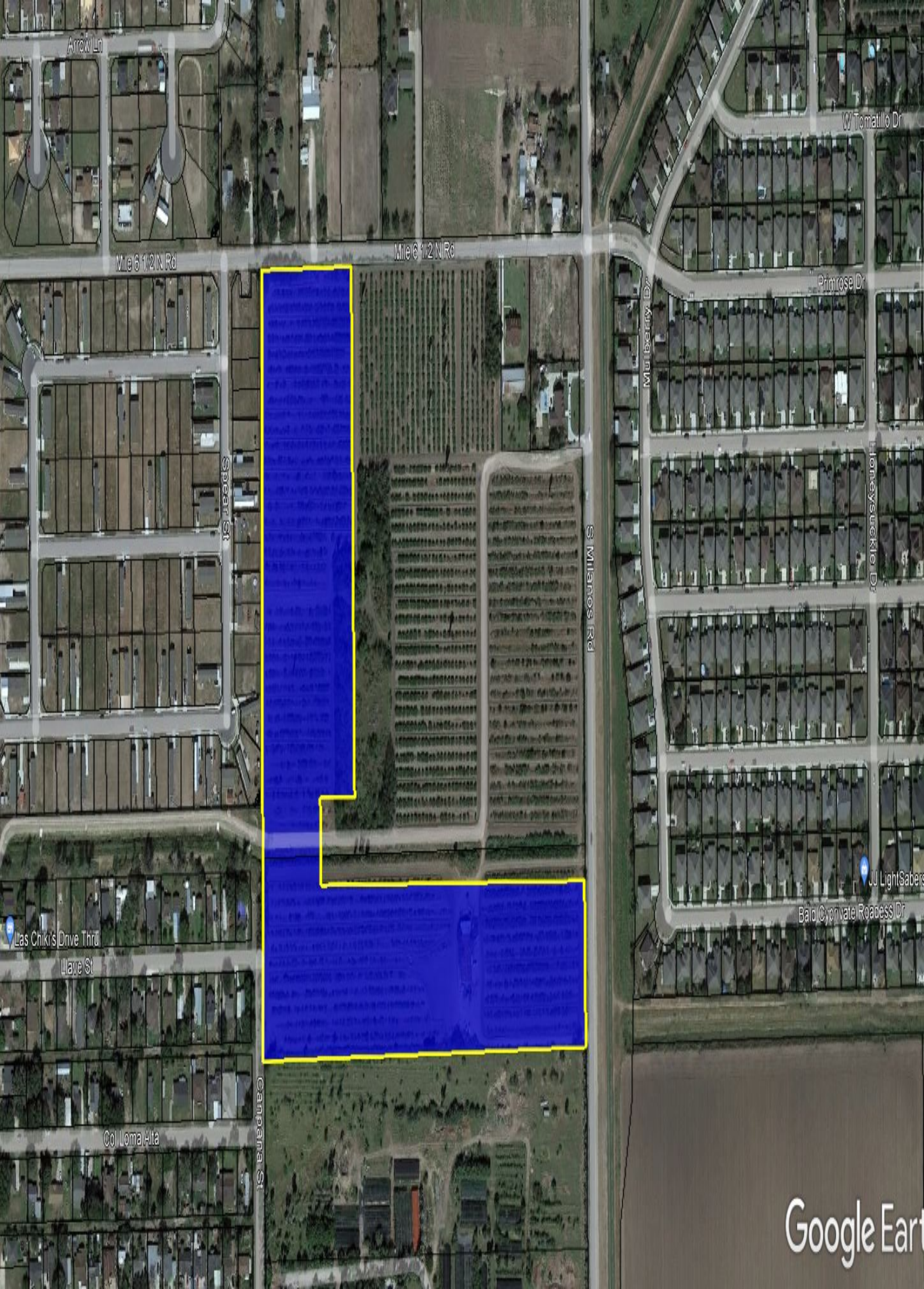
Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

jmondragon@weslacotx.gov



Arrow Ln

Milagro 1/2 N Rd

Milagro 1/2 N Rd

W Tomatillo Dr

Primrose Dr

Mulberry Dr

Honeyuckle Dr

S Milenos Rd

JJ Light Sabers

Bald Cypress Roadess Dr

Las Chik's Drive Thru

Llave St

Col Loma Alta

Campana St

Google Earth



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7107	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Greener Pastures Mobile Home Subdivision PH II– being A 3.94 acre tract of land out of Lot 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Weslaco, Hidalgo County, Texas located approximately on Main Gate Drive and Corral Drive and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed fourteen (14) lot subdivision is outside the City of Weslaco. Six-month extension of the Final Plat approval is set to expire on November 15, 2023. This is the 4 th 6-month extension for the subdivision. Project is about complete only pending lights with the electrical provider. Engineering has provided an email.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended a four month extension.			
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 approval of the six-month extension.			
Attachments, if any: Greener Pastures Mobile Home Phase II- Memo, Extention request, Greener pastures -email, Greener Pastures Ph II- Aerial			
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: Greener Pastures Mobile Home Phase II- Six-Month Extension

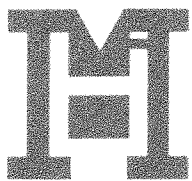
DATE: November 2, 2023

The proposed subdivision was previously approved by the City Commission the Final Plat approval and has requested three previous extensions set to expire on November 18, 2023. This is the fourth 6-month extension request. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The project about complete only pending lights and power with the electrical provider. Engineering has provided an email.

The Planning and Zoning Commission recommended for only a four-month extension.

Thank you,

Rebekah de la Fuente, CFM



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

October 24, 2023

Rebekah De La Fuente, Planning Director
CITY OF WESLACO PLANNING DEPT.
255 South Kansas Ave.
Weslaco, TX 78596

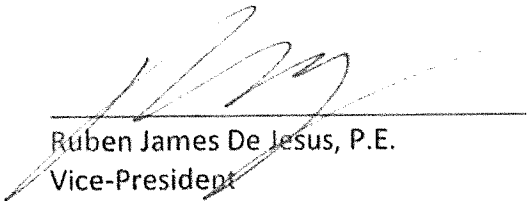
Re: GREENER PASTURES MOBILE HOME SUBDIVISION PHASE II – REQUEST FOR EXTENSION

Dear Ms. De La Fuente:

On behalf of the owner, Amistad Finance, LLC, we are requesting an additional six-month extension on the above referenced subdivision plat. Our records indicate that the extension is set to expire on November 15, 2023.

Your consideration on this request at your next board meeting is appreciated. If you have any questions and/or require additional information, please do not hesitate to contact me.

Respectfully,



Ruben James De Jesus, P.E.
Vice-President

Cc: John G. Phillips, Amistad Finance, LLC

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#); [Arlene Lara](#)
Subject: Extension Letter
Date: Wednesday, October 25, 2023 2:40:02 PM
Attachments: [image001.png](#)

Good Afternoon,

This Email is to respond to the Extension letter for the project of Greener Pastures Mobile Home Subdivision Phase2, the only thing that's pending is the Light but that would have to be discussed with their light provider on the delay. That would be the only thing pending for our department. If you have any questions or concerns please feel free to contact me.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

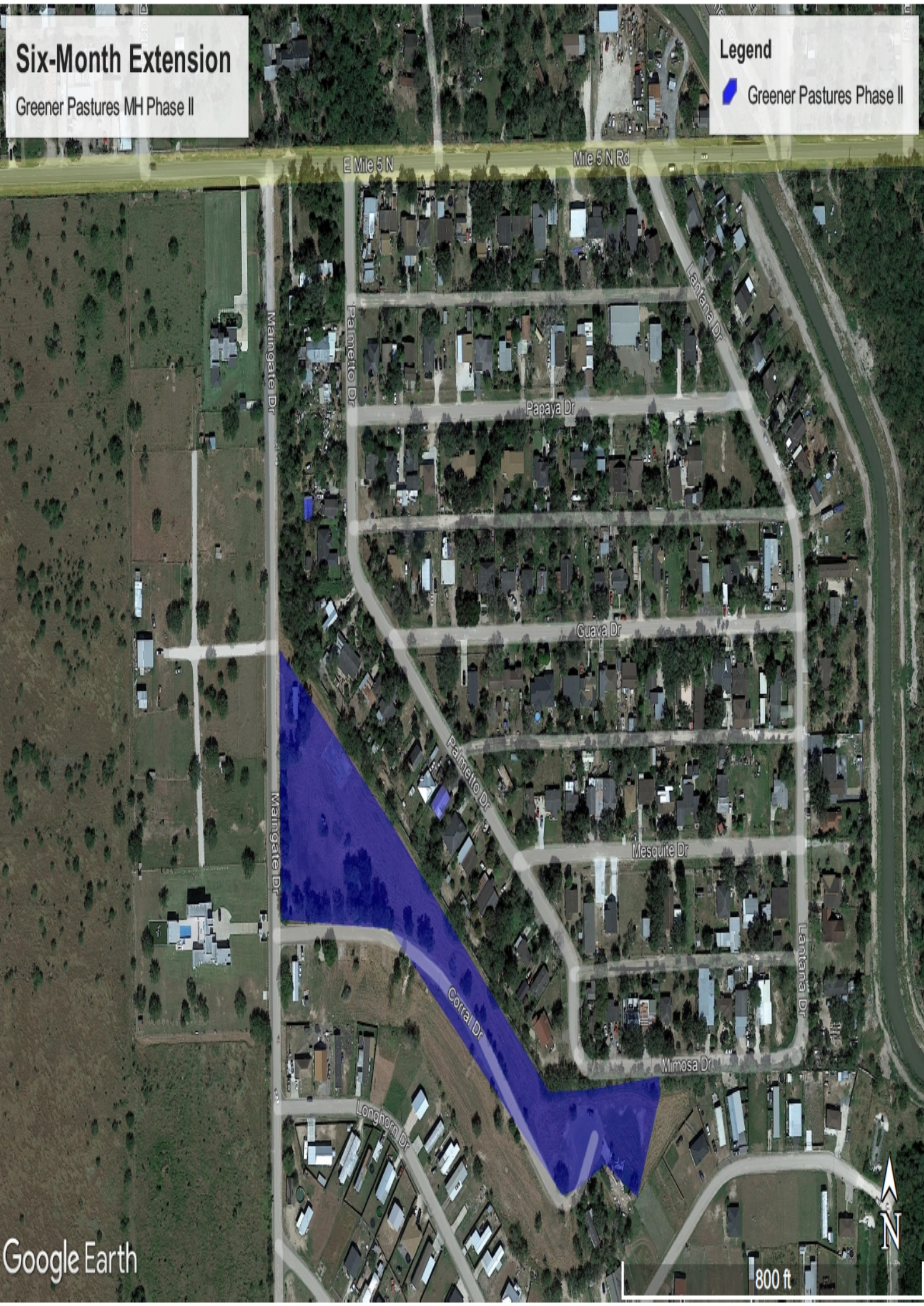
jmondragon@weslacotx.gov

Six-Month Extension

Greener Pastures MH Phase II

Legend

 Greener Pastures Phase II



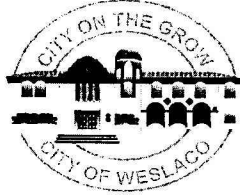


Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7109	
From:			
Subject: Approval of the correction of a cooperative that was initially approved as buyboard to HGACBuy Contract # FS12-19 for the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus at a cost not to exceed the amount of \$1,582,819 out of the Fire Department Apparatus Replacement Program and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: To be purchased under the HGACBuy Contract not Buy Board.			
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: October 10, 2023			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Metro Fire Certificate and Quote, HGACBUY			
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

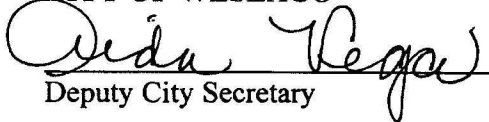
Martin Garza, City Manager

I, Aida Vega, Deputy City Secretary of the City of Weslaco, Texas, hereby certify that the Weslaco City Commission at their Special Meeting of October 10, 2023, approved item(s) as follows under **V. NEW BUSINESS:**

- K. Approved the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus Specialist BuyBoard Contract # 651-21 at a cost not to exceed the amount of \$1,582,819.00 out of the Fire Department Apparatus Replacement Program and authorized the Mayor to execute any related documents.

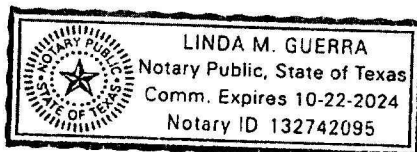
DATED this 13th day of October 2023.

CITY OF WESLACO


Deputy City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 13th day of October 2023 and that the above facts are true and correct to the best of her knowledge.




Linda M. Guerra, Notary Public
My Commission Expires: 10/22/2024

STATE OF TEXAS



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

Thursday, June 08, 2023

Weslaco Fire Department
Fire Chief Antonio Lopez
255 South Kansas
Weslaco, TX 78596

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan Pumper on a Gladiator Chassis and equipment as specified:

Pumper Price \$1,249,240.00
Equipment/Make Ready Price \$333,579
HGAC Fee \$2000.00

TOTAL \$1,582,819.00

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals of the Weslaco Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 450 calendar days **after receipt of a signed change pre-construction change order**. The completed apparatus will be delivered to you at:

*Weslaco Fire Department
Weslaco, Texas 78596*

Unless accepted within 30 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw or adjust this proposal.

By _____
Brian Russell – Apparatus Manager

TERMS:

Payment due upon delivery and acceptance of completed apparatus.



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL OPTIONS

Option #1

Pre-Pay the entire purchase of apparatus and equipment:

Save (\$86,480)

Total Pre-Payment Amount **\$1,496,339**

If a performance or cash payment bond is desired it would come at an additional cost of **\$6,360**
(this is based on the purchase price of \$1,496,339)

Option #2

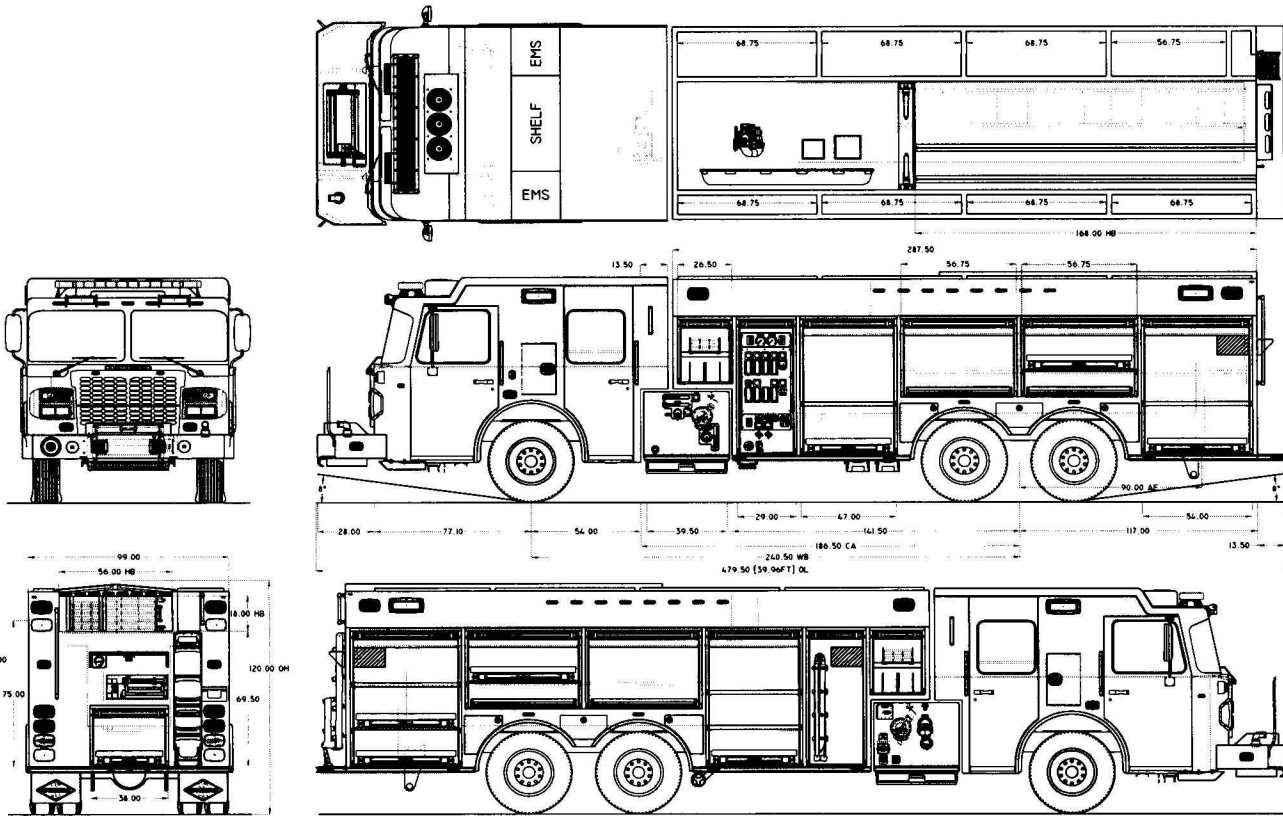
Pre-Pay 50% of the purchase of the apparatus and equipment:

Save (\$43,240)

Total Pre-Payment Amount **\$769,790**

Remaining Payment Amount Upon Delivery & Acceptance in Weslaco of completed Unit **\$769,789**

If a performance or cash payment bond is desired it would come at an additional cost of **\$3,272**
(this is based on the pre-payment of \$769,790)



EMERGENCY RESPONSE					
CHASSIS: SPARTAN GLADIATOR MFD 10RR					
ENGINE: CUMMINS X12 500HP					
TRANSMISSION: ALLISON 4000 EVS					
AXLES: 22,800# FRONT / 40,000# REAR					
MODEL: STAR PUMPER					
WATER/FOAM: 1400 / 30 GALLONS					
PUMP: WATERLOUS CSU 2250GPM DE RATED TO 2000GPM					
FOAM SYSTEM:					
GENERATOR:					
DOOR FRAMED OPENINGS					
COMPARTMENT	DOOR FRAMED OPENING				
L1	29'-0" W x 7'-0" H				
L2	47'-0" W x 7'-0" H				
L3	56'-75" W x 4'-0" S-H				
L4	56'-75" W x 4'-0" S-H				
L5	56'-0" W x 7'-0" H				
R1	29'-0" W x 7'-0" H				
R2	47'-0" W x 7'-0" H				
R3	56'-75" W x 4'-0" S-H				
R4	56'-75" W x 4'-0" S-H				
R5	56'-0" W x 7'-0" H				
R6	38'-0" W x 3'-0" S-H				
SPECIAL NOTES					
THE PUMP PANEL LAYOUT IS REFERENCE ONLY. THE LOCATION OF COMPONENTS WILL CHANGE AS REQUIRED FOR DESIGN AND CUSTOMER INPUT POST THE PRE-CONSTRUCTION MEETING.					
CUSTOMER					
THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE APPARATUS. IN ALL CASES, WHERE THE DRAWING AND THE WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING TO ASSURE THAT YOUR NEEDS ARE MET.					
PROPRIETARY AND CONFIDENTIAL					
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPARTAN EMERGENCY RESPONSE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPARTAN EMERGENCY RESPONSE IS PROHIBITED. SPARTAN FIRE LLC, D/B/A SPARTAN EMERGENCY RESPONSE					
05/06/21/23 INITIAL PROPOSAL B.H.					
REV. DATE DESCRIPTION NAME					
SCALE: NOT TO SCALE					
CUSTOMER: WESLACO FIRE DEPARTMENT					
TRUCK NUMBER: 000000		DEALER: METRO FIRE APPARATUS			



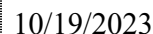
Contract Pricing Worksheets

Rev 02-05-07

**NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.



\$1,582,819

PUBLISHED OPTIONS

[illegible]

UNPUBLISHED OPTIONS

[illegible]

UNPUBLISHED OPTIONS - Page 1

Qty	Part Number	Description	Extended Description
1	AKR-ELSS-XLAC-HK2-LKI	SCENE STAR LED LIGHT KIT	FOR A 2000 WATT GENERATOR
2	BEA-HLN9073	HANG UP CLIP FOR MIC	
1	BEC-AX240	2.5 GALLON WATER EXTINGUISHER	
1	BEC-AX331	15# CO2 EXTINGUISHER	AMEREX BRAND
1	BEC-AX411	20# ABC EXTINGUISHER	AMEREX BRAND
1	BRC-BRO-60V-9CS	9" BATTERY SAW SET, 60V	(3) 9" DIAMOND BLADES,
1	BUL-QXTBUNDLE-RED	BULLARD QXT IMAGER	TEMP AND SUPER RED HOT COLOR
1	COR-03-501-05	30" TRAFFIC CONE PACK & POP	5 PER CASE - COMES WITH
1	CTL-180PP	60" PINCH POINT CROWBAR	
4	CUP-JUMBO HOLDER - 1	TWO TIERED DUAL JUMBO	LARGE CUP HOLDER - BLACK
2	DNS-NETTING	EMS NETTING, STRAPPING DESIGN	
1	ELK-S-454	ADJUSTABLE HYDRANT WRENCH	
2	ELK-T-464	UNIVERSAL SPANNER WRENCH	
1	FHU-BC-36	36" BOLT CUTTERS	
1	FHU-DDKEY	DOUBLE DROP KEY	
1	FHU-EKS-12	ELEVATOR KEY SET	
1	FHU-FA-6	6LB. FLATHEAD AXE	FIBERGLASS HANDLE
1	FHU-FAP-6	6LB. PICKHEAD AXE	FIBERGLASS HANDLE
1	FHU-K-TOOL	K-TOOL COMPLETE	INCLUDES LEATHER POUCH
1	FHU-MPBK-16	MINI PRO BAR KIT 16"	
1	FHU-RH-6	NEW YORK ROOF HOOK 6'	STEEL W/CHISEL END
1	FHU-SRF-5-W/D	5" SHEETROCK HOOK	
4	FIR-RV-REGULAR	ULTRABRIGHT VEST, RED, FIRE	SIZES M - XL
1	GFG-G450-11465K	RECHARGABLE G450 4-GAS	02, LEL,H2S, CO W/ SMART
4	GOS-CVS10-12X14	SALVAGE COVER 10 OZ. RED VINYL	12' X 14'
2	GOS-HR-10-3X20	HALL RUNNER 10 OZ VINYL 3 X 20	RED VINYL
1	HAR-HHR-2	TWO MAN HOSE ROLLER	
1	JOT-425-6064	FACE PLATE ASTRO	3" TOTAL HEIGHT
10	KEY-DP17-1000-BLU-50-ARN	COMBAT READY 1.75" X 50'	BLUE HOSE
14	KEY-DP30-800-BLU-50-ARN	BIG-10 - 3" X 50'	BLUE HOSE
10	KEY-RC50-450-YLW-100-STZ	PRO FLOW LDH 5" STZ X 100'	YELLOW HOSE
1	KOC-35R151-H52	FF RL SW NH 1.5" X 1"	
1	KOC-35R151-H52	FF RL SW NH 1.5 X 1	
1	KOC-35R1515-H52	DOUBLE FM 1.5" X 1.5" ADAPTER	SWIVEL / NST
1	KOC-35R1515-H52	FF RL SW NH 1.5" X 1.5"	
1	KOC-35R2525-H52	FF RL SW NH 2.5 X 2.5	
1	KOC-36R1515-H52	DOUBLE MALE 1.5" ADAPTER	ROCKER LUG / NST
1	KOC-36R2525-H52	MM NH RL 2.5 X 2.5	
1	KOC-37R151-H52	F NH RL 1.5" X M NH 1"	RIGID
2	KOC-37R2515-H52	F NH RL 2.5 X M NH 1.5	RIGID
1	KOC-40H15FGG-H52	1.5 F X 2 GHT M HAZMAT ADPTR	
1	KOC-BW-01-P18	BOOSTER HOSE SPANNER WRENCH,	BLACK
3	KOC-KS34-P18	UNIVERSAL SPANNER WRNCH W/ SET	SET OF 4
2	KOC-S54L545-H52	5 STORZ X F RL SW NH 4.5 LH	
1	KOC-S54R525-H52	5 STORZ X F RL SW NH 2.5	
1	LEA-PLY-6AH-B	AMERICAN HOOK, OAL 6', HIVIZ	
1	LON-THE PIG	THE PIG W/ 32" FIBERGLASS	HANDLE, NOTCHED
3	MET-HYDRANT/SPANNER SET	ONE ADJUSTABLE HYDRANT WRENCH	TWO 2.5" SPANNERS AND MOUNT
1	MET-MISC-EQUIPMENT	DEWALT 20-Volt MAX LITHIUM ION	CORDLESS COMBO KIT
1	MET-MISC-EQUIPMENT	DEWALT 1/4 in. x 3/8 in	Drive Polished Chrome
2	MET-MISC-EQUIPMENT	DEWALT FLEXVOLT 6AH BATTERY	DCB606
1	MET-MISC-EQUIPMENT	DEWALT 20V 1/2" IMPACT WRENCH	CORDLESS KIT, DCF899M1
1	MET-MISC-EQUIPMENT	DEWALT 16" FLEXVOLT CHAINSAW	KIT W/ 3AH BATTERY AND CHARGER
1	MET-MISC-EQUIPMENT	RADIOS, MDT, ETC	LOOSE EQUIPMENT
1	MET-MISC-EQUIPMENT	RESCUE TOOLS	CUTTER, SPREADER, BATTERIES
2	MET-MR-ANTENNA	PANORAMA ANTENNA ASSEMBLY	AND INSTALLATION.
2	MET-MR-CABINET SEAT RISER*	CUSTOM COMPARTMENT BUILT	ON REAR FACING SEAT RISER W/
1	MET-MR-CONSOLE SMALL	CUSTOM ENGINE TUNNEL CONSOLE	BUILT TO CUSTOMER
2	MET-MR-CROSSLAY FLAP	D&S RED VINYL CROSSLAY FLAP TO	COVER THE ENDS OF THE CROSSLAY
1	MET-MR-FLASHLIGHTS	INSTALL FLASHLIGHTS IN CAB	(LOCATION TBD AT WALK AROUND)
1	MET-MR-HOSE BED FLAP	D&S VINYL HOSEBED FLAP	USED W/ ALUMINUM HOSEBED COVER
1	MET-MR-HOSE WELL STRAPS	D&S HOSE WELL STRAPS	PRICE IS FOR A SET

UNPUBLISHED OPTIONS - Page 2

1	MET-MR-HURRICANE WIRELESS	TFT WIRELESS MONITOR PACKAGE	AVAILABLE WITH 12" OR 18"
1	MET-MR-LDH HOSE RESTRAINT	SOFT SUCTION HOSE RESTRAINT	INCLUDES CUSTOM POLY POST
1	MET-MR-MDT SLIDE	SLIDE OUT ASSEMBLY FOR MDT	MOUNTED ON OFFICERS DASH
1	MET-MR-RADIO INSTALL	INSTALL CUSTOMER SUPPLIED	RADIO.
1	MET-MR-RESCUE TOOL MOUNT	INSTALL CUSTOMER SUPPLIED	RESCUE TOOLS IN TRAY W/ CUSTOM
1	MET-MR-SAW MOUNT	MOUNT FOR (2) SAWS.	INCLUDES GAS CAN TRAY &
1	MET-MR-SHELF FULL DEPTH	3/16" ALUMINUM SHELF, FULL	DEPTH & FULL WIDTH OF COMPT.
2	MET-MR-SMART STORAGE FOAM	INSTALL FOAM INTO SMART	STORAGE DRAWER OVER
1	MET-SMALL TOOL BOX	LISTA 28 1/4"W 22 1/2"D	27 1/2" H BLACK, 3 DRAWER
2	NUP-10025	DEAD BLOW HAMMER (10025)	
1	NUP-36210	10' YPD PIKE POLE (36210)	FEATHERLIGHT CLASSIC
1	NUP-68041	BROOM HEAD, 24" WIDE	W / BRACKET
1	NUP-69701	18" BOLT CUTTER (69701)	HEAVY DUTY
1	NUP-72155	ERGO POWER ALUMINUM SCOOP	.3333333333 PKG
1	NUP-HI24GFC	54" FIBERGLASS BROOM HANDLE	
2	ONS-70015	27" LED LIGHT W/ 3' LEAD WIRE	
3	ONS-92510	TALON HELMET MOUNT	MULTI-ADJUST BRIM POINTS,
1	PAC-1001	HOOKLOK / MOUNT	GRIP RANGE 1" - 1.25"
15	PAC-1004-PT	HANDLELOK STRAP MOUNT	GRIP RANGE .125" - 1.75"
1	PAR-22-000680	30" SINGLE PIECE FORGING	HOOLIGAN TOOL W. STD. CLAW
1	PAR-22-888140G2	KPI-12 12 TON KEVLAR BAG	15" X 15"
2	PAR-22-888160G2	KPI-22 KEVLAR LIFT BAG	GENERATION 2
4	PAR-22-890490-150	INLINE RELIEF VALVE FOR G2	150 PSI
1	PAR-22-890513	16FT BLACK HOSE	
1	PAR-22-890514	16FT BLUE HOSE	
1	PAR-22-890515	16FT YELLOW HOSE	
1	PAR-22-890516	16FT RED HOSE	
1	PAR-22-890517	16FT GREEN HOSE	
1	PAR-22-890900G3-150	DUAL DEADMAN ALB CONTROLLER G3	
1	PAR-22-895401G3	MAXIFORCE PRESET REGULATOR G3	
1	RAM-XHMEG	FUSE HOLDER FOR AMG FUSES	
1	RES-20845500346	LARGE SWIFT WATER BAG 30 X 16"	
1	SCT-7012471454	TOOL ADAPTER	
1	SEN-SH1	SINGLE STORZ MOUNT	SINGLE APAPTER HOLDER 4" / 5"
1	SNT-STENCIL	STENCIL ALL SECTIONS	"BFD E-6"
1	SPC-FB1201C	EAGLE	
1	SPC-RMP4906AC	2.5" NST CHROME SCREW PLATE	
1	STE-32935	BIG EASY STORAGE POUCH	
1	STE-32955	BIG EASY "GLO" LOCKOUT KIT	INCLUDES PAINT PROTECTOR
1	SVI-SV789-16	BATTERY SAW KIT,	CARBIDE CHAIN, BAR,
1	SVI-V18-BD-12-AC-SP	18" BATTERY PPV INCLUDES	(2) 12AH DEWALT BATTERIES
1	TEL-EU-2200ITA	HONDA GENERATOR, 2200W, 3.5HP	RECOIL START
2	TEL-SPRINKLER STOP	SPRINKLER STOP	6 3/4" LONG
1	TER-880066	FUSE BLOCK	ATO/ATC 12 W/NEG, COVER
1	TES-47999	806-866 PHANTOM ANTENNA	BLACK
2	TFT-A01ST	BLIND CAP 5" STORZ W/ LANYARD	LOCK NOT INCLUDED
2	TFT-AV5NJ-NJ	2.5" QUARTER TURN HYDRANT	VALVE 2.5"
2	TFT-AX1ST-NX	JUMBO BALL INTAKE VALVE	5" STORZ RIGID X 6" F NH SW
2	TFT-AYNJ-NF	GATED WYE 2.5NH X 1.5NH	
3	TFT-FSS12	STRAIGHT TIP 15/16 X 1.5NH	
1	TFT-GDD3G1S	1" F NH G-FORCE NOZZLE	WITH PISTOL GRIP & SLIDE VALVE
3	TFT-GF3D1F	1.5" NH FEMALE 75 PSI SELECT	PISTOL GRIP W/ MOLDED TEETH
1	TFT-JTS250PS	THUNDERFOG W/GRIP 2.5	NH
1	TFT-PA2	TRANSFORMER PIERCING NOZZLE	150GPM AT 100 PSI
3	TFT-SVFFV	VORTEX W/DETENT SHUTOFF VALVE	
1	TFT-UM12	PRO/PAK 1.0	NH INLET
1	TFT-XXC-52-NH1	BLITZFIRE COMBINATION PKG	XX111A, 2.5" NHF X 2.5" NHM
48	TPC-1212	TURTLE TILE 12" X 12" BLACK	
1	TPC-QR-2	QUICK RESPONSE KIT	
8	VPR-6235	FUEL MIX 50:1 RATIO, QUART	***SOLD BY THE CASE OR QT***
1	WEH-GMM-2	GLAS-MASTER COMPLETE	
2	TPC-AM	MALE RAMP EDGE	

UNPUBLISHED OPTIONS - Page 3

1	WES-1016B	BLUESEA 12V USB POWER OUTLET	
1	WES-298040	40AMP MEGAFUSE	
1	WWG-6AV78	1 GALLON SAFETY GAS CAN	TYPE 1 RED JUSTRITE
16	ZIA-CPFL000003	QUIC-STRAP 2" FOOTMAN LOOP	
18	ZIA-CPFL000003	QUIC-STRAP 2" FOOTMAN LOOP	
1	ZIA-KD-UH-5-SF	SCBA WALKAWAY BRACKET	SHORT FOOTPLATE HI-CYCLE CLIPS
3	ZIA-UMFS-0511	5" UTILITY STRAP	
6	ZIA-UMFS-0511	5" UTILITY STRAP	
2	ZIA-UMFS-0711	7" UTILITY STRAP	
3	ZIA-UMFS-0711	7" UTILITY STRAP	
2	ZIA-UMFS-0911	9" UTILITY STRAP	
1	ZIA-UMFS-0911	9" UTILITY STRAP	
1	ZIA-UMFS-2311	23" UTILITY STRAP	
2	ZIA-UMVS-0565-11	VARIABLE STRAP	5" - 6-1/2" STRAP
1	ZIA-UMVS-0565-11	VARIABLE STRAP	5" - 6-1/2" STRAP
2	ZIA-UMVS-1116-11	VARIABLE STRAP	11" TO 16" VARIABLE STRAP
5	ZIA-UMVS-1116-11	VARIABLE STRAP	11" TO 16" VARIABLE STRAP
3	ZIA-UMVS-1625-11	VARIABLE STRAP	16" TO 25" VARIABLE STRAP
2	ZIA-UMVS-1625-11	VARIABLE STRAP	16" TO 25" VARIABLE STRAP
1	ZIA-UMVS-2544-11	VARIABLE STRAP	25" TO 44" VARIABLE STRAP
1	ZIA-UMVS-2544-11	VARIABLE STRAP	25" TO 44" VARIABLE STRAP



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7113	
From: IT Admin			
Subject: Approval for software maintenance and support renewal agreement for Tyler Technologies Incode system with Financial, Billing, Utility and Payroll software applications in the amount of \$67,181.89 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)			
Background: City Financial software hosts for HR payroll, AP, Procurement, Billing, Utilities, Collections, and GL modules.			
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 Rick Mendoza Martin Garza		Created/Initiated Pending	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Memo reTyler Renewal OCT2023, TYLER_INCODE_2023-24_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

To: Mayor and City Commission

From: Rick Mendoza, Information Technology Department

Re: Discussion and consideration renewal software maintenance and support of Incode System.

Date: November 1, 2023

Information Technology Department is requesting your approval of software maintenance and support renewal agreement for Tyler Technologies Incode system with financial, Billing, Utility and Payroll software applications in the amount of \$67,181.89.

The city uses this type of software to manage day-to-day business activities such as accounting, personnel management, cash collections, procurement, and payroll processing.

Information Technology staff recommends renewing maintenance and support agreement with Tyler Technologies to continue using the Incode system.

Rick Mendoza
Information Technology Director, City of Weslaco
Phone: 956.968.6253
Email: rmendoza@weslacotx.gov



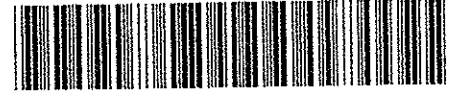
Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-435332	09/01/2023	1 of 2

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF WESLACO
255 S. KANSAS
WESLACO, TX 78596

Ship To: CITY OF WESLACO
255 S. KANSAS
WESLACO, TX 78596

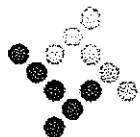
Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
45019 - MAIN - MAIN	185313		USD	NET30	10/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Weslaco, City of				
Easy Pay - Online Component v10		1	0.00	0.00
Maintenance Start: 01/Oct/2023, End: 30/Sep/2024				
ERP Pro Document Management Annual Fees		1		\$3,066.94
Tyler Output Processor Server - Maintenance				
Output Director - Maintenance		1		\$1,133.43
ERP Pro Financials Annual Fees		1		\$1,305.18
Incode Personnel Management Suite - Payroll - Electronic Time Clock Import Maintenance				
Forms Overlay - Maintenance		1		\$355.77
ERP Pro Utilities Annual Fees		1		\$37,444.96
Utility Handheld Meter-Reader Interface - Maintenance				
Mobile Service Orders - Maintenance		1		\$21,698.52
Hardware Annual Fees				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW - Maintenance				
Media Plus Automated Cash Drawer - Maintenance				
Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024				
ERP Pro Financials Annual Fees		1		\$21,698.52
Accounts Payable				
Accounts Receivable				
Fixed Assets				
General Ledger				
Payroll/Personnel				
Purchase Orders - Maintenance				
Project Accounting				
Secure Signatures				
HR Base Package				
Position Control/Budgeting				
GASB Module				
21 Combining Statements - Maintenance				
One Time Charge Import Utility				
Applicant Tracking Interface		1		\$21,698.52
ERP Pro Utilities Annual Fees				
Badger Utility Handheld Meter-Reader Interface				
Utility Payment Import				
Business License				
Central Cash Collection				
Permits & Inspections				

RECEIVED

AUG 2 2023

ACCOUNTS PAYABLE
CITY OF WESLACO



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-435332	09/01/2023	2 of 2

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF WESLACO
255 S. KANSAS
WESLACO, TX 78596

Ship To: CITY OF WESLACO
255 S. KANSAS
WESLACO, TX 78596

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
45019 - MAIN - MAIN	185313		USD	NET30	10/01/2023

Date	Description	Units	Rate	Extended Price
	Utility CIS System			
	Service Order Management			
	Additional Utility Meter-Reader Interface			
	Municipal Justice Annual Fees	1		\$1,388.13
	Collection Agency Export Interface			
	Third Party System Software	1		\$788.96
	System Software Non SQL Maintenance			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 67,181.89

Sales Tax \$0.00

Invoice Total 67,181.89



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6986	
From:			
Subject: Discussion and consideration on Resolution 2023-58 appointing members to the Weslaco Economic Development Corporation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)			
Background: The terms of Sandra Charlton and Jerry Gonzalez on the Weslaco Economic Development Corporation are set to expire December 2, 2023. Both members have expressed consideration for re-appointment.			
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 Martin Garza		Created	
City Manager Comments: Approve the nominees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Sandra Charlton re EDC_Redacted, Board App - Jerry Gonzalez redacted re EDC, R2023-58 appointments EDC Board Members (2)			
Responsibilities upon Approval: Execute, retain, notify appointees and department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: SANDRA CHARLTON DATE: 9-28-23

HOME ADDRESS: [REDACTED] WESLACO TX 78596
(☒) Inside City Limits (☐) Outside City Limits

MAILING ADDRESS: [REDACTED] WESLACO TX 78596

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)
CERTIFIED PUBLIC ACCOUNTANT

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

I CURRENTLY SERVE AS TREASURER OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD. I ALSO SERVE AS AN AMBASSADOR FOR THE WESLACO CHAMBER OF COMMERCE. I AM A SMALL BUSINESS OWNER IN THE CITY OF WESLACO. I PARTICIPATED IN THE CREATION OF 100 WOMEN WHO GIVE A DAMN MID VALLEY. I WISH TO CONTINUE SERVING ON THE EDC BOARD

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

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS - BUILDING _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION 1 _____
HOTEL OCCUPANCY TAX ADVISORY BOARD _____

WESLACO RECYCLING TASK FORCE _____
PARKS & RECREATION ADVISORY BOARD _____
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☐ NO



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Jerry Gonzalez DATE: 10-31-2023

HOME ADDRESS: [REDACTED]

() Inside City Limits

(x) Outside City Limits

MAILING ADDRESS: same

TELEPHONE: (cell) [REDACTED] (work) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)
Senior Vice President with Texas National Bank, Commercial lender, 30 years

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

WEDC board member since 2020, Chamber of Commerce Board member 2015-2020, Past EE Rotary President

Weslaco Boys & Girls Club -past volunteer coach, Weslaco Little League-past volunteer coach

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

AMBULANCE ADVISORY BOARD _____

WESLACO RECYCLING TASK FORCE _____

ANIMAL SHELTER ADVISORY BOARD _____

PARKS & RECREATION ADVISORY BOARD _____

BOARD OF ADJUSTMENTS - BUILDING _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____

BOARD OF ADJUSTMENTS - ZONING _____

PLANNING & ZONING COMMISSION _____

CITIZENS DRAINAGE ADVISORY BOARD _____

TOWER OF HONOR _____

CIVIL SERVICE BOARD _____

WESLACO AIRPORT COMMITTEE _____

ECONOMIC DEVELOPMENT CORPORATION X

HOTEL OCCUPANCY TAX ADVISORY BOARD _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ **YES**

☒ **NO**

RESOLUTION NO. 2023-58

A RESOLUTION OF THE CITY OF WESLACO APPOINTING
MEMBERS TO THE BOARD OF DIRECTORS OF THE ECONOMIC
DEVELOPMENT CORPORATION OF WESLACO

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

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

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

WHEREAS, the term of a members expired December 02, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed as a member of the Board of Directors of the Economic Development Corporation of Weslaco.

<u>Name</u>	<u>Term Expires</u>
_____	11/06/2026
_____	11/06/2026

PASSED AND APPROVED on this 6th day of November 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: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7043	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to adopt Ordinance 2023-48 amending ordinance 2013-22 Subdivision Ordinance Section 26-67 Inspection fees and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-48. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: As a result of new House Bill 3492 that went into effect on September 1, 2023, municipalities are no longer permitted to access subdivision infrastructure fees such as construction material testing (CMT) and inspection fees based on a percentage of the overall cost of construction. Currently, the City's Subdivision Ordinance requires a 5% inspection fee based on overall cost of construction, with 3% escrowed towards CMT testing and 2% to reimburse the city for construction inspections by staff. In accordance with HB 3492, staff has proposed that the developer pay for the full CMT proposal as provided by engineer staff and the funds will be placed in an escrowed account for that project. Additionally, each developer/engineer shall be sent a monthly invoice for actual hours inspected by the City construction inspector at a rate of \$75.00 per hour paid at a one hour minimum and funded up to the nearest hour.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the proposed amendment to the ordinance.			
Attachments, if any: 88(R) HB 3492 - Enrolled version - Bill Text, Current Inspection fees, O2023-48- Subdivision- Inspection fees			
Responsibilities upon Approval: Staff will implement and assess fees on all subdivision projects at time of pre-construction			

H.B. No. 3492

AN ACT

relating to county and municipal authority to impose certain value-based fees and require disclosure of certain information related to subdivision construction.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter Z, Chapter 212, Local Government Code, is amended by adding Section 212.906 to read as follows:

Sec. 212.906. CERTAIN VALUE-BASED FEES AND DISCLOSURE OF CERTAIN INFORMATION PROHIBITED. (a) This section applies only to an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by a municipality related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement associated with or required in conjunction with that construction.

(b) A municipality may not consider the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee subject to this section. The municipality shall determine the fee by considering the municipality's actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement.

(c) In determining the municipality's actual cost for reviewing and processing an engineering or construction plan or inspecting a public infrastructure improvement under Subsection (b), a municipality may consider:

(1) the fee that would be charged by a qualified, independent third-party entity for those services;

(2) the hourly rate for the estimated actual direct time of the municipality's employees performing those services; or

(3) the actual costs assessed to the municipality by a third-party entity that provides those services to the municipality.

(d) A municipality may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling or the public infrastructure improvements for a subdivision, lot, or related property development as a condition of obtaining approval for subdivision construction or for the acceptance of those public infrastructure improvements except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

(e) A municipality that imposes a fee for reviewing or processing an engineering or construction plan or inspecting a public infrastructure improvement shall annually publish the fee and the hourly rate and estimated direct time incurred by municipal employees for a fee calculated under Subsection (c)(2). The municipality must publish the information:

(1) on the municipality's Internet website; or

(2) if the municipality does not maintain an Internet website, in a newspaper of general circulation in the county in which the municipality is primarily located.

SECTION 2. Chapter 232, Local Government Code, is amended by adding Subchapter Z to read as follows:

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 232.901. CERTAIN VALUE-BASED FEES AND DISCLOSURE OF CERTAIN INFORMATION PROHIBITED. (a) This section applies only to

an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by a county related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction in a subdivision or a related improvement associated with or required in conjunction with that construction.

(b) A county may not consider the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee subject to this section. The county shall determine the fee by considering the county's actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement.

(c) In determining the county's actual cost for reviewing and processing an engineering or construction plan or inspecting a public infrastructure improvement under Subsection (b), a county may consider:

(1) the fee that would be charged by a qualified, independent third-party entity for those services;

(2) the hourly rate for the estimated actual direct time of the county's employees performing those services; or

(3) the actual costs assessed to the county by a third-party entity that provides those services to the county.

(d) A county may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling or the public infrastructure improvements for a subdivision, lot, or related property development as a condition of obtaining approval for subdivision construction or for the acceptance of those public infrastructure improvements except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

(e) A county that imposes a fee for reviewing or processing an engineering or construction plan or inspecting a public infrastructure improvement shall annually publish the fee and the hourly rate and estimated direct time incurred by county employees for a fee calculated under Subsection (c)(2). The county must publish the information:

(1) on the county's Internet website; or

(2) if the county does not maintain an Internet website, in a newspaper of general circulation in the county.

SECTION 3. The changes in law made by this Act apply only to a fee subject to Section 212.906 or 232.901, Local Government Code, as added by this Act, assessed by a county or municipality on or after the effective date of this Act.

SECTION 4. This Act takes effect September 1, 2023.

President of the Senate

Speaker of the House

I certify that H.B. No. 3492 was passed by the House on May 2, 2023, by the following vote: Yeas 142, Nays 3, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3492 was passed by the Senate on May 19, 2023, by the following vote: Yeas 23, Nays 8.

APPROVED: _____
Date

Governor

Secretary of the Senate

Sec. 26-67. - Inspection fees.

A fee for the inspection of the subdivision improvements shall be paid to the city prior to commencement of the construction of the subdivision improvements. The fee shall be equal to five percent of the estimated cost of constructing the subdivision improvements and approved by city engineer. The five-percent inspection fee is broken down as follows;

- (a) Three percent of the cost of the construction will be placed in an escrow account that will be utilized to pay for construction and materials testing fees, conducted by a third party geotechnical engineering firm that is contracted by the city, incurred by the city during the construction of the subdivision. Any fees invoiced in excess of the amount escrowed will be paid to the city by the owner prior to the recordation of the plat; any amount remaining in the escrow account after all construction has ceased and invoices paid will be returned to the owner.
- (b) The remaining two percent will be utilized by the city as a reimbursement for the inspections conducted by city staff during the construction of the improvements.

(Ord. No. 2013-22, § II, 10-15-2013)

ORDINANCE 2023-48

AN ORDINANCE AMENDING ORDINANCE NUMBER 2013-22, THE CITY OF WESLACO SUBDIVISION ORDINANCE; CODIFIED AS APPENDIX B, ARTICLE I, OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance Number 2013-22 passed and approved on October 15, 2013 as "Subdivision Ordinance" and Codified as Appendix B, Article I, of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new Subdivision ordinance will be adopted and codified as Appendix B, Article I of the Weslaco Code of Ordinances and said Chapter shall read as follows:

APPENDIX B- SUBDIVISION ORDINANCE ARTICLE I

SECTION 26-67. – INSPECTION FEES

A fee for the inspection of the subdivision improvements shall be paid to the city prior to commencement of the construction of the subdivision improvements. The inspection fee is broken down as follows;

(a) Upon approval of the construction plans the engineering department shall request a construction material testing proposals for the approved list of firms. The developer shall be responsible for paying the full amount of the proposal contract to the City of Weslaco and the funds will be placed in an escrow account that will be utilized to pay for construction and materials testing fees, conducted by a third-party geotechnical engineering firm that is contracted by the city, incurred by the city during the construction of the subdivision. Any fees invoiced in excess of the amount escrowed will be paid to the city by the owner prior to the recordation of the plat; any amount remaining in the escrow account after all construction has ceased and invoices paid will be returned to the owner.

(b) The rate for city inspection fees shall be \$85.00 per hour, inspections will be paid at the minimum 1-hour call and rounded up to the nearest hour. Fees will be invoiced on a monthly basis to the developer and engineer firm of record. Said fees will be utilized by the city as a reimbursement for the inspections conducted by city staff during the construction of the improvements.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of November, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 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: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7075	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration to authorize the purchase of a new playground structure through GameTime c/o Cunningham Recreation as awarded by the GameTime/Texas Recreation and Parks Society Statewide Program funding in an amount not to exceed \$287,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: Hidalgo County Precinct 1 committed to providing funding to place a new playground structure at Judge Gilbert Garza Park. Together with the county, the project was awarded a Grant through the GameTime/Texas Recreation and Parks Society Statewide funding program grant of \$57,622.48 toward the purchase of a playground system. The county will reimburse the City an amount of no less than \$150,000 through ARPA funding. \$340,466.00 Project Proposal -\$ 57,622.48 TRAPS-GameTime Grant \$ 3,200.00 Freight \$286,043.52 Total Proejct Cost \$150,000.00 Reimbursment from Hidalgo County ARPA funds \$136,043.52 City's share			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Judge Gilbert Garza Park Letter City of Weslaco, Judge Gilbert Garza Park Certificate City of Weslaco, Letter of intent to HCPCT1 reimbursement, Proposal Judge Gilbert Garza			

Responsibilities upon Approval:
--



A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, Alabama 35967
800.235.2440
gametime.com

June 21st , 2023

Omar,

On behalf of GameTime and Cunningham Recreation, I wanted to personally congratulate you and your community on receiving funding from GameTime as part of the 2023 TRAPS Statewide Training and Funding Initiative. Now more than ever, high-quality outdoor environments have proven to be essential to the communities we collectively serve, healing the minds, bodies, and spirits of children, families, and citizens across the state.

I've included a copy of a funding award certificate, and some background information on the various National Demonstration Sites that will be part of finalizing your design and project. Your specific funding award will be determined once your playground design is completed.

Again, congratulations on your upcoming project and thank you for all you do to enrich childhood and build communities through play. I look forward to seeing the impact your new National Demonstration Site has on your community!

Sincerely,

A handwritten signature in black ink that reads "Robert V. Barron".

Robert V. Barron
Senior Vice President, GameTime



A PLAYCORE Company

FUNDING AWARD CERTIFICATE

This certificate entitles

Judge Gilbert Garza Park

to GameTime/TRAPS Statewide Program funding.

Funds are awarded based on need and according to the terms outlined in the TRAPS Statewide Funding Initiative application. Final funding amount will be determined once the NDS playground designs are completed, and funds will be applied to the purchase of the qualifying play system. Other terms and conditions may apply. Contact your GameTime Representative, for complete details about the funds awarded to your TRAPS Initiative playground and recreation project.

A handwritten signature in black ink that reads "Robert V. Barron".

Robert V. Barron
Senior Vice President

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

November 6, 2023

Honorable Commissioner David L. Fuentes
Hidalgo County Precinct 1
1902 Joe Stephens Ave. STE 101
Weslaco, Texas 78599

Subject: Judge Gilbert Garza Park Playground

Honorable Commissioner,

Please accept this letter as the City of Weslaco's intent to submit an application for reimbursement to Hidalgo County for the purchase of a play system through the GameTime/Texas Recreation and Parks Society's 2023 Statewide Grant. The City of Weslaco is committed to place a new playground structure at Judge Gilbert Garza Park. This project was awarded Grant through the Texas Recreation and Parks Society Game Time grant of \$57,622.48 toward the purchase of the playground system. The county will reimburse the City an amount of no less than \$150,000 through ARPA funding.

Project Budget

\$340,466.00 Project Proposal

-\$ 57,622.48 TRAPS-GameTime Grant (applied towards the purchase of equipment)

\$ 3,200.00 Freight

\$286,043.52 Total Project Cost

If you have any questions, please contact our project manager, Omar Rodriguez, Director of Parks at orodriguez@weslacotx.gov or 956-969-1534.

Regards,

David Suarez, Mayor

Proposal for

City of Weslaco

Prepared by



09-22-2023
Job # 163038-01

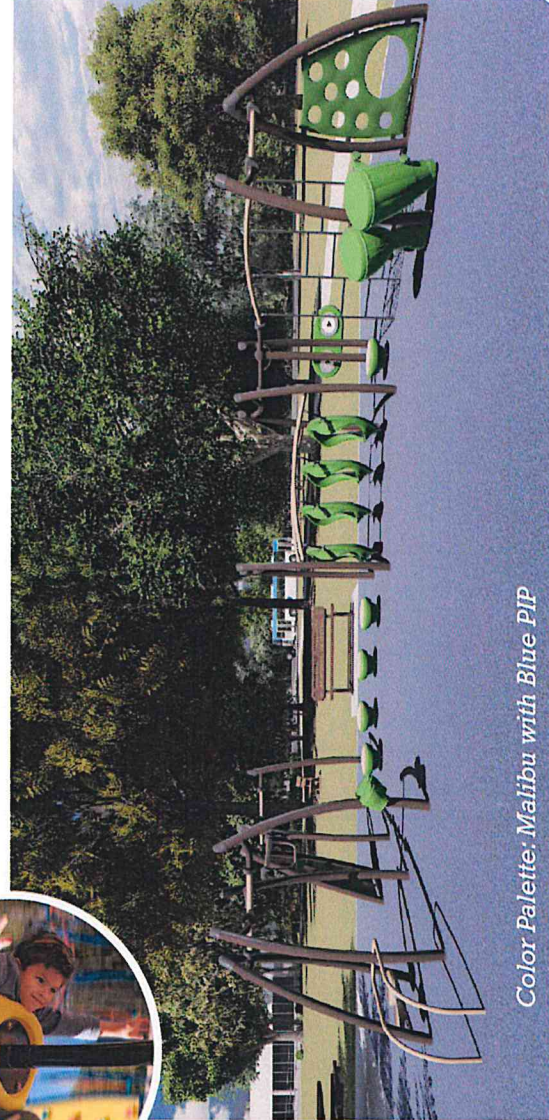
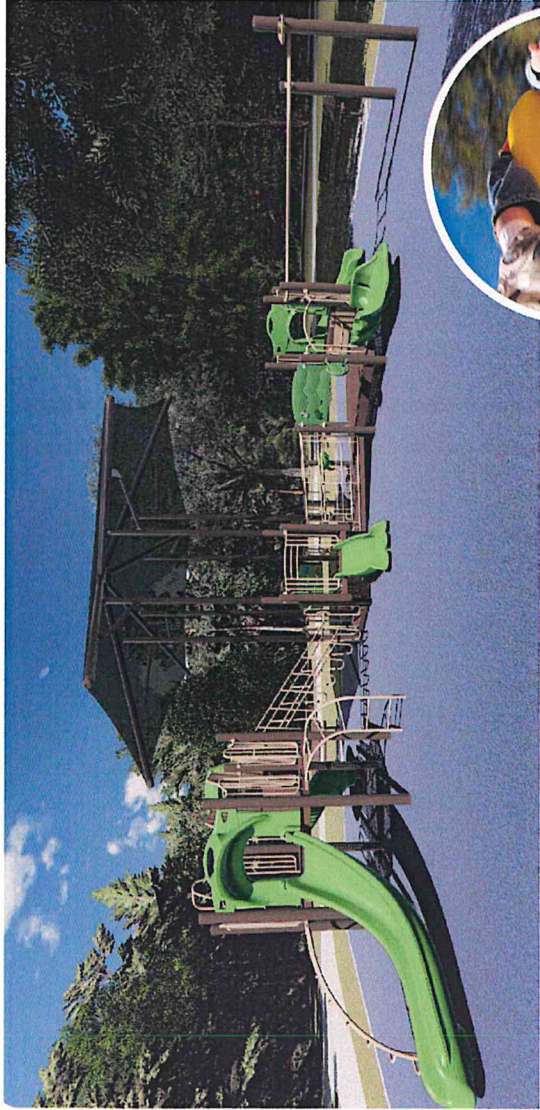
Judge Gilbert Garza Park



800.235.2440 | gametime.com

Judge Gilbert Garza Park Playground Weslaco, TX

Design • Build • PLAY!



Color Palette: Malibu with Blue P/P



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/22/2023
Quote #
163038-01-02

Judge Gilbert Garza Park - Option 2

City of Weslaco
Attn: Omar Rodriguez
320 E Mile 11 N
Weslaco, TX 78596
Phone: 956-447-3407
orodriguez@weslacotx.gov

Ship to Zip 78596

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Modified PS22018 Alexis 5-12 Unit	\$97,880.00	\$97,880.00
1	RDU	GameTime - XS15312 Excelsior 2-5 Unit	\$40,995.00	\$40,995.00
1	6143	GameTime - Whirlwind Seat Straight (F/S)	\$936.00	\$936.00
1	INSTALL	MISC - Installation of above play equipment:	\$50,331.00	\$50,331.00
1	14927	GameTime - NDS Play On Sign Package		
4	28010	GT-Site - 6' P/S Bench W/Back S/M	\$1,036.00	\$4,144.00
1	28021	GT-Site - P/S Food Court Table S/M	\$2,962.00	\$2,962.00
1	28022	GT-Site - Ada Food Court Table S/M	\$2,518.00	\$2,518.00
1	INSTALL	MISC - Installation of above site:	\$4,523.00	\$4,523.00
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
1	INSTALL	MISC - Excavation of Area for Stone & PIP - Ancillary Sitework Services to include materials, the use of heavy machinery, and approximately 24 man hours.	\$13,800.00	\$13,800.00
3185	INSTALL	MISC - Per SF 4" Crushed Stone Subbase	\$5.86	\$18,664.10
1	INSTALL	MISC - Concrete Work- 176 LF Concrete Curb and 303 SF concrete pads for tables and benches. Pricing includes materials and use of heavy machinery. Ancillary Sitework Services to include materials, approximately 125 man hours and the use of heavy machinery.	\$18,124.00	\$18,124.00
3185	PIP	GT-Impax - Poured in Place Safety Surfacing (SF)- - Includes materials, shipping, installation and trash removal 50/50 Black/Standard Color: _____ - Aromatic binder included. Selected colors may amber. 3.75" Thick for up to 8' CFH Site security by others. 5 year standard warranty.	\$25.14	\$80,070.90
1	8888	MISC - Performance/Payment Bonds	\$5,434.00	\$5,434.00



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Judge Gilbert Garza Park - Option 2

Quantity	Part #	Description	Unit Price	Amount
1	2023TRAPS	MISC - TRAPS State Initiative- TERMS AND CONDITIONS Matching funds must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from TRAPS, GameTime, and PlayCore will select qualifying projects to be considered for playground matching funds. Orders must be installed by December 2023 through GameTime's exclusive Texas Representatives, Cunningham Recreation. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2023 Playground Design Guide apply. Matching funds apply to PowerScape, PrimeTime, Xscape& IONiX composite structures only. Matching funds do not apply to Tuff Forms, GFRC Landmark Design, or Freestanding products. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the matching funds. To qualify for a 100% matching grant, list price of the qualifying playground system (must exceed \$40,000, and be purchased with cash. Matching funds are subject to rounding rules and may vary based on qualified purchase. For award recipients who wish to bring fitness to their communities, separate funding will be available for GT Challenge Course with the funding amounts dependent on the course selected. Preconfigured adult outdoor fitness packages are also available - apply for up to \$12,500 in funding for preconfigured outdoor fitness packages. Contact your Cunningham Recreation representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products available to recipients through Omnia Partners. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the TRAPS funding initiative.		
Contract: OMNIA #2017001134			Sub Total	\$340,466.00
			Grant	(\$57,622.48)
			Freight	\$3,200.00
			Total	\$286,043.52

Comments

Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs. This estimate does not include pricing for digging or drilling through rock. If rock is hit during the installation – additional charges will be incurred.

Customer responsible for placing 3" pipe under the new sidewalk in several places to catch water that drains through the play surface.

Taxes not included.



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Charlotte, NC 28224
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Judge Gilbert Garza Park - Option 2

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime c/o Cunningham Recreation
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Judge Gilbert Garza Park - Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$286,043.52**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

INSURANCE

GameTime has \$51 Million in product liability insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.	25615
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COVERAGES		CERTIFICATE NUMBER:	ATL-004720415-32	REVISION NUMBER:	12															
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																				
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		MKLV2PBC000367	08/01/2019	08/01/2020	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ EXCLUDED</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 4,000,000</td></tr> <tr><td>POLICY AGGREGATE</td><td>\$ 10,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ EXCLUDED	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COM/OP AGG	\$ 4,000,000	POLICY AGGREGATE	\$ 10,000,000
EACH OCCURRENCE	\$ 2,000,000																			
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POLICY AGGREGATE	\$ 10,000,000																			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>Comp./Coll. Ded.: \$1,000</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Comp./Coll. Ded.: \$1,000	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
Comp./Coll. Ded.: \$1,000	\$																			
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$25,000		XOOG71549501 001	08/01/2019	08/01/2020	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000										
EACH OCCURRENCE	\$ 10,000,000																			
AGGREGATE	\$ 10,000,000																			
F	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	<table border="1"> <tr><td>X PER STATUTE</td><td>\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	X PER STATUTE	\$	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
X PER STATUTE	\$																			
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
E	Excess Umbrella		BE 015899319	08/01/2019	08/01/2020	<table border="1"> <tr><td>Each Occurrence</td><td>\$ 15,000,000</td></tr> <tr><td>Aggregate</td><td>\$ 15,000,000</td></tr> </table>	Each Occurrence	\$ 15,000,000	Aggregate	\$ 15,000,000										
Each Occurrence	\$ 15,000,000																			
Aggregate	\$ 15,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only

CERTIFICATE HOLDER

GameTime
A Division of PlayCore Wisconsin, Inc.
150 PlayCore Drive SE
Fort Payne, AL 35967

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2016/03)

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GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



- 1 100% recyclable plastics are manufactured using efficient processes
- 2 Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 3 100% recycled plastic lumber
- 4 Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 5 100% recyclable plastics
- 6 Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 7 100% recycled plastic curbs



ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 28.55 tons

Paper: 12.25 tons

Scrap plastics: 37,586 lbs.

Computer equipment: 5,526 lbs.

Plastic bottles: 23,850

Fluorescent bulbs: (4') 428

Ballasts: 83 lbs.

Fork lift batteries: 48 lbs.

PVC trimmings: 1,681 lbs.

Steel: 2,791,275 lbs.

Aluminum: 27,965 lbs.

Cartridges: 260

Trash can lids: 220 lbs.

Polyurea (liquid): 100 gal.

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7112	
From:			
Subject: Discussion and consideration of request from the Boys & Girls Club of Weslaco to expand the existing city building located at Mayor Pablo Pena City Park and authorize staff to solicit statements of qualifications for architectural and engineering design services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: The Boys & Girls Club received \$1.7MM for the expansion of the building from Congressman Vicente Gonzalez. This item authorizes staff to solicit statements of qualifications for architectural engineering design services only.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Commission Cover Sheet-Boys Girls Club of Weslaco Expansion for 11-7-23, Award Letter B-23-CP-TX-1415, Fully executed Public Purpose Services Contract with the Boys and Girl Club of Weslaco			
Responsibilities upon Approval:			

CONTACT INFORMATION:

Mary Gallardo, Chief Executive Officer
bgcclopez@hotmail.com
(956) 650-2707

Boys and Girls Club of Weslaco Agenda Item Cover Sheet

Agenda Category: Boys & Girls Club of Weslaco

Commission Meeting: November 7, 2023

Item Title: Boys & Girls Club of Weslaco Expansion Project

 X Action

 Information

 X Discussion

BACKGROUND: The Boys & Girls Club of Weslaco Expansion Project was funded as a Community Funded Project, through Congressionally Directed Spending for FY2023. This grant in the amount of \$1,700,000 will be used to expand the current Boys & Girls Club facility located at 300 N. Airport Dr., within Weslaco City Park.

This money is being routed through HUD, which means the organization needs to follow established policies and procedures for drawing down funds, and reporting progress through the DRGR grant reporting system.

Although the Boys & Girls Club of Weslaco is its own 501 C3 organization, its facilities are city owned, and the organization is sustained through a strong City-Club partnership as formally described in a Public Service Contract renewed each year.

ITEMS FOR DISCUSSION:

The Boys & Girls Club of Weslaco is seeking the support and commitment to this project by the City Commission for:

1. Authorization to bid for contracts for the architecture & design of the building.
2. Authorization to bid for contracts for the construction of the building.
3. A financial commitment in writing to be used for this project. This will be used as leverage for securing additional funding from grants, needed to complete the project.
4. Renegotiation of current contract to include the expansion in services currently provided by the City.

Attachments:

1. *Award Letter received from HUD*
2. *Most recent Public Service Contract*

CONTACT INFORMATION:

Mary Gallardo, Chief Executive Officer
bgcclopez@hotmail.com
(956) 650-2707



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Mary T. Gallardo
Boys & Girls Club of Weslaco Inc.
300 N. Airport Dr. Suite B.
Weslaco, TX 78596
Email: bgcclopez@hotmail.com

Dear Gallardo:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](https://www.congress.gov/117/crec-2022/12-20-pt3-PgS9325-2.pdf)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	Boys & Girls Club of Weslaco Inc.
Project:	Boys & Girls Club of Weslaco Capacity Expansion Project
Amount:	\$1,700,000
Grant Number	B-23-CP-TX-1415

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’¹**
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Porchia Smith, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Porchia Smith is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:

FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

THE STATE OF TEXAS

COUNT OF HIDALGO

PUBLIC PURPOSE SERVICES
CONTRACT BETWEEN THE
CITY OF WESLACO AND
THE
CITY OF WESLACO
BOYS AND GIRLS
CLUB OF

This Contract is entered into on this 10th the day of October 2023, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Boys and Girls Club of Weslaco, Inc. (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City desires to negotiate with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it is to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II.

RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and the progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due to the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as

agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2023 and ends September 30, 2024 .

SECTION VII. PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Seventy-Five Thousand and 00/ 100 Dollars (\$75,000.00) in twelve (12) equally monthly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within thirty (30) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of boys and girls served, and the activities engaged in that are contracted for in this contract.

SECTION VIII. AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX. DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non- prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X.
VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI.
NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

CONTRACTOR

BOYS' AND GIRLS' CLUB OF
WESLACO
300 N. Airport Drive Suite A
Weslaco, TX 78596
Attn.: Executive Director

I
SECTION XII.
PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII.
LEGAL CONSTRUCTION

In case anyone or more of the provision contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, - illegality, or unenforceability shall not affect other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION XIV. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV. WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI. ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

Statement of Work, EXHIBIT "A"

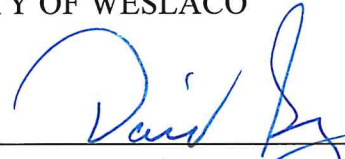
Attachment, Definition of FIVE SERVICE CORE PROGRAM, EXHIBIT "B"

SECTION XVII. LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO



David Suarez, MAYOR

WCC
10/10/23

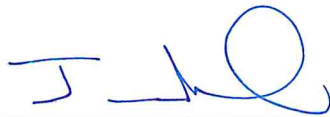
ATTEST:



Norma A. Cantu,
CITY SECRETARY

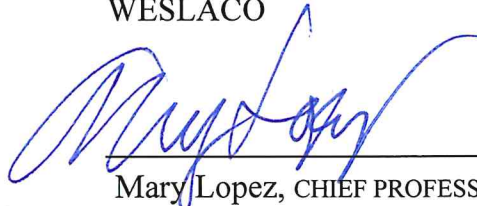
APPROVED AS

TO FORM:



Juan E. Gonzalez, City Attorney

BOYS' AND GIRLS' CLUB OF
WESLACO



Mary Lopez, CHIEF PROFESSIONAL
OFFICER (EXECUTIVE DIRECTOR)

EXHIBIT A

Statement of Work

The funding of **\$75,000** will be for paying staff salaries, membership insurance, BGCA Dues, and all equipment necessary to maintain the everyday programs of The Boys and Girls Club of Weslaco, INC.

The following services will be performed in the following via the 5 Service Core Programs (see attached for definition of service core program):

1. Provide guidance in behavior and promote health, social education, vocational, and characters development of boys and girls.
2. Provide educational enhancement of computer applications.
3. provide community- wide programs such as flag football, t-ball, slow pitch, softball, senior and peewee basketball, gymnastics, karate and volleyball.
4. Enhance leadership skill and provide opportunities for planning, decision making and contributing to the club and the community.
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and arithmetic, arts and crafts, outdoor and environmental education, liberal arts and music.
7. Provide preventive programs such as "SMART Moves," which deal with alcohol abuse, drug abuse, pregnancy prevention, violence prevention, gangs and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for community service.

The following services will be maintained as a result of the City fund expenditures:

1. Teen outreach program;
2. Violence prevention programs;
3. on- the Job training program;
4. Promote Membership;
5. Expend the number of members participating daily;
6. Help at risk youth realize their potential growth and development; and Extend our service to teens.

The following type of beneficiaries will be served:

1. At risk youth 6-18 years of age; and
2. Low income children.

The services will be provided at the following address/ location(s):

Mayor Pablo G. Pena City Park, at 300 N Airport Dr., 78596

EXHIBIT B

Five Service Core Programs

CHARACTER DEVELOPMENT AND LEADERSHIP DEVELOPMENT empower youth to support and influence their Club and Community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and other cultural identities.

Programs include: Teen Supreme Keystone Clubs, Torch Clubs, Youth of the Year, Talking with TO. , Street Smart, SMART Girls, Leadership training for junior staff, voter registration drives, community service project, town hall meetings, youth councils, etc.

EDUCATION AND CAREER DEVELOPMENT enable youth to become proficient in basic educational disciplines, apply learning to everyday situations and embrace technology to optimize employability.

Programs include: Power Hour, Homework help, the Ultimate Journey, tutoring, newspaper Clubs, puzzles, education games (Scrabble, Boggle, Trivial Pursuit, Voyagers, etc.), motivational reading programs, typing skills, Internet exploration, utilizing computer technology to improve the quality of life.

HEALTH AND LIFE SKILLS develop young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and develop the competencies to live successfully as self-sufficient adults.

Programs include: SMART Moves, Broader Horizons, Goals for Growth, youth entrepreneur programs, health and prevention programs, independent living classes.

THE ARTS enable youth to develop their creativity and cultural awareness through knowledge and appreciation to visual and tactile arts and crafts, performing arts and creative writing.

Programs include: Drawing, dance, folk festivals, origami, painting photography, puppetry, sculpture, storytelling, and woodworking.

SPORTS, FITNESS AND RECREATION develop fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social and interpersonal skills.

Program includes: Team sports (baseball, basketball, football, soccer, volleyball), individual sports (track & field, tennis, golf, gymnastics, billiards, table tennis, board and table games, martial arts, wrestling), fitness testing aerobics relay races, athletic leagues and tournaments.



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7070	
From:			
Subject: Discussion and consideration to accept financing acquisition proposal from First American Equipment Finance for the acquisition of two 2024 Peterbuilt Garbage Trucks in the amount of \$645,754.02 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: On June 6, 2023 City Commission authorized staff to solicit proposals on the financing of two 2024 Peterbuilt garbage trucks. We received 6 proposals. First American Equipment Finance offered the lowest interest rate at 5.360%, for a total of \$107,453.48 interest charges for the 5 year term.			
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:			
Staff Recommendation:			
Attachments, if any: FINANCING TABULATION 2023-24-07 SANITATION TRUCKS			
Responsibilities upon Approval:			

**CITY OF WESLACO - TWO SANITATION TRUCKS / 5 YEAR PAYMENT PLAN
ACQUISITION & FINANCING RFP 2023-24-07 TABULATION**



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Rick Ramirez
rick.ramirez@frostbank.com

Baystone Govt Finance / KS State Bank
1010 Westloop Place
Manhattan, KS 66502
800.752.3562
Christina Ummel
cummel@ksstatebank.com

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092
817.422.0212
Stepahie Cates
stephanie.cates@govcap.com

Option	DESCRIPTION	Pmts	Pmts				Pmts				Pmts						
ANNUAL PAYMENTS		5	CONTRACT AMT	\$	645,754.02		CONTRACT AMT	\$	645,754.02		CONTRACT AMT	\$	645,754.02				
			\$	151,137.45	\$	755,687.25	5	\$	150,888.78	\$	754,443.90	5	\$	152,050.68	\$	760,253.40	
			ORIGINATION FEE	\$	750.00		ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-
			INTEREST	\$	109,933.23		INTEREST	\$	108,689.88		INTEREST	\$	114,499.38		INTEREST	\$	114,499.38
			TOTAL	\$	756,437.25		TOTAL	\$	754,443.90		TOTAL	\$	760,253.40		TOTAL	\$	760,253.40
			5.480%				5.42%				5.70%						

Plains Capital
911 W. Expressway 83
Weslaco, Texas 78596
956.973.3071
Jesse Santana
jesse.santana@plainscapital.com

Public Sector Capital
800 Avalon Blvd. S#261
Alpharetta, GA 30009
925.330.5860
Mark Stanley
mark.stanley@publicsectorcapital.com

First American Equipment Finance
211 High Point Drive
Victor, NY 14564
585.361.6515
Nick Prieston
nick.prieston@faef.com

Option	DESCRIPTION	Pmts				Pmts				Pmts			
	ANNUAL PAYMENTS	5	CONTRACT AMT	\$	645,754.02	5	CONTRACT AMT	\$	645,754.02	5	CONTRACT AMT	\$	645,754.02
			VARIED PMTS				\$	152,883.38	\$	764,416.90		\$	150,641.50
			ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-
			INTEREST	\$	142,066.70		INTEREST	\$	118,662.88		INTEREST	\$	107,453.48
			TOTAL	\$	787,820.72		TOTAL	\$	764,416.90		TOTAL	\$	753,207.50
			7.334%				5.900%				5.360%		

Tabulation created by: Homer Rhodes on: 10/19/2023
Proposal opening on 10/19/2023 at 10:00 AM



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7110	
From:			
Subject: Discussion and consideration on the Memorandum of Understanding between the City of Weslaco Fire Department and Edcouch Elsa Independent School District for provision of Emergency Medical Technician training and lessons and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: MOU EESID WFP-EMT (cleaned)mv, Memo 23 1106 EEISD EMT			
Responsibilities upon Approval:			

Memorandum of Understanding
Between
City of Weslaco - Weslaco Fire Prevention EMT Program
and
Edcouch-Elsa ISD EMT Program

This Memorandum of Understanding (MOU) outlines the terms and agreements between the Weslaco Fire Prevention EMT Program, hereinafter referred to as "Weslaco Fire Program," which will coordinate the course, and the EEISD EMT Program, hereinafter referred to as "EEISD EMT Program," which will provide all necessary instruction and equipment for the course.

Purpose

This MOU aims to facilitate the provision of EMT training and lessons at the high school level, to be conducted by Alejandro Cavazos as the instructor.

The achievement of the aforementioned objectives will be accomplished through the following activities:

Weslaco Fire Program will coordinate the course and will do all necessary paperwork with the Texas Department of Health Services to comply with state mandates.

EEISD EMT Program will provide instruction as well as learning materials and equipment required for an EMT or ECA course.

Reporting

The effectiveness and adherence to this agreement will be evaluated by both parties as deemed necessary. EEISD will provide copies all quizzes, tests, and grades to Weslaco Fire Program for this course.

Funding

This MOU constitutes an agreement for the use of licenses and does not involve any fees or charges to either party.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Weslaco and EEISD. This MOU shall become effective upon the signature of authorized officials from both parties and will remain in effect until modified or terminated by any one of the partners through mutual consent. In the absence of mutual agreement by the authorized officials from both parties, this MOU shall terminate on May 31, 2026.

Contact Information

City of Weslaco - Weslaco Fire Prevention EMT Program

Antonio Lopez, Fire Chief

300 S. Bridge Ave. Weslaco, TX 78596

Phone: 956-447-3415

Email: anlopez@weslaco.tx.gov

EEISD EMT Program

Alejandro Cavazos, EMT Instructor

401 N. Yellowjacket Dr. Elsa, TX 78543

Phone: 956-262-7100

Email: Alcavazos@eeisd.org

Date: _____

CITY OF WESLACO

David Suarez, Mayor

Attest:

Norma A. Cantu, City Secretary

Approved as to form:

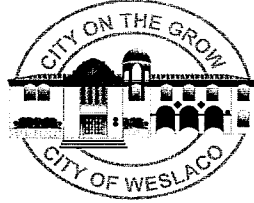
Juan E. Gonzalez, City Attorney for Weslaco

Date: _____

Lydia Gonzalez, EEISD, CTE Director

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: November 6, 2023

TO: David Suarez, Mayor
City Commission

FROM: Chris Sanchez, Assistant Fire Chief

SUBJECT: EEISD Memorandum of Understanding

I am requesting approval for memorandum of understanding between Edcouch Elsa Independent School District and City of Weslaco. This partnership will provide an opportunity for the EEISD EMT program in to benefit from the resources and expertise of the Weslaco Fire Department. EESID will be responsible for teaching this course with no cost to the city of Weslaco. This collaboration will ensure that the EMT students receive top-notch education and training, enabling them to succeed in their future careers as EMT professionals. The Weslaco Fire Department will only be involved by coordinating the EMT course with DSHS. The Weslaco Fire Department will ensure that the program meets the state's requirements and standards for EMT training. This accreditation and adherence to the state's guidelines will enhance the credibility and reputation of the EEISD EMT program, attracting not only qualified students but also potential employers who seek well-trained EMTs.

Thank you for your consideration, please feel free to contact me for any questions.

CS/II



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7130	
From:			
Subject: Discussion and consideration to award RFQ No.: 2022-23-26 Grant Application and Hazard Mitigation Plan to Grant Works for an amount not to exceed \$52,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)			
Background: As our current Hazard Mitigation plan is expiring, it is essential to remain eligible for FEMA funding opportunities and to maintain an updated Hazard Mitigation plan. After reviewing four proposals, the staff is recommending Grant Works for an amount not to exceed \$52,500 for the development of grant application(s) and and the updating of our Hazard Mitigation Plan.			
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: 7/18/2023			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: 7/26/2023 1st Advertisement in the Advance News Journal 8/2/2023 2nd Advertisement in the Advance News Journal			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA		Created/Initiated	
ANDREW MUNOZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: AGENDA MEMO FOR HAZARD MITIGATION 11.6.2023, EVALUATION MATRIX 2022-23-26 final			
Responsibilities upon Approval: Execute agreement.			

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

To: Mayor David Suarez and City Commission

From: Homer Rhodes, Purchasing Agent on behalf of Emergency Management

Date: November 1, 2023

RE: Grant Application and Hazard Mitigation Plan

.....

The City of Weslaco wishes to secure the services of a professional consultant to perform all aspects of application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation planning grant and plan development to the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM). If the grant is approved, the consultant will develop the hazard mitigation plan, which will address all-natural hazards that can affect the city.

On 7/18/2023, City Commission approved the solicitation of proposals. We advertised the solicitation in the Advance News Journal for two consecutive weeks and posted on City's e-procurement portal BIDNET.

On 8/24/2023, Four responses were received and evaluated, and city staff is recommending approval to highest ranking firm with best cost proposal as follows:

AVERAGE BY EVALUATOR	MAYOR SUAREZ	96.00	98.00	94.00	87.00
AVERAGE BY EVALUATOR	ANDREW MUNOZ	95.00	92.00	94.00	70.00
AVERAGE BY EVALUATOR	ANTONIO LOPEZ	96.00	98.00	95.00	85.00
AVERAGE BY EVALUATOR	REBEKAH DE LA FUENTE	97.00	100.00	90.00	83.00
AVERAGE BY EVALUATOR	HOMER RHODES	97.00	96.00	94.00	77.00
TOTAL POINTS	MAX 100 POINTS	96.20	96.80	93.40	80.40
		EXIGENCY CONS.	GRANT WORKS	H2O PARTNERS	INTEGRATED SOL.
		\$ 60,900.00	\$ 52,500.00	\$ 62,790.00	\$ -

Thank you!

CITY OF WESLACO

GRANT APPLICATION AND HAZARD MITIGATION PLAN / RFP NO.: 2022-23-26

	EVALUATOR	EXIGENCY CONS.	GRANT WORKS	H2O PARTNERS	INTEGRATED SOL.
1. Technical Approach/Project Schedule.	MAYOR SUAREZ	18	19	18	15
	ANDREW MUNOZ	18	16	16	10
	ANTONIO LOPEZ	20	20	20	20
	REBEKAH DE LA FUENTE	20	20	17	19
	HOMER RHODES	19	18	18	15
CRITERIA 1 AVERAGE	MAX 20 POINTS	19.00	18.60	17.80	15.80
2. Experience of proposed personnel.	MAYOR SUAREZ	20	20	20	20
	ANDREW MUNOZ	20	20	20	20
	ANTONIO LOPEZ	20	20	20	20
	REBEKAH DE LA FUENTE	19	20	18	20
	HOMER RHODES	20	20	20	20
CRITERIA 2 AVERAGE	MAX 20 POINTS	19.80	20.00	19.60	20.00
3. Prior related firm experience.	MAYOR SUAREZ	15	15	14	13
	ANDREW MUNOZ	13	11	15	10
	ANTONIO LOPEZ	15	15	15	15
	REBEKAH DE LA FUENTE	14	15	13	15
	HOMER RHODES	14	13	13	12
CRITERIA 3 AVERAGE	MAX 15 POINTS	14.20	13.80	14.00	13.00
4. Responsiveness to client needs	MAYOR SUAREZ	14	14	14	14
	ANDREW MUNOZ	15	15	15	15
	ANTONIO LOPEZ	15	15	15	15
	REBEKAH DE LA FUENTE	15	15	14	14
	HOMER RHODES	15	15	15	15
CRITERIA 4 AVERAGE	MAX 15 POINTS	14.80	14.80	14.60	14.60
5. References	MAYOR SUAREZ	15	15	15	15
	ANDREW MUNOZ	15	15	15	15
	ANTONIO LOPEZ	15	15	15	15
	REBEKAH DE LA FUENTE	15	15	15	15
	HOMER RHODES	15	15	15	15
CRITERIA 4 AVERAGE	MAX 15 POINTS	15.00	15.00	15.00	15.00
6. Price Proposal	MAYOR SUAREZ	14	15	13	10
	ANDREW MUNOZ	14	15	13	0
	ANTONIO LOPEZ	11	13	10	0
	REBEKAH DE LA FUENTE	14	15	13	0
	HOMER RHODES	14	15	13	0
CRITERIA 4 AVERAGE	MAX 15 POINTS	13.40	14.60	12.40	2.00
AVERAGE BY EVALUATOR	MAYOR SUAREZ	96.00	98.00	94.00	87.00
AVERAGE BY EVALUATOR	ANDREW MUNOZ	95.00	92.00	94.00	70.00
AVERAGE BY EVALUATOR	ANTONIO LOPEZ	96.00	98.00	95.00	85.00
AVERAGE BY EVALUATOR	REBEKAH DE LA FUENTE	97.00	100.00	90.00	83.00
AVERAGE BY EVALUATOR	HOMER RHODES	97.00	96.00	94.00	77.00
TOTAL POINTS	MAX 100 POINTS	96.20	96.80	93.40	80.40
		EXIGENCY CONS.	GRANT WORKS	H2O PARTNERS	INTEGRATED SOL.
		\$ 60,900.00	\$ 52,500.00	\$ 62,790.00	\$ -



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7097	
From:			
Subject: Discussion and consideration of expanding Airport Apron Lighting using BuyBoard Contract #642-21 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: Continuation of lighting along the east side, particularly around the U.S Customs and Border Protection. Tri-gen Construction (buyboard contract 642-21) provided a set cost of \$32,319.00.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: staff recommends approval.			
Attachments, if any: MVAP - Revised Lighting 10-4-23			
Responsibilities upon Approval:			

Proposal



Owner Information

City of Weslaco
Mid Valley Airport
1909 Joe Stephens Blvd.
Weslaco, Texas

Contractor Information

Tri-Gen Construction L.L.C.
2900 North Texas Blvd Suite 201
Weslaco, TX 78599
956-447-1048
BuyBoard #: 642-21

Weslaco Airport – Revised Lighting Quote 10-4-2023

Scope of Work

- Include all Insurance and Supervision required for the project by GC.
- The proposal is based on EES furnishing and installing a new rack for a new electrical meter, new panel, and new timer. (just past Paynes drive - water jet under drive)
- The proposal is based on EES furnishing and installing 4 bullhorns and 4 Viper flood lights on existing hangers and tying into existing panels located within each hanger. (2 on each hangar)
- The proposal includes installing 1 light pole foundation, 1-2" pipe embedded into concrete pier, 1 double bullhorn with 2 fixtures by the Payne Hanger. (These mini pole lights. Attach low to ground)

Exclusions:

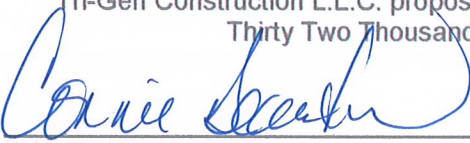
- No Architectural, Mechanical, Civil or Structural Engineering plans.
- No permits or payment and performance bond.
- No electrical gear testing, arc flash and coordination studies.
- No landscaping, irrigation or utilities.
- No security cams, cameras, data or low voltage cabling.
- No FA system.
- No plumbing or mechanical work.

Proposal good for 30 days from date of proposal

Electrical Contractor	\$	28,500.00
GC Supervision	\$	1,425.00
GC Mark Up	\$	2,394.00
	\$	32,319.00

Compensation

Tri-Gen Construction L.L.C. proposes the above scope of work to be completed for the amount of
Thirty Two Thousand – Three Hundred Nineteen Dollars and no/100
\$32,319.00


Submitted By: _____

October 4, 2023
Date: _____

Owner Acceptance

City of Weslaco accepts the above scope of work proposed to be completed for the amount of
Thirty Two Thousand – Three Hundred Nineteen Dollars and no/100
\$32,319.00

Accepted By: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7098	
From:			
Subject: Discussion and consideration to approve the Construction Hangar Agreement with KSA for an amount of \$276,104 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: A general scope of work/services for the DPS hangar project is to be performed under this proposal, which includes an assessment of existing conditions, including gathering existing records, performing a site topographic survey, geotechnical exploration and a site access study. This also includes planning, including pre-design/ programming, a needs assessment, conceptual layouts for the hangar and site development, coordination with the current airport master plan underway, and evaluation of the master drainage plan. Along with a final design and bidding.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 102423 KSA Fee Proposal - 2023.11.01			
Responsibilities upon Approval: Execute Agreement.			

November 1, 2023

Andrew Munoz
Assistant City Manager and Airports Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

via email
amunoz@weslacotx.gov

**Re: Mid Valley Airport
Hangar Development Project
Proposal for Professional Engineering Services
KSA Project No. 102423**

Dear Mr. Munoz:

KSA Engineers, Inc. (KSA) is pleased to present this letter to serve as our proposal to provide engineering services associated with the above referenced project for the City of Weslaco (City) at the Mid Valley Airport in Weslaco (Airport). This fee proposal is being provided in accordance with the RFQ No. 2022-23-27.

The following is a general description of the project scope of work to be performed under this proposal.

The City has scoped and intend to construct the following improvements at the Airport:

1. Construct Aircraft Storage Hangar
2. Construction Apron Pavement and Access Taxiway
3. Construct Automobile Parking

This Proposal includes the above scoped improvements.

Scope of Services

The RFQ included initial requirements and additional services if the City chooses to continue with the project. KSA's proposal is split into separate parts to align with these requirements. The services required initially include the following:

- A. Assessment of Existing Conditions, including gathering existing records, performing a site topographic survey, geotechnical exploration and a site access study.
- B. Planning, including pre-design/programming, a needs assessment, conceptual layouts for the hangar and site development, coordination with the current airport master plan underway, and evaluation of the master drainage plan.

A review meeting will be conducted after submittal of the documents for the initial phase. If the City chooses to continue with the project a conceptual layout will be selected, the scope refined and the Services outlined in the second part of the proposal will be initiated. The amounts shown in the proposal for final design and bid phase services are an estimate based on assumptions at this time, and may require revision to match the scope/layout selected.

Construction phase, closeout and construction inspection services are not estimated at this time but can be presented for negotiation as the final design and bid phases are completed.

Compensation

We propose to perform the services described in Item A/B – Site Analysis and Conceptual Design, Item C – Final Design Phase and Item D – Bidding Phase services as shown below. The amounts for Final Design and Bidding are Estimates at this time for budgetary purposes, and will be evaluated/revised after the first phase is completed.

Site Analysis and Conceptual Design	\$ 98,391
Final Design Phase (Estimated)	\$161,920
Bidding Phase (Estimated)	<u>\$ 15,793</u>
TOTAL:	\$276,104
Construction Administration	Not Included
Closeout Phase	Not Included

A Manhour Project and Fee Calculation for Engineering Services is attached to this proposal.

Schedule

We propose to perform the Site Analysis and Conceptual Design Phase in the timeframe shown below. The time for Final Design is an estimate based on assumptions and will be updated after the first phase. The KSA team is prepared to begin work in accordance with the schedule as shown below once fee negotiations are completed and we receive an executed contract and NTP.

Site Assessment and Conceptual Design Phase	8 weeks
Final Design/90% Construction Documents Phase (Estimated)	12 weeks

Subconsultants

The following subconsultants are included with this proposal. Subconsultant fee proposals are transmitted herewith. Subconsultant fees are included in the manhour project transmitted herewith.

Sames, Inc. (SAMES): Topographic Survey	\$ 7,876
Raba Kistner Consulting, Inc. (RKCI): Geotechnical	\$ 4,495
Chanin Engineering, LLC (Chanin): Structural Engineering	\$ 12,500
Trinity MEP Engineering: MEP Engineering	\$ 15,000
Boultinghouse Simpson Gates Architects (BSG): Architectural Design	\$105,625

Sames, Chanin and Trinity are all HUB certified firms.

A fee proposal for each sub consultant is attached for your review and comment. Sub consultant fees have been incorporated into KSA's Manhour Projection and Fee Calculation for Engineering Services. On the Manhour Projection a 15% carrying factor has been included on each sub consultants fee to cover our associated expenses, such as administration costs and additional liability insurance.

Proposal Acceptance

KSA understands that upon completion of the fee negotiation, a contract will be offered. As always, KSA appreciates the opportunity to provide professional services for the City of Weslaco and the Mid Valley Airport. If you have any questions, please do not hesitate to contact us.

Sincerely,

KSA



Craig A. Clairmont, P.E.
Aviation Practice Leader

Attachments: - Manhour Projection and Fee Calculation
 - Surveying Fee Proposal (SAMES)
 - Geotechnical Fee Proposal (RKCI)
 - Structural Engineering Fee Proposal (Chanin)
 - MEP Engineering Fee Proposal (Trinity)
 - Architect Fee Proposal (BSG)
 - Schedule of Hourly Fees 2023

Email Copy: Nathan Mikell, KSA

Mid ValleyAirport (TXW), Weslaco, Texas
Hangar Development Project
Manhour Projection and Fee Calculation for Engineering Services
Version: November 1, 2023

Task ID	Task Description	Projected Manhours							Mileage & Per Diem (\$0.65/mile)	Printing/ Miscellaneous	Subtotals	Geotechnical Sub-Consultant	Surveying Sub-Consultant	Structural Sub-Consultant	MEP Sub-Consultant	Architect Sub-Consultant	Subconsultant Markup (15%)	Phase Total
		Principal	Senior Project Manager	Project Manager	Senior Design Engineer	Senior CAD Technician	Project Assistant	Total Man Hours										
AB. Site Analysis and Conceptual Design																		
AB.1	Project Management	1	6		0	0	3	10			\$2,060	\$4,995	\$7,876	\$0	\$0	\$31,825	\$6,704.38	
AB.2	Predesign Conference (Virtual)	0	1	2	2	0	2	7			\$1,145							
AB.3	Field Topographic Survey	0	1	4	4	8	0.5	17.5			\$2,435							
AB.4	Geotechnical Investigation	0	1	2	4	1	0.5	8.5			\$1,355							
AB.5	Design Coordination Meetings (1 - Virtual, 1 - Onsite)	0	3	6	4	0	2	15	\$755		\$3,420							
AB.6	Fleet Mix Development for Pavement Design	0	1	4	2	0	0	7			\$1,285							
AB.7	Preliminary Pavement Design (Airside and Landside)	0	2	10	6	0	0	18			\$3,240							
AB.8	Preliminary Drainage Assessment	0	2	8	6	4	0	20			\$3,260							
AB.9	Conceptual Site Layout (up to 3)	0	6	16	6	36	0	64			\$8,920							
AB.10	Conceptual Hangar Layout (up to 3)	0	3	6	2	4	0	15			\$2,535							
AB.11	Entrance Drive Coordination	0	2	6	4	2	0	14			\$2,390							
AB.12	Engineer's Opinion of Probable Construction Cost Estimate (EOPPC) - (up to 3)	0	2	8	6	4	0	20			\$3,260							
AB.13	Utility Assessment	0	1	6	4	1	0	12			\$2,055							
AB.14	Coordination with Subs, City and Agencies as required	0	2	4	6	0	2	14			\$2,340							
AB.15	Site Assessment and Conceputal Layout Submittal	1	1	2	6	2	2	14		\$750	\$2,965							
AB.16	Site Assessment and Conceputal Layout Review Meeting (PM in person)	0	2	12	4	0	2	20	\$755		\$4,325							
Totals		2	36	96	66	62	14	276			\$46,990							\$98,391
C. Final Design - Construction Documents Phase																		
C.1	Project Management	1	8	0	0	0	4	13			\$2,650	\$0	\$0	\$12,500	\$15,000	\$73,800	\$15,195	
C.2	Design Coordination Meetings (PM 2 - Virtual, 1 - Onsite; SPM - 3 Virtual)	0	3	12	4	0	3	22	\$590		\$3,925							
C.3	Cover Sheet	0	0	0	1	1	0	2			\$245							
C.4	Summary of Quantities and Index of Drawings	0	0	1	1	1	0	3			\$435							
C.5	General and Safety Notes	0	0.5	2	1	1	0	4.5			\$743							
C.6	Construction Access, Haul Routes, Staging and Storage Area	0	0.5	1	1	2	0	4.5			\$653							
C.7	Construction Phasing and Maint. of Traffic Plans, Notes and Details	0	0.5	4	2	4	0	10.5			\$1,568							
C.8	Dimensional Control and Project Layout Plan	0	0	2	1	4	0	7			\$925							
C.9	Utility Plan and Details	0	1	4	2	2	0	9			\$1,485							
C.10	Grading, Paving and Fencing Plan and Details	0	1	8	4	16	0	29			\$3,935							
C.11	Storm Sewer and Drainage Plan and Details	0	0	4	0	8	0	12			\$1,560							
C.12	Marking Plan and Details	0	0	2	1	2	0	5			\$725							
C.13	Erosion Control Plan, Notes and Details	0	0.5	2	1	4	0	7.5			\$1,043							
C.14	Project General Specifications	0	1	2	2	0	2	7			\$1,145							
C.15	Technical Specifications	0	1	4	2	0	2	9			\$1,525							
C.16	Utility Coordination	0	1	2	2	0	0	5			\$905							
C.17	Coordination with Subs, City and Agencies as required	0	2	2	1	0	0	5			\$995							
C.18	Engineer's Opinion of Probable Construction Cost Estimate (EOPPC) - (1 Iteration)	0	1	4	4	2	2	13			\$2,015							
C.19	Preparation and Filing of FAA Form 7460	0	0	2	1	1	0	4			\$625							
C.20	Prepare Construction Management Plan	0	0.5	4	2	2	1	9.5			\$1,488							
C.21	Prepare Written Construction Safety Phasing Plan (CSPP)	0	0.5	2	2	0	1	5.5			\$908							
C.22	Project Design, Bidding and Construction Schedule	0	0.5	1	1	0	1	3.5			\$573							
C.23	Prepare Bid Form	0	0	1	4	0	2	7			\$1,010							
C.24	Final Design QA/QC Review	0	1.5	0	0	0	0	1.5			\$353							
C.25	City Site Plan/Permit Review and Addressing Comments	0	1	2	4	4	4	15			\$2,075							
C.26	TDLR/TAS Plan Review and Adressing Comments	0	1	2	4	0	2	9		\$1,438	\$1,435							
C.27	Final Engineering Report	0	2	8	8	0	2	20			\$3,390							
C.28	Final Design Documents Submittal	1	0	2	1	2	4	10		\$750	\$1,495							
C.29	Final Design Review Meeting & Update FD Documents (1 Trip - PM; Virtual SPM)	1	6	12	4	8	2	33	\$590		\$5,600							
Totals		3	34	92	61	64	32	286			\$45,425							\$161,920
D. Bidding Phase																		
D.1	Reproducible Originals of Design Documents	0	1	1	1	2	1	6			\$890	\$0	\$0	\$1,500	\$1,500	\$4,000	\$1,050	
D.2	Signed and Sealed Bid Documents	0	0	1	0	0	1	2			\$310							
D.3	Prepare Addenda	1	2	4	2	4	2	15			\$2,450							
D.4	Answering Contractor Questions	0	2	6	2	0	4	14			\$1,240							
D.5	Prebid Conference (1 Trip - PM; Virtual - SPM)	0	2	12	0	0	2	16	\$591	\$100	\$1,401							
D.6	Bid Opening, Tabulation, Recommendation (1 Trip - SPE)	0.5	1	14	0	0	4	19.5	\$591		\$1,451							
Totals		1.5	8	38	5	6	14	72.5			\$7,743							\$15,793
Total Projected Manhours		6.5	78	226	132	132	60	634.5										
Hourly Rate		\$290	\$235	\$190	\$145	\$100	\$120	-										
Total Estimated Cost		\$1,885	\$18,330	\$42,940	\$19,140	\$13,200	\$7,200	\$102,695	\$3,873	\$3,038	\$100,158	\$4,995	\$7,876	\$14,000	\$16,500	\$109,625	\$22,949	\$276,104



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

November 1, 2023

Craig Clairmont, P.E.
KSA
281.494.3252
cclairmont@ksaeng.com

Re: Professional Surveying Services – Topographic Surveying Services
MID-VALLEY INDUSTRIAL PARK LOT 1 BLK 3
Address: Jose Stephens Ave. Weslaco, Tx.

Mr. Clairmont,

We are pleased to submit this proposal for topographic surveying services for the above-referenced project. The services we propose include topographic services as to the limits depicted in the attached exhibit and provided scope of work.

Our lump sum fee for Surveying Services is **\$7,875.88 tax included** for all scope of services as identified below:

- Topographic Survey the area shown outlined in yellow.
- Locate any visible and underground (Texas 811) utilities, existing trees, ditches, roadways, etc.
- Prepare digital map of topography at 1-foot contour intervals. Provide 100' x 100' grid.
- Establish two (2) benchmarks for surveyed areas.
- NAD83 (ADJ2011) Horizontal Datum
- NAVD 88 Geoid 12B Vertical Datum
- GPRS - locate utilities at the intersection of Joe Stephens Drive and Mile 9 N. Road, as well as some that continue westerly from that intersection along the property line.
- The submittals will include (1) signed and sealed topographic survey with all pertinent information from a Texas Registered Professional Land Surveyor and CAD file.

***** This quote is valid for the next 7 calendar days. *****

Please see attached checklist for a breakdown of what our services will conclude

Page 1 of 2
SUR-P 240

This fee is subject to change depending on additional work ordered or change of project scope based on client request.

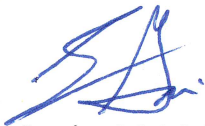
We will commence work the following business days after receiving written authorization to proceed. We will provide the survey within 10-12 business days of notice to proceed, pending GPRS locate. Presuming that there are no delays affecting performing obligations under this signed proposal to the extent that the delay is caused by Force Majeure that directly impacts the ability to meet the scheduled deadline.

Thank you for the opportunity to provide our surveying services. If you have any questions or would like to discuss this proposal, please contact our office at (956) 702-8880.

Your signature below will act as your approval and agreement to this proposal.

Respectfully Submitted,

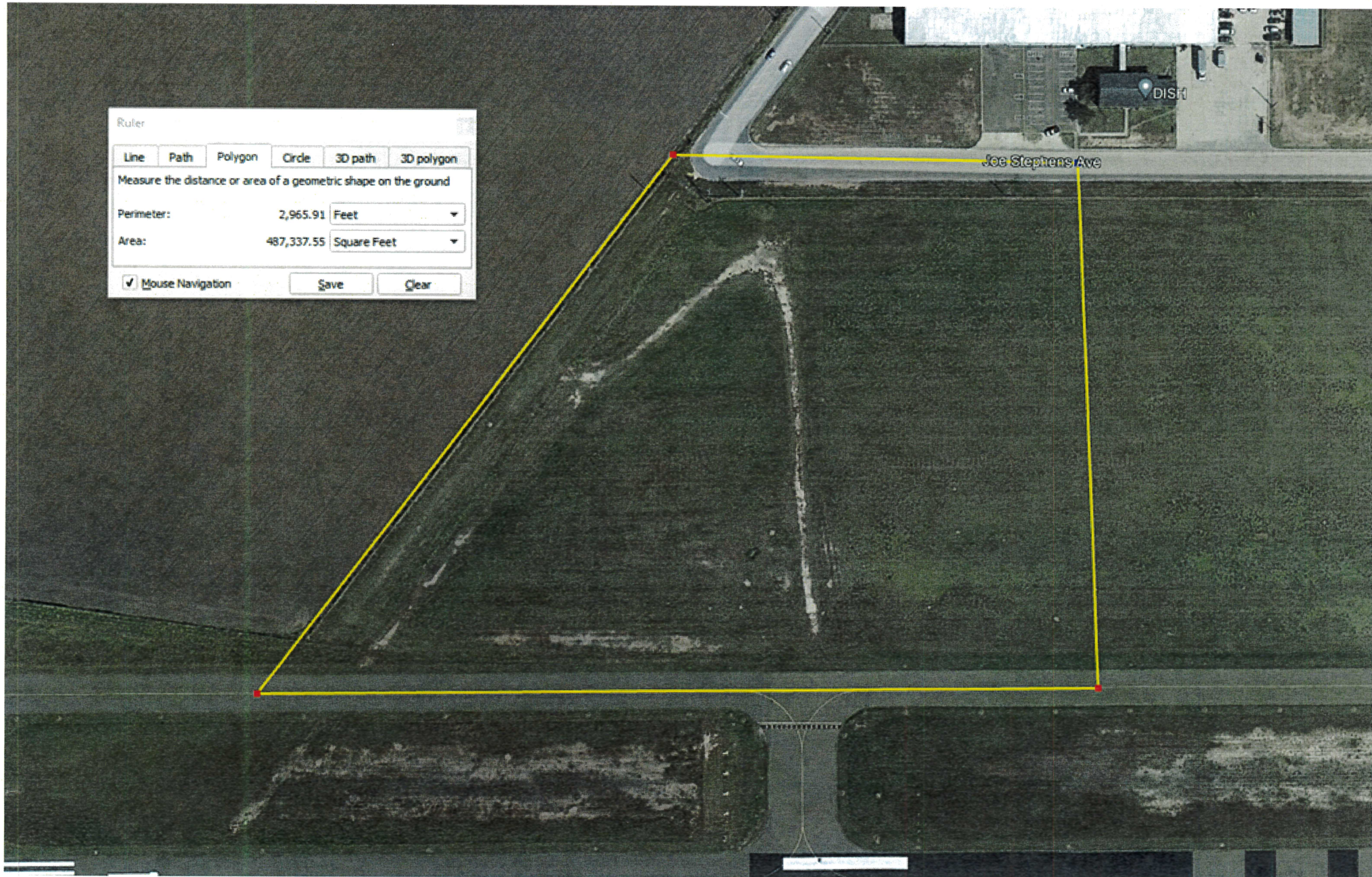
Proposal Accepted:

for 

Jessica M. Maldonado, PE, PMP, CFM
Director of Professional Services
SAMES, Inc.

Authorized Agent

Date:



Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 2,965.91 Feet

Area: 487,337.55 Square Feet

☒ Mouse Navigation

Save Clear



SURVEY PLAT CHECKLIST

Project Name/Address: Mid-Valley Airport **Client Name:** Humberto Tijerina

- | | |
|--|--|
| ☐ Boundary Lines with Dimensions | ☐ Zoning |
| ☒ Improvements | ☐ Vicinity Map |
| ☐ Right-of-Way | ☐ Driveways (Within Limits) |
| ☐ Adjoiner Information | ☒ Topography |
| ☒ Street Names | ☒ Signed & Sealed Topographic Survey Map |
| ☐ Easements | ☒ Benchmark Set (Limit of 2) |
| ☐ Setbacks | ☒ CAD File |
| ☐ Waterline with Sizes (If sizes are available) | ☒ Ascii File |
| ☐ Storm with Inverts and Sizes | ☐ Spot Elevations |
| ☐ Sanitary with Inverts and Sizes | ☒ Grid (100' x 100') |
| ☒ GPRS (Private Utility Locate) | ☒ Fences |
| ☒ 811 Utility Locate | ☐ Existing Buildings with Number of Stories |
| ☐ Flood Plain (if applicable) | ☐ Field Sketches (If Applicable) |
| ☐ Legal Description | ☒ Legend |
| ☐ Area in S.F. and Acres | ☐ Building Heights |
| ☒ Street Addresses | ☐ Finished Floor Elevations |
| ☐ Trees Labeled (Within Limits, 4' Caliper & above) | ☐ Property Owner Names |
| ☐ Tree Heights | ☐ Firm Panel Number and Date |
| ☐ Set Rods | ☐ Surveyor of Record for Subdivision Plats |

Proposal #: 240

Proposal No. PMA23-056-00
October 30, 2023

Mr. Craig A. Clairmont, P.E., LEED
Aviation Practice Leader
KSA Engineers, Inc.
816 Park Two Drive
Sugar Land, Texas 77478

**RE: Proposal for Subsurface Reconnaissance Services
Future Weslaco Mid-Valley Airport Development
1909 Joe Stephens Avenue
Weslaco, Hidalgo County, Texas**

Dear Mr. Clairmont:

On the basis of the documents received by our office via electronic-mail attachment from you on Friday, October 27, 2023, **RABA KISTNER, Inc. (RKI)** is pleased to submit this proposal for Subsurface Reconnaissance Services to KSA Engineers, Inc. (CLIENT) for the above-referenced project. The broad objectives of our study will be to evaluate subsurface conditions at the subject site, and to provide preliminary geotechnical considerations that may affect the design and construction of the future airport development. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

On the basis of the information provided to us by the CLIENT, we understand that an undeveloped tract of land, located along the northeast portion of the existing Weslaco Mid-Valley Airport facility, is currently being considered for future airport development. We understand that the future airport development is anticipated to include a hangar structure, an apron pavement area, an access taxiway connector, and their associate parking and driveway areas. The existing Weslaco Mid-Valley Airport facility is located at 1909 Joe Stephens Avenue in Weslaco, Hidalgo County, Texas.

FIELD STUDY

On the basis of geologic evidence, the project information provided to us by the CLIENT, and our experience with subsurface conditions in the vicinity of this site, we propose to conduct a total of two borings, extending down to a maximum depth of about 20 ft each below the ground surface elevation existing at the time of our study or auger refusal, whichever occurs first.



Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, **RKI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

We understand that the field operations for this study will be conducted during regular working hours (8:00 AM to 5:00 PM Central Time). Samples will be taken using conventional split-spoon sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. The testing program is anticipated to include moisture content determinations, Atterberg Limits (plasticity) tests, and grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards.

ENGINEERING REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written report. The Subsurface Reconnaissance Report may also include the following information:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered; and
- A brief summary of considerations that may affect the design and construction of the future airport development.

The final report will be submitted in a PDF format via electronic-mail attachment. Only upon the CLIENT's request, we will reproduce the report in a spirally-bound copy.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within three working days after receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rig and the CLIENT has supplied us with the necessary right-of-entry documents, and all available information regarding existing utilities and below-grade

structures on site. The field exploration and laboratory testing phases of the study are expected to take approximately twelve working days to complete. The engineering report will be submitted within an additional twelve working days following completion of the laboratory testing. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM FEE

The total lump sum fee for the study outlined herein is \$4,495.00. Should unusual subsurface conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services

RKI has been provided with a survey plan of the project site by the CLIENT, illustrating the location of the future airport development. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig and underground utility clearance will be provided by the CLIENT prior to our field exploration services. Our lump sum fee also assumes that the field operations will be conducted during regular working hours (8:00 AM to 5:00 PM Central Time).

It should be noted that our study scope (and project fee) do not include final geotechnical engineering recommendations for detailed foundation design, and/or earthwork and foundation excavation observations during the construction of the project.

It should also be mentioned that our study scope (and project fee) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to perform the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Saul Cruz, EIT
Graduate Engineer



Katrin M. Leonard, P.E.
Associate

SC/KML

Copies submitted: Above (1)

Attachments I and II

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date: _____



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135	to	\$250/hour
	Professional.....	\$70	to	\$200/hour
	GIS/AutoCad Operator.....	\$65	to	\$110/hour
	Technical/Clerical/Administrative.....	\$40	to	\$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

PROFESSIONAL SERVICE AGREEMENT

October 30, 2023

Project Name: **Mid Valley Airport**

KSA

Craig A Clairmont

Hereby requests and authorizes Trinity MEP Engineering, LLC ("Trinity") to perform the following engineering consulting services.

Dear Client,

Trinity MEP Engineering, LLC is pleased to submit a proposal to render MEP Engineering Design Services for Additional Services to the "**Mid Valley Airport Office and Hanger Bay**" project located in Weslaco, Texas. Our scope of work will be as described below a new 4,500 SF office with a 10,500 SF Hanger Bay.

Basic Services:

Construction Documents:

- Mechanical Design
 - Heating and Cooling Loads for the facility "Manual J" Calculations"
 - HVAC design and engineered construction documents for the project inclusive of all mechanical equipment selection "Manual S", ductwork sizing, ductwork accessories, piping, and equipment controls. Design shall conform to the Mechanical Code adopted by the local municipality.
- Electrical Design
 - Electrical design and engineered construction documents for the project inclusive of building interior and exterior lighting, data and special systems rough-ins, general power distribution, equipment power connections, electrical service size and power demand load calculation, & site lighting. Design shall conform to the National Electrical Code as adopted by the local municipality.
 - Technology Design and engineered construction documents for the security system, access controls, and fire alarm system.
- Plumbing Design
 - Plumbing design and engineered construction documents, in 2D and isometric, for the project inclusive of all work to 5 feet outside the foundation for the sanitary / vent / water / condensate / gas piping, plumbing fixtures, piping accessories. Design shall conform to the Plumbing & Gas Codes as adopted by the local municipality.
- Fire Protection performance drawings and specifications for the fire sprinkler & fire alarm systems.
- Energy Conservation Report (ComCheck) for the Mechanical Equipment, Lighting System, and Water Heaters.
- Project Manual with Specifications in format to match Architectural.

Construction Administration:

- We will attend jobsite meetings and site inspections during construction phase.
- We will review and answer RFI's and Clarifications.
- We will review all project submittals and shop drawings.

5. **PROFESSIONAL STANDARDS.** Trinity MEP Engineering, L.L.C. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Trinity MEP Engineering, L.L.C. makes no warranty, expressed or implied.
6. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by Trinity MEP Engineering, L.L.C. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Trinity MEP Engineering, L.L.C. In the absence of an express agreement about compensation, Trinity MEP Engineering, L.L.C. shall be entitled to an equitable adjustment to its compensation for performing such additional services.
7. **LIMITATION OF LIABILITY.** Trinity MEP Engineering, L.L.C.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
8. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
9. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event Trinity MEP Engineering, L.L.C. is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, Trinity MEP Engineering, L.L.C. may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to Trinity MEP Engineering, L.L.C. which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Trinity MEP Engineering, L.L.C. to provide such Services.
10. **PAYMENT TO Trinity MEP Engineering, L.L.C./ INTEREST ON PAST-DUE AMOUNTS.** Invoices will be issued by Trinity MEP Engineering, L.L.C. for all Services performed under the terms of this Agreement. agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to Trinity MEP Engineering, L.L.C., and if such interest exceeds the principal balance of CLIENT's indebtedness to Trinity MEP Engineering, L.L.C., will be returned to CLIENT. It is the intent of Trinity MEP Engineering, L.L.C. and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and Trinity MEP Engineering, L.L.C. agree that in the event CLIENT and Trinity MEP Engineering, L.L.C. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, Trinity MEP Engineering, L.L.C. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to Trinity MEP Engineering, L.L.C.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Hidalgo County, Texas, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas for enforcement of all obligations created by this Agreement.
11. **Trinity MEP Engineering, L.L.C.'S RIGHT TO SUSPEND SERVICES.** If CLIENT fails to pay any amount due Trinity MEP Engineering, L.L.C. under this Agreement, Trinity MEP Engineering, L.L.C. may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, Trinity MEP Engineering, L.L.C. will provide CLIENT with written notice that Trinity MEP Engineering, L.L.C. will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of Trinity MEP Engineering, L.L.C.'s notice. If CLIENT does not cure the problem within such 7-day period, Trinity MEP Engineering, L.L.C. may suspend Services under this Agreement. In the event of a suspension of Services, (a) Trinity MEP Engineering, L.L.C. shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, Trinity MEP Engineering, L.L.C. shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. Trinity MEP Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (x) Trinity MEP Engineering, L.L.C. shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, Trinity MEP Engineering, L.L.C. shall be compensated for expenses incurred as a result of the interruption and resumption of Trinity MEP Engineering, L.L.C.'s Services, and (z) Trinity MEP Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably

adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.

12. **TERMINATION FOR NON-PAYMENT OF FEES.** Trinity MEP Engineering, L.L.C. may terminate this Agreement by giving written notice if any Trinity MEP Engineering, L.L.C. invoice remains unpaid for more than 30 days. Trinity MEP Engineering, L.L.C.'s right to terminate this Agreement shall not be waived. Trinity MEP Engineering, L.L.C.'s continued performance during any period of investigation by Trinity MEP Engineering, L.L.C. to determine the reasons for CLIENT'S nonpayment.

13. **TERMINATION.** Either CLIENT or Trinity MEP Engineering, L.L.C. may terminate this Agreement with or without cause by giving 7 days' written notice to the other party. In such event CLIENT shall forthwith pay Trinity MEP Engineering, L.L.C. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

14. **LEGAL EXPENSES.** In the event legal action is brought by Trinity MEP Engineering, L.L.C. to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay Trinity MEP Engineering, L.L.C. reasonable amounts for fees, costs and expenses as may be set by the court.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, Trinity MEP Engineering, L.L.C. may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Trinity MEP Engineering, L.L.C. to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without Trinity MEP Engineering, L.L.C.'s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Trinity MEP Engineering, L.L.C. until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. Trinity MEP Engineering, L.L.C. will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. Trinity MEP Engineering, L.L.C. shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) Trinity MEP Engineering, L.L.C. does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors. Trinity MEP Engineering, L.L.C. is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors.

GENERAL. Claims, disputes or other matters in question solely between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder, and additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Board of Directors, Trinity MEP Eng., LLC. and any other person or entity consenting to arbitration of any claim, dispute or other matter in question. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to be the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

MEDIATION. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in

question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Trinity MEP Eng., LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable.

LIMITATION OF LIABILITY. The development of this project is intended to produce the largest rate of return (benefit) for the owner for their investment (cost). To a lesser degree, the project Architect will also enjoy a benefit (his professional fee) for his investment (professional service), similarly but to a much lesser degree, the Consultant (Trinity MEP Eng., LLC) will also see a benefit for our service investment. As such, the project risk exposure to the various parties shall accordingly recognize this fact. For this reason, Trinity MEP Eng., LLC's limitation for all liabilities shall be limited to our engineering fee for this project. Also refer to the sections above for related discussion.

VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant.

ATTORNEYS' FEE. Should any action, proceeding, arbitration or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment. If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Trinity MEP Eng., LLC will review any changes, and once acceptable to both parties Trinity MEP Eng., LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal - agreement.

END OF PROFESSIONAL SERVICE AGREEMENT



October 31, 2023

Mr. Craig Clairmont
KSA Engineers
816 Park Two Drive
Sugar Land, Texas 77478

Re: New Hangar at Mid-Valley Airport
Weslaco, Texas

Dear Craig:

Per your request, I have prepared our Fee Proposal, see attachment 1, to perform Architectural Services only, in two parts or phases as follows: Part 1: Schematic Design Phase (projected 6 – 8 weeks), and Part 2: Final Design & Construction Documents (projected 12-16 weeks). Exclusions are listed on the attached proposal.

Additional Services, if requested, would be compensated based on the hourly rates include in the schedule.

Let me know if you have any questions about this proposal.

Thanks,

A handwritten signature in blue ink, appearing to read 'Bob Simpson', written over a faint blue circular stamp or watermark.

Robert S. 'Bob' Simpson, AIA
Boultinghouse Simpson Gates Architects, Inc.

Attachment: 'attachment 1 – Fee Proposal'
Spreadsheet

attachment 1



October 31, 2023

F E E P R O P O S A L
NEW HANGAR at MID-VALLEY AIRPORT
Weslaco, Texas

SCOPE OF SERVICES:
as per attachment

PROPOSED FEES:

<u>phase</u>	<u>fee</u>
Schematic Design Phase	\$ 31,825
Final Design & Construction Documents Phase	\$ 73,800
Bidding Phase - NIC	\$ 0
Construction Administration Phase - NIC	\$ 0
Total Fee	\$105,625

These services would include Architectural Services only as required for a project of this type. Cost for the State of Texas Review for handicap accessibility, the printing costs of the construction documents or travel expenses outside the South Texas area are not included. However, the coordination of those items or services would be included in the Basic Services Fee.

EXCLUSION

- | | |
|---------------------------------------|--------------------------|
| • MEP Engineering | • Civil Engineering |
| • Geotechnical Testing & Engineering | • Existing Topo & Survey |
| • Landscaping & Landscape Engineering | • Fire Sprinkler Design |
| • Structural Engineering | |

ADDITIONAL SERVICES OR COSTS (should they be requested)

Principal Architect	\$150.00/hr
Project Architect	\$125.00/hr
Level I Technician	\$ 75.00/hr
Level II Technician	\$ 65.00/hr
Administrative	\$ 50.00/hr

Respectfully Submitted,

Robert S. 'Bob' Simpson, AIA
Boultinghouse Simpson Gates Architects

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337 • Austin, Texas 78711-2337
(512) 305-9000 telephone

proposal acceptance:

signature

print name

date

Mid-Valley Airport

Weslaco, Texas

Proposed New Hangar Project (Approx. 15,000 SF)

31-Oct-23



Architectural Services Proposal
(Excludes Civil, Structural, MEP, Etc.)



PART 1: Schematic Design - (6 - 8 Weeks)		Hourly Rate	Hours	Fees
Project Architect		\$150.00	85	\$12,750
Technician Level I		\$75.00	165	\$12,375
Technician Level II		\$65.00	80	\$5,200
Administrative		\$50.00	30	\$1,500
			360	\$31,825
PART 2: Final Design & Construction Documents - (12 - 16 Weeks)				
Project Architect		\$150.00	120	\$18,000
Technician Level I		\$75.00	370	\$27,750
Technician Level II		\$65.00	320	\$20,800
Technician Level II		\$65.00	60	\$3,900
Administrative		\$50.00	67	\$3,350
			937	\$73,800
Total Hours			1297	
CA Phase				\$0
Not Included				
Total Architecture Fees				\$105,625



2023 SCHEDULE OF HOURLY FEES - Aviation

Principal	\$290.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$185.00/hour
Electrical Design Engineer	\$155.00/hour
Senior Project Manager	\$235.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$125.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$205.00/hour
Engineering Technician	\$110.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$120.00/hour
Senior CAD Technician	\$100.00/hour
CAD Technician	\$ 90.00/hour
Senior Project Representative	\$115.00/hour
Project Representative	\$100.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$135.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$170.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$150.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.65/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
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Outside Consultants	Cost + 15%
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NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7121	
From:			
Subject: Discussion and consideration to approve Resolution 2023-59 to allocate votes in the election for the 2024-2025 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve the nominee as recommended by the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: Corr HCAD, Biographys, Official Ballot, R2023-59 Appraisal District BOD votes 2024-2025 election			
Responsibilities upon Approval:			

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

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



www.hidalgoad.org

BOARD OF DIRECTORS

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

October 25, 2023

City of Weslaco Secretary
Ms. Norma A. Cantu
255 S. Kansas Ave.
Weslaco TX 78596

RECEIVED
OCT 30 2023
BY: CSD-AV

Dear Ms. Cantu,

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

Five (5) Board of Directors are elected by vote of the eligible taxing units that participate in the District, which governs the Hidalgo County Appraisal District. In addition to the five (5) elected Board of Directors, the County Tax/Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr., serves as a non-voting Director.

The governing body of each eligible taxing unit may cast all its votes for one (1) candidate or distribute the votes among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser **Before December 15th**. Please note that there is no provision for write-in candidates. Therefore, any vote cast for someone not listed on the ballot will be discarded.

The Chief Appraiser will count all timely submitted votes, declare the five candidates that receive the largest cumulative vote totals elected, and submit the results before December 31st to the governing body of all taxing units in the District and to the candidates.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

**2024-2025
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS**

	2022 Tax Levied	2022 Total Levy	2022 Percent	Voting	2024 - 2025 Directorships	2024 - 2025 Official Votes
Entity						
Hidalgo County	\$ 264,653,740	\$ 1,050,933,873	25.183%	252	5	1,260
Cities						
Alamo	\$ 5,103,714	\$ 1,050,933,873	0.486%	5	5	25
Alton	\$ 3,103,203	\$ 1,050,933,873	0.295%	3	5	15
Donna	\$ 6,551,936	\$ 1,050,933,873	0.623%	6	5	30
Edcouch	\$ 622,717	\$ 1,050,933,873	0.059%	1	5	5
Edinburg	\$ 38,127,169	\$ 1,050,933,873	3.628%	36	5	180
Elsa	\$ 1,762,298	\$ 1,050,933,873	0.168%	2	5	10
Granjeno	\$ 30,754	\$ 1,050,933,873	0.003%	1	5	5
Hidalgo	\$ 3,085,315	\$ 1,050,933,873	0.294%	3	5	15
La Joya	\$ 1,209,519	\$ 1,050,933,873	0.115%	1	5	5
La Villa	\$ 661,394	\$ 1,050,933,873	0.063%	1	5	5
McAllen	\$ 58,106,007	\$ 1,050,933,873	5.529%	55	5	275
Mercedes	\$ 5,957,425	\$ 1,050,933,873	0.567%	6	5	30
Mission	\$ 28,910,952	\$ 1,050,933,873	2.751%	28	5	140
Palmview	\$ 3,676,160	\$ 1,050,933,873	0.350%	4	5	20
Penitas	\$ 1,711,540	\$ 1,050,933,873	0.163%	2	5	10
Progreso	\$ 967,912	\$ 1,050,933,873	0.092%	1	5	5
Pharr	\$ 28,727,505	\$ 1,050,933,873	2.734%	27	5	135
San Juan	\$ 10,077,462	\$ 1,050,933,873	0.959%	10	5	50
Sullivan City	\$ 739,543	\$ 1,050,933,873	0.070%	1	5	5
Weslaco	\$ 16,103,016	\$ 1,050,933,873	1.532%	15	5	75
Schools						
Donna	\$ 22,534,056	\$ 1,050,933,873	2.144%	21	5	105
Edcouch-Elsa	\$ 5,402,674	\$ 1,050,933,873	0.514%	5	5	25
Edinburg	\$ 91,362,000	\$ 1,050,933,873	8.693%	87	5	435
Hidalgo	\$ 8,845,402	\$ 1,050,933,873	0.842%	8	5	40
La Joya	\$ 41,386,168	\$ 1,050,933,873	3.938%	39	5	195
La Villa	\$ 1,808,783	\$ 1,050,933,873	0.172%	2	5	10
Lyford	\$ 198,030	\$ 1,050,933,873	0.019%	1	5	5
McAllen	\$ 96,621,136	\$ 1,050,933,873	9.194%	92	5	460
Mercedes	\$ 9,261,699	\$ 1,050,933,873	0.881%	9	5	45
Mission	\$ 31,332,081	\$ 1,050,933,873	2.981%	30	5	150
Monte Alto	\$ 2,193,628	\$ 1,050,933,873	0.209%	2	5	10
PSJA	\$ 70,777,785	\$ 1,050,933,873	6.735%	67	5	335
Progreso	\$ 3,013,695	\$ 1,050,933,873	0.287%	3	5	15
Sharyland	\$ 46,548,429	\$ 1,050,933,873	4.429%	44	5	220
So Tx College	\$ 75,735,089	\$ 1,050,933,873	7.206%	72	5	360
South Texas ISD	\$ 23,974,661	\$ 1,050,933,873	2.281%	23	5	115
Valley View	\$ 11,639,286	\$ 1,050,933,873	1.108%	11	5	55
Weslaco	\$ 28,409,990	\$ 1,050,933,873	2.703%	27	5	135
GRAND TOTALS	\$ 1,050,933,873		100.000%	1002		5,015

EDDY BETANCOURT
805 N Ware Rd
McAllen, TX 78501
(956) 789-8891

Overview

Results-driven construction and project manager with over 30 years of expertise as a superintendent, construction manager and construction business owner. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality Industrial, Commercial, Institutional, and Residential projects while adhering to a tight schedule and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

Project Management / Budget & Finances / Personnel Acquisition & Training /

Team Management / Design & Development / Customer Relations / Multi-Site Management /

New Business Development

Industry

- Commercial Construction
- Commercial / Residential Real Estate
- Retail Automotive Accessories

Project Management/Leadership

- Large Scale Construction management and implementation.
- Small Business Owner

WORK EXPERIENCE

Aug 1984 to Present

R & B General Construction Co, Inc., President

McAllen TX.

Administer construction budgets and supervise a staff of 60 full-time employees. Plan & design industrial warehouses and commercial ventures. Assist in the development of industrial facilities in various industrial parks. Coordinate development of residential homes and Multi project of renovations for commercial projects. Work closely with city municipalities, Engineers, Architects. Often present viable projects to city and county entities, and city officials to obtain necessary variances and permits for various private projects to meet city ordinances and overall governmental building codes. Development and Management of multi-million-dollar investment projects, specializing in the Cold Storage warehouse industry.

Oct 2015 to Dec. 2022

National Tire and Wheel, LLC Co-Owner and President.

McAllen, TX

Purchased existing business on 10/22/2015.
Current sales have exceeded historical sales.

Feb 2012 to Present

E2H Investments, LLC, General Retail Partner Manager.

McAllen, TX

Manage a Rent to Own Business.
Account Management
Sales
Marketing
Grew business to 8 locations in 48 months.

January 1992 - 1998

Century Forwarding Agency, Inc, Vice President

Hidalgo, Texas

Manage export operation of the Agency specializing in exporting general goods for various Mexican and American corporations as well as managing. Just In-Time inventories for various fortune 500 companies. Successfully implemented all logistics for Wal-Mart Mexico and Wal-Mart USA specializing in their produce sector through various U.S and Mexican custom brokers with strict adherence to the NAFTA rules and regulations.

Aug 1987 - 1992

Technics Construction of Texas Inc.

McAllen, TX.

Vice-President Administered construction budgets and supervised a staff of 30 full-time employees. Designed and Build warehouse storage facilities. Assisted in the Development of Industrial facilities. Coordinated all aspects of construction for residential homes and renovations of commercial projects.

COMMUNITY SERVICES:

Appointed to Texas Facilities Commission by Texas Governor Sept. 2020 to term expiring in 1/31/2023.

Most Recent Re-Appointment by Texas Governor as Commissioner for the Texas Facilities Commission and Confirmed by the Texas Senate with term Expiring in 1/31/2029.

Appointment as Member of Board of Directors Hidalgo County Appraisal District. By Hidalgo County Entities Terms 2020-22, 2022-2023

Appointed Member to Hidalgo County Appraisal District Review Board 2007 - 2012

Board Held Positions

- Member
- Secretary
- Chairman

PROFESSIONAL DEVELOPMENT:

University of Texas Pan-American - School of Business Continuing Education
Real Estate, Appraisals, Marketing, Real Estate principles, Law and Contracts
Mathematics, and Finance.

State Licensed in Real Estate # 0440351(1994)

Fluent in Reading and Writing Spanish

EXTRA CURRICULAR ACTIVITIES:

- ENACTUS Advisory Board (Students In Free Enterprise early 90's Alumni)
- Chairman entrepreneurship workshops,
- Small business development conference Invitee speaker
- Active supporter of Higher Education
- Golfing Activities, Fishing,
- Active in Daughter's School Outreach Programs
- Enjoy Family Trips

FORMAL EDUCATION

BBA (94)– Marketing and International Business, University of Texas Pan American

OTHER

Bilingual - Spanish/English.

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

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

Served 6 years on the McAllen Planning & Zoning Board

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

Mario Chapa

956-358-7796

Email: Mario@mchapa.com

SUMMARY OF QUALIFICATIONS

- 40 years experience in engineering and aviation environments, including domestic and international project management, system engineering, network management, installation and testing of airport/aviation communications systems.
- Experience in baggage system design and installation, including the acceptance testing of the integration of inline and stand alone baggage security systems at DFW, LAX, BOS, ORD, PHL, MFE, IAH, DAL, SJU, AUS, MIA, and TPA airports and contributed to problem resolution on those systems.
- Demonstrated ability to build rapport and resolve complex issues among multiple entities with conflicting interest including a telephone central office design problem, which had gone unresolved for 25 years.
- Extensive hands-on experience throughout career, including problem solving difficult technical issues.
- Self motivated, Can-Do-Attitude presenting integrity and professionalism to problem resolution.

PROFESSIONAL EXPERIENCE MANAGEMENT

- Supervised the successful ACARS Upgrade project enhancing data radio communication between US airports and enroute aircraft. Resolved a firmware design problem with control unit. Identified a hardware design flaw in the proposed control equipment preventing unnecessary delay and expense.
- Managed the installation of a 400 position San Jan Puerto Rico Reservation Center on schedule and within budget including the integration of additional capacity and enhanced network management.
- Responsible for the procurement/shipping and maintenance of \$18 million dollars worth of communications equipment annually.
- Directed the procurement, installation and test check-out for material/baggage handling and cargo systems. Reviewed and revised technical specifications and related project drawings. Presented information to management on cost, schedule and budget.
- Lead design team of a governmental ship to shore HF project. Designed system from the ground up including basic control circuit board design and build, procurement of all parts, prototype development and testing, training manuals, operating procedures and installation.
- Supervised engineering staff to plan, develop and design complex communications networks including network management. This included responses and presentations to RFPs and RFQs.

Mario Chapa Resume Cont'd

ENGINEERING

- Designed T1 carrier span lines and provided field assistance for problem solving. Assisted Bell Labs engineers with the testing and problem resolution of the first T3 carrier system in Texas.
- Lead test teams with hands on involvement, including microwave path profile calculations, to upgrade performance of approximately 35 sites of the USAF Kanto Plains Microwave System near Tokyo Japan.
- Provided engineering expertise in problem solving issues of the Motorola Trunk Radio System and Centracom consoles, which provided mobile communications to DFW airport personnel.
- Established field support of the secure/non-secure HF voice/data network supporting Air Force One. Performed diagnostic testing and maintenance.
- Introduced to Sabre at American Airlines the IBM network computer. Upon my technical analysis and recommendation, the IBM network computer was installed and utilized by American Airlines travel agencies, airport ticket counters and other airline office environments.

WORK HISTORY

Communications Officer	US Air Force
Engineer	SW Bell Telephone, Dallas, TX
Engineer	Rockwell International, Richardson, TX
Communications Director	Braniff International Airlines, Dallas, TX
Sr. Communications Engineer	Aeronautical Radio Inc, Annapolis MD
Regional Engineering Manager	General DataComm, Waterbury, CT
Communications Consultant	Self employed
International Communications	American Airlines, DFW Airport, TX
Project Manager	American Airlines, DFW Airport TX
Project Manager	BNP Associates, Danbury, CT
Project Manager	Ciara Associates, Herndon, VA

EDUCATION

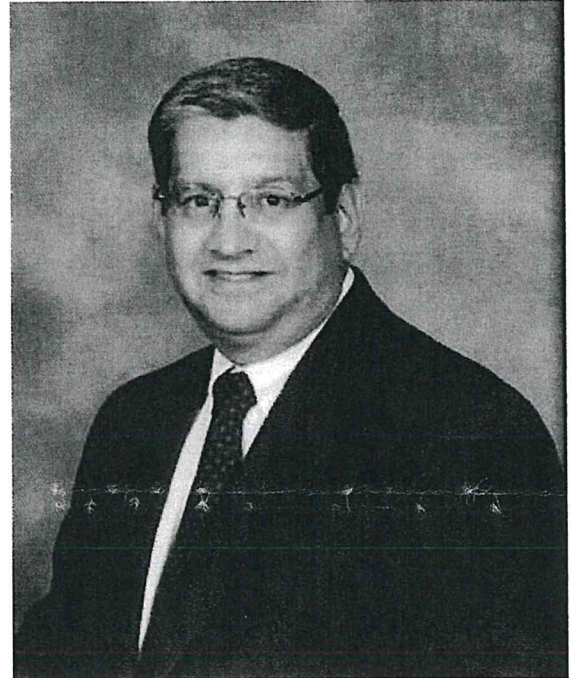
B.S. Electrical Engineering
Texas A&I University – Now Texas A&M University-Kingsville

OTHER

Private Pilot (Commercial and Instructment Ratings)

MEET RICHARD. A. GARZA,

Richard A. Garza is a lifelong resident of the Rio Grande Valley. He first received his real estate license at the age of 18 then continued on to graduate with a BBA in Finance from Pan American University in Edinburg, TX. He first joined BIC Realty in 1977. As Richard continues working on sales in residential and commercial real estate, he has also represented many banks in selling REO properties. His knowledge of over 46 years of experience in the Real Estate Industry allows him to provide clients with versatile, multi-market expertise. In the mid 80's, Richard began purchasing tracts of land and developed them into residential/ranch-type subdivisions and has since developed and sold over 10,000 acres. As a Real Estate developer, his job entails coordinating the development with engineers, city officials, city staff, utility contractors, paving contractors, water suppliers, and surveyors creating robust loyal industry relationships. Over the years Richard has also founded and participates in BIC Investments, GR Land Corporation, Garco, LTD, BIC Development, Goldstar Holdings, Ice House Ranches, GR Inversiones, and Anacahuillas companies. He is the previous Chairman of the Hidalgo County Appraisal District Board of Directors, Current Director of the Texas Land Developers Association, Current Member of the Santa Gertrudis Breeders International, Current Member of the Edinburg Chamber of commerce, Current Member of the McAllen Chamber of Commerce, Current Member of the McAllen Hispanic Chamber of Commerce and has participated/served his community in so many ways over his time in the Real Estate Industry.



10-23-2023

Antonio Lozano Jr.

Bio information for nomination as a candidate for the Board of Directors of the Hidalgo County Appraisal District

I am a retired educator with 36 years of experience. I graduated from Mercedes High School in 1970 and then earned my teaching certificate from Pan American University in 1976. While teaching for 8 years I continued my education and earned a Master's Degree in Educational Administration from Pan American University. While in Mercedes I worked at both the local Jr. High and High School as an asst. principal. After those experiences I was appointed as an Elementary Principal at Taylor Elementary. As my tenure continued in Mercedes I was also appointed to lead as Director of several local and federal programs. In Mercedes I spent 4 years as an elected City Commissioner and Mayor Pro Tem. After that I was appointed to the Mercedes Housing Authority where I spent 4 years as a member and Chair. In 1993 my family and I became residents of Pharr and I started serving my community as a Boys and Girls Club Director and later was appointed to the Pharr Housing Board where I served for 15 years as a member and Chair of the Board. After 25 years with Mercedes ISD, I started working with the PSJA ISD for a total of 11 years. While working for PSJA ISD I was appointed Principal of Buell Alternative High School for 4 years, Principal of North High School for 4 years and then finished my last 3 years as the Director of the newly established Energy Department. My family and I have been active members of St. Anne's Church in Pharr for over 20 years. I have been an active member of the Knights of

Columbus for over 40 years in Mercedes and now currently an active member with the Knights of Columbus in Edinburg. My wife and I are proud home owners and taxpayers to our City, our School District and our County. We are proud to say we have never failed with that obligation. Though retired we believe it is our responsibility to continue to serve our Community, our Schools and our Church. Thank you for your consideration.

Joe Daniel Olivarez

L N R Apartments

614 North Texas

956-463-5656

joe@LNRapts.com

OBJECTIVE

As a member of the Weslaco community I would like to be known as a leader. Someone who inspires and motivates other to achieve their goals.

EDUCATION —

University of Texas Austin
Bachelors of Arts in
Business Administration

EXPERIENCE

January 1999-Present
Owner • Olivarez Company

Manage, rent, renovate, build apartments and commercial offices.

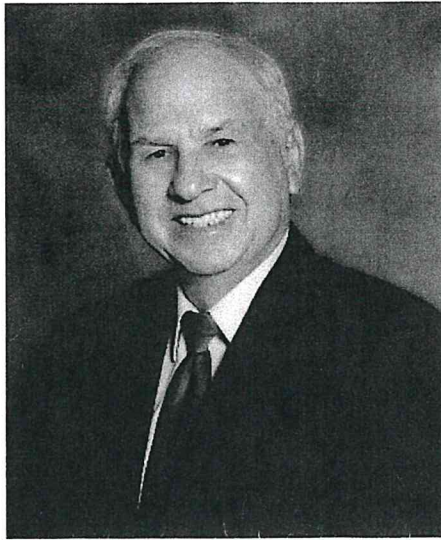
LEADERSHIP

Weslaco Economic Development Corporation
10 years to present
Hidalgo County Subdivision Review Board
10 years to present
Hidalgo County Appraisal District Review Board
12 years
Hidalgo County Appraisal District Board of Directors
4 years

REFERENCES

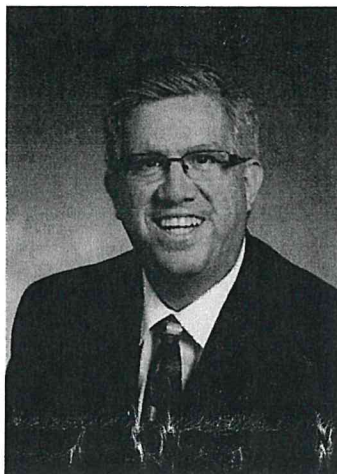
[Available upon request.]

**Amador Requenez
Mission**



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

Dr. Ruben J. Saldaña
District Extension Administrator
Texas A&M AgriLife Extension



Academic Background

Ed.D. Agricultural Education, Texas A&M University/Texas Tech University, 2004
M.P.A. Public Administration, University of Texas - Pan American, Edinburg, Texas 1998.
B.S. Agricultural Education, Texas A&M University, 1988.
Graduate Mercedes High School, 1984.

Professional & Academic Appointments

District Extension Administrator, Southern District (12), 2006 - present
County Extension Director, El Paso County, 1998 - 2006
Project Manager, South Texas AmeriCorps Initiative, TCE, 1994 - 1998
County Extension Agent - Agriculture (Program Leader; County Coordinator) Willacy County, TCE, 1991-1994.
County Extension Agent - Agriculture, Webb County (Laredo), 1989-1991.
Professional Educator, Mercedes Jr. High School, Mercedes I.S.D., 1988-89.

Biographical Sketch

Dr. Ruben Saldaña serves as the District Extension Administrator for the Southern District of Texas. He provides leadership for 20 counties and the Texas A&M Agricultural Research & Extension Center at Weslaco. He began his career as a science teacher at Mercedes ISD then moved into Extension working as an agricultural agent, a specialist for the AmeriCorps program, and as the Director of El Paso County office before moving into his current position in 2006. He is responsible for all programming and operations for the Southern District including Extension operations at the Texas A&M AgriLife Research & Extension Center at Weslaco. He has spent his entire career working along the border of Texas from Brownsville to El Paso, working with youth, commercial agriculture, environmental issues, and most recently with Healthy South Texas, a food and health initiative of the Texas A&M University System launched by Texas A&M System Chancellor John Sharp. He was recognized in 2019 by Chancellor Sharp and agency director Rick Avery as a Texas A&M University System Regents Fellow and is a 34-year veteran of the agency.

He serves on the Advisory Board for Texas A&M University's Department of Agricultural Leadership, Education, and Communications, the Mercedes PD's Crimestoppers Board, on the MISD CTE advisory committee, Our Lady of Mercy Building Committee, and numerous other boards and organizations.

In 2022, he ran for the Mercedes City Commission and was elected in the Place 4 seat. In 2023, he was elected by the Commission as Mayor Pro-Tem.

He is married to the former Dahlia Guajardo from Mercedes. He has two college students at Texas State University, one at Angelo State University, and a son and daughter-in-law that are commercial and military pilots, respectively, in Las Vegas. He has two granddaughters.

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

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



www.hidalgoad.org

BOARD OF DIRECTORS

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

Hidalgo County Appraisal District	
4405 S. Professional Drive	
PO Box 208	
Edinburg TX 78540-0208	
OFFICIAL BALLOT	
Election 2024-2025	
Appraisal District Board of Directors	
Entity: City of Weslaco	Authorized Votes: 75
Nominee	# of Votes
Betancourt, Eddie	
Cardenas, Albert	
Castillo, Fernando	
Chapa Mario	
Garcia, Pete	
Garza, Richard A.	
Gutierrez, Uvaldo	
Lozano, Antonio	
Olivarez, Joe D.	
Requenez, Amador	
Saldana, Ruben	

Date Resolution Passed (attach resolution)

Authorized Representative

cc: Finance Director of each entity

RESOLUTION NO. 2023-59

**STATE OF TEXAS § RESOLUTION CASTING VOTES BY THE
COUNTY OF HIDALGO § CITY OF WESLACO FOR A CANDIDATE TO
CITY OF WESLACO § HIDALGO COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS 2024-2025**

WHEREAS, the City of Weslaco, a governmental unit entitled to vote in the selection of a Board of Directors for the Hidalgo County Appraisal District, has been notified by the Chief Appraiser of Hidalgo County, Texas, that votes to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser before December 15, 2023; and

WHEREAS, the City wishes to cast all its 75 assigned votes to _____ as candidate on the official ballot for Director of the Hidalgo County Appraisal District 2024-2025.

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

1. The City Commission of the City of Weslaco does hereby cast its 75 assigned votes to _____ as a candidate for the Director of Hidalgo County Appraisal District.
2. A certified copy of this Resolution shall be delivered to the Chief Appraiser Hidalgo County, Texas, to evidence this nomination.

PASSED AND APPROVED this 6th day November 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: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7134	
From:			
Subject: Discussion and consideration on the Emergency Interconnect Agreement between North Alamo Water Supply Corporation and the City of Weslaco regarding the sale of potable water and delivery during emergency, drought and/or scarcity of water and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
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:			
Staff Recommendation:			
Attachments, if any: Exhibit A - Interconnect Agreement, Emergency Interconnect Agreement -Weslaco			
Responsibilities upon Approval:			

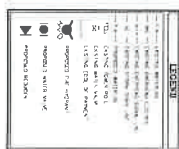


INSET 'A'
SCALE: 1"=5'

KEYED NOTE

TRENCH EXCAVATION SAFETY PROTECTION

The exact utility locations shown are approximate only. Some of the locations were determined from maps provided by the respective utility owner and are not guaranteed. The contractor shall conduct his own digging and determine the exact location of all utilities. The contractor shall be responsible for field verification and is responsible for any damages to and for maintenance and protection of all existing utilities. Contractor shall notify and coordinate with each utility owner 72 hours prior to any excavation. Contractor shall call a utility locator for general utility locations.



ONSITE IMPROVEMENTS FOR MID-VALLEY INTERNATIONAL INDUSTRIAL PARK WESLACO, TEXAS



SAM Engineering & Surveying, Inc.
200 S. 10TH ST, SUITE 1500 TEL: (956) 702-8880
McAlLEN, TEXAS 78501 FAX: (956) 702-8883


SAMES
SAM Engineering & Surveying, Inc.
200 S. 10TH ST, SUITE 1500 TEL: (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883

STATE OF TEXAS §
 § **EMERGENCY INTERCONNECT AGREEMENT**
COUNTY OF HIDALGO §

WHEREAS, North Alamo Water Supply Corporation (“*North Alamo*”) owns and operates a water treatment system and distribution system with a capacity capable of serving the present customers of North Alamo Water Supply Corporation’s system.

WHEREAS, the City of Weslaco, Texas (“*Weslaco*”) owns and operates a water treatment system and distribution system with a capacity capable of serving the present customers of Weslaco’s system.

WHEREAS, North Alamo and Weslaco, need to obtain water supply and delivery for customers within its respective service areas during times of an emergency, drought and/or scarcity of water, and the respective bodies of both North Alamo and Weslaco have authorized the formation of an agreement for these purposes;

WHEREAS, North Alamo and Weslaco, may be both considered either the Buyer or Seller in regards to this interconnect agreement as determined by each transaction that takes place;

NOW THEREFORE, in consideration of the foregoing and the following mutual agreements, this contract is made as follows:

I-A. SELLER AGREES:

1. To furnish potable water of the quality required by the Texas Commission on Environmental Quality;
2. To furnish potable water at the following maximum rates and amounts:

As allowed by the physical characteristics of Seller’s existing system, but not to exceed an amount which will reduce the residual pressure in Seller’s system below thirty (30) p.s.i.

3. To charge Buyer the wholesale rate of one and 55/100 Dollars (\$1.55) per one thousand (1,000) gallons of potable water for any and all water purchased from Seller.
4. To read all meters measuring flow between North Alamo and Weslaco during the last week of each month for which water is furnished and provide to Buyer an itemized billing statement showing the volume of water supplied in 1,000-gallon increments and the amounts due, such statement to be furnished not later than the 10th day of the month following the reading month at the address indicated below. Service will be discontinued for non-payment in accordance with customary

practices of the Seller;

5. To calibrate the metering equipment when requested by Buyer (not to exceed once in a calendar year) and to adjust the monthly billing for each of the previous two months in accordance with the percentage of inaccuracy found during such calibration above or below the correct volume, or in the event the meter fails to register for any period, to calculate the usage during the time of meter failure to be the amount of water furnished during the same time period of the previous year or as otherwise mutually agreed upon;

I-B BUYER AGREES:

1. To pay Seller wholesale rate of one and 55/100 Dollars (\$1.55) per one thousand (1,000) gallons of potable water for any and all water purchased from Seller.

I-C NORTH ALAMO AGREES:

1. To transport and deliver potable water to Weslaco pursuant to this agreement;
2. To pay for potable water received from Weslaco pursuant to this agreement;
3. To install necessary emergency interconnect infrastructure and meters near the intersection of Mile 9 and FM 1015 as shown in Exhibit "A".

I-D WESLACO AGREES:

1. To transport and deliver potable water to North Alamo pursuant to this agreement;
2. To pay for potable water received from North Alamo pursuant to this agreement;

II. IT IS FURTHER MUTUALLY AGREED BY THE RESPECTIVE AND APPLICABLE PARTIES THAT:

1. The term of this Contract is five (5) years commencing on the effective date of the contract, and thereafter to be renewed or extended with such term as may be mutually agreed upon;
2. The parties hereto shall have the right and authority to enter upon the property of the other parties at reasonable times during business hours and after notice for the purpose of inspecting the integrity and propriety of the system of each to prevent contamination, failure of deliveries, and accuracy of metering of deliveries;

III. LIMITATIONS OF LIABILITY

1. In the event Seller is unable to supply all of the water to which Buyer is entitled

under this agreement because of low available water supply, the supply to Buyer will be reduced in the same proportions as other municipal users located within Seller's service area.

IV. ALTERNATE DISPUTE RESOLUTION

Seller shall not terminate this Agreement nor take any adverse action against Buyer without first giving Buyer written notice of the violation or other problem and advising Buyer of Buyer's right to cure said violation or problem. If Buyer corrects or cures the violation or problem within the specified 30-day period following such notice, then no adverse action related to this agreement shall be taken by Seller.

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within 15 days after the expiration of the specified 30-day period to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

IN WITNESS WHEREOF, EXECUTED by North Alamo Water Supply Corporation and City of Weslaco, Texas, acting under the authority of their respective governing bodies in duplicate originals affective on this _____ day of _____, 201_____.

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78539-3832

By: _____
Steve D. Krenek, President

Date: _____

CITY OF WESLACO, TEXAS
255 S. Kansas Avenue
Weslaco, Texas 78596

By: _____
David Suarez, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Juan E. Gonzalez, City Attorney

ATTEST:

By: _____
Norma Cantu, City Secretary



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7118	
From: David Arce			
Subject: Discussion and consideration to purchase front end commercial bins and roll off bins from Sourcewell vendor Wastequip Manufacturing Company LLC. in an amount not to exceed \$89,245 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Roll off bins for the new roll off truck that is on order.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 Wastequip Bins, Commercial Bins Quote, 30 yard roll offs-Quote			
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: November 6, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: COMMERCIAL BINS AND ROLL OFFS

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

Staff is requesting the purchase of commercial bins 6- and 8-yard containers, 39 containers and 10-thirty-yard roll offs. The commercial containers will be in the amount of \$39,842 and the roll offs will in the amount of \$49,403 for a combined purchase of \$89,245. These items are budgeted.

Lead time is about 30 days.

Staff recommends approval.



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10292774

Sell To:

Contact Name	Miriam Mendoza	Ship To Name	City of Weslaco
Bill To Name	City of Weslaco	Ship To	3000 S. Border Ave
Bill To	255 S Kansas Ave		Weslaco, TX 78596
	Weslaco, TX 78596-6158		USA
	USA		
Email	mmendoza@weslacotx.gov		
Phone	(956) 968-3181		

Quote Information

Salesperson	Hunter Brown	Created Date	11/3/2023
Salesperson Email	hbrown@wastequip.com	Expiration Date	11/18/2023
		Quote Number	WQ-10292774
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - TX - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color		14.00	\$803.00	\$11,242.00
Container - TX - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color		15.00	\$946.00	\$14,190.00
Container - TX - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color		5.00	\$968.00	\$4,840.00
Container - TX - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	TACK WELD SIDE DOORS.	5.00	\$968.00	\$4,840.00
Containers - TX - AUTO SIDE	Lid Lock - Automatic Serious Side Mount, Installed		5.00	\$87.00	\$435.00
Containers - TX - FEL001	Slot - 6" High x 60" Wide Framed, Installed		5.00	\$77.00	\$385.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$35,932.00
Shipping Terms	FOB Origin	Shipping	\$3,910.00
		Tax	\$0.00
		Grand Total	\$39,842.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10292774

an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

**Additional
Information**

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract
Information**

Pricing is based on Wastequip's Buy Board Contract No. 686-22 as awarded on December 1, 2022. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to Buy Board approval. Pricing may change without written prior notice.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10292854



Awarded Contract

Contract # 040621-WQI

Sell To:

Contact Name	David Arce	Ship To Name	City of Weslaco
Bill To Name	City of Weslaco	Ship To	3000 S. Border Ave
Bill To	255 S Kansas Ave Weslaco, TX 78596-6158 USA		Weslaco, TX 78596 USA
Email	darce@weslacotx.gov		
Phone	(956) 968-3181		
Mobile	(956) 793-8735		

Quote Information

Salesperson	Hunter Brown	Created Date	11/3/2023
Salesperson Email	hbrown@wastequip.com	Expiration Date	11/18/2023
		Quote Number	WQ-10292854
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - TX - 134029	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 36" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	10.00	\$4,729.00	\$47,290.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$47,290.00
Shipping Terms	FOB Origin	Shipping	\$2,113.00
		Tax	\$0.00
		Grand Total	\$49,403.00

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10292854



Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract
Information

Canoe through partnership with Sourcewell - Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7119	
From: David Arce			
Subject: Discussion and consideration to purchase a T6 Diesel Driven Gorman-Rupp Pump with John Deere 4045T engine from Precision Pump Systems, Buyboard Vendor No. 577-22, for an amount not to exceed \$69,803.08 as stated in quote no. PD231010; and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The pump is to prevent sanitary overflow due to power outage at LS 37 located at Milano/Mile 5 North.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 LS 37 Pump, CITY OF WESLACO T6 GORMAN RUPP Quote			
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: November 6, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: LIFTSTATION 37 PUMP

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

Staff is requesting the purchase of a Gorman-Rupp Pump from Precision Pump System for \$69,803.08 for Lift station 37. This LS being the receiving LS for the south wastewater plant has high volume daily approximately 3,000,000 gallons a day. When the system has any loss of power this station can overflow with 30 mins. This pump will be a diesel driven pump that will automatically turn on when high flow sensor is activated. This item was budgeted. This is skid mounted pump that will be installed by our staff.

Lead time is about 60 days.

Staff recommends approval.



PRECISION PUMP SYSTEMS

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

BuyBoard Contract # 672-22

Attn: CITY OF WESLACO
Project: T6 DIESEL DRIVEN
Contact: MARCELO

Date: 10/9/2023
Note No. PD231010
Page: 1 of 1

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

Equipment Scope & Services Included – T6 DIESEL DRIVEN GORMAN RUPP JOHN DEERE 4045T ENGINE
PN# BT6AJ-FT4

Net Price: \$ 69,803.08

Freight Included

NOTES/EXCEPTIONS:

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

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

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

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS

M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

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

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



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7131	
From:			
Subject: Discussion and consideration to approve an agreement with D&M Leasing Buy Board Contract #652-21 to lease 10 police units and authorize Mayor to execute any related documents. Possible action. (Staffed by Police 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):			
ADELAIDA VEGA ROBERT LOPEZ JOEL RIVERA Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: MLA & Electronic Addendum_IC. Weslaco 10.19.23 PDF, First Amendment - MLA (Weslaco - Venue) [10.19.23] PDF			
Responsibilities upon Approval:			

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Asst. Chief of Police for the City of Weslaco, Texas ("Lessee"), a municipal corporation duly organized and existing under the laws of the STATE OF TEXAS that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain **Master Open-End Vehicle Lease Agreement** dated Oct 19, 2023 between such entity and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing ("Lessor") and any other contract or document contemplated thereby. Additionally, I certify that Lessee has duly ratified and/or confirmed (as the case may be) all prior actions of its officers related as to the above-referenced Lease and/or any other contracts or documents contemplated thereby.

NAME	TITLE	SIGNATURE
Robert Lopez	Asst. Chief of Police	

IN WITNESS WHEREOF ((General Counsel or another Authorized Officer):

I _____ (name), _____ (title)
do affirm the above reference names have authority to execute contract documents for
City of Weslaco, Texas ("Lessee"), and duly executed this
certificate and affixed the seal of such entity hereto this 10/19/2023 (date).

WITNESS SIGNATURE: _____
(General Counsel or another Authorized Officer)

**ADDENDUM TO MASTER OPEN-END
VEHICLE LEASE AGREEMENT**

The following is an addendum to the Master Open-End Vehicle Lease Agreement ("Master Lease") entered into by and between Commercial Vehicle Leasing, L.L.C. d/b/a D&M Leasing ("Lessor") and City of Weslaco, Texas ("Lessee")

entered into with an Effective Date of Oct 19, 2023. This addendum is fully incorporated into the Master Lease for all purposes as if fully recited verbatim herein. In the event of a conflict between the terms and conditions of the Master Lease and this addendum, this addendum will control. Capitalized terms used herein without definition shall have the same meaning as set forth in the Master Lease. All terms and conditions of the Lease shall remain in full force and effect, except to the extent modified hereby.

The following is added as Section 38 of the Master Lease:

38. Electronic Signatures. The parties hereto agree that this Master Lease (and any Schedules or any other related or ancillary documents) may be signed by electronic means. Any electronic signature and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law including the Electronic Signatures in Global and National Commerce Act and/or any State law based on the Uniform Electronic Transactions Act. Each party agrees that any electronic signatures may be used by the parties in lieu of an original, manual signature page(s) for any and all purposes, and each party agrees that they shall be entitled to rely on any such electronic signature purportedly given by or on behalf of the executing party without further verification. Notwithstanding anything contained herein to the contrary, Lessor is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by Lessor pursuant to procedures approved by it. Lessee agrees that, if requested by Lessor, Lessee will provide an original manually executed counterpart.

Agreed and Accepted:

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: Lauren Crysup
Title: Commercial Lease Servicer

Address:
1400 W. 7th Street, Suite 200
Forth Worth TX, 76102

LESSEE:

City of Weslaco, Texas

By: _____
Name: Robert Lopez
Title: Asst. Chief of Police

Address:
255 S Kansas Ave
Weslaco TX, 78596

MASTER OPEN-END VEHICLE LEASE AGREEMENT

MASTER OPEN-END VEHICLE LEASE AGREEMENT ("Master Lease") is entered into as of Oct 19, 2023 ("Effective Date") between COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing ("Lessor") and _____ ("Lessee").
City of Weslaco, Texas

1. Vehicles. Lessor will, from time to time at the request of Lessee, lease to Lessee motor vehicles (together with all parts, accessions and accessories individually a "Vehicle" and collectively the "Vehicles") to be more fully described in schedules now or hereafter executed with reference to and incorporating therein this Master Lease (individually the "Schedule"). When Lessor accepts Lessee's request to lease a Vehicle, Lessor will order the Vehicle. If, at the time it requests to lease a Vehicle, Lessee requires any Upfitting (as defined in paragraph 11 below), Lessee shall communicate its needs to Lessor. As appropriate or otherwise agreed upon, Lessor may coordinate, manage, schedule and/or facilitate the Upfitting and/or incorporate the Upfitting (and the cost of the Upfitting) into this Lease, a lease quote and/or a Schedule. Lessee will take delivery of the Vehicle upon notice that the Vehicle is available for delivery. The taking by Lessee of delivery of a Vehicle shall conclusively establish Lessee's acceptance thereof for all purposes of this Master Lease. Subsequent to acceptance of the Vehicle, Lessor shall provide Lessee the Schedule applicable to the Vehicle which describes the Vehicle, indicates the applicable rent and sets forth certain other matters relative to the Vehicle as determined in accordance with the prior agreement of Lessor and Lessee. Lessee will promptly execute and return the specified copies of the Schedule to Lessor. Each Schedule shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to the "Lease," "this Lease", "hereunder" and "herein" shall be construed to mean each Schedule together with this Master Lease as incorporated herein.

2. Lessee's Obligations. Except as provided in paragraph 3, the obligations of Lessee under this Lease respecting the Vehicle commence at the earliest time any purchase order, confirming purchase order or contract of any nature transfers any right, title, and/or interest in the Vehicle to Lessor or creates or gives rise to any obligation or liability on the part of Lessor respecting the Vehicle. Except as provided in paragraphs 5, 14 and 19 and subject to paragraph 7, the term of this Master Lease with respect to the Vehicle shall end upon the date Lessor no longer has any interest therein.

3. Rent and Other Payments. Lessee shall pay to Lessor, or to Lessor's assignee (after notice of assignment), rent for the Vehicle in the amounts and at the times set forth in the applicable Schedule. For purposes of Section 2251.021 of the Texas Government Code, acceptance and receipt of a Schedule constitutes receipt of an invoice: (i) for the Vehicle; and/or (ii) for each scheduled rent payment due hereunder. Further, for purposes of Section 2251.021 of the Texas Government Code, delivery of the Vehicle to Lessee constitutes the receipt of goods under this Lease. Amounts other than rent payments due hereunder will be payable within thirty (30) days upon Lessee's receipt of an invoice for same from Lessor, or Lessor's assignee, or as otherwise

specified in the Schedule. Any and all amounts payable hereunder will be paid to Lessor at 17090 N Dallas Parkway, Dallas, TX 75248, or as otherwise directed by Lessor or Lessor's assignee. Payments received under this Lease may be applied to Lessee's then-accrued obligations to Lessor in such order as Lessor may choose.

4. Essential Use. Lessee has a need for the Equipment and expects to make use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

5. Non-Appropriation. Lessee agrees that its responsible financial officer will take all steps reasonably necessary to seek appropriations each year, to the extent permitted by law, that are sufficient to cover Lessee's payment obligations owed during the term of this Lease. Notwithstanding the foregoing and paragraph 3, in the event sufficient funds are not appropriated by the applicable government body or authority of Lessee for a budget period prior to the beginning of that budget period, or sufficient funds are otherwise not legally available with respect to the rent for the budget period for one or more Vehicle(s) (a "Non-Appropriation Event"), Lessee shall have no obligation to make payments for such Vehicle(s) for that budget period and shall only be obligated to make payments for the then current budget period, including any past due amounts. If a Non-Appropriation Event occurs, this Master Lease shall terminate as of the end of the then current budget period for all Vehicles and Schedules affected by the Non-Appropriation Event. Lessee agrees to provide notice of any Non-Appropriation Event promptly. If this Master Lease is terminated in accordance with this Section with respect to some or all Vehicles and Schedules, Lessee agrees to deliver the affected Vehicles to the location(s) specified by Lessor.

The obligation of Lessee to pay rent hereunder will constitute a current expense of Lessee, is from year to year, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

6. Deposit. Lessee will have deposited or will deposit with Lessor any Deposit amount set forth in the Schedule. Lessor may, but will not be obligated to, apply any Deposit amount toward the cure of a default of Lessee hereunder or under any other agreement under which Lessee has obligations to Lessor, in which event Lessee will promptly restore the Deposit amount to the full amount originally deposited. Upon termination of the Lease, or if a default has then occurred hereunder, upon the curing thereof, Lessor will return to Lessee the remaining balance of any Deposit amount furnished by Lessee with respect to the Schedule.

7. Unconditional Net Lease; No Offset; Survival. This Lease is a net lease, and Lessee will not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder and agrees to pay such rent and other amounts as and when due regardless of any claim which may be asserted

by Lessee. Lessee by agreeing to make all payments under this Lease without offset has not waived any rights Lessee may have to prosecute any claim against Lessor in an action unrelated to this Lease. This Lease is terminable only as provided herein. The respective obligations of Lessor or Lessee will not be affected, nor will Lessor have any liability whatsoever to Lessee, by reason of any failure or delay in delivery of the Vehicle, any defect in or damage to or loss or destruction of the Vehicle from whatever cause, the prohibition of Lessee's use of the Vehicle, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, any lack of right, power or authority of Lessor or Lessee to enter into this Lease or any other cause whether similar or dissimilar to the foregoing. The obligations and liabilities of Lessee hereunder respecting events occurring with respect to the Vehicle while covered hereby will survive the termination of this Lease.

8. Lessor's Disclaimer of Warranties; Finance Lease Treatment under UCC and Waiver of UCC and Similar Rights. Lessee agrees that it has selected each Vehicle leased hereunder based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: THE VEHICLE IS OF A SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY LESSEE; LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT AN AGENT FOR THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT A DEALER WITH RESPECT TO THE VEHICLE; LESSEE IS LEASING THE VEHICLE **AS-IS** AND THAT ACCORDINGLY LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLE AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessor does warrant, however, that Lessor has whatever quality of title to the Vehicle Lessor obtains from the supplier thereof, subject to this Lease and any liens or encumbrances created by Lessor pursuant to paragraph 23 hereof or which Lessee is obligated to discharge or satisfy. Lessee will make any claims as to the Vehicle against the manufacturers or suppliers or other appropriate third parties, and in connection therewith Lessor agrees, so long as no event of default has occurred and is continuing hereunder, that Lessee will have the right to obtain the benefit of and enforce in Lessee's own name and at Lessee's sole expense any manufacturer's or other third party's warranty or agreement in favor of Lessor with respect to the Vehicle to the extent such warranty or agreement is assignable. Lessor will execute and deliver such instruments as may be reasonably requested by Lessee to enable Lessee to obtain such benefits.

LESSEE UNDERSTANDS AND AGREES THAT THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF THE UNIFORM COMMERCIAL CODE ("UCC") AND THUS UNDER LAW LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE VEHICLE, INCLUDING ANY MANUFACTURER, DEALER OR OTHER THIRD-PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HAS ADVISED LESSEE TO CONTACT THE DEALER FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY

RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE OF ALL RISKS RESPECTING THE VEHICLE AND THE TREATMENT OF THIS LEASE AS A "FINANCE LEASE," LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR WHICH RELATE TO THE VEHICLE ARISING UNDER THE UCC OR SIMILAR APPLICABLE LAW.

LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE.

9. No Agency. LESSEE ACKNOWLEDGES THAT NO AGENT OF A LEASE FACILITATOR OR THE DEALER OF THE VEHICLE IS AN AGENT OF LESSOR. LESSOR IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN PARAGRAPH 28 BELOW, THE ENTIRE AGREEMENT OF LESSOR AND LESSEE CONCERNING THE LEASING OF THE VEHICLE IS CONTAINED IN THIS LEASE AS IT MAY BE AMENDED AS PROVIDED IN THAT PARAGRAPH.

10. Location; Inspection; Use. Lessee will permanently garage the Vehicle at the Garaging Location designated in the Schedule, or at such other location at which the Vehicle may be garaged with the prior written consent of Lessor, and at all times, unless Lessor otherwise consents in writing, keep the Vehicle in Lessee's possession and control. Lessee will not remove the Vehicle from the United States for any period or from the state in which the Garage Location is located as specified in the applicable Schedule for more than thirty (30) consecutive days without Lessor's prior written consent. Whenever requested by Lessor, Lessee will advise Lessor as to the exact location of the Vehicle. Lessor will have the right to inspect the Vehicle and observe its use during normal business hours, and Lessee will ensure Lessor's ability to enter into and upon the premises where the Vehicle may be located for such purpose. The Vehicle will at all times be used primarily for commercial or business purposes, exclusive of transportation for hire, and operated by duly licensed adult drivers in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Lessee under the terms of this Lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Vehicle required by any such governmental edict or insurance policy will be promptly made by Lessee at its own expense.

11. Alterations and Upfitting. For purposes of this Lease, the term "Upfitting" means any augmentation, alteration or customization by adding or installing extra or auxiliary features or equipment to a Vehicle. When requesting Upfitting prior to delivery of a Vehicle, Lessor shall

have discretion to accept any Upfitting request from Lessee, which will generally not be withheld so long as the requested Upfitting does not detract from or impair the Vehicle's value or functional utility. Notwithstanding the foregoing, after delivery of a Vehicle, Lessee shall obtain Lessor's prior written consent before making any Upfitting, or any other alterations, additions or improvements of whatever kind or nature to a Vehicle. All additions and improvements of whatever kind or nature made to the Vehicle which cannot be removed without detracting from the Vehicle's value or functional utility shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Vehicle upon the Vehicle's return to Lessor.

12. Vehicle Maintenance; Factory Recall. Lessee, at its own expense, will: (i) maintain the Vehicle in good repair, condition and working order; (ii) will furnish all parts, mechanisms, devices and labor required to keep the Vehicle in such condition; and (iii) will pay all costs of the Vehicle's operation. All maintenance will be procured through qualified service facilities. If the manufacturer announces a recall campaign of which Lessee has knowledge for the repair and/or replacement of defective parts in/on the Vehicle, Lessee shall promptly have the relevant work performed on the Vehicle by a factory-authorized dealer. Lessor will send Lessee a copy of any manufacturer's notification received by Lessor indicating that the Vehicle or any part attached thereto has a potential defect or other possibly unsafe condition unless Lessor has previously sent Lessee the same notice as to another Vehicle of the same type. Lessor has no further obligation with respect to any manufacturer's recall campaign respecting the Vehicle.

13. Loss and Damage. Lessee assumes the risk of loss or damage to the Vehicle and, except as provided in this paragraph, no such event will affect the duties of the parties under this Lease. If the Vehicle is lost, stolen, damaged, confiscated, requisitioned, destroyed or otherwise rendered incapable of being in service, Lessee will notify Lessor thereof within two (2) business days. If the Vehicle has been damaged, and Lessor determines the Vehicle is repairable and/or Lessee's insurer does not declare the Vehicle a total loss, Lessee will cause the repairs to be made. Upon receipt of proof of the making thereof, Lessor will reimburse Lessee's repair costs up to the amount of any insurance proceeds Lessor receives under any insurance Lessee maintains hereunder with any excess being applied as contemplated in paragraph 15. If Lessor determines the Vehicle is not reasonably repairable, Lessee's insurer declares the Vehicle a total loss or any of the other events specified in the second preceding sentence occurs, Lessee will pay Lessor the Termination Value (as defined and set forth in paragraph 14 below) of the Vehicle. Upon such payment this Lease shall terminate with respect to such Vehicle, and Lessee or Lessee's insurer will be entitled to retain possession and ownership of the Vehicle on an **AS-IS, WHERE-IS** basis.

14. Lease Settlement; Termination Value.

(a) Surrender of Vehicle: At any time after the expiration of one (1) year from delivery of the Vehicle to Lessee (such one year date, the "First Anniversary Date"), or upon proper notification of Non-Appropriation Event as described in Paragraph 5, Lessee, upon not less than thirty (30) days prior notice to Lessor, may surrender the Vehicle to Lessor, for purposes of Lessor selling the Vehicle, at a location reasonably specified by Lessor, as more fully set forth below, provided the Lease is not then in default. Lessee shall so surrender the Vehicle upon expiration of the term hereof, as specified in the

Schedule, unless Lessor and Lessee agree to extend this Lease, in which case the Vehicle will be returned on or prior to expiration of the extended term with the same thirty (30) day notice to be given if the return is prior to expiration of the extended term. Following such surrender, Lessee's obligation to make further rent payments will cease (except as otherwise noted in this Section with respect to any rental adjustments), and Lessor shall sell the Vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at the time of sale; provided Lessor may choose ultimately to retain the Vehicle. Lessor may move the Vehicle from the location where surrendered to any other location Lessor deems advisable and/or clean or repair the Vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at the time of crediting when the Vehicle is retained by Lessor, as appropriate, net in either instance, minus a handling charge of \$750 and Lessor's costs of sale (including but not limited to sales commission costs and costs of cleaning, repairing or transporting the Vehicle) exceeds the Vehicle's then Termination Value, Lessee shall have no further settlement obligation to Lessor as to the Vehicle, and the excess shall be returned to Lessee after application to any amounts then owed by Lessee to Lessor. If the net amount is less than the Vehicle's Termination Value, Lessee shall pay Lessor the deficiency.

The "Termination Value" of the Vehicle shall equal the sum of: (a) all then due amounts hereunder other than rent; and (b) the then-outstanding Capitalized Cost (as set forth in the Schedule) of the Vehicle plus any accrued and unpaid lease charges. For purpose of calculating the outstanding Capitalized Cost, any Capitalized Cost Reduction (as set forth in the Schedule) will be deducted at lease inception and thereafter rents will be applied as of receipt first to related taxes, then to lease charges which have accrued on the outstanding Capitalized Cost since the prior rent payment at the "level yield" rate implicit in the Lease as to the Vehicle and finally to reduce the outstanding Capitalized Cost. The level yield rate will be calculated as contemplated in Financial Accounting Standards Board, Standard No. 13 for direct financing leases with reference to the net Capitalized Cost after deducting any Capitalized Cost Reduction, Residual Value (as set forth in the Schedule), rents and term for the Vehicle and the 30 day month, 360 day year and timely payment assumptions employed under that Standard.

(b) Purchase of Vehicle: As an alternative to surrendering the Vehicle to Lessor, so long as the Master Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus its then fair market value as reasonably determined by Lessor; provided, however, that such purchase option may only be exercised on the First Anniversary Date. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

Further, as an alternative to surrendering the Vehicle to Lessor on the scheduled lease maturity, if the Lease is not in default, Lessee may purchase the Vehicle for a purchase fee

of \$500 plus the Residual Value, as specified in the Schedule. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

15. Insurance. Lessee shall keep the Vehicle insured under a standard collision and comprehensive policy providing coverage for not less than the Termination Value thereof and deductibles not in excess of \$1,000 naming Lessor and/or such other party as Lessor may designate as loss payee, and shall carry public liability and property damage insurance and uninsured motorist coverage with limits of not less than \$1,000,000 single limit covering the Vehicle and naming Lessor and such other parties as Lessor may designate as additional insureds. All said insurance shall be primary, shall name Lessee as a named insured and shall be in a form and with companies approved by Lessor. Lessee shall deliver to Lessor a certificate or other evidence of the required insurance satisfactory to Lessor. Each insurer shall agree to give Lessor at least thirty (30) days written notice before the policy in question may be altered or canceled. The proceeds of such insurance, at the option of Lessor, will be applied toward (a) the restoration or repair of the Vehicle or (b) payment of amounts due under paragraph 12 and/or 13 and (c) payment of other obligations of Lessee then due hereunder. Any excess of such proceeds remaining shall belong to Lessee. **To the extent Florida law may apply to an event covered by the insurance maintained hereunder, the valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection required by §324.021(7) and 627.736 Florida Statutes.**

In the event Lessee is a self-insured governmental unit pursuant to Chapter 2259 of the Texas Government Code, then Lessee shall provide Lessor a certificate or other documentation that demonstrates that insurance coverage is provided through Lessee's self-insurance fund, and that Lessee's self-insurance and/or self-insurance fund meets the requirements of the State of Texas.

16. Titling; Registration. Except as Lessor may effect titling or registration, in which event Lessee will reimburse Lessor its related expenses, the Vehicle will at all times be titled and/or registered by Lessee, at its own expense and as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Vehicle, in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of the Vehicle in a jurisdiction other than one in which the Vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title to be furnished Lessor within sixty (60) days of the date of filing any application for titling or for re-titling of the Vehicle by or at the direction of Lessee.

17. Taxes; Fines. Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, including but not limited to property, excise and sales and use taxes (exclusive of federal and state taxes based on Lessor's net income, unless such net income taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the

terms of this paragraph 17), registration and other fees, charges and assessments whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the Vehicle or upon, or in respect of, the manufacture, purchase, delivery, ownership, leasing, use, return or other disposition of the Vehicle, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Returns required in connection with the obligations which Lessee has assumed under this paragraph 17 will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. Each party will upon request furnish the other a copy of any such filing made or any governmental invoice received by such party covering such obligations. If Lessee holds an exemption which would exempt Lessor and Lessee from any assessment contemplated hereby, until presentation of evidence of the exemption satisfactory to Lessor, Lessor will proceed on the assumption that the applicable assessment is due. Once Lessee has provided evidence of the exemption satisfactory to Lessor, Lessor will adjust its procedures prospectively, but no retroactive adjustment will be made. Lessor will assign to Lessee, to the extent assignable, any claim for refund Lessor has with respect to prior payment of the subject assessment. Additionally, Lessee is responsible for paying and shall be liable for all amounts incurred due to Lessee's possession, use and operation of the Vehicle, including but not limited to traffic tickets, parking tickets, toll charges, and all other charges, fines or fees incurred.

18. Lessor's Payment. If Lessee fails to procure or maintain insurance, to pay any taxes or other assessments required to be paid by Lessee or to perform any other obligation hereunder, Lessor shall have the right, but shall not be obligated, to effect such insurance, pay said assessments or perform such other obligation. In that event, Lessee will reimburse Lessor's cost thereof and pay Lessor a service charge of \$25.

19. Indemnification. Only to extent permissible under applicable law, without waiver of Lessee's sovereign immunity rights, and to the extent that the validity of this Master Lease is not adversely affected, Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's assignees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor or Lessor's assignees), of whatever kind and nature, incurred by or asserted against Lessor or Lessor's assignees (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Vehicle. To the extent permitted by law, and to the extent that the validity of this Master Lease is not adversely affected, this indemnification includes vicarious liability, strict liability and environmental remediation claims respecting the Vehicle, including any of those claims arising out of events occurring during the term of this Lease or otherwise while the Vehicle is or was in possession of Lessee. Lessee agrees to give Lessor, and Lessor agrees to give Lessee, notice of any claim or liability hereby indemnified against within two (2) business days of learning thereof.

20. Default and Remedies. Any of the following will constitute an "Event of Default" hereunder: (a) Lessee's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof, provided that a Non-Appropriation

Event shall not be considered a default hereunder; (b) Lessee's default in performing any other covenant, obligation, term or condition of this Master Lease or any other agreement between Lessor and Lessee or default under any agreement providing security for the performance by Lessee of its obligations hereunder, other than as referred to in clause (a) above, provided such default continues for more than twenty (20) days, except as provided in (c) and (d) below; (c) any writ or order of attachment or execution or other legal process being levied on or charged against the Vehicle as a result of Lessee's conduct and said writ or order is not released or satisfied within ten (10) days; (d) Lessee's failure to comply with its obligations under paragraph 15 or any attempted assignment of Lessee's interest in this Lease or to the Vehicle in violation of paragraph 23; (e) a final judgment for the payment of money in excess of \$100,000 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof; (f) death or judicial declaration of incompetency of Lessee, if an individual; (g) the filing by Lessee of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy; (h) the filing against Lessee of any such petition not dismissed or stayed within thirty (30) days of the filing thereof and, if the latter, thereafter continually stayed or dismissed; (i) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business activities or the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business; (j) the occurrence of any event described in parts (e), (f), (g), (h) or (i) hereinabove with respect to any guarantor or other party liable for payment or performance of this Lease; (k) any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party; (l) breach by Lessee of any other lease or agreement providing financial accommodation under which Lessee or its property is bound; or (m) a transfer of effective control of Lessee, if an organization.

Upon the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare all amounts under the Lease due in the current fiscal year of Lessee immediately due and payable, whereupon such amounts shall be immediately due and payable;

(b) In the event Lessee fails to pay any amounts owed hereunder to Lessor on or before the due date, Lessor may suspend performance required under this Agreement upon providing written notice informing Lessee that (i) payment of amounts due and owing

have not been received; and (ii) Lessor intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10th) day after the date that Lessor gives its written notice to Lessee, and shall continue in effect until Lessee cures its nonpayment and/or the Lease is terminated;

(c) To the extent permitted by law, as liquidated damages for the loss of the bargain and not as a penalty, Lessor may declare due and payable and Lessee shall pay a sum equal to the Termination Value plus \$500 if the Vehicle is not returned;

(d) Lessor may demand the Vehicle be returned to Lessor at a location designated by Lessor at Lessee's sole cost and expense, or Lessor may take possession of the Vehicle, with or without demand or notice, wherever same may be located, without any court order or process of law and without liability for any damages occasioned by such taking of possession;

(e) Lessor may sell or otherwise dispose of the Vehicle, whether or not in Lessor's possession, at public or private sale and with or without notice to Lessee and apply the net proceeds of such disposal, after deducting all costs thereof, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the Termination Value plus \$750, in which case the credit and deficiency rules set forth in this Master Lease shall apply. If a disposition is by a re-lease, the proceeds of the disposition shall equal the present value of the rental stream, excluding taxes, under the new lease using as the discount rate the implicit rate in the new lease or, if none, the then most recently published Wall Street Journal Prime Rate (or its equivalent if such rate is no longer published) per annum;

(f) Lessor may retain the Vehicle and credit the reasonable value thereof, after deducting all disposition-related costs incurred to the date of crediting, to the Termination Value plus \$750, in which case the credit and deficiency rules set forth in this Master Lease shall apply;

(g) Lessor may cancel this Lease on notice to Lessee;

(h) Subject to Paragraph 21, Lessor may sue for and recover all amounts then due hereunder and as they shall thereafter become due; and/or

(i) Lessor may pursue any other rights and/or remedies available at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time.

21. Dispute Resolution. To the extent applicable, and in the event of a dispute regarding whether Lessee has breached the Lease, the parties shall comply with the dispute

resolution process as provided in Chapter 2260 of the Texas Government Code. The procedures contained in Chapter 2260 are a prerequisite to suit.

22. Lessor's Expenses. Lessee will pay or reimburse Lessor for all costs and expenses, including repossession, Vehicle disposition and court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor) as provided or permitted by law (including but not limited to Texas Government Code § 2251.043), not offset against amounts recovered or credited as contemplated in paragraph 20, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

23. Assignment; Liens. Without the prior written consent of Lessor, Lessee shall not: (a) assign or otherwise transfer any of Lessee's rights or obligations under this Lease, (b) lend the Vehicle to any party or transfer any other interest in the Vehicle to any party by sublease or otherwise or (c) permit the Vehicle or this Lease to be subject to any lien, charge or encumbrance of any nature not created by Lessor.

Consent to any of the foregoing prohibited acts applies only in the specific, given instance and is not a consent to any subsequent like act by Lessee or any other person. Lessee's rights hereunder are not assignable and shall not be assigned or transferred by operation of law.

All rights of Lessor hereunder and in and to the Vehicle may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee, but always, however, subject to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. In the event Lessor assigns this Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee will excuse performance by Lessee of any provision hereof, it being understood that in the event of default or breach by Lessor that Lessee will pursue any rights on account thereof solely against Lessor, that the rights of the assignee will be free of any claim or defense Lessee may have against Lessor and that Lessee will not assert against the assignee any claim or defense Lessee may have against Lessor. Without limiting the generality of the foregoing, the rights of an assignee will not be affected by any claim Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding or Lessor's interference with Lessee's quiet enjoyment of the Vehicle. No such assignee will be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease, and Lessee agrees that no such assignment shall be deemed to increase or change Lessee's obligations hereunder.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

24. Late Charge; Dishonored Check. In the event Lessee fails to pay any rent or any other amounts owed under this Lease on or before the due date, then Lessee shall pay interest on all past due amounts at the rate specified in Section 2251.025 of the Texas Government Code. Lessee shall pay said interest, together with all accrued, unpaid amounts in accordance with Sections 2251.025, 2251.026, 2251.027, and/or 2251.029 of the Texas Government Code. Lessee further will pay Lessor's then standard dishonored check charge for any payment instrument which is returned for insufficient funds.

25. Markings. If Lessor supplies Lessee with decals or other markings stating that the Vehicle is owned by Lessor, Lessee will affix and keep the same displayed on the Vehicle as directed by Lessor.

26. Additional Documents. If requested by a party, the other party shall procure and deliver to the requesting party such documents as the requesting party shall reasonably deem necessary or desirable in connection with this Lease. Without limiting the generality of the foregoing, Lessee further will furnish Lessor: (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year; (b) any other information normally provided by Lessee to the public; and (c) such other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time request.

27. Non Waiver. No covenant or condition of this Lease can be waived except by the written consent of the party whose rights are affected. Forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party, and, until complete performance by said party of said covenant or condition, the party to which the performance is owed shall be entitled to invoke any remedy available to that party despite such forbearance or indulgence.

28. Entire Agreement; Amendment and Modification. This Master Lease and the Schedule(s) (and any exhibits or addenda hereto) constitute and contain the entire agreement between Lessee and Lessor regarding the leasing of Vehicles by Lessor to Lessee and any other matters set forth herein. The Master Lease and the Schedule(s) (and any exhibits or addenda hereto) supersede any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter hereof. Each of the exhibits and/or addenda, if any, referenced herein and attached hereto are incorporated herein by reference for all purposes and are made a part of the Lease. The Master Lease and the Schedule(s) cannot be amended or modified orally. The parties hereto may be amend, alter or supplement the Lease only by a written agreement signed by the party against whom enforcement is being sought.

29. Notices; Designation of Authorized Representative. Notices under this Lease shall be sufficient if in writing and given personally, mailed, U.S. mail certified postage prepaid, or sent by electronic means (such as email) to the party involved at its respective address set forth below or at such address as such party may provide from time to time on notice given as provided in this paragraph. Any such notice so mailed to such address shall be effective when deposited in the United States mail, duly addressed, with postage prepaid. Notices personally delivered will be

effective upon delivery. Notice sent via electronic means is effective on the date the recipient receives the notice. For purposes of this Lease, Lessee shall designate its chief administrative officer or other officer or person as its Authorized Representative to receive any notices or other communications required under this Lease. Accordingly, Lessee hereby names and designates the following person as its Authorized Representative:

Authorized Representative Name: Robert Lopez

Title/Position: Asst. Chief of Police

Address: 255 S Kansas Ave Weslaco, TX 78596

Phone Number: 956-968-8591

Email Address: rlopez@weslacotx.gov

30. Number; Joint and Several Liability. Whenever the context of this Lease requires, the singular number includes the plural. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

31. Titles. The titles to the sections of this Lease are solely for the convenience of the parties and are not an aid in the interpretation hereof.

32. Time. Time is of the essence of this Lease and each and all of its provisions.

33. Governing Law; Venue. This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Tarrant County, Texas. Venue for any action related hereto will be in an appropriate court in Tarrant County, Texas, to which Lessee consents.

34. Lessee's Representations and Warranties. As of the Effective Date of this Master Lease, and the date on which Lessee signs the Schedule, Lessee represents and warrants to Lessor: (a) Lessee is a political subdivision duly organized under the constitution and laws of the State and will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision; (b) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Master Lease and any Schedule and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of Lessee; (d) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof; (e) as of the date of entering into this Master Lease and/or any Schedule, Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to pay the rent scheduled to come due during the current fiscal year and to meet its other obligations under this Lease during the current fiscal year, and such funds have not been expended for other purposes; (f) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Vehicle(s) hereunder; (g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document,

agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect the financial condition or properties of Lessee; (h) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out by Lessee of its obligations hereunder have been obtained; (i) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Vehicle(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided; (j) each person executing this Master Lease, the Schedule or any other related document on behalf of Lessee has been duly authorized to do so (each person so signing, joins in and makes this representation and warranty along with Lessee); (k) any and all financial data and other information which Lessee has submitted, or will submit, to Lessor is, or shall be at the time of delivery, as appropriate, a true, correct and complete statement of the matters therein contained; (l) this Master Lease and the Schedule constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (m) the Vehicle, if delivered in conjunction herewith by Lessor to a department or agency of Lessee or to any other entity or person designated by Lessee, whether at the request of Lessee, such department, agency, entity or person, is the Vehicle for all purposes of this Lease, and Lessee is primarily liable and shall remain primarily liable for its obligations under this Lease with respect to the Vehicle; (n) the Vehicle is essential to the governmental functions of Lessee, that Lessee has an immediate need for the Vehicle and will be used by Lessee solely for the purpose of performing one or more of Lessee's essential governmental functions consistent with the permissible scope of Lessee's governmental authority immediately after delivery and for the foreseeable future; and (o) the Vehicle will not be used in a non-governmental capacity such as by a business or for the personal use of a person or entity other than the Lessee.

Certification by Lessee under Section 7701(h)
of the Internal Revenue Code

Lessee hereby certifies under penalty of perjury that Lessee intends that more than 50% of the use of each Vehicle will be in Lessee's trade or business. Lessee further states that Lessee has been advised that Lessee will not be treated as the owner of any of the Vehicles for federal income tax purposes.

LESSEE:

City of Weslaco, Texas

By: _____

Name: Robert Lopez

Title: Asst. Chief of Police

35. Waiver of Trial by Jury. LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY THE PARTIES. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

36. Prohibition Against Boycotting Israel & Doing Business with Foreign Terrorist Organization. Pursuant to Sections 2252.152 and 2270.002 of the Texas Government Code, Lessor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Master Lease. Further, Lessor represents and warrants that it does not engage in business with Iran, Sudan, or any foreign terrorist organization (as defined and/or determined by the Texas Comptroller).

37. Severability. If any provision in this Master Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Master Lease had been executed without any such invalid provision having been included.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date set out above.

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: Lauren Crysap
Title: Commercial Lease Servicer

Address:
1400 W. 7th Street, Suite 200
Forth Worth TX, 76102

LESSEE:

City of Weslaco, Texas

By: _____
Name: Robert Lopez
Title: Asst. Chief of Police

Address:
255 S Kansas Ave
Weslaco TX, 78596

**FIRST AMENDMENT TO THE
MASTER OPEN-END VEHICLE LEASE AGREEMENT**

This First Amendment to Master Open-End Vehicle Lease Agreement (the “**Amendment**”) is entered into by and between Commercial Vehicle Leasing, L.L.C. (“**Lessor**”) and City of Weslaco, Texas (“**Lessee**”), to be effective as of October 19, 2023 (the “**Effective Date**”).

RECITALS

- A. Lessor and Lessee entered into that certain Master Open-End Vehicle Lease Agreement with an effective date of October 19, 2023 (the “**Lease**”).
- B. Lessor and Lessee desire to amend the Lease in order to modify certain terms as set forth below. Accordingly, Lessor and Lessee hereby agree to the following:

TERMS

- 1. **Amendment to Lease.** Lessor and Lessee agree to amend the Lease as follows:
 - a. **Amendment to Section 33 “Governing Law; Venue Provision”:** Section 33 of the Lease is hereby amended and restated in its entirety as follows:

“33. **Governing Law; Venue Provision.** This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Hidalgo County, Texas. Venue for any action related hereto will be in an appropriate court in Hidalgo County, Texas, to which Lessee consents.”
 - b. **Amendment to Section 35 “Waiver of Trial by Jury”:** Lessor and Lessee agree to amend Section 35 of the Lease by deleting it in its entirety. Accordingly, Section 35 of the Lease is hereby amended and restated in its entirety as follows:

“35. Intentionally Omitted.”
- 2. **Miscellaneous Matters.**
 - a. **Capitalized Terms.** Capitalized terms used herein without definition shall have the same meaning as set forth in the Lease.
 - b. **Counterparts.** This Amendment may be executed in several identical counterparts, each of which, for all purposes is to be deemed an original, and all of which constitute, collectively, one instrument. It shall be necessary to account for only one such counterpart in proving this Amendment. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

- c. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.
- d. Continuance of Lease; Conflicts. Except as amended herein, the Lease, and all terms, conditions and covenants contained therein, shall continue in full force and effect. To the extent there is a conflict between this Amendment and the Lease, the Amendment shall control as to the conflict.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to be effective as of the Effective Date.

LESSOR:

COMMERCIAL VEHICLE LEASING, L.L.C.,

By: _____
Name: Lauren Crysap
Title: Commercial Lease Servicer

LESSEE:

City of Weslaco, Texas

By: _____
Name: Robert Lopez
Title: Asst. Chief of Police



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7061	
From: ROBERT LOPEZ			
Subject: Discussion and consideration to purchase gym equipment from the 360Sports (lowest bid/quote) for an amount not to exceed \$21,000 and to purchase gym mats from local vendor Tractor Supply for an amount not to exceed \$1,000 to be used by police department personnel and will be paid using Asset Forfeiture funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: Weslaco Police Department will purchase gym equipment to be used by police department sworn personnel in an effort to increase physical fitness in our department. While the majority of the daily work within law enforcement does not require enhanced levels of physical fitness, situations can arise where possessing an appropriate level of fitness can be a significant asset for the officer, such as dealing with a noncompliant individual. High fitness levels can enhance officer safety, survivability, and overall health and wellness and facilitate the primary goal of every officer: to go home safely at the end of every shift. Beyond the impact of the current shift, fitness levels can also impact longevity for police officers throughout their careers and into their retirement years.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ JOEL RIVERA Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Bid Form and Quotes Gym Equipment (1)			
Responsibilities upon Approval:			



CITY OF WESLACO - PURCHASING QUOTATIONS



Dept. Weslaco Police Department

Date: 09/08/2023

Person Submitting: Robert Lopez

Product Description Brand/Model: Gym Equipment

1. Company: 360 Sports HUB --- Date: 08/28/2023
 Phone No. 956-928-1777 Person called: David Cantu
 Address or email www.360sportsproducts.com
 Price: 20691.31 Discount (if any) _____ Total: 20691.31
 Availability & Terms: Many are onsite, shipping and assembly included

2. Company: Rogue Fitness HUB --- Date: 09/15/2023
 Phone No. _____ Person called: Online
 Address or Email: www.roguefitness.com
 Price: 24256.95 Discount (if any) 0 Total: 24256.95
 Availability & Terms: Missing items, no assembly, shipping cost

3. Company: Fitness Zone HUB --- Date: 09/15/2023
 Phone No. 1800-875-9145 Person called: Online/Johnny Bell
 Address or Email: www.fitnesszone.com
 Price: 30825.15 Discount (if any) _____ Total: 30825.15
 Availability & Terms: missing items, no assembly, free shipping

Person Obtaining Quote: Antonio Navarro, IT

Company Selected (Click Button) 1 ☒ 2 ☐ 3 ☐

Remarks: 360 Sports is local, best pricing, all items will be delivered and assembled

**** INSURANCE REQUIREMENTS ****

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

**** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ****

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

**** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ****

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Please contact Purchasing Division for any assistance at 956-447-2240

From :
David Cantu
116 South Ware Road, McAllen, TX, USA
McAllen, TX 78501 US
david@360sportsproducts.com
[\(956\) 928-1777](tel:(956)928-1777)

To :
Weslaco Police Department
US
rlopez@weslacotx.gov
+1 956 451 8037

Quote # QUO-1736
Date: August 28, 2023
Expiration Date: September 27, 2023

Suggested Retail

1 × **Leg Press and Hack Squat Combo Plate-Loaded by 360 Sports** \$2,299.00

\$2,299.00 per unit

SK-379

Dimensions (LxWxH): 7.5x6.5x6.3'

Weight: 550lbs

Max Weight Capacity: 1,000lbs

Our new hack squat/leg press machine is designed to develop glutes, quads, calves and hamstrings muscles all in one machine. This lower-body machine is constructed with a heavy-duty frame, features large footplates, comfortable support padding for the lower back and shoulder areas, dual weight horns that fit Olympic-style plates, and commercial linear bearings with guide rods. The footplate, mounted at the machine's base, allows various foot positions and angles to work different muscle groups. The shoulder and back pads provide comfortable padding that will reduce strain and stress on the muscles.



2 × **4-Tier Storage Rack 3x3" by 360 Sports** \$1,798.00

\$899.00 per unit

SK321

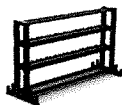
Dimensions (LxWxH): 8x2.75x4'

Weight: 350lbs

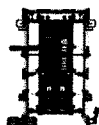
Steel Tubes: 3x3"

Our 4-tier storage rack supplies ample room for gym equipment providing effective storage options. It's constructed with a heavy-duty frame for strength and durability. The top tier has 2 connected steel tubes to support wall balls, slam balls and medicine balls without any denting or flattening. The second and third tier holds round dumbbells from 5-50lbs and it's at a slightly angled design, allowing the user quick identification and accessibility during exercise. The fourth tier is flat to hold kettlebells with one-inch edge to prevent falling. As a final touch, it includes 4 bar storage locations at each side, total of 8.

Warranty: 1 Year



2 ×	Notorious All in One Home Gym \$2,999.99 per unit # Q1028 Dimensions (LxWxH): 6x7x7.5ft Weight Stacks: 160kbs/72kg ea Weight Load: 995lbs/450kg Max Load: 770lbs/350kg Hole Size: 4/5in Adjustable bench included (preacher curl, leg extension and leg curl) All-in-One Home Gym by our new line Notorious. Time to upgrade from a gym facility to your home! Our home gym includes a crossover with 160lbs weight stack each side and adjustable pulley system chromed-plated for a smoother feel. These also include 2 single nylon handle attachments. For those who are looking for assistance when squatting, doing lunges or bench press, this home gym includes a smith machine with a 7ft 45lb bar. It also features a half rack with the attachments necessarily to compliment it. And its own workout poster with a variety of uses for you! Includes: Smith Machine Half Rack (J-Cups x2, Safety Arms x2, x2 Dip Arms) Dual Adjustable Pulleys/Functional Trainer (x2 Nylon Handles) Pull-Up Bar Landmine Attachment	\$5,999.98
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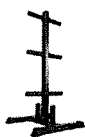
1 ×	Hoist Ab/Back Roman Hyper \$599.99 per unit # HF-5664 Product Width: 31.50" (80 cm) Product Height: 39.50" (100 cm) Product Length: 52.50" (133 cm) Machine Weight: 77 lbs (35 kg) HOIST® Fitness has become a leader in the strength training equipment industry through proven effectiveness, durability, and versatility. The HOIST consumer free weight and personal training system product line is precision built with superb components and unique space saving designs. • Eight adjustable positions from 0° to 35° • Adjustable from a 35° hyper to a full roman chair • Nine adjustable roller pad and foot bar positions • Non-skid foot bar surface assures secure foot placement • Integrated locking pull-pins safely secures frame in place • Upgraded modern frame with oval tubing • Non-metallic foot covers to protect flooring	\$599.99
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2 ×	Foam Plyo Box 3 in 1 (20,24,30) By 360 Sports \$143.99 per unit # SPB-3	\$359.98 (-20%) \$287.98
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3 x	Olympic Plate Tree By 360 Sports	\$569.97
	\$151.99 per unit	(-20%) \$455.98
	# PRK503	



1 x	PP215-260 Set of Rubber Olympic Plates 260lbs Total By 360 sports	\$549.99
	\$549.99 per unit	
	# PP215-260	

x2 Pairs of 2.5lbs
x2 Pairs of 5lbs
x1 Pair of 10lbs
x1 Pair of 25lbs
x1 Pair of 35lbs
x1 Pair of 45lbs



1 x	PP215-160 Set of Rubber Olympic Plates 160lbs Total By 360 sports	\$316.99
	\$316.99 per unit	

PP215-160
x1 Pair of 10lbs
x1 Pair of 25lbs
x1 Pair of 45lbs



2 x	Pair 10 lbs (Gray) Crumb Rubber Bumper Plate By 360 Sports	\$113.98
	\$48.44 per unit	(-15%)
	# PP220-10	\$96.88

Crumb Rubber Bumper Plates are made with crumb and recycled rubber. These plates are much softer and quieter than our Premium Bumper Plates and Color-Coded Premium Bumper Plates. This softer material won't chip as easily as virgin rubber plates, making these plates suitable for use on concrete or outdoors. The Crumb Rubber Plates feature a 2" metal insert for inserting standard Olympic barbells.

Warranty: 1 year on all sizes

Note: Pricing is per Pair. Order in increments of two for the pair.



1 × **Pair 25 lbs (Green) Crumb Rubber Bumper Plate By 360 Sports** **\$104.99**
\$89.24 per unit (-15%)
PP220-25 **\$89.24**

Crumb Rubber Bumper Plates are made with crumb and recycled rubber. These plates are much softer and quieter than our Premium Bumper Plates and Color-Coded Premium Bumper Plates. This softer material won't chip as easily as virgin rubber plates, making these plates suitable for use on concrete or outdoors. The Crumb Rubber Plates feature a 2" metal insert for inserting standard Olympic barbells.

Warranty: 1 year on all sizes

Note: Pricing is per Pair. Order in increments of two for the pair.



1 × **Pair 35 lbs (Yellow) Crumb Rubber Bumper Plate By 360 Sports** **\$127.99**
\$108.79 per unit (-15%)
PP220-35 **\$108.79**

Crumb Rubber Bumper Plates are made with crumb and recycled rubber. These plates are much softer and quieter than our Premium Bumper Plates and Color-Coded Premium Bumper Plates. This softer material won't chip as easily as virgin rubber plates, making these plates suitable for use on concrete or outdoors. The Crumb Rubber Plates feature a 2" metal insert for inserting standard Olympic barbells.

Warranty: 1 year on all sizes

Note: Pricing is per Pair. Order in increments of two for the pair.



1 × **Pair 45 lbs (Blue) Crumb Rubber Bumper Plate By 360 Sports** **\$169.99**
\$144.49 per unit (-15%)
PP220-45 **\$144.49**

Crumb Rubber Bumper Plates are made with crumb and recycled rubber. These plates are much softer and quieter than our Premium Bumper Plates and Color-Coded Premium Bumper Plates. This softer material won't chip as easily as virgin rubber plates, making these plates suitable for use on concrete or outdoors. The Crumb Rubber Plates feature a 2" metal insert for inserting standard Olympic barbells.

Warranty: 1 year on all sizes

Note: Pricing is per Pair. Order in increments of two for the pair.



2 × **Eco Barbell 45lbs/20kg By 360 Sports** **\$319.98**
\$127.99 per unit (-20%) **\$255.98**
ECO20KG
Material: Alloy Steel
Needle Bearing/Bushings: Bushings
Weight Capacity: 1500lbs/680kgs
Shaft Coating: Black Oxide
Sleeve Coating: Chrome



2 × **Prime EZ Curl Barbell 22lbs/10kg by 360 Sports** ~~\$207.98~~
(-20%) \$166.38

\$83.19 per unit

CB4701

Bar Type: EZ BAR

Bar Weight: 10kg/22lbs

Shaft Diameter: 28mm

Knurl Depth: 1.2mm

Bar Length: 1200mm

Loadable Sleeve Length: 170mm

Shaft Coating: Hard Chrome

Sleeve Coating: Hard Chrome

Bearings/Bushings: 2 Needle Bearings

Tensile Strength: 45,000 PSI

Max Load: 300lbs/136kg



1 × **Battle Rope 1.5x30 By 360 Sports** ~~\$89.99~~
(-20%) \$71.99

\$71.99 per unit

BR01-1.5x30

This battle rope is made of premium quality durable polyester. BR01 is designed with a multi-strand, providing long-lasting usage and sturdiness. The handles are also designed ergonomically to ensure the safety and comfort of the user.

- Ideal for high-intensity interval training, supersets or work in between sets, battle ropes will guarantee a full body workout in an incredibly short period of time.
- This is a sturdy, heavy-duty battle rope and shouldn't need replacing for a long time
- The handles are great, allowing you to get a solid grip on this battle rope despite the slick synthetic rope.



1 × **Battle Rope 1.5x50 By 360 Sports** ~~\$134.99~~
(-20%) \$107.99

\$107.99 per unit

BR01-1.5x50

This battle rope is made of premium quality durable polyester. BR01 is designed with a multi-strand, providing long-lasting usage and sturdiness. The handles are also designed ergonomically to ensure the safety and comfort of the user.

- Ideal for high-intensity interval training, supersets or work in between sets, battle ropes will guarantee a full body workout in an incredibly short period of time.
- This is a sturdy, heavy-duty battle rope and shouldn't need replacing for a long time
- The handles are great, allowing you to get a solid grip on this battle rope despite the slick synthetic rope.



2 × **Nylon Cable Attachment Handle** ~~\$43.98~~
(-20%) \$35.18

\$17.59 per unit



2 x	Cable Attachment Package Deal \$189.99 per unit	\$379.98
-----	---	----------



1 x	Set of Hex Rubber Dumbbell 5-50lbs \$687.50 per unit	\$687.50
-----	--	----------

PD108-550

550lbs Total

- Contour Grip hard chrome handle allows for secure grip
- Color fills on numbers to quickly distinguish sizes
- Ideal for commercial and residential facilities
- Available in 5-100 in 5lb increments
- Also available in 3, 8 and 12lbs
- 2-Year full commercial warranty against breakage



1 x	Assault AirBike Classic \$699.00 per unit	\$699.00
-----	---	----------

AS-Assault Classic

When we set out to design the AssaultBike, we knew that the integration of sealed cartridge bearings in every pivot and moving part was an absolute necessity. So we were more than shocked when the count ended up totaling twenty. That's twenty sealed-bearings in all...tucked and hidden neatly away under machined and formed steel.

- 20 Sealed-Bearings In All
- Heavy-Duty Steel Frame
- Industrial Powder Coating
- Reinforced Pedals and Cranks

Weight: 95.64 lb / 43.38 kg

Length: 50.95 in / 129.41 cm

Width: 23.34 in / 59.28 cm

Height: 50 in / 127 cm



1 × **Concept 2 RowErg w/Standard Legs** \$1,145.00

\$1,145.00 per unit

2712

The Concept2 RowErg has long been recognized by rowers as the standard for indoor training. It delivers an effective cardiovascular workout that increases fitness levels and exercises every major muscle group. The RowErg is the same machine used by Olympic- and elite-level athletes to train for their sports, but can be used by everybody, no matter what workout experience you're after. The powerful Performance Monitor connects to a wide range of apps, and comes with a device holder that fits most mobile devices and tablets. The RowErg is also available with tall legs, which place the seat at 20 inches (51 cm) from the floor. The higher seat is not required for taller users.

Width: 24 in (61 cm)

Machine Weight: With standard legs: 57 lb (26 kg); with tall legs: 68 lb (31 kg)

Monitor: PM5

Overall Length: 95 in (244 cm)

Seat Height: With standard legs: 14 in (36 cm) from floor; with tall legs: 20 in (51 cm) from floor

Maximum User Weight: 500 lbs / 227 kg as tested by Concept2. 300 lbs / 135 kg



1 × **Preowned Matrix A7xi Ascent Trainer** \$2,895.00

\$2,895.00 per unit

A7xi

Max User Weight: 400 lbs (182 kg)

Weight: 445 lbs (202.7 kg)

Dimensions: 81"L x 34"W x 79"H

Display Type: 41 cm / 16" class projective capacitive touchscreen LCD



1 × **Description of Preowned Products** \$0.00

\$0.00 per unit

Prior to pickup/delivery, the preowned product is inspected by staff which includes:

- A detailed inspection testing the product to ensure proper work, normal function on respective parts with no damage.
- The preowned product is detailed and necessary parts are lubricated.

NOTE: Cosmetic defects may include but not limited number of scratches, broken plastic, peeling stickers/logos/overlays, discoloration, etc., unless defective on arrival.

Protection of Product:

- Exposure to heat, water and outdoor settings cause the products to deteriorate faster than indoor settings.

Warranty:

- All products include a 6 month warranty covering parts and labor. Extended warranties can be offered at additional price.
- Garage settings are covered by the warranty.
- Warranty expresses all products are as described in the agreement. Unless a written warranty is made by seller regarding the certainty of the products, all expressed or implied warranties are disclaimed by seller.
- Any returns of products by the buyer must be authorized by the seller in writing.

NOTE: Under the parts warranty, failure to return any unused/defective parts with the receipt provided, will void the warranty.

NOTE: The warranty is not applicable if: product or major parts are reported as stolen/missing and if product is used in a commercial setting. Seller is not liable for any claimed consequential or incidental damages to the products at time of/after picking up. Warranty is void.

NOTE: All preowned product colors on frames and upholstery may vary.

1 x	Delivery / Install / Set up \$1,500.00 per unit	\$1,500.00
Subtotal		\$20,691.31
Tax exempt (\$20,691.31 @ 0%)		\$0.00
Total		\$20,691.31
Deposit required		(100%) \$20,691.31

Terms and Conditions

DURING COVID-19 PANDEMIC, ALL SALES ARE FINAL, PLEASE ALLOW UP TO 30 DAYS LEAD TIME ON FULL ORDERS.

TERMS: All sales and quotations require 50% deposit, balance due before delivery, pick up or purchases. Custom orders and orders **below** \$5,000.00 require prepayment. Amount and items are **subject** to change otherwise specified by seller.
Credit card and terminal payments subject to a 3.5% transaction fee. **Cancellations and special-order returns** are subject to 25% restocking fee. **Order** subjects to sales tax (if applicable).
INSTALLATION REQUIREMENTS: Standard lead times apply. We are currently experiencing **longer than** normal lead times. Equipment shipments may take up to **10-14 weeks**, depending on manufacturer.
Client is **responsible** for ensuring job site is clean and ready for install. Electrical requirements must be met and on at time of install.
Installation confirmed **5 days** prior to **residential** delivery and **14 days** prior to **commercial** delivery. **Additional fees** will apply for storage, trip fees and changes after confirmation. Please be advised that **freight rates** are subject to change.
Consult your sales representative for detailed product requirements.

By accepting this proposal, you agree on our terms and conditions
Thank you for your business, patience and understanding during these times.

Signer's first name

Weslaco

Signer's last name

Police Department

Quote status :

Proposed



Quote

1002 W EXPY 83
WESLACO, TX 78596
956-968-7033

Ticket: 34578
Store: 422
Cashier: 00497840
Customer: null CITY OF

Date: 08/28/2023
Register: 21

Item	Description	Qty	Price	Amount
2219003	STALL MAT 4X6X3X4 RUBBER	20	\$43.99	\$879.80

Subtotal \$879.80

Tax \$0.00

Total \$879.80

*** This is a quote only. Not valid for a sale transaction. ***

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62

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YOUR CART

62 Items

**EZGrip Mat Mover**
EZ0001

3 Ships Free Rem

- 20 +

**Black Concept 2 RowErg Rower - PM5**
C20003-5

Choose Height: Standard Legs (14" Seat Height)

[Edit](#)

- 1 +

**Rogue Echo Bike V3.0**
IP0895

Free Shipping

Quantity: Single

[Edit](#)

- 1 +

**Rogue Rubber Hex Dumbbell Set: 5 - 50lbs**
RF0549

- 1 +

**Rogue Stainless 20" Straight Lat Bar**
RA2712

Ships in 5-7 Days

- 2 +

**Rogue Grip Triangle (Standard Grip)**
RA1171

- 2 +

**Rogue Stainless Lat Bar**
RA1078

Ships in 7-10 Days

- 2 +

**Rogue Tricep Push Down Attachment**
RA1048

- 3 +

**Single Handle Cable Attachment**
RA2227

- 2 +

**Rogue 45' Sheathed Conditioning Rope**
SH0004

Subtotal (62 items)

\$16,759.48

Est. Shipping & Tax

Country *

United States

Region *

TX

Zip Code *

78599

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Shipping & Handling (LTL)

\$522.31

Tax

\$1,080.17

Order Total

\$18,361.96

[Checkout](#)[Remove](#)\$360.00
@ \$18.00[Remove](#)\$990.00
@ \$990.00[Remove](#)\$845.00
@ \$845.00
\$895.00[Remove](#)\$795.00
@ \$795.00[Remove](#)\$250.00
@ \$125.00[Remove](#)\$158.00
@ \$79.00[Remove](#)\$330.00
@ \$165.00[Remove](#)\$255.00
@ \$85.00[Remove](#)\$80.00
@ \$40.00[Remove](#)

MISSING - Home Gym 2x \$2,999.99
MISSING - Ascent Trainer 1x \$2,895
MISSING - Assemble/Install

\$5,894.99

\$24,256.95

2				
	Rogue Curl Bar RA1077-BEBR		\$549.90 @ \$274.95	Remove
	Rogue 10KG Junior Bar RA0713-BLBR Ships in 7-10 Days		\$450.00 @ \$225.00	Remove
	45LB Rogue US-MIL Spec Bumper Pair V2 WE0003-45-2		\$390.00 @ \$195.00	Remove
	35LB Rogue US-MIL Spec Bumper Pair V2 WE0003-35-2		\$160.00 @ \$160.00	Remove
	25LB Rogue US-MIL Spec Bumper Pair V2 WE0003-25-2		\$125.00 @ \$125.00	Remove
	10LB Rogue US-MIL Spec Bumper Pair V2 WE0003-10-2		\$90.00 @ \$90.00	Remove
	45LB Urethane 6-Shooter Grip Plate - Pair IP0179-45-2		\$293.08 @ \$293.08	Remove
	35LB Urethane 6-Shooter Grip Plate - Pair IP0179-35-2		\$245.00 @ \$245.00	Remove
	25LB Urethane 6-Shooter Grip Plate - Pair IP0179-25-2		\$195.00 @ \$195.00	Remove
	10LB Urethane Olympic Grip Plate - Pair IP0179-10-2		\$82.50 @ \$82.50	Remove
	5LB Urethane Olympic Grip Plate - Pair IP0179-5-2		\$104.00 @ \$52.00	Remove



2.5LB Urethane Olympic Grip Plate - Pair
IP0179-2.5-2

[Remove](#)

- 2 +

\$55.00
@ \$27.50



Rogue Vertical Plate Tree 2.0
RF0644
Add wheels: No Wheels

[Remove](#)

- 3 +

\$690.00
@ \$230.00



Rogue Foam Games Box
PAD083

[Remove](#)

- 2 +

\$550.00
@ \$275.00



Rogue Abram GHD 2.0
RF0594

[Remove](#)

- 1 +

\$725.00
@ \$725.00



3-Tier 70" Mass Storage System
RF0456-DB-KB
1st Shelf: Bumper/Medball Shelf
2nd Shelf: Dumbbell Tray
3rd Shelf: Kettlebell Tray

[Remove](#)

- 2 +

\$1,670.00
@ \$835.00



Rogue Iso Leg Press 35
RA0482-BLACK-MG
Ships in 4-6 weeks. Pick-up not available.

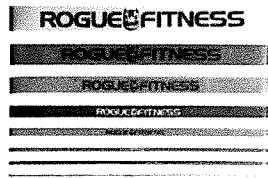
[Remove](#)

- 1 +

\$6,250.00
@ \$6,250.00

[Empty Cart](#)

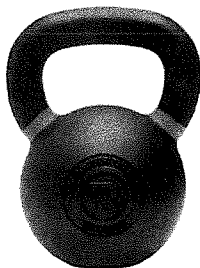
YOU MIGHT ALSO LIKE



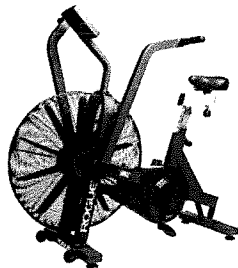
Rogue Monster Bands
\$15.50



Rogue Dumbbells
\$25.00



Rogue Kettlebells
\$30.00



Rogue Echo Bike V3.0
\$845.00
~~\$895.00~~

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rubber-
dumbbell-
set-5-50-
lb.html)



Move All To Wish List (<https://www.fitnesszone.com/WISH.html?Action=MAWL>)

To Wish List (<https://www.fitnesszone.com/WISH.html?action=MAWL>)

Missing - nylon attachment cable - 2 x \$17.58 = \$35.18

Cable attachment postage - 2 x \$189.99 = \$379.98

NO 13 tail

from Christina

\$30,825.15

[Continue Shopping \(https://www.fitnesszone.com/\)](https://www.fitnesszone.com/)

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☎ 1-800-875-9145

Contact

3439 Colonnade Parkway, Suite 800
Birmingham, AL 35243

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(tel:1-800-875-9145)

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Items in your cart [40]

Name	Quantity	Unit Price	Total
 Hoist HF-4357 Leg Press Hack Combo (https://www.fitnesszone.com/product/hoist-hf-4357-leg- https://www.fitnesszone.com/product/hoist-hf-4357- hf-4357- leg-press- hack- combo.html)	1 Update	\$1,999.00	\$1,999.00
 Hoist CF-3461-3 3-Tier Horizontal Dumbbell Rack (https://www.fitnesszone.com/product/hoist-cf-3461-3- https://www.fitnesszone.com/product/hoist-cf-3461-3- cf-3461-3- 3-tier- horizontal- dumbbell- rack.html)	2 Update	\$1,499.00	\$2,998.00
 Inspire FT2 Functional Trainer-Fully Loaded (https://www.fitnesszone.com/product/inspire-ft2- https://www.fitnesszone.com/product/inspire-ft2- ft2- functional- trainer.html)	2 Update	\$5,499.00 \$139.00	\$10,998.00 \$278.00

	Hoist HF-5664 Ab Back Roman Hyper (https://www.fitnesszone.com/product/hoist-hf-5664-ab-hf-5664-ab-back-roman-hyper.html) (https://www.fitnesszone.com/product/hoist-hf-5664-ab-hf-5664-ab-back-roman-hyper.html)	1	Update	\$599.99	\$599.99
	TKO 3-N-1 Foam Plyo Box (https://www.fitnesszone.com/product/tko-3-n-1-foam-3-n-1-foam-plyo-box-262lbs.html) (https://www.fitnesszone.com/product/tko-3-n-1-foam-3-n-1-foam-plyo-box-262lbs.html)	2	Update	\$449.00	\$898.00
	Body-Solid Olympic Weight Tree Bar Holder WT46 (https://www.fitnesszone.com/product/body-solid-olympic-solid-olympic-weight-tree-bar-holder-wt46.html) (https://www.fitnesszone.com/product/body-solid-olympic-solid-olympic-weight-tree-bar-holder-wt46.html)	3	Update	\$164.00	\$492.00
	Body-Solid 400 lb Rubber Grip Olympic Plate Set with Bar (https://www.fitnesszone.com/product/OSR400S.html) (https://www.fitnesszone.com/product/OSR400S.html)	1	Update	\$849.00	\$849.00
	Body-Solid 400 lb Steel Grip Olympic Plate Set (https://www.fitnesszone.com/product/OST400S.html) (https://www.fitnesszone.com/product/OST400S.html)	1	Update	\$799.00	\$799.00
	Body-Solid Olympic 47" Curl Bar - Chrome (https://www.fitnesszone.com/product/OB47.html) (https://www.fitnesszone.com/product/OB47.html)	2	Update	\$149.00	\$298.00
	Prism Batting Rope 30ft (https://www.fitnesszone.com/product/prism-batting-batting-30ft.html) (https://www.fitnesszone.com/product/prism-batting-30ft.html)	1	Update	\$229.00	\$229.00

Huntsville Fitness Equipment

7540 S. Memorial Parkway Suite D
Huntsville, AL. 35802
Toll Free 866-461-2417
Ph. 256-883-2115
Fx: 256-713-0321

QUOTE



Robert E. Lopez, M.S.C.J.
Assistant Chief of Police
Weslaco Police Department
Office: 956-968-8591 ext.2010
Cell: 956-451-8037
Fax: 956-969-0762
Rlopez@weslacotx.gov

Sales Rep : Johnny Bell		Date 9/17/2023	Prices Good Thru 10/17/2023	Terms	Freight
QTY.	ITEM #	DESCRIPTION		UNIT PRICE	NET AMOUNT
1	HF-4357	Hoist HF-4357 Leg Press Hack Combo		\$ 1,999.00	\$ 1,999.00
2	GDR60	BODY-SOLID 2-TIER HORIZONTAL DUMBBELL RACK		\$ 280.00	\$ 560.00
1	GMRT6	Optional Medicine Ball Shelf for GDR60		\$ 99.00	\$ 99.00
1	GKRT6	Optional Kettlebell Shelf for GDR60		\$ 169.00	\$ 169.00
2	SCS	INSPIRE FITNESS SCS SMITH CAGE SYSTEM-FULLY LOADED		\$ 5,499.00	\$ 10,998.00
1	HF-5664	Hoist HF-5664 Ab Back Roman Hyper		\$ 599.99	\$ 599.99
2	262PLBS	TKO 3-N-1 Foam Plyo Box		\$ 449.00	\$ 898.00
3	WT46	Body-Solid Olympic Weight Tree Bar Holder		\$ 164.00	\$ 492.00
2	OSR300S	Body-Solid 300 LB Rubber Grip Oly Set, Chrome Bar		\$ 749.00	\$ 1,498.00
		Body-Solid Crumb 260LB BUMPER			
1	OBPH260	SET BLACK, PAIRS 10,15,25,35,45, Full Commercial		\$ 949.00	\$ 949.00
2	OB47	Body-Solid Olympic 47" Curl Bar		\$ 149.00	\$ 298.00
1	BSTBR1530	1.5" DIAMETER 30' Fitness Training Rope		\$ 99.00	\$ 99.00
1	BSTBR1540	1.5" DIAMETER 40' Fitness Training Rope		\$ 139.00	\$ 139.00
1	IN550	Inspire Fitness 5-50 lb. Set Rubber Dumbbell (Pairs)		\$ 899.00	\$ 899.00
1	AAE	ASSAULT AIRBIKE ELITE		\$ 1,299.00	\$ 1,299.00
1	R300	ENDURANCE R300 ROWER		\$ 899.00	\$ 899.00
1	A-PS-LED	Matrix Performance LED Ascent Trainer		\$ 10,995.00	\$ 10,995.00
20	RF46	Body-Solid Supermat RF46		\$ 185.00	\$ 3,700.00
		2 Each - NB59, MB148RG,			
2	CABLE ATTACHMENT S	MB229RG, MB502RG, TR20, MB503RG, MB501RG, MB022RG, NAS3		\$ 950.00	\$ 950.00
				SUB TOTAL	\$ 37,539.99
				DISCOUNT	\$ (6,539.99)
				Equipment Total	\$ 31,000.00
				Tax	N/A
				Fr./Del./Assembly	
				Grand Total	\$ 31,000.00



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7132	
From: Albert Aldana			
Subject: Discussion and consideration of proposed change order no. 1 to existing contract with TRAF-TEX, Inc regarding the Weslaco Traffic Signal Improvements Project in the amount of \$9,136.55 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department).			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo 11-03-23cc_CO#1, Change Order 1			
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

November 3, 2023

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

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

**RE: WESLACO TRAFFIC SIGNAL IMPROVEMENTS (RFB#2020-21-30)
PROPOSED CHANGE ORDER NO. 1**

This item seeks your approval of proposed change order no. 1 for TRAF-TEX, INC in the amount of \$9,136.55 for the Weslaco Traffic Signal Improvements Project.

TRAF-TEX was awarded a contract on October 8, 2021, to construct traffic signal improvements at three intersections. These intersections included Bridge at Pike, Bridge at 6th St and Bridge at 18th St.

The proposed change order no. 1 is for repairs of an existing conduit and sidewalk between the existing traffic signal pole at the northwest corner of the intersection of Bridge St and 6th St and the traffic signal controller located on the southwest corner.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

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

Attachment: TRAF-TEX, Inc Quote
Change Order No. 1

 AIA Document G701 - 2017

Change Order

PROJECT: <i>Weslaco Traffic Signal Improvements</i>	CONTRACT INFORMATION: Contract For: <i>RFB #2020-21-30</i> Date: <i>10/30/2023</i>	CHANGE ORDER INFORMATION: Change Order Number: <i>01</i> Date: <i>10/30/2023</i>
OWNER: <i>City of Weslaco</i> <i>255 S. Kansas Avenue</i> <i>Weslaco, TX 78596</i>	ENGINEER: <i>City of Weslaco</i> <i>255 S. Kansas Ave</i> <i>Weslaco, TX 78596</i>	CONTRACTOR: <i>TRAF-TEX, INC.</i> <i>8420 Hansen Rd</i> <i>Houston, TX 77075</i>

The Contract is changed as follows:

The need to repair existing conduit between traffic signal pole and controller to run proposed signal conductors.

The original (Contract Sum) (Guaranteed Maximum Price) was The	<u>\$ 285,061.63</u>
net change by previously authorized Change Orders	<u>\$ 0.00</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	<u>\$ 285,061.63</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	<u>\$ 9,136.55</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be The	<u>\$ 294,198.18</u>
Contract Time will be (increased) (decreased) (unchanged) by	() days.
The new date of Substantial Completion will be	November 10, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR, AND OWNER.

City of Weslaco

ENGINEER (Firm name)

Albert J. Aldana, P.E.

SIGNATURE

Albert J. Aldana, City Engineer

PRINTED NAME AND TITLE

11/01/2023

DATE _____

CONTRACTOR

SIGNATURE

PRINTED NAME AND TITLE

DATE _____

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7136	
From: Albert Aldana			
Subject: Discussion and consideration of a contract award to the highest ranked firm for RFQ#2023-2024-04 Professional Services for a Flood Infrastructure Fund and/or Flood Mitigation Assistance Grant Program for Harlon Block Park and surrounding areas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the highest ranked firm.			
Attachments, if any: EVALUATION MATRIX 2022-23-26 final (002), 11-03-23cc_Harlon Block			
Responsibilities upon Approval:			

CITY OF WESLACO

PROFESSIONAL SERVICES FOR FLOOD INFRASTRUCTURE FUND AND/OR FLOOD MITIGATION ASSISTANCE GRANT PROGRAM FOR HARLON BLOCK AND SURROUNDING AREAS / RFQ NO.: 2023-24-04

	EVALUATOR	CRUZ-HOGAN	HALFF	MARCIA APPIA	SCHEIBE	TEDSI
1. QUALIFICATIONS	MAYOR PRO-TEM RODRIGUEZ	25	25	20	23	20
	ANDREW MUNOZ	30	30	26	30	25
	ALBERT ALDANA	27	25	20	25	23
	DAVID ARCE	29	30	29	29	29
	HOMER RHODES	29	30	29	29	29
CRITERIA 1 AVERAGE	MAX 30 POINTS	28.00	28.00	24.80	27.20	25.20
2. EXPERIENCE WITH SIMILAR PROJECTS	MAYOR PRO-TEM RODRIGUEZ	25	25	22	23	20
	ANDREW MUNOZ	28	28	20	26	18
	ALBERT ALDANA	29	29	25	28	26
	DAVID ARCE	28	29	27	29	26
	HOMER RHODES	28	29	27	29	26
CRITERIA 2 AVERAGE	MAX 30 POINTS	27.60	28.00	24.20	27.00	23.20
3. PROJECT METHODOLOGY	MAYOR PRO-TEM RODRIGUEZ	25	25	22	23	20
	ANDREW MUNOZ	24	24	22	27	22
	ALBERT ALDANA	28	29	25	27	25
	DAVID ARCE	28	28	27	28	27
	HOMER RHODES	27	26	27	28	26
CRITERIA 3 AVERAGE	MAX 30 POINTS	26.40	26.40	24.60	26.60	24.00
4. REFERENCES	MAYOR PRO-TEM RODRIGUEZ	8	8	8	8	8
	ANDREW MUNOZ	8	8	8	8	8
	ALBERT ALDANA	10	10	10	10	10
	DAVID ARCE	9	9	9	9	9
	HOMER RHODES	9	9	9	9	9
CRITERIA 4 AVERAGE	MAX 10 POINTS	8.80	8.80	8.80	8.80	8.80
AVERAGE BY EVALUATOR	MAYOR PRO-TEM RODRIGUEZ	83.00	83.00	72.00	77.00	68.00
AVERAGE BY EVALUATOR	ANDREW MUNOZ	90.00	90.00	76.00	91.00	73.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	94.00	93.00	80.00	90.00	84.00
AVERAGE BY EVALUATOR	DAVID ARCE	94.00	96.00	92.00	95.00	91.00
AVERAGE BY EVALUATOR	HOMER RHODES	93.00	94.00	92.00	95.00	90.00
TOTAL POINTS	MAX 100 POINTS	90.80	91.20	82.40	89.60	81.20
		CRUZ-HOGAN	HALFF	MARCIA APPIA	SCHEIBE	TEDSI

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

November 3, 2023

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

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

RE: **RFQ NO. 2023-24-04 Professional Services for a Flood Infrastructure Fund
and/or Flood Mitigation Assistance Grant Program for Harlon Block Park
and Surrounding Areas**

This item seeks your approval of the highest ranked firm for the above captioned RFQ.

There was a total of 5 responses to this RFQ and these included Cruz-Hogan, Halff Associates, Marcia-Appia, Scheibe, and TEDSI. As per your instructions, an RFQ review subcommittee consisted of Mayor Pro-Tem Rodriguez, Andrew Munoz, Albert Aldana, David Arce, and Homer Rhodes.

The subcommittee members each performed a review of the statement of qualifications for each respondent and tabulated their scores and submitted to Mr. Homer Rhodes who was then responsible for tallying the overall scores and ranking.

The highest ranked firm was Halff Associates with a score of 91.2 followed by Cruz-Hogan with a score of 90.8, then Scheibe with a score of 89.6, then Marcia-Appia with a score of 82.4 and then TEDSI with a score of 81.2. Halff Associates received the highest score and was therefore ranked first.

Staff recommends approval of the highest ranked firm.

Sincerely,
Albert J. Aldana, P.E.

A handwritten signature in blue ink that appears to read "Aldana".

Attachment: Scoring Matrix



Standardized Agenda Request Form

Date of Meeting: November 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-7108	
From:			
Subject: Discussion and consideration on request from Pete Castorena, RGV Angle Car Show, to close Harlon Block Sports Complex Saturday, November 18, 2023 from 8:00am - 11:00pm and Sunday, November 19, 2023 from 11:00 am to 11:00 pm for the RGV Angle Car Show event; authorizing the sale of alcoholic beverages (beer) by a TABC licensed vendor, authorizing the consumption of alcoholic beverages, approval of entry fee to be charged, approval to allow food vendors subject to compliance with ordinances and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
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: Recommendation to be made at meeting.			
Staff Recommendation:			
Attachments, if any: RGV Angle Carshow			
Responsibilities upon Approval:			

pete castorena mississippi & website



Special Events Checklist: City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): <i>Pete Castorena</i>		Name of Event: <i>RGV Angle Car Show</i>	
Contact Person: <i>Pete Castorena</i>		Telephone Number: <i>956-684-1645</i>	
Address: <i>2004 Benitez ST.</i>		E-Mail Address: <i>publicrelationspete@gmail.com</i>	
City: <i>DONNA</i>	State: <i>TX</i>	Zip Code: <i>78537</i>	
Event Purpose (fundraiser, school activity, etc.): <i>Families And Backing the blue.</i>		Expected Attendance:	
Start Time: <i>8:00 AM</i>	End Time: <i>9:00 PM</i>	Event Date(s): <i>Nov 18 + 19, 2023</i> <i>10/28/2023</i>	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☒ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☒ Park, Pool, Facility Rental	
☒ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☒ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☒ Street Closure Fee of \$25.00 <i>no longer needed</i>	
☐ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☒ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way* <i>no longer needed</i>		☐ Police Escort of \$20.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loudspeakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.		Timestamp of Receipt: <i>new</i> <i>AUG 08 2023</i> <i>AUG 30 2023</i>	
Applicant's Signature: <i>[Signature]</i>		Payment type: ☐ Cash ☐ Credit Card <i>dates</i>	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement/City Engineer
			Parks Director
			Traffic Safety Officer/City Manager

Pete Castorena

956-684-1645

2004 BENITEZ STREET

DONNA, TEXAS 78537

About me

Merging entertainment with marketing to create a fun way for business to connect consumers with their products.

Pete Castorena



I am a versified entrepreneur with a history in entertainment, government PR, and promotions for small and large business. My PR work has made me in the nationwide 50 marketing retailers for Dish network, and worked promotions for RAM TRUCKS, Dish Network, Telemundo, Silver Star Resort and Casino, Fernando's Mexican Restaurant, El Potrillo, Miko's fine dining and several musical festivals and events. I am on google Pete Castorena for several accomplished events. I planned and executed events for small businesses around the City of Jackson, Brandon and the inaugural Cinco de Mayo Mississippi Festival and the first Mississippi Hispanic Rode and helped with concerts for the troops at Camp Shelby in Mississippi. I accredit my success from being able to connect to the Hispanic minority along with mainstream America. A trait which includes all of ventures.

I was raised in business and Hospitality, which has become my success in managing properties, and restaurant businesses.

I have managed properties in South Padre Island, Texas. from 1991 to 1993. In 2017 I relocated to the Los Angeles area where I have worked managing properties and catering to VIP persons in Beverly Hills and Malibu. My experience has helped me become successful in property management with great public relation skills that I have gained in a life time. I am a problem solver and act on issues immediately. In my experience people want their problem solved, not an "I'm Sorry".

Accomplishments:

Special promotions Golden Moon Casino and Resort

East Ford Promotions

RAM Trucks promotions

Judge on Hinds County Idol

Cinco de Mayo Festival

Promoted Dish Network

Los Angles Assistant to V.I.P. Fashion Show

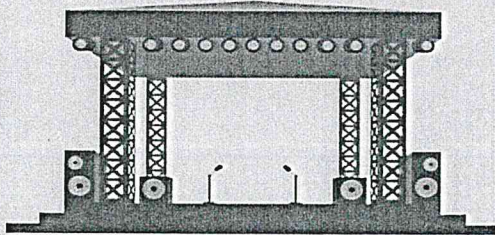
Hornitos Tequila special promo'

RGV ANGEL CAR SHOW AND FAMILY FESTIVAL

Saturday and Sunday, November 18-19 2023

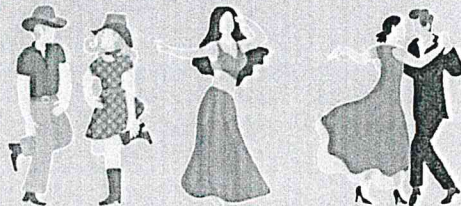
8:00AM-11PM & 11:00AM-11:00PM

1020 W. 18th St. Weslaco, TX.



Stage with Professional Artists and Live
bands, including Tejano, Country, Rock and
Mariachi

Dance Contest for Adults



Hollywood *Selena*
performing her songs
live on stage

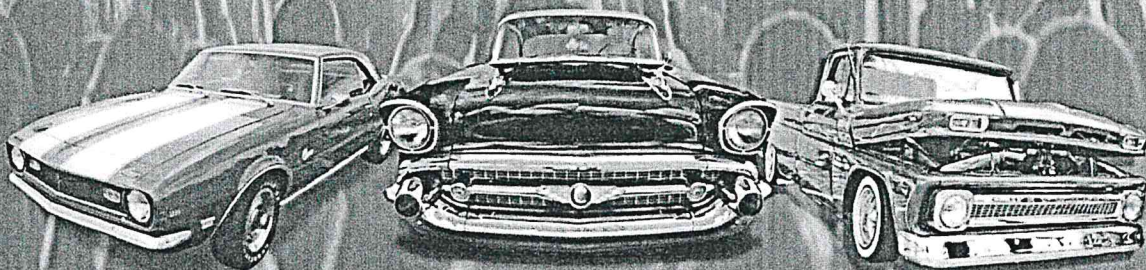


KID'S CARNIVAL

*Pony Rides, Face Painting
and a Kid's Contest*



Selena
Look-Alike
Girls Contest



Special thanks to our sponsors

Coca-Cola

SOUTHWEST
BEVERAGES



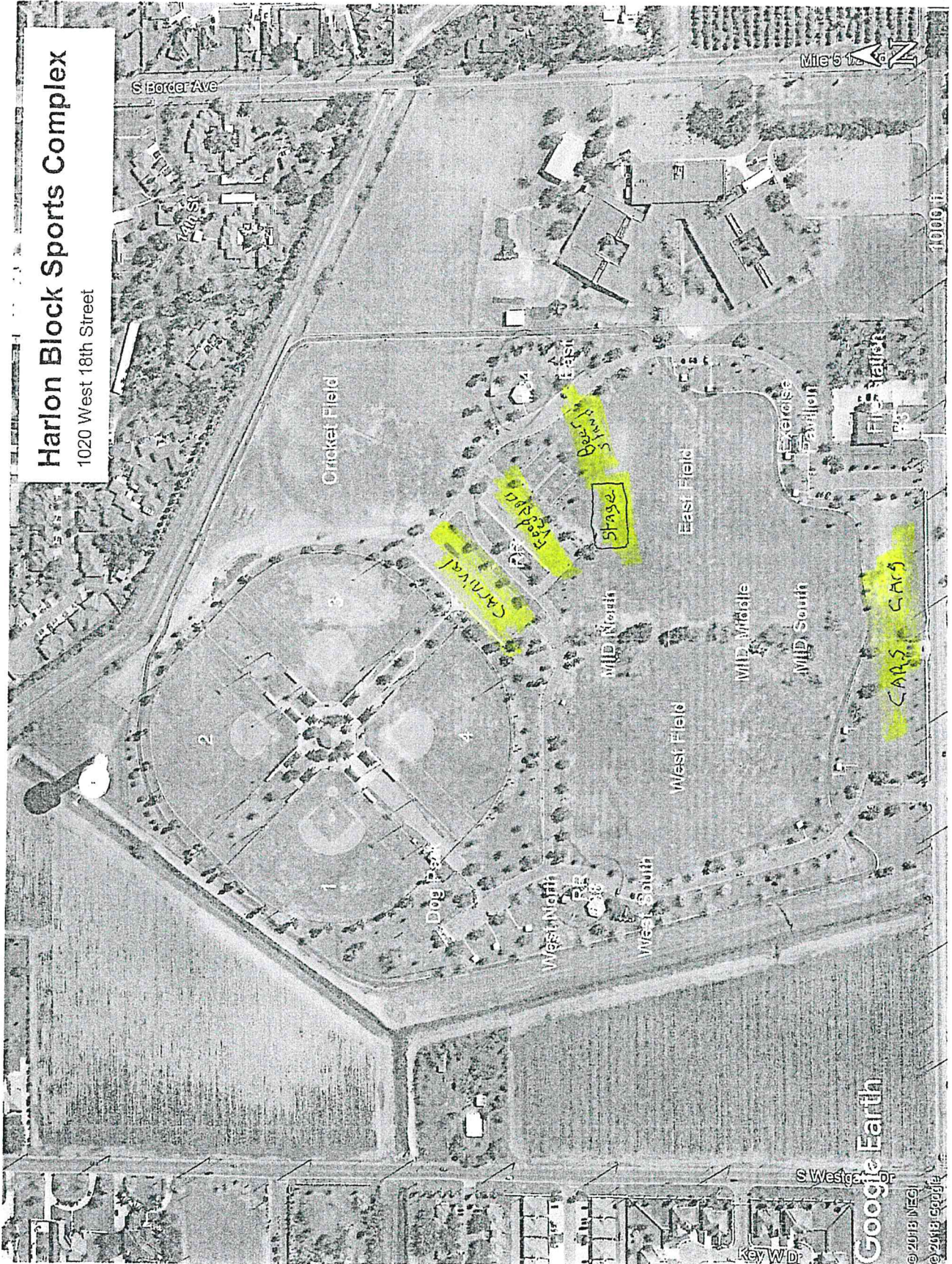
Budweiser

PAYNE
ED PAYNE MOTORS

For more information, please contact:

Harlon Block Sports Complex

1020 West 18th Street



RGV Anzic Car Show & Festival