



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 17, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, December 17, 2024 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.

II. OTHER BUSINESS

- A. Discussion and consideration on approval of agreement with Emmanuel Espinoza as Associate Municipal Court Judge for the City of Weslaco. (Staffed by City Manager) Attachment.
- B. Administer Oath of Office to Emmanuel Espinoza as the Associate Municipal Court Judge for the City of Weslaco.

III. 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.

IV. REPORTS

- A. Inframark.
- B. Animal Care Services.

V. PUBLIC HEARING

- A. To solicit input on behalf of Melden & Hunt, Inc. to rezone 1609 S Westgate Drive, also being 12.79-acres out of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to PUD Phased Unit Development District.
- B. To solicit input on behalf of Roberta Reyes Ramos to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premise Permit and Late Hours Certificate, at 709 Angelita St. Ste A, also being Lots 23-25, Pueblo Amistad Subdivision, Weslaco, Hidalgo County, Texas.

VI. 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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

- A. Approval of the Minutes of the Regular Meeting on November 19, 2024.
(Staffed by City Secretary Department.) Attachment.
- B. Approval of six-month extension for the Final Plat for Vittoria Subdivision being 42.18-acre out of Farm Tract 165 and 166, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the southeast corner of Midway and Interstate 2. (Staffed by Planning & Code Enforcement Department.)
- C. Approval to Accept a Grant Award from the Department of Energy in the amount of \$71,255.96 under the Energy Efficiency and Conservation Block Grant for the purchase of two Ford Maverick Hybrid Trucks for Public Works and five Electric Bikes for the Weslaco Police Department. (Staffed by Grant Manager.)
- D. Approval to Submit a Grant Application to the Firehouse Subs Public Safety Foundation in the amount of \$45,000. Funding will be utilized for the acquisition of automatic stretchers. No matching funds from the City of Weslaco is required. (Staffed by Grant Manager.)
- E. Approval to Submit a Grant Application to the Texas Health and Human Services Department for funding under the Zoonosis Control Animal Friendly Spay and Neuter Grant Program in the amount of \$30,000. Funding will be used for Spay and Neuter Projects in the City of Weslaco. No matching funds from the City of Weslaco required. (Staffed by Grant Manager.)

- F. Approval to Submit a Grant Application to the U.S. Department of Homeland Security for funding under the Fiscal Year 2024 Assistance to Firefighters Grant Program in the amount of \$240,000. Funding will be utilized for the purchase of Automatic Stretchers. A local match requirement of 10% (\$21,818.18) is required. (Staffed by Grant Manager.)
- G. Approval for application to the Office for Victims of Crime Grant (OVC) in the amount of \$10,000 no match required for printable material for child victims and witnesses. (Staffed by Police Department.) Attachment.
- H. Approval for application for the Gary Sinise Foundation First Responder Grant in the amount of \$12,999; no match required, for two stress reduction chair for dispatchers. (Staffed by the Police Department.) Attachment.
- I. Approval to accept a grant award from BJA (FY 2024) Edward Byrne Memorial Justice Grant (Number 15PBJA-24-GG-04800) in the amount of \$10,885 no match required, to purchase Time Clock Plus Aldatec Software for scheduling. (Staffed by Police Department.)
- J. Approval to authorize staff to solicit request for proposals for a Utility Rate Study. (Staffed by Finance Department.)

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Roberta Reyes Ramos to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premise Permit and Late Hours Certificate, at 709 Angelita St. Ste A, also being Lots 23-25, Pueblo Amistad Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc. on Ordinance 2024-35 to rezone 1609 S Westgate Drive, also being 12.79-acres out of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to PUD Phased Unit Development District. (Requires three-fourths vote to approve.) First reading of Ordinance 2024-35. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration to approve the Final Plat for OK Gardens Subdivision being 2.2 acres out of Lot 1, Royal Subdivision, Weslaco, Hidalgo County, Texas located approximately 534ft West of Mile 2 ½ West Rd. along IH 2. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and consideration to approve Ordinance 2024-36 for the Voluntary Annexation of Pleasantview Apartments Subdivision also being a 5.902-acre tract of land, out of Farm Tract 722, Block 137, West and Adams Tracts, Subdivision, Weslaco, Hidalgo County, Texas located on the southwest corner of the intersection of Pleasantview Dr. and Mile 5 ½ North Road. First reading of Ordinance 2024-36. (Staffed by Planning & Code Enforcement Department.) Attachment.

- E. Discussion and consideration to authorize Allowance Expenditure Approval No 17 for change proposal 033 Hardware at the New Police Department in an amount not to exceed \$5,750. (Staffed by Parks & Recreation Department.) Attachment.
- F. Discussion and consideration to authorize staff to terminate the New Weslaco Municipal Swimming Pool Project and provide notice to Sam Garcia Architect, LLC per AIA Agreement between Owner and Architect dated July 20, 2023. (Staffed by Parks & Recreation Department.) Attachment.
- G. Discussion and consideration to approve the official 2024 Tax Roll totals as prepared by Hidalgo County Tax Assessor and Collector per section 26.09(e) of the Texas Property Tax Code. (Staffed by Finance Department.) Attachment.
- H. Discussion and consideration to approve a purchase of a Seepex Sludge Pump for the Water Treatment Plant from Dynamic Pump Systems under **BuyBoard contract # 672-22** in the amount not to exceed \$30,750. (Staffed by Finance Department.) Attachment.
- I. Discussion and consideration to approve change order #2.2 in the additional amount of \$11,550 for the refurbishment of 2008 Pierce Velocity unit 566 from Fire Trucks Unlimited (staffed by Fire Department.) Attachment.
- J. Discussion and consideration on Ordinance 2024-37 to amend Chapter 62 of the Code of Ordinances codified as Garbage, Trash, and Rubbish to establish the Voluntary Recycling Curbside Program. First reading of Ordinance 2024-37. (Staffed by Public Works Department.) Attachment.
- K. Discussion and consideration for the purchase of two Ford Maverick Hybrid Trucks for the Public Works Department through the TIPS USA 210907 Transportation Vehicle Contract from Silsbee Ford at a total cost of \$58,506 to be reimbursed through the Energy Efficiency and Conservation Block Grant (EECBG) Program. (Staffed by Grant Manager.) Attachment.
- L. Discussion and consideration for the purchase of five Electric Bikes for the Weslaco Police Department through the selection of the lowest available quote, Quiet Kat, at a total cost of \$12,749.96 and reimbursed through the Energy Efficiency and Conservation Block Grant (EECBG) Program. (Staffed by Grant Manager.) Attachment.
- M. Discussion and consideration of approval of the proposed agreement with AIM GIS Solutions for RFQ No. 2024-25-03 GIS Solutions and Services for the City of Weslaco. (Staffed by Engineering Department.) Attachment.
- N. Discussion and consideration to authorize the purchase of UV Modules for the South Wastewater Treatment Plant through a sole source vendor, Veolia, for a cost not to exceed \$306,000. (staffed by Engineering Department.) Attachment.

- O. Discussion and consideration of approval to authorize the solicitation of bids for the installation of UV modules at the South Wastewater Treatment Plant. (Staffed by the Engineering Department.) Attachment.
- P. Discussion and consideration on Resolution 2024-74 to authorize the Mayor to sign and file a funding application with the Texas Water Development Board for Project Planning, Acquisition and Design (PAD) for South Wastewater Treatment Plant Improvements Project. (Staffed by City Manager.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Legal Consultation – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.
- C. Legal Consultation – 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 Weslaco Municipal Police Union (WMPU) authorized by Section §551.071 of the Texas Government Code.
- D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental

as authorized by Section §551.071 of the Texas Government Code.

- E. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being 35.28 acres except the southeast 1.90 acre for 33.38 net acres of land out of Farm Tract 59, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- F. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being Rogers (Re-Plat) 0.58 acres for D/D R-O-W, Rogers Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 13th day of December 2024, 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: December 17, 2024	Agenda Item No. (to be assigned by CSO): 2024-540	
From:		
Subject: Certification of Public Notice.		
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU ADELAIDA VEGA Martin Garza		Created
City Manager Comments:		
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. _____ 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:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1182	
From:			
Subject: Discussion and consideration on approval of agreement with Emmanuel Espinoza as Associate Municipal Court Judge for the City of Weslaco. (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: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES			
Responsibilities upon Approval: Execute and retain.			

AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES
THE STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

This Agreement (“Agreement”) is made and entered into on this the 3rd day of December, 2024, by and between the City of Weslaco, a home-rule municipal corporation with offices at 255 S. Kansas Ave., Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as the “City,” and **Emmanuel Espinoza**, hereinafter referred to as the “Judge,” for the purpose of providing services as Municipal Court Judge for the City of Weslaco.

WHEREAS, Article II, Section 30 of the Weslaco City Charter provides that the City Commission may appoint Municipal Court Judges; and

WHEREAS, on December 3, 2024, the Weslaco City Commission duly appointed Emmanuel Espinoza to serve as Municipal Court Judge; and

WHEREAS, the previously serving Municipal Court Judge vacated the position upon being elected to serve as a District Judge, thereby creating a vacancy; and

WHEREAS, the City desires to fill this vacancy by appointing Emmanuel Espinoza under the same terms and conditions as previously established for the Municipal Court Judge position; and

WHEREAS, the Judge is qualified, willing, and able to serve as the Municipal Court Judge for the City of Weslaco.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and undertakings described herein, the City and Judge agree as follows:

I. MUNICIPAL COURT

Pursuant to Article II, Section 30 of the Weslaco City Charter, the City has established the Municipal Court of the City of Weslaco. This Court shall have jurisdiction and exercise all powers declared by the City Charter and as generally conferred by applicable State of Texas statutes, including but not limited to Chapter 29.007 of the Texas Government Code, which authorizes the appointment of Municipal Court Judges.

II. DESCRIPTION OF SERVICES

The Judge agrees to serve as the Municipal Court Judge for the City with all the powers, duties, privileges, and obligations conferred by state law and local ordinance. The Judge’s essential responsibilities include, but are not limited to:

a) Presiding over court dockets and trials for Class C misdemeanors, property matters, city ordinances, traffic violations, criminal jury and non-jury trials, pretrial conferences, juvenile warnings, and any other matters within the Court’s jurisdiction.

- b) Presiding over jury and non-jury cases and levying fines commensurate with violations, ensuring equity and uniformity in the application of laws and ordinances.
- c) Being available to review and sign search, arrest, and blood warrants, as well as appeal bonds and prisoner transfer documentation.
- d) Providing arraignment duties and magistrate services as needed and within a reasonable time.
- e) Collaborating with the City Commission and City staff to ensure that policies and orders comply with state law, reflect community values, and meet the City's needs.
- f) Performing all duties and responsibilities of a Municipal Court Judge pursuant to and consistent with applicable municipal ordinances, the City Charter, and state law.
- g) Ensuring proper completion of all court documents, including but not limited to disposition sheets, judgment forms, court orders, bond forfeitures, adult warning sheets, requests for counsel, and any other necessary documentation.
- h) Ensuring that all traffic convictions are properly reported to the Texas Department of Public Safety.
- i) Keeping and maintaining a docket of each case filed and all court actions taken.
- j) Issuing process to compel the attendance of witnesses and to compel the appearance of defendants in court.

III. COURT FACILITIES AND PERSONNEL

The City shall provide a suitable place for holding court, office space for the Judge, supplies, equipment, and personnel necessary for the Court's administration, and shall pay for all maintenance. The City Manager shall have full authority to hire, discipline, and terminate Municipal Court personnel. The Judge shall direct all questions or issues concerning the Court's personnel and their performance to the City Manager, and shall submit reports or information as requested by the City Manager. Administrative concerns regarding Court operations shall also be directed to the City Manager.

IV. CONSIDERATION

As consideration for services provided herein, the City agrees to pay the Judge the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month.

V. QUALIFICATIONS

The Judge affirms that he is a citizen of the United States and the State of Texas, and that he meets all statutory and charter qualifications to serve as Municipal Court Judge. Failure to maintain such qualifications shall result in immediate termination or resignation.

VI. INDEMNIFICATION

The City shall defend, indemnify, and hold the Judge harmless to the greatest extent allowed by state law from any and all claims arising out of his good faith performance of duties as Municipal Court Judge.

VII. TERM OF OFFICE

The term of this Agreement shall begin on the 3rd day of December, 2024, and shall expire on the 3rd day of December, 2026.

VIII. TERMINATION

The Judge serves at the will and pleasure of the City of Weslaco and has no tenure, expectancy of employment, or property interest in the position. The Weslaco City Commission may terminate or extend this appointment at any time within or at the conclusion of the contract period.

Grounds for termination include, but are not limited to:

1. Arrest and/or conviction of a misdemeanor or felony.
2. Willful or persistent violation of rules of the Supreme Court of Texas.
3. Incompetence in performing the duties of the office.
4. Willful violation of the Code of Judicial Conduct.
5. Willful and persistent conduct clearly inconsistent with proper performance of judicial duties.
6. Acts or behavior that cast public discredit on the judiciary or the administration of justice.
7. Any other acts or behavior that the City Commission deems improper or constituting an appearance of impropriety.

IX. RESIGNATION

The Judge may resign at any time during the term of this appointment, with or without cause, by providing thirty (30) days written notice to the City. The Judge shall be deemed to have automatically resigned upon becoming a candidate in a contested election for a non-judicial office in a primary, general, or special election. The Judge may, however, continue to hold judicial office while being a candidate for election to or serving as a delegate in a state constitutional convention or while being a candidate for election to any judicial office.

X. STATE LAW

This Agreement shall be construed in accordance with and not in derogation of any applicable state laws governing the Judge's jurisdiction, powers, duties, and obligations. This Agreement is governed by the laws of the State of Texas, and any litigation arising from it shall be brought exclusively in the state courts of Hidalgo County, Texas.

XI. LICENSING

The Judge must comply with all applicable state and municipal licensing, certification, and accreditation requirements necessary to serve as Municipal Court Judge. The City shall cover the cost of all necessary training and related travel expenses to maintain the Judge's required accreditations.

EXECUTED on this the 17th day of December, 2024, by the parties hereto.

CITY OF WESLACO

By: _____

Adrian Gonzalez, Mayor

Date: _____

ATTEST:

Norma A. Cantu, City Secretary

Date: _____

APPROVED AS TO FORM:

Benjamin Castillo, Interim City Attorney

Date: _____

JUDGE

By: _____

Emmanuel Espinoza, Municipal Court Judge

Date: _____



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1181	
From:			
Subject: Administer Oath of Office to Emmanuel Espinoza as the Associate Municipal Court Judge for the City of Weslaco.			
Background: On December 3, 2024, the governing body appointed Emmanuel Espinoza as a Municipal Judge for the City of Weslaco. An appointment to a municipal position requires the appointee to take an oath of office that signifies a commitment to faithfully execute the duties of the office and uphold the constitution and laws.			
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: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1174	
From:			
Subject: Inframark.			
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: Monthly report.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1175	
From:			
Subject: Animal Care Services.			
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: Monthly report.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-997	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Melden & Hunt, Inc. to rezone 1609 S Westgate Drive, also being 12.79-acres out of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to PUD Phased Unit Development District.			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to PUD Phased Unit Development District. Twenty-two (22) property owners within 200 feet of the applicant's property were notified by letter on October 25, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on October 16, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the rezone at their regular meeting of November 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-991	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Roberta Reyes Ramos to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premise Permit and Late Hours Certificate, at 709 Angelita St. Ste A, also being Lots 23-25, Pueblo Amistad Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premise Permit and Late Hours Certificate. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on October 25, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on October 16, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use with the condition that two (2) armed security guards be present during their hours of operation at their regular meeting of December 4, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
NOVEMBER 19, 2024**

On Tuesday, November 19, 2024, 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	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	JP Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza

ABSENT: None

STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Eden Ramirez	Interim City Attorney

Also present: Xavier Salinas, Asst. City Manager, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, MariCarmen, Asst. Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Chris Sanchez, Asst. Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks and Recreation Director, Lily Alvarez, Airport Director, Rosa Badillo, Court Coordinator, George Quilantan, Inframark and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, November 15, 2024.

B. Invocation.

Pastor Steven Wagenknecht, Abiding Savior Lutheran Church led the invocation.

C. Pledge of Allegiance.

Mayor Gonzalez 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) Recognition - Benita Valadez, Weslaco Economic Development Board Member.

Mayor Gonzalez along with City Commission recognized Benita Valadez on her service and dedication as a Weslaco Economic Development Board Member.

- 2) Recognition - Weslaco East Wildcat Cross Country District Champions

To be done at the next regular meeting.

- 3) Proclamation - Valley Nature Center - 40th Year Anniversary

Mayor Gonzalez along with City Commission proclaimed and recognized November 19, 2024 as the “40th Anniversary of the Valley Nature Center”.

- 4) Proclamation - Children's Grief Awareness month.

Mayor Gonzalez along with City Commission proclaimed the month of November as “Children’s Bereavement Awareness Month”.

II. PUBLIC COMMENTS

Sylvia Sanchez Garza thanked the commission for all their service to Weslaco a community that is growing and prospering, her dad’s vision, Mayor Joe V. Sanchez, was to see Weslaco grow, see the future of the children to be leaders, educators and all that they can be and thanked the commission for continuing with actions in supporting the children. Invited the community and the commission to the “Mayor Joe V. Sanchez Memorial Book Festival” Saturday, March 1, 2025.

III. REPORTS

A. Animal Care Services.

Jose Alvarez, Supervisor, went over the life release rates for July was 31%, August 55% and September 69%, presented rescues and stated they all receive vaccinations upon intake; went over upcoming adoption events, working on tentative dates for rabies clinic in December at Morenos and in January adoption event at Morenos for cats only.

B. Inframark.

George Quilantan, Inframark, briefly reported on a chemical release at the old part of the plant facility that had the old raw pump station that was relocated the NE side of the reservoir and looking to identify why the chemical release happened and stated his staff stopped immediately the release of the chemical; stated a water leak at the water plant was repaired; went over the lift station corrective maintenance for Lift Stations 49, 10, and 25; went over the capital improvements for the South Wastewater Treatment, North Wastewater Treatment, Water Treatment Plants and Lift Stations; reported the October flows for the Water Treatment Plant was 5.9mgd, operating at 46% capacity; North Wastewater Treatment Plant flow was 2.4mgd, operating capacity at 49%, South Wastewater Treatment Plant flow was 1.6mgd, operating capacity was at 64%.

IV. PUBLIC HEARING

A. To solicit input on behalf of Abraham Martinez to approve a Conditional Use Permit to operate an event center at 505 W Bus 83., also being an 4.22ac Net, out of FT 1507 Lot 1 & AN IRR TR N394.11' Lot 8, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

B. To solicit input on behalf of All Valley UPull It, LLC., to rezone 236 Mile 2 ½ W. Rd., also being 7.45-acres out of Farm Tract 1034 Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to I – Industrial District.

No comments.

C. To solicit input on behalf of Franco Ramirez to rezone 503 S Illinois, also being Lots 20- 22, Block 44, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary & Highway Business District.

No comments.

D. To solicit input on behalf of the City of Weslaco to reauthorize Guidelines and Criteria governing Tax Abatement Agreements.

No comments.

E. To solicit input on behalf of the City of Weslaco for designation of the Weslaco Reinvestment Zone No. 3 for property legally described as the N1000'-E929.77' & W59.17'-E345.89'-S286.72', Farm Tract 1028, 21.67 acres gross 20.75 net, Adams Tract Subdivision, Weslaco, Hidalgo County Texas.

No comments.

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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

A. Approval of the Minutes of the Special Meeting on November 6, 2024. (Staffed by City Secretary Department.)

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

1) Ordinance 2024-32 authorizing and allowing under the act governing the Texas Municipal Retirement System, "Updated Service Credit", and establish an effective date for such action. First reading was held November 6, 2024. (Staffed by Human Resources Department.)

C. Approval of six-month extension for the Final Plat for J&P Estates Subdivision being 4.00 acres out of the South 20.00 acres out of Farm Tract 130, Block 162, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the southwest corner of Cypress and North Border Ave. (Staffed by Planning & Code Enforcement Department.)

D. Approval of three-month extension for 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. (Staffed by Planning & Code Enforcement Department.)

E. Approval to renew the lease agreement for the building located at Mayor Pablo G. Pena Park with the Boys & Girls Club of Weslaco for a new 2-year term ending September 30, 2026. (Staffed by Parks & Recreation Department.)

F. Approval to apply for the ERate 2024-2025 Grant program to be used for computing infrastructure within the new library, accept funds upon award, accept additional funding if awarded. (Staffed by Library Department.)

G. Approval to accept donated monies and gift donations from local vendors and/or the public for library programming within Fiscal Year 2024-2025. (Staffed by Library Department.)

H. Approval to accept the Operation Lone Star Grant in the amount of \$250,000 (Grant # 5165301) for the Police Department for use of overtime on border security with no local match required. (Staffed by Police Department.)

I. Approval to accept FY25 Border Zone Fire Departments (BZFD) Grant Award #5103501 in the amount of \$82,500.00 with NO MATCH and no RECURRING costs to purchase portable radios for the Fire Department (Staffed by Fire Department.)

J. Approval of the annual subscription renewal to Rio Grande Valley Communications Group for radio communication services to all city departments from October 1, 2024 - September 30, 2025 in the amount of \$120,040.00. (Staffed by Fire Department.)

K. Approval on the Order for the Special Run-Off Election on December 14, 2024, for City of Weslaco Commissioner At Large. (Staffed by City Secretary.)

L. Approval of a one (1) year renewal from RFB 2022-23-31 with Pico, our current fuel supplier. (Staffed by Public Works Department.)

M. Approval of Resolution 2024-76 for the annual request to host the Weslaco Lighted Christmas Parade on Saturday, December 14, 2024, along with Santa Dash 5k/fun run hosted by the Weslaco Area Chamber of Commerce from 4 p.m. to 9 p.m., request for street closures on Texas Boulevard from Pike Boulevard to Sixth Street, approval of the use of City Hall parking lot to stage 5k/fun run participants for start and end of run, request for support from Weslaco PD, Public works and Parks and Recreation Departments. Request to waive any required fees and

approve agreement required by the Texas Department of Transportation for the proposed street closure affecting state right of-way. (Requested by the Weslaco Chamber of Commerce.)

N. Approval to declare surplus items/vehicles and authorization to sell through online auction portal GovDeals or dispose of such declared surplus deemed unsafe. (Staffed by Finance.)

O. Approval to solicit bids for the Weslaco Pedestrian 2022 Project, Phase 2 funded under the Lower Rio Grande Development Council's 5310 Program. (Staffed by Engineering Department.)

Following for the record is caption for Ordinance 2024-32.

ORDINANCE 2024-32

AN ORDINANCE REGARDING THE CITY OF WESLACO'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS ADOPTING: (1) UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (2) AN ANNUITY INCREASE, ALSO REFERRED TO AS A COST-OF-LIVING ADJUSTMENT (COLA) FOR RETIREES AND THEIR BENEFICIARIES.

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

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

APPROVED AS TO FORM:
/s/Benjamin Castillo, INTERIM CITY ATTORNEY

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

E. Approval to renew the lease agreement for the building located at Mayor Pablo G. Pena Park with the Boys & Girls Club of Weslaco for a new 2-year term ending September 30, 2026. (Staffed by Parks & Recreation Department.)

Martin Garza, City Manager, requested no action and bring back to the commission at the next regular meeting.

No action.

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2024-77 appointing a member to the Planning & Zoning Commission. (Staffed by City Secretary/Planning Department.)

Norma A. Cantu, City Secretary, stated a reappointment was needed and the nominee from Mayor Pro Tem Farias was to reappoint Juan J. Trevino.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve Resolution 2024-77 reappointing Juan J. Trevino to the Planning & Zoning Commission as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Abraham Martinez to approve a Conditional Use Permit to operate an event center at 505 W Bus 83., also being 4.22ac Net, out of FT 1507 Lot 1 & AN IRR TR N394.11' Lot 8, West Tract Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated twenty-two property owners were notified, and no objection was received; applicant proposed to operate an event center for large occasions such as weddings. The Planning and Zoning Commission recommended approval subject to one security guard be on duty during late hours. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve a Conditional Use Permit to operate an event center at 505 W Bus 83 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration after public hearing on behalf of All Valley UPull It, LLC., on Ordinance 2024-33 to rezone 236 Mile 2 ½ W. Rd., also being 7.45-acres out of Farm Tract 1034 Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to I – Industrial District. First reading of Ordinance 2024-33. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated five property owners were notified, and no objection was received; the applicant was annexed into the city in 2014 as single family residential but existing use was a junkyard; a new owner of the property continued the use and operated as a junkyard; applicant wished to correctly zone the property based on the use of the property. The Planning and Zoning Commission and staff recommended approval based on existing and past land use.

In response to Commissioner Pedraza, staff stated applicant has and will continue the existing use; vehicular traffic is heavy weight that has always occurred for the roadway. Mayor Gonzalez stated preliminary discussions will be happening with other entities to form partnerships for future plans of roadway use, construction and maintenance.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve Ordinance 2024-33 to rezone 236 Mile 2 ½ W. Road as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration after public hearing on behalf of Franco Ramirez on Ordinance 2024-34 to rezone 503 S Illinois, also being Lots 20–22, Block 44, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary & Highway Business District. First reading of Ordinance 2024-34. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty property owners were notified, and no objection received; applicant proposed a shell space for now and will build to suit tenant's preference such as an event center or offices. The Planning and Zoning recommended a B-1 use and staff recommended approval of B-2 based on surrounding land use of similar type zone.

Martin Garza stated the surrounding use and land use plan is mostly a general commercial type of use and the B-2 would allow flexibility to the applicant on permitted activity in the space such as an event center with a conditional use permit and recommended approval of the B-2. Applicant Franco Ramirez was in attendance and requested favorable consideration.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve Ordinance 2024-34 to rezone 503 S Illinois as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration to approve purchase of a 2024 Chevrolet 1500 Silverado budgeted on FY 24-25 budget from Caldwell County Buyboard Contract #724-23 in the amount not to exceed \$38,324.00 (Staffed by Planning and Code Enforcement.)

Mayor Pro Tem Farias and Commissioner Rodriguez abstained from vote and discussion.

Joe Pedraza, Asst. Director of Planning and Code Enforcement, stated this was a budgeted purchase and recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the purchase of a 2024 Chevrolet 1500 Silverado budgeted on FY 24-25 budget from Caldwell County Buyboard Contract #724-23 as presented. The motion carried; Mayor Pro Tem Farias and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

E. Discussion and consideration to approve electrical upgrades at the Weslaco Animal Care Services facility not to exceed \$35,000.00. (Staffed by Planning and Code Enforcement/Animal Care Division.)

Joe Pedraza stated upgrades have been in discussions in the past; the shelter has outgrown its current operations; upgrades include new utility poles, drops from AEP, new meter set up and will benefit the entire east side of the shop for future growth. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve electrical upgrades at the Weslaco Animal Care Services facility not to exceed \$35,000.00 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration to approve lease agreement of a 2024 Chevrolet Tahoe as support vehicle budgeted on FY 24-25 budget from D&M Commercial Leasing under Buyboard Contract #652-21 in the amount not to exceed \$50,284.41. (Staffed by Fire Department.)

Antonio Lopez, Fire stated this was budgeted and is a support vehicle that will replace a 2004 Ford Expedition. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the lease agreement with D&M Commercial Leasing for a 2024 Chevrolet Tahoe not to exceed \$50,284.41 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration on Resolution 2024-78 electing to participate in Tax Abatement Agreements and approve the guidelines and criteria for Tax Abatement Agreements and providing an effective date. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the resolution would adopt policy, guidelines and criteria for Tax Abatement Agreements; tax abatements help foster economic growth by providing property tax rebates to developers and property owners as an incentive to develop and invest in Weslaco; went over the criteria and guidelines that would be administered by Weslaco Economic Development Corporation with any tax abatement agreement to be approved or denied by the commission; the guidelines and criteria if approved are for two years and upon expiration would need commission action to continue. Staff recommended approval and all procedural actions have been done.

Eden Ramirez, Interim City Attorney, stated the resolution was in order and clarified it only sets the terms, criteria and guidelines for consideration of property tax rebates for the next two years that is permissible under the Tax Code Chapter 312; allows cities to provide oversight and incentives such as property tax relief to developers to come to Weslaco and the commission has the authority to approve or deny an incentive/abatement to the requestor based on project eligibility and noted it was for a two-year period and must be reauthorized once the time has lapsed; each request is on a case by case basis and the commission has the final authority on what incentives will be given.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2024-78 electing to participate in Tax Abatement Agreements and approve the guidelines and criteria for Tax Abatement Agreements as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration on Resolution No. 2024-79 for adoption and designation of the Weslaco Reinvestment Zone No. 3 for property legally described as the N1000'-E929.77' & W59.17'-E345.89'-S286.72', Farm Tract 1028, being 21.67 gross acres and 20.75 acres net, Adams Tract Subdivision, Weslaco, Hidalgo County Texas. (Staffed by Finance Department.)

Rosie Cavazos stated the resolution would create/designate the Weslaco Reinvestment Zone No. 3; a reinvestment zone is required for consideration of a tax abatement agreement for the development of a project and stated the zone does not guarantee a requestor approval of tax rebate/incentives; the commission may designate any portion of land within its jurisdiction as a commercial reinvestment zone and presented a site location of the proposed Weslaco Reinvestment Zone No. 3. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution No. 2024-79 for adoption and designation of the Weslaco Reinvestment Zone No. 3 for property legally described as the N1000'-E929.77' & W59.17'-E345.89'-S286.72', Farm Tract 1028, being 21.67 gross acres and 20.75 acres net, Adams Tract Subdivision, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to accept and file the Financial Reports (unaudited) as of September 30, 2024 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund. (Staffed by Finance Department.)

Rosie Cavazos reported the General Fund had a positive change of \$2.9million; revenues collected were \$36.8million with expenditures of \$34.4million and an operating surplus of \$2.4million; sales taxes collected was \$15million and interest earned was \$959,000 and number of working capital days is 125 days; 96.86% of advalorem tax collected; Water/Wastewater had a negative change in fund balance of \$419,069 with 55 days of working capital and stated the current fee structure would need to be revisited and prioritized for sustainability of services; Sanitation fund had a positive fund balance of \$732,826 with 72 days of working capital; Airport fund still reflects a negative net change of \$861,140, negative number of working capital days and awaits reimbursement from awarded grants. Staff recommended acceptance and filing of the financials for the period ending September 30, 2024.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to accept and file the Financial Reports (unaudited) as of September 30, 2024, for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration to accept and file the Quarterly Investment Report for period ending September 30, 2024. (Staffed by Finance Department.)

Rosie Cavazos reported deposits have remained constant and interest received continues to outpace projections; interest earned is \$3,111,945; \$959,687 in interest was recognized by the General Fund and the remaining balance went to the respective capital projects funds. Staff recommended acceptance and filing of the Quarterly Investment Report for period ending September 30, 2024.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to accept and file the Quarterly Investment Report for period ending September 30, 2024, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration to approve the close out of the Mile 6 Expansion Joint Project with Hidalgo County Precinct #1 and authorize final payment of any outstanding invoices in an amount not to exceed \$668,753.72. (Staffed by Finance Department.)

Rosie Cavazos stated the City and Hidalgo County Precinct 1 agreed to close out the project and the final payment from the City is \$668,735.72; payment included a credit of \$27,807 that resulted in a payment to Southern Trenchless for a sewer bypass setup; funds will be from the remaining balance of the Series 2013, in the amount of \$364,661.37 and a transfer from General Fund balance of \$304,074.35. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Rodriguez moved to approve close out of the Mile 6 Expansion Joint Project with Hidalgo County Precinct #1 and authorize final payment of any outstanding invoices in an amount not to exceed \$668,753.72 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to approve Resolution 2024-80 regarding the City Manager's hiring authority. (Staffed by City Manager.)

Martin Garza stated the resolution clarified the authority of the City Manager to hire all city employees to ensure efficient and effective operations of city services; key positions that require appointments by the commission is Municipal Judges, Prosecutors and City Attorney; positions that are higher on the city's organizational chart such as Directors of any department and Assistant City Manager are done by the City Manager who will notify the commission of the selected individual.

Eden Ramirez, Interim City Attorney, stated the City Charter has language regarding the hiring of employees that interchangeably has words that may be interpreted differently; reviewed and recommended to approve the resolution that would clarify the authority of City Manager to hire all employees with the exception of positions that require commission approval such as Municipal Judges, Prosecutors and City Attorney; those positions such as employees higher on the City's organizational chart, a director, the City Manager shall notify the commission prior to hiring.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to approve Resolution 2024-80 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration to amend the Public Affairs Consultant agreement with Prisylla Jasso. (Staffed by City Manager.)

Martin Garza stated the amendment was to the agreement approved by the Commission in August 2024 for the Public Affairs Consultant Prisylla Jasso; amendment would add to Section 3 reimbursement of travel expenses not to exceed \$1,000 per month and must be authorized in advance by the City Manager or his designee.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to amend the Public Affairs Consultant agreement with Prisylla Jasso as presented. (Staffed by City Manager.) The motion carried unanimously; Mayor Gonzalez was present and voting.

N. Discussion and consideration to approve Resolution 2024-81 to allocate votes in the election for the 2025-2027 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code. (Staffed by City Manager.)

Martin Garza stated previous commission action nominated Joe Olivarez as a candidate to the 2025-2027 Board of Directors of the Hidalgo County Appraisal District; stated the city has been allocated 85 votes for either a single candidate or distributed to other candidates on the ballot.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve Resolution 2024-81 to allocate all 85 votes to Joe Olivarez as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

O. Discussion and consideration on Resolution 2024-82 authorizing a one-time retention stipend of \$1,000 for eligible non-civil service employees. (Staffed by City Manager.)

Rosie Cavazos stated an employee retention program was initiated in March 2024 and a tier method based on years of service was approved; a recommendation based on discussions with administration, would be to value the years of service at \$1,000 for eligible non-civil employees; went over the impact to the general fund, water/wastewater, solid waste and airport funds. Staff recommended approval and direction on a date for the one-time incentive stipend that could be December 6 or 20; the general fund had additional monies available but would still require a mid-year budget amendment and the enterprise funds will be used as a “salary sweep” to offset the differences.

In response to Mayor Pro Tem Farias, Rosie Cavazos stated the employee would have the mandatory taxes deducted; for the employee to net \$1,000 the amount would need to increase to about \$1,200. Mayor Pro Tem Farias stated he would want the employee to net \$1,000 to be paid on December 6. In response to Commissioner Pedraza and Rodriguez the increase would have an additional impact of \$35,000 and the city could handle this.

A brief discussion on a net payment of \$1,000 took place with the consensus of the commission wished to see this done for the employees.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve Resolution 2024-82 and increase the one-time stipend to allow for a net payment of \$1,000 be paid December 6, 2024, for eligible non-civil service employees as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

P. Discussion and consideration to award RFB No.: 2023-24-05 City of Weslaco Public Library Construction Project to NM Contracting of McAllen, Texas for the base bid, alternates No. 1, No.2, and No.5 for an amount not to exceed \$9,571,600. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks & Recreation Director, stated three bids were received and evaluated for the New Library Construction Project that included a base bid and five alternates for consideration. Staff recommended the low bidder NM Contracting in the amount of \$9,000,240 and alternate bid #1 to expand colonnade and canopy east-side in the amount of \$180,000, alternate bid #2 for the outdoor programming space in the amount of \$360,500, alternate bid #5 for the communication conduits and pull-boxes in the amount \$27,900 for a total contract award in the amount of \$9,571,600.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve NM Contracting with alternate bids 1, 2 and 5 for a total contract award of \$9,571,600 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Q. Discussion and consideration to submit to an agreement with D&M Leasing Contract #652-21 to lease 3 police Tahoe units with emergency equipment for an amount not to exceed \$225,000.00. (Staffed by the Police Department.)

Mayor Pro Tem Farias and Commissioner Rodriguez abstained from discussion and vote.

Joel Rivera, Police Chief, stated the expenditure was budgeted; vehicles included emergency equipment and would be assigned to the patrol division. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve D&M Leasing Contract #652-21 to lease 3 police Tahoe units with emergency equipment for an amount not to exceed \$225,000.00 as presented. The motion carried; Mayor Pro Tem Farias and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

R. Discussion and consideration of the purchase of a New Vermeer Jetter VX75-500 from Buyboard contract 684-22 vendor Vermeer Texas-Louisiana in the amount of \$178,118.82 for collections department (Staffed by Public Works Department.)

Mayor Pro Tem Farias and Commissioner Rodriguez abstained from discussion and vote.

David Arce, Public Works Director, stated the Vermeer trailer jetter would be for the water collections divisions; equipment allows for accessing tight spaces and the current jetter is over 10 years old and in need of repairs estimated at over \$75,000. Staff recommended approval and budgeted.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve as presented. The motion carried; Mayor Pro Tem and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

S. Presentation and interview of the top three ranked firms for RFQ #2024-25-03 GIS Solutions and Services Project. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated twelve responses were received; a review committee was formed that evaluated and scored the responses based on their statements of qualifications with the top three selected for interviews being SAM, AIM GIS and IMEG

Ethan Herbek, SAM, Sergio Castro, AIM GIS. Trip McLaughlin IMEG each presented their firm's experience, services, office location, staffing and roles, availability to the client and work to develop the collection of different data, platforms, software as required by the client.

A brief question and answer followed each presentation from the commission regarding on going updated technology, ownership of data and office locations.

T. Discussion and consideration of contract award for RFQ No. 2024-25-03 GIS Solutions and Services to the most qualified and advantageous respondent. (Staffed by Engineering Department.)

Albert Aldana stated AIM GIS was the highest ranked upon completion of the tabulated scores and staff recommended to award AIM GIS.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to award AIM GIS Solutions as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VIII. EXECUTIVE SESSION

At 7:55p.m. Commissioner Pedraza seconded by Commissioner Rodriguz moved to convene the special meeting into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 8:40 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the special 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. Legal Consultation - Consultation with City Attorney on legal opinion related to the appointment of a Municipal Judge as authorized by Section §551.071 of the Texas Government Code.

No action.

C. Legal Consultation – 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.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

No action.

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

No action.

F. Legal Consultation - Consultation with City Attorney regarding potential litigation relating to prescriptive easement legally described Lots 22-25, Block 8, L.D. Morgans Addition, Weslaco, Hidalgo County, Texas as authorized by Section §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with City Attorney regarding pending claims and contemplated litigation as authorized by Section §551.071 of the Texas Government Code.

No action.

H. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being 35.28 acres except the southeast 1.90 acre for 33.38 net acres of land out of Farm Tract 59, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

No action.

I. 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

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to adjourn the regular meeting of November 19, 2024, at 8:40 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1155	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Vittoria Subdivision being 42.18-acre out of Farm Tract 165 and 166, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the southeast corner of Midway and Interstate 2. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed eighty (80) lot subdivision is located inside the City of Weslaco. A six-month extension of Final Plat approval is set to expire on December 20, 2024. This is the 2 nd extension. The project is about 58% completed. Pending testing for compactions, pressure mandrel and roadways. 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 request at their regular meeting of December 4, 2024.			
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: Six-Month Ext Vittoria- Memo, Time Extension Letter 2, Vittoria Subdivision Extension			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

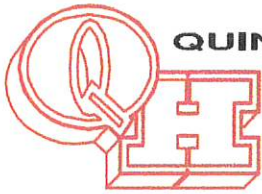
RE: Vittoria - Six-Month Extension

DATE: December 9, 2024

The proposed eighty (80) lot subdivision is located inside the City of Weslaco. Final Plat approval is set to expire on December 20, 2024. This is the 2nd extension for the subdivision. The developer is 58% complete and is pending testing for compactions, pressure mandrel and roadway.

Thank you,

Rebekah de la Fuente, CFM



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

September 24, 2024

Ms. Rebekah de la Fuente
Senior Planner
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Vittoria Subdivision

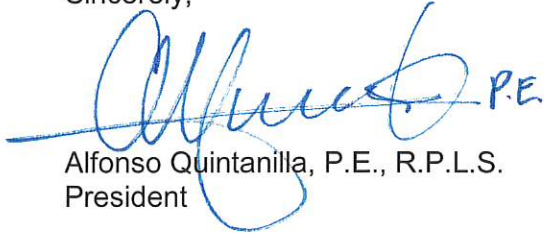
Dear Ms. de la Fuente:

I am requesting a time extension of six months for the approval of this subdivision.

Please review this request and present it to the Planning and Zoning Commission and the City Commission for their consideration.

Should you have any questions, please feel free to call me at 381-6480.

Sincerely,



Alfonso Quintanilla, P.E., R.P.L.S.
President

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#)
Subject: Vittoria Subdivision Extension
Date: Tuesday, April 23, 2024 10:18:11 AM
Attachments: [image001.png](#)

Good Morning,

This E Mail is to respond to the Extension request for the Project of Vittoria Subdivision. This project is about maybe 65% completed. Still needs testing for compactions, Pressure testing, Mandrel testing and roadways as well. If you have any questions or concerns, please feel free to contact.

_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



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1176	
From:			
Subject: Approval to Accept a Grant Award from the Department of Energy in the amount of \$71,255.96 under the Energy Efficiency and Conservation Block Grant for the purchase of two Ford Maverick Hybrid Trucks for Public Works and five Electric Bikes for the Weslaco Police Department. (Staffed by Grant Manager.)			
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):			
Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval authorizing the acceptance of a grant award from the Department of Energy.			
Attachments, if any: EECBG Award Memo			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: December 17, 2024
Subject: Energy Efficiency and Conservation Block Grant Program Award Acceptance

Item Explanation:

The City of Weslaco is requesting permission to accept a grant award from the Department of Energy under the Energy Efficiency and Conservation Block Grant Program. The award amount is \$71,255.96, which will fund the purchase of two Ford Maverick Hybrid trucks for the Public Works Department and five electric patrol bikes for the Weslaco Police Department, no matching funds are required.

The two Ford Maverick trucks will be used for administrative duties and various operations within the Public Works Department. The five electric patrol bikes will support the Police Department in community engagement initiatives, allowing officers to participate in parades, special events, downtown patrols, and local 5k events.

The grant award presents a valuable opportunity to improve municipal operations while promoting energy efficiency and community interaction.

Recommendation:

Staff recommends approval authorizing the acceptance of a grant award from the Department of Energy.

Gabriel E. Perez, MPA
Grant Manager
City of Weslaco
Email: Gperez@weslacotx.gov
Phone: (956) 805-4330



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1177	
From:			
Subject: Approval to Submit a Grant Application to the Firehouse Subs Public Safety Foundation in the amount of \$45,000. Funding will be utilized for the acquisition of automatic stretchers. No matching funds from the City of Weslaco is required. (Staffed by Grant Manager.)			
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):			
Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation.			
Attachments, if any: Firehouse Subs Memo			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: December 17, 2024
Subject: Firehouse Subs Public Safety Foundation Application Submission

Item Explanation:

The City of Weslaco seeks approval to submit a grant application to the Firehouse Subs Public Safety Foundation in the amount of \$45,000. If awarded, this funding will be used to acquire automatic stretchers to enhance the safety and efficiency of emergency response services within the community.

The Firehouse Subs Public Safety Foundation is dedicated to supporting public safety organizations by providing resources to purchase lifesaving equipment. Automatic stretchers are critical tools for improving both patient care and the safety of emergency responders during medical emergencies. These stretchers are designed to reduce physical strain on responders while ensuring patients are transported with greater ease and security.

The requested grant amount is \$45,000, there is no matching fund requirement for this application. This ensures that the City of Weslaco can pursue this opportunity without incurring additional financial obligations.

Recommendation:

Staff recommends approval authorizing the submission of a grant application to Firehouse Subs Public Safety Foundation.

Gabriel E. Perez, MPA
Grant Manager
City of Weslaco
Email: Gperez@weslacotx.gov
Phone: (956) 805-4330



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1199	
From:			
Subject: Approval to Submit a Grant Application to the Texas Health and Human Services Department for funding under the Zoonosis Control Animal Friendly Spay and Neuter Grant Program in the amount of \$30,000. Funding will be used for Spay and Neuter Projects in the City of Weslaco. No matching funds from the City of Weslaco required. (Staffed by Grant Manager.)			
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):			
Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval authorizing the submission of a grant application to the Zoonosis Control Animal Friendly Spay and Neuter Grant Program.			
Attachments, if any: Zoonosis Spay & Neuter Grant			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: December 17, 2024
Subject: Zoonosis Control Animal Friendly Spay and Neuter Grant Program
(Texas Health & Human Services)

Item Explanation:

The City of Weslaco is seeking approval to apply for the Zoonosis Control Animal Friendly Spay and Neuter Grant, offered by the Texas Health and Human Services Commission (THHSC). This grant provides funding to local governments and organizations to support free or low-cost spay and neuter services as a means of addressing pet overpopulation in communities.

The City of Weslaco is seeking to apply for \$30,000 through the Zoonosis Control Animal Friendly Spay and Neuter Grant. This funding opportunity does not require any matching funds, making it a cost-effective way to support essential spay and neuter services in the community.

Recommendation:

Staff recommends approval authorizing the submission of a grant application to the Zoonosis Control Animal Friendly Spay and Neuter Grant Program.

Gabriel E. Perez, MPA
Grant Manager
City of Weslaco
Email: Gperez@weslacotx.gov
Phone: (956) 805-4330



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1200	
From:			
Subject: Approval to Submit a Grant Application to the U.S. Department of Homeland Security for funding under the Fiscal Year 2024 Assistance to Firefighters Grant Program in the amount of \$240,000. Funding will be utilized for the purchase of Automatic Stretchers. A local match requirement of 10% (\$21,818.18) is required. (Staffed by Grant Manager.)			
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):			
Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval authorizing the submission of a grant application to the Department of Homeland Security for funding under the FY24 Assistance to Firefighters Grant Program			
Attachments, if any: FY24 AFG Memo, AFG Match Calculator			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: December 17, 2024
Subject: Approval to Submit a Grant Application for the FY2024 Assistance to Firefighters Grant Program

Item Explanation:

The Assistance to Firefighters Grant program is a competitive funding opportunity designed to support fire departments and first responders in improving their operational efficiency, safety, and service delivery. The Weslaco Fire Department intends to utilize this solicitation to apply for funding to acquire automated stretchers. These stretchers are essential for modern emergency response, as they reduce the physical strain on emergency personnel, enhance the safety and comfort of patients during transport, and streamline emergency medical operations.

The AFG program requires a 10% matching contribution for jurisdictions serving more than 20,000 residents but fewer than 1 million residents. This means the City of Weslaco must commit \$21,818.18. With FEMA addressing the remaining \$218,181.81. This matching requirement ensures local commitment while leveraging substantial federal funding for this critical public safety project.

Recommendation:

Staff recommends approval authorizing the submission of a grant application to the U.S Department of Homeland Security for funding under the FY2024 Assistance to Firefighters Grant Program.

Gabriel E. Perez, MPA
Grant Manager
City of Weslaco
Email: Gperez@weslacotx.gov
Phone: (956) 805-4330

Assistance to Firefighters Grant Program

Cost Share Calculator

To assist with determining your organization's Local Cost Share for Assistance to Firefighters Grant (AFG) Program funding, a calculator and explanation of the formula is provided below. All applicants should ensure they are familiar with FEMA's administration of cost sharing requirements. Applicants are not required to have their cost share available when submitting the application, but the cost share should be available when the application is accepted. For additional information, refer to the Cost Share and Maintenance of Effort Requirements section of the Notice of Funding Opportunity.

Determine the Organization's Local Cost Share Percentage

Per the Assistance to Firefighters Grant statute at 15 U.S.C. § 2229(k)(1), the non-federal cost share must be "an amount equal to not less than" (i.e., at least) 5%, 10%, or 15% depending on the population being served. In order to meet statutory requirement, FEMA develops the mathematical formula to support grant recipients in determining the appropriate minimum amount of cost share required for the awarded items they receive. In addition, FEMA will round down any decimals where the cost share calculations produce an amount with more than two digits after the decimal. For example, if the calculation of a 5% cost share leads to \$66,666.6667 for the federal share and \$33,333.3333 for the non-federal share, FEMA will round down the federal share to \$66,666.66 (and round up the non-federal share to \$33,333.34) to ensure that the non-federal share is at least 5%, 10%, or 15% as applicable. The final awarded activity included in an award package is considered the total project cost of that award, and it is used as the baseline to establish the federal share amount as well as the recipient share derived thereof. Cost share requirements for AFG Program Grants are based on census population. To determine the Local Cost Share Percentage, use the guide below:

15%= When serving a jurisdiction of more than 1 million residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15% of the grant awarded.

10%= When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 10% of the grant awarded.

5%= When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 5% of the grant awarded.

Once you have determined your Organization's Local Cost Share Percentage, use the formula below to determine the Organization's Local Cost Share.

Example Cost Share Calculation

Total Project Cost:	\$100,000.00
Local Cost Share Percentage:	15%
Federal Funding Assistance:	\$86,956.52
Local Cost Share:	\$13,043.48



FEMA

Assistance to Firefighters Grant Program

EXAMPLE COST SHARE FORMULA

X = Federal Funding Assistance

Y = Total Project Cost

P = Local Cost Share percentage (decimals used in the calculation)

$X + (P)(X) = Y$

X = Federal Funding Assistance

Y = \$100,000

P = 15% or 1.15

$X + (P)(X) = Y$

$X = Y/1.15$

X = Federal Funding Assistance

Y = \$100,000

P = 15%

$X = \$100,000/1.15$ X = \$86,956.52

Local Cost Share = \$13,043.48

Use the Calculator Below to Determine the Local Cost Share for your Organization

Total Project Cost:

\$ 240,000.00

Local Cost Share Percentage:

10%

Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05

Federal Funding Assistance:

\$ 218,181.818

Local Cost Share:

\$ 21,818.182



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1179	
From: ARMANDO ESPINOZA			
Subject: Approval for application to the Office for Victims of Crime Grant (OVC) in the amount of \$10,000 no match required for printable material for child victims and witnesses. (Staffed by Police Department.)			
Background: These materials were designed to support children and youth during their involvement with the justice system as a victim or witness to a crime. They are available in different languages, for children of different age groups, for children from Tribal communities, for young survivors of human trafficking, and for those navigating criminal and family and dependency courts.			
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):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Child Witness Materials Applications for Printing_ 2nd Round (1)			
Responsibilities upon Approval:			



520 Eighth Avenue, New York, NY 10018

p. 646 386 3100

f. 212 397 0985

innovatingjustice.org

Courtney Bryan, Executive Director

Child Victims and Witnesses Support Materials Application for Printed Materials

The Center for Justice Innovation, with the support of the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime (OVC), is providing eligible applicants the opportunity to print and disseminate up to \$10,000 worth of [the child victims and witnesses support materials](#).

Project Background

Children and young people are amongst the most vulnerable members of our society and are widely regarded as requiring greater care and protection. However, despite this, children are frequently victims of or witnesses to violence, abuse, and other crimes including domestic violence, community violence, and commercial sexual exploitation. Resulting from this exposure to violence and victimization, children are often required to encounter and navigate criminal legal and child welfare systems. These systems are commonly regarded as intimidating, confusing and overwhelming for adults, let alone for children, whose systems involvement may exacerbate their trauma and distress. In addition, research indicates that children, despite their younger age, perceive procedural fairness as an important component of their justice system involvement, but this is often lacking. Procedural fairness would require children to have a better understanding of the legal system, which includes its processes, the roles of the professionals involved, and the sources of information that are used to make decisions.

The Center for Justice Innovation, with support from the U.S. Office for Victims of Crime (OVC), sought to address these systemic gaps and further the DOJ's mission of enhancing the field's response to young victims of crime. The result, after much national outreach and collaboration, is a series of illustrated booklets and graphic novels aimed at guiding and supporting child victims and witnesses as they navigate the justice system. Materials have been developed for three different age groups, 2-6, 7-12 and 13-18 years, with separate materials for criminal legal and child welfare settings. Each of the materials utilize illustrated narratives featuring child and adolescent characters that explain how the criminal legal and child welfare systems work in a child-friendly and developmentally appropriate way. The materials focus on normalizing and validating children's feelings and experiences; teaching healthy coping and resilience building skills; explaining the various processes and roles of the many criminal legal and child welfare system practitioners with whom the children will interact; providing tips for testifying; and informing children of their rights as a crime victim and/or witness. Translations

are available in Spanish, Chinese (simplified), Arabic, Vietnamese, and Haitian Creole.

In recognition of the unique and varied experiences of child victims and witnesses, specialized materials have been created for children aged 12-18 years who have experienced human trafficking. Translated versions of these materials are available in Spanish, Chinese (simplified), Vietnamese, Brazilian Portuguese, and African French. Specialized materials have also been created for Native American child victims and witnesses aged 2-18 years, which were designed by Native American authors and illustrators.

These Child Victims and Witnesses Support Materials are all available on [OVC's website](#) for free download and are intended to be used by any practitioner that works with child victims and witnesses. While this digitized approach provides excellent, immediate access to the materials, there are limitations to this approach if internet access is unstable or unreliable. Furthermore, several studies indicate that reading comprehension levels are higher for printed rather than digital books. This is particularly relevant for child victims and witnesses who have experienced trauma, which can affect brain development and cognition. Therefore, to further assist national dissemination and increase access and utilization of the materials, OVC has provided additional funds for agencies to apply for printed materials up to \$10,000 worth. The Center has subcontracted with a printing agency to print and ship the materials to selected applicants.

Eligibility

Applications for this printing opportunity can be accepted from the following agencies that work directly with child victims and witnesses:

- City or township governments
- County governments
- For profit organizations other than small businesses
- Native American tribal governments (Federally recognized)
- Native American tribal organizations (other than Federally recognized tribal governments)
- Nonprofits having a 501(c)(3) status with the IRS (other than institutions of higher education)
- Public and State controlled institutions of higher education
- Public housing authorities/Indian housing authorities
- Small businesses

How to Apply

Complete the online [application form](#) by January 31, 2025. The form will ask applicants to download, complete, and upload a separate excel form, itemizing the number of copies of materials that are being requested. A full list of the materials can be found at the bottom of this document or by referring to [OVC's website](#).

If you cannot access the application form or have any questions on how to complete the application, please email the Center's Child Witness Materials Project team at cwmp@innovatingjustice.org.

Selection Criteria

The Center and OVC will review applications with consideration of the following factors:

1. Details of agency (5 points)
2. Location and work with underserved communities and child victims and witnesses (15 points)
3. Proposed materials for printing (5 points)
4. Demonstrated need for funds for printing (5 points)
5. Clear distribution of the materials directly with child victims and witnesses (15 points)
6. Certification and statement of commitment (5 points)

Due to limitations in funding, priority will be given to agencies that are either based in rural areas or Tribal lands, or who work directly with child victims and witnesses in rural or Native American communities, and who demonstrate a clear need for this printing opportunity.

Selection and Timeline

The Center and OVC expect to award 15-20 agencies this printing opportunity during this application round. Please see below for an estimated timeline:

- November 14- January 31, 2025: Application round open for submissions.
- Mid-late February, 2025: Notification to all applicants.
- March- April 2025: Selected applicants will work with the Center to finalize the list of requested printed materials and shipping address. Agencies will then receive the printed the materials.

If you are unable to apply now, future application rounds are available. The next application round is tentatively scheduled for late Spring/early Summer 2025. Applicants that are not selected during this round may also be considered or rolled over to the next round.

List of Materials

Name	Focus Area	Age Range	Description	Languages Available
Brave Maya	General- child welfare/ dependency court	2-6 years	Picture book with story of Maya who interacts with the child welfare system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Maya's Homes	General- child welfare/ dependency court	2-6 years	Picture book with supplementary story of Maya going to a foster home	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
What is your job? In family or dependency court	General- child welfare/ dependency court	2-6 years	Guide describing professional roles in the child welfare system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
I Am Isabella	General- child welfare/ dependency court	7-12 years	Comic book with story of Isabella who interacts with the child welfare system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
I Am Still Isabella	General- child welfare/ dependency court	7-12 years	Comic book with supplementary story of Isabella going to a foster home	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Who is Everybody? In family or dependency court	General- child welfare/ dependency court	7-12 years	Guide describing professional roles in the child welfare system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
It's Not Just You	General- child welfare/ dependency court	13-18 years	Graphic novel with stories of Nishan & Lila who interact with the child welfare system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Who's That? In family or dependency court	General- child welfare/ dependency court	13-18 years	Guide describing professional roles in the child welfare system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Brave Oscar	General- criminal legal/ criminal court	2-6 years	Picture book with story of Oscar who interacts with the criminal legal system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese

Name	Focus Area	Age Range	Description	Languages Available
What is your job? In criminal court	General- criminal legal/ criminal court	2-6 years	Guide describing professional roles in the criminal legal system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
I Am Malik	General- criminal legal/ criminal court	7-12 years	Comic book with story of Malik who interacts with the criminal legal system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Who is Everybody? In criminal court	General- criminal legal/ criminal court	7-12 years	Guide describing professional roles in the criminal legal system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
There's More to Me	General- criminal legal/ criminal court	13-18 years	Graphic novel with stories of 5 young people who interact with the criminal legal system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Who's That? In criminal court	General- criminal legal/ criminal court	13-18 years	Guide describing professional roles in the criminal legal system	English, Arabic, Chinese, Haitian Creole, Spanish, Vietnamese
Sergio's Story	Human Trafficking	12-18 years	Graphic novel with story of Sergio, who experiences labor trafficking	English, African French, Brazilian Portuguese, Chinese, Spanish, Vietnamese
Jamie's Story	Human Trafficking	12-18 years	Graphic novel with story of Jamie, who experiences sex trafficking	English, African French, Brazilian Portuguese, Chinese, Spanish, Vietnamese
Zoe's Story	Human Trafficking	12-18 years	Graphic novel with story of Zoe, who experiences sex trafficking	English, African French, Brazilian Portuguese, Chinese, Spanish, Vietnamese

Name	Focus Area	Age Range	Description	Languages Available
What's Going On? Your rights and who you'll meet	Human Trafficking	12-18 years	Guide detailing rights, roles, and responsibilities within the justice system	English, African French, Brazilian Portuguese, Chinese, Spanish, Vietnamese
Aiyana's Journey	Native American/Tribal Communities- child welfare & dependency court	2-6 years	Picture book with story of Aiyana who interacts with the child welfare system	English
Aiyana's Journey: Rights & Roles Book	Native American/Tribal Communities- child welfare & dependency court	2-6 years	Guide describing professional roles in the child welfare system	English
Edgar's Journey	Native American/Tribal Communities- child welfare & dependency court	7-12 years	Comic book with story of Edgar who interacts with the child welfare system	English
Edgar's Journey: Rights & Roles Book	Native American/Tribal Communities- child welfare & dependency court	7-12 years	Guide describing professional roles and rights in the child welfare system	English
Brandon's Path	Native American/Tribal Communities- child welfare & dependency court	13-18 years	Graphic novel with story of Brandon who interact with the child welfare system	English
Brandon's Path: Rights & Roles Book	Native American/Tribal Communities- child welfare & dependency court	13-18 years	Guide describing professional roles and rights in the child welfare system	English
Marvis & Rockee	Native American/Tribal Communities- criminal legal/criminal court	2-6 years	Picture book with story of Marvis who interacts with the criminal legal system	English
Marvis & Rockee: Rights & Roles Book	Native American/Tribal Communities- criminal legal/criminal court	2-6 years	Guide describing professional roles and rights in the criminal legal system	English

Name	Focus Area	Age Range	Description	Languages Available
Marvelous Mitch	Native American/Tribal Communities- criminal legal/criminal court	7-12 years	Comic book with story of Mitch who interacts with the criminal legal system	English
Marvelous Mitch: Rights & Roles Book	Native American/Tribal Communities- criminal legal/criminal court	7-12 years	Guide describing professional roles and rights in the criminal legal system	English
Maggie Mercury	Native American/Tribal Communities- criminal legal/criminal court	13-18 years	Graphic novel with story of Maggie who interacts with the criminal legal system	English
Maggie Mercury: Rights & Roles Book	Native American/Tribal Communities- criminal legal/criminal court	13-18 years	Guide describing professional roles and rights in the criminal legal system	English



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1180	
From: ARMANDO ESPINOZA			
Subject: Approval for application for the Gary Sinise Foundation First Responder Grant in the amount of \$12,999; no match required, for a stress reduction chair for dispatchers. (Staffed by the Police Department.)			
Background: Officer wellness is the sixth pillar of 21st century policing. Many other departments have also invested in the wellness of their first responders through acquiring massage chairs to help with both stress and body pain.			
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):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends approval.			
Attachments, if any: Law Enforcement Brochure, El Paso County Case Study, Bismark Police Case Study, Louisville PD Case Study			
Responsibilities upon Approval:			

INFINITY[®]

MASSAGE CHAIRS

The Benefits of Massage Chairs for Law Enforcement



Stress relief: Police officers often face high levels of stress and tension due to the demands of their job. Massage chairs can help alleviate stress by providing a soothing and relaxing experience, reducing muscle tension and promoting overall well-being.



Pain management: Long hours of standing, sitting in patrol cars, and wearing heavy gear can lead to chronic pain and discomfort for police officers. Massage chairs target specific muscle groups, helping to alleviate pain in areas such as the neck, shoulders, and lower back.



Improved circulation: The sedentary nature of police work, combined with the need for quick responses and long hours, can negatively impact blood circulation. Massage chairs stimulate blood flow, which can contribute to better circulation, reducing the risk of issues like numbness and tingling in extremities.



Enhanced focus and alertness: Regular massage sessions have been linked to improved cognitive function, including increased alertness and focus. For police officers who need to stay sharp and vigilant during their shifts, using a massage chair can be a valuable tool to maintain mental acuity.



Better sleep quality: The irregular and demanding schedules of police work can disrupt sleep patterns. Massage chairs can promote relaxation and release endorphins, contributing to better sleep quality. Improved sleep is essential for the overall health and performance of police officers on duty.

Don't just take it from us - take it from one of our satisfied clients!

"We love our new massage chair. It has been a game changer in our Police Department. Our employees can go into the Zen Den Room, where our massage chair is located, take a quick power nap, or just sit down for a short break and relax. The chair has given our employees a place to rest in a safe environment and a new form of relaxation. Our massage chair is our new tool to help our Officers, Dispatchers, and Professional staff handle the stress that comes with the job."

– Maria C. Pinole, CA Police Department



Scan **QR Code**
to watch video
about the Pinole
'Zen Den Room'

INFINITY[®]

72 Stard Rd Seabrook, NH 03874
www.infinitymassagechairs.com

For more info,
please contact:

Jason Drinkwater

Inside Sales Representative

603.910.5236 | jdrinkwater@infinitymassagechairs.com

Law Enforcement Testimonials



"I work for a law enforcement agency and wanted to allow our folks to decompress and relax at the station, especially after dealing with the stress of the job. We installed it in our wellness room and it was a hit from the first day. Our employees consistently take their breaks there incorporate wellness breaks as part of their routine. Great Investment for your people." – *Lt. Frank Giaime of Chula Vista Police.*



"We purchased a few Infinity Massage Chairs for the employees at the 911 communications center because of the positive health benefits related to massage therapy and we could not be happier with the results! The employees loved the massage chair! The massage chair has made for a less stressful work environment, and in their line of work, that is hard to accomplish! Whatever type of workplace you have, do your employees (and yourself) a favor and invest in an infinity massage chair." – *OC Communications Center*



"We absolutely love our new massage chair. It has been a game changer in our Police Department. Our employees can go in the Zen Den Room, where our massage chair is located, take a quick power nap, or just sit down for a short break and relax. The chair has given our employees a place to rest in a safe environment and a new form of relaxation. Our massage chair is our new tool to help our Officers, Dispatchers, and Professional staff handle the stress that comes with the job. The massage chair is one more way that we can keep our employees healthy while they work to keep the community safe."

– *Maria C. of Pinole Police*



"I want to personally thank you for making it possible for our Police Department to receive an Infinity Massage Chair. Our Employees work very hard and there well being is a top priority to me. Your generous offer for a discounted price on the chair is going to change the lives of our employees. I have seen a lot of authentic smiles over the past couple of days."

– *Chief Paul LeBaron of Hermosa Beach Police.*



"My name is Rae'ven, and I serve as the Project Coordinator for the UCSF Police Department. In our quest to create a stress-relief space for our on-duty officers, we partnered with Infinity to introduce their massage chairs into our relaxation room. These massage chairs have become the focal point of our space, providing a much-needed retreat for our staff during breaks and between long shifts.

The cutting-edge features, such as Bluetooth audio and nature sounds, heated functionality, and customizable massage options, set Infinity apart. Officers have reported tangible benefits, including reduced muscle tension, increased relaxation, and an overall improvement in well-being after using the massage chairs.

The positive feedback from our team has reinforced our belief in the effectiveness of Infinity massage chairs in combating the stresses of law enforcement. If you're a police department considering the establishment of a relaxation room, I recommend partnering with Infinity."

– *Project Coordinator Rae'ven Briosos-Moon UCSF Police Department*



"We purchased the IT-9800 Infinity Massage Chair for our 911 center, and it has been a huge hit. We placed the chair in our "quiet room", and it allows the Telecommunicators to relax for a quick break, or to experience an invigorating massage during a longer break. The stretching, heat, and "zero gravity" features - yet alone the deep massage action - of the IT-9800 feel like magic for the upper and lower back after a 12-hour shift of working at a desk. With the increased focus on First Responder well-being, a massage chair is a no-brainer to improve both physical and mental health. Every 911 center should have a massage chair."

– *Director D.T. Donaldson of MACC Dispatch.*

How Massage Chairs Benefit First Responders

CASE STUDY | EL PASO COUNTY | 911 DISPATCH

ABOUT

El Paso County 911 serves a population of around 865,000 people. The center strives to make a difference by providing outstanding, professional services that facilitate the vital connection between their community and emergency services.

CHALLENGE

Dispatchers have a highly stressful position. They need to work shifts of up to 12 hours where they are required to sit for long periods of time. They are the first point of contact for highly stressful and traumatic situations. This contributes to chronic stress which often leads to burnout. Due to burnout, 911 centers are often understaffed which then leads to an even more stress work environment.

SOLUTION

El Paso County 911 District was looking for a top-of-the-line massage chair that they could have readily available for their facility. The El Paso Regional Communications Center is always trying to make employee wellness a top priority.

TESTIMONIAL

"We have had the chairs for a few weeks and every first responder, whether it's a 9-1-1 telecommunicator or a police officer/fire fighter, has raved at how this was very much needed. The product itself is premium quality also matching the looks. We loved the product so much that we have already placed an additional order for another chair." ~Steven Villa, Public Safety GIS Coordinator, El Paso TX.



How Massage Chairs Benefit First Responders

CASE STUDY | BISMARCK, ND | POLICE DEPARTMENT

ABOUT

The Bismarck Police Department serves the capital of North Dakota. The PD serves a population of 73,622. The Bismarck PD's mission is to protect life and property, provide professional customer service, and foster community partnerships to preserve Bismarck's exceptional quality of life.

CHALLENGE

There has been increasing demands and stressors placed on sworn and civilian staff, especially after dealing with traumatic incidents. Staff have been dealing with both mental and physical stress. This stress has led to burnout and long-term lasting psychological impact.

SOLUTION

The Bismarck PD has created a quiet room sanctuary that supports officers beyond traditional means. In this quiet room, staff can unwind, destress, and mentally recharge after difficult encounters. By creating a dedicated space for relaxation and mental recovery the department aims to prevent burnout, reduce the risk of long-term psychological impact, and promote overall well-being.

TESTIMONIAL

"The massage chairs have quickly become an invaluable resource, providing officers with immediate relief and a much-needed respite. This initiative reflects the department's proactive approach to officer wellness, ensuring that those who serve the community have access to the tools and support necessary to maintain their mental health"

~ Deputy Chief Randy Ziegler, Support Services Commander for Bismarck ND PD.



How Massage Chairs Benefit First Responders

CASE STUDY | LOUISVILLE, KY | POLICE DEPARTMENT

ABOUT

Louisville Metro PD has a staff of 1,350 people serving a community of around 633,000 people. Louisville Metro PD has emerged as a leader in police wellness and hosted the 2024 IACP Officer Safety and Wellness Conference.

CHALLENGE

First responder face the daily demands of high-pressure situations, making their jobs incredibly stressful. The constant exposure to emergencies, traumatic events, and long, unpredictable hours can lead to physical fatigue, emotional exhaustion, and high levels of stress. Without the proper stress relief, these challenges can take a toll on their mental and physical health, potentially leading to burnout.

SOLUTION

Since the 2023 opening of LMPD's Summit Wellness Center the department's Wellness Unit has been looking for equipment and resources to address each of LMPD's five (5) pillars of wellness (Physical, Mental, Social, Financial, and Spiritual). The Summit Wellness Center is a three-story facility that has a full gym, officer lounge, meditation room, cafe, basketball court, classroom, and much more. The LMPD Wellness Unit sent out department wide surveys looking for the different resources and equipment the officers on LMPD would enjoy having at the wellness center, one of those pieces of equipment was a massage chair.

TESTIMONIAL

"Early on our department thought this was an unrealistic expectation but an impromptu encounter with the infinity massage chair vendors at the 2024 IACP Officer Safety and Wellness Conference brought this dream into reality. The vendors were extremely helpful and assisted LMPD leadership in getting a massage chair immediately. Since the March conference the officers and civilian employees of the LMPD have been enjoying the benefits of the massage chair: both physically and mentally, addressing two (2) of LMPD's wellness pillars. This purchase has been a huge moral booster and every officer who has had the opportunity to get in the chair loves it!" ~ LT Lopez (LMPD)





Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1204	
From:			
Subject: Approval to accept a grant award from BJA (FY 2024) Edward Byrne Memorial Justice Grant (Number 15PBJA-24-GG-04800) in the amount of \$10,885 no match required, to purchase Time Clock Plus Aldatec Software for scheduling. (Staffed by Police Department.)			
Background: Aladtec provides public safety employee scheduling to match shifts to rotation patterns and monitor minimum staffing requirements.			
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: October1, 2024 Commission Meeting. Approved for application.			
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 JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Q035232 - Weslaco Police Department TCP, Award_Package_FAW-186719 \$10,885			
Responsibilities upon Approval:			



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q035232
CONTRACT START DATE : 01/01/2025

CLIENT INFORMATION

Purchased for: Weslaco Police Department
Bill To: Weslaco Police Department

Contract Contact Name: Robert Lopez
Contract Contact Email: rlopez@weslacotx.gov

Billing Address: 300 S Bridge Avenue
weslaco Texas 78596
United States

Support Contact Name: Name
Support Contact Email: Email
Support Contact Phone: Phone
Start day of week:

Billing Contact Name: Robert Lopez
Billing Contact Email: rlopez@weslacotx.gov
Billing Contact Phone: 9564518037

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
12 MONTHS	12 MONTHS	NET 90	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ALADTEC IMPLEMENTATION SERVICES PREPAID HOURS	\$174.41	17	ONE-TIME	\$2,965.00
15 ALADTEC ENTERPRISE SUBSCRIPTION - ANNUAL	\$72.00	110	RECURRING	\$7,920.00

SUBTOTAL	\$10,885.00
TAXES	\$0.00
GRAND TOTAL	\$10,885.00
CURRENCY	USD

QUOTE EXPIRATION DATE : 10/18/2024

SPECIAL TERMS: OMNIA CONTRACT: 14-10
WESLACO PD OMNIA ID #: 5258567
NET 90 SO THE FIRST INVOICE IS DATED AFTER 1.1.2025

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

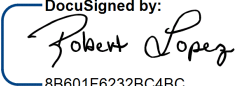
The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By:

DocuSigned by:

8B601F6232BC4BC...

By:

DocuSigned by:

7F89BDE20DCD401...

Name: Robert Lopez

Name: Derek McIntyre

Title: Captain

Title: COO



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF WESLACO LOCAL GOVERNMENT CORPORATION 255 S KANSAS AVE	
City, State and Zip:		WESLACO, TX 78596	
Recipient UEI:		GJMZDZZAN4J3	
Project Title: Weslaco Police Department Advance Scheduling Software.		Award Number: 15PBJA-24-GG-04800-JAGX	
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$10,885.00		Federal Award Date: 12/5/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: O			
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/25	
Budget Period Start Date: 10/1/23		Budget Period End Date: 9/30/25	
Project Description: The City of Weslaco will use JAG funds to purchase TCP Aladtec software which provides thier public safety employees scheduling to match shifts to their rotation patterns and monitor minimum staffing requirements. It protects time integrity by retiring outdated processes and removing scheduling strains, so they can keep the agency properly staffed, connected, and engaged.			

Award Letter

December 5, 2024

Dear Adrian Gonzalez,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF WESLACO LOCAL GOVERNMENT CORPORATION for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$10,885.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

First Name Orbin	Middle Name no value	Last Name Terry
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Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF WESLACO LOCAL GOVERNMENT CORPORATION

UEI
GJMZDZZAN4J3

Street 1 255 S KANSAS AVE	Street 2
City WESLACO	State/U.S. Territory Texas
Zip/Postal Code 78596	Country United States
County/Parish no value	Province no value

Award Details

Federal Award Date 12/5/24	Award Type Initial
Award Number 15PBJA-24-GG-04800-JAGX	Supplement Number 00
Federal Award Amount \$10,885.00	Funding Instrument Type Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Page: 4 of 23

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14283260

Grant Manager

Elaine Vanlandingham

Phone Number

202-598-7415

E-mail Address

Elaine.Vanlandingham@usdoj.gov

Project Title

Weslaco Police Department Advance Scheduling Software.

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The City of Weslaco will use JAG funds to purchase TCP Aladtec software which provides thier public safety employees scheduling to match shifts to their rotation patterns and monitor minimum staffing requirements. It protects time integrity by retiring outdated processes and removing scheduling strains, so they can keep the agency properly staffed, connected, and engaged.

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during

the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector

General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in

material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any

subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of

Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may,

at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA

Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS

are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Acting Assistant Attorney General

Name of Approving Official

Brent J. Cohen

Signed Date And Time

12/1/24 6:23 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1197	
From:			
Subject: Approval to authorize staff to solicit request for proposals for a Utility Rate Study. (Staffed by Finance Department.)			
Background: The Utility Rate study is being recommended after meeting with our Financial Advisor and reviewing our current debt capacity for the Water and Wastewater funds. The current rate structure is insufficient to cover the possible funding for the South Wastewater Treatment Plant expansion/rehabilitation. The Utility Rate study will examine a 5-year CIP plan to determine the rate increase needed to fund our future water and wastewater projects.			
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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: Staff recommends Approval			
Attachments, if any: 121724 RFP UTILITY RATE STUDY			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: December 12, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: RFP'S for Utility Rate Study

.....

The Utility Rate study is being recommended after meeting with our Financial Advisor and reviewing our current debt capacity for the Water and Wastewater funds. The current rate structure is insufficient to cover the possible funding for the South Wastewater Treatment Plant expansion/rehabilitation.

The Utility Rate study will examine a 5-year CIP plan to determine the rate increase needed to fund our future water and wastewater projects.

Staff recommends approval.



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-990	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Roberta Reyes Ramos to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premise Permit and Late Hours Certificate, at 709 Angelita St. Ste A, also being Lots 23-25, Pueblo Amistad Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premise Permit and Late Hours Certificate. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on October 25, 2024.			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on October 16, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use with the condition that two (2) armed security guards be present during their hours of operation at their regular meeting of December 4, 2024.			
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.			
Attachments, if any: 709 Angelita- TABC - Memo, 709 Anglita St. Ste A -Application, Notice and Radius Map, 709 Angelita - Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: CUP- 709 Angelita St

DATE: December 9, 2024

The applicant is proposing to obtain a permit for Wine and Malt Beverage Retailer's On-Premise Permit and Late Hours Certificate. This is Kings Royal court Event Center. Staff has not received any petitions for against this item from the surrounding property owners. Planning and Zoning Commission approved the Conditional Use Permit request, with the condition that two licensed security guards are on duty during hours of operation

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

USE-000713-2024
FILE NO. _____

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 23, 24, and 25 Block _____
Subdivision Name Pueblo Amistad - Kings Royal Court Event Center
Street Address 709 Angelita St. Ste A
Existing Zoning Commercial Existing Land Use Event Center
Purpose for the Conditional Use Permit Request Sell Beer

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- ☒ \$300.00 non-refundable filing fee.
☐ Detailed dimensioned site plan/map must be submitted with this request.
☐ Survey and metes and bounds if the legal description is a portion of a lot.
☐ City and school tax receipts attached.
☒ I have received a copy of "CUP Application Instructions"

APPLICANT

Name Roberta Reyes-Ramos Phone 956 472 4081
Address 1609 Davenport Fax: 956-289-1221
City Weslaco State TX Zip Code 78596 E-Mail: rreyes911@yahoo.com

OWNER

Name Roberta Reyes-Ramos Phone 956 472 4081
Address 1609 Davenport Fax: 956 289 1221
City Weslaco State TX Zip Code 78596 E-Mail: rreyes911@yahoo.com

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____

No ☒

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

Signature Rebuth L. Nays Ramon
Owner

Date 10-2-2024

Signature Rebuth L. Nays Ramon
Applicant

Date 10-2-2024

Signature _____
Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners Within
200' of Proposed Site

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published
in Newspaper

Date _____

Presented to P & Z Commission
Approved _____ Disapproved _____ Tabled _____

Date _____

Presented to City Commission
Approved _____ Disapproved _____ Tabled _____

Date _____



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.

Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Kings Royal Court Event Center					
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Kings Royal Court LLC					
3. Type of Owner ☐ Corporation ☒ Limited Liability Company ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Other: _____					
4. Location Address 709 Angelita Drive Suite A					
City Weslaco		County Hidalgo	State TX		
Zip Code 78596					
5. Mailing Address 1609 Davenport St					
City Weslaco		County Hidalgo	State TX		
Zip Code 78596					
6. Business Telephone Number pending		Alternate Telephone Number 956-472-4081	E-mail Address rreyes911@yahoo.com		
7. Application for:					
☒ Original	☐ Reinstatement	License/Permit Number	☐ Reinstatement and Change of Trade Name	License/Permit Number	
	☐ Change of Location	License/Permit Number	☐ Change of Location and Trade Name	License/Permit Number	
8A. Type of Off-Premise Retailer License/Permit:					
☐ BF	Retail Dealer's Off-Premise License	☐ E	Local Cartage Permit	☐ P	Package Store Permit
☐ BQ	Wine and Malt Beverage Retail Dealer's Off-Premise Permit	☐ ET	Third-Party Local Cartage Permit	☐ Q	Wine Only Package Store
☐ LP	Local Distributor's Permit				
8B. Type of On-Premise Retailer License/Permit					
☐ BE	Retail Dealer's On-Premise License	☐ E	Local Cartage Permit	☐ MB	Mixed Beverage
☒ BG	Wine and Malt Beverage Retail Dealer's On-Premise Permit	☐ FB	Food and Beverage Certificate	☐ WP	Waterpark Permit
☐ BP	Brewpub License	☒ LH	Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit					
☐ BB	General Distributor's License	☐ D	Distillers and Rectifiers Permit - allows on-premise consumption	☐ S	Nonresident Seller's Permit
☐ BC	Branch Distributor's License	☐ DS	Out-of-State Winery Direct Shipper's Permit	☐ SD	Brewer's Self-Distribution License
☐ BN	Nonresident Brewer's License	☐ G	Winery - allows on-premise consumption	☐ W	Wholesaler's Permit
☐ BW	Brewer's License	☐ J	Bonded Warehouse	☐ X	General Class B Wholesaler Permit
☐ JD	Bonded Warehouse (Dry Area)				
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location					
☐ Bar	☐ Grocery/Market	☐ Package Store	☐ Sexually Oriented		
☒ Civic Center	☐ Hotel	☐ Public Entertainment Fac. (PEF as defined in Sec. 108.73)	☐ Sporting Arena		
☐ Convenience Store	☐ Motel	☐ Racetrack			
☐ Delivery Company	☐ Movie Theater	☐ Restaurant			

Trade Name: _____

Kings Royal Court Event Center

Location Address: 709 Angelita Drive Suite A

City: Weslaco

County: Hidalgo

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____, TEXAS

City Secretary/Clerk

City

S E A L**On-Premise Certifications**

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____, TEXAS

City Secretary/Clerk

City

S E A L**Certification for Late Hours Certificate (LH)**

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____, TEXAS

City Secretary/Clerk

City

S E A L

Trade Name: Kings Royal Court Event Center

Location Address: 709 Angelita Drive Suite A City: Weslaco County: Hidalgo

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and
☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certificate of City Secretary for: BB, BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained in any area where the sale of any alcoholic beverage is legal."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Trade Name: _____ Kings Royal Court Event Center

Location Address: 709 Angelita Drive Suite A city: Weslaco County: Hidalgo

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

Certificate of County Clerk: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN
HERE _____, _____ County
County Clerk

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

Certificate of County Clerk (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN
HERE _____, _____ County
County Clerk

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN
HERE _____, _____ County
County Clerk

SEAL

Trade Name: _____ Kings Royal Court Event Center _____

Location Address: 709 Angelita Drive Suite A _____ City: Weslaco _____ County: Hidalgo _____

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order...

Certificate of County Clerk for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN
HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN
HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, **and**

☐ does ☐ does not allow for on-premise consumption **and**
☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN
HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for: BB & BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained **in any area where the sale of any alcoholic beverage is legal.**"

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN
HERE _____, _____ County
County Clerk

S E A L

Trade Name: _____ Kings Royal Court Event Center

Location Address: 709 Angelita Drive Suite A City: Weslaco County: Hidalgo

**Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38**

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE Click here to see example of newspaper publication
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
SEAL		

Comptroller of Public Accounts Certificate for All Applicants

TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

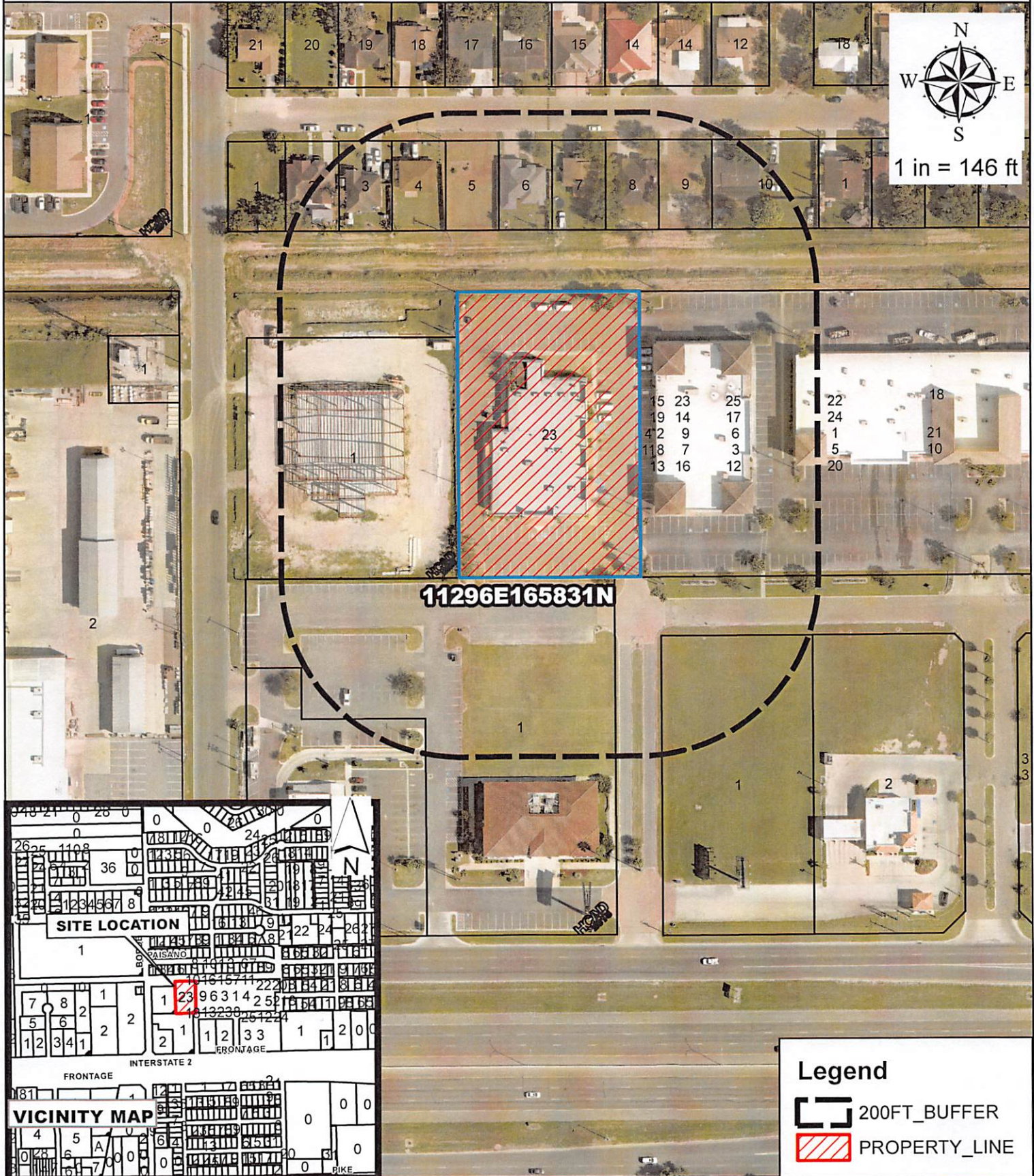
This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ **FIELD OFFICE** _____ **SEAL**



Roberta Reyes- Ramos
709 Angelita St. Ste A
Pueblo Amistad

Purpose for the Conditional Use Request

Existing zoning: B-2
Existing land use: Event Center
Prop CUP: TABC



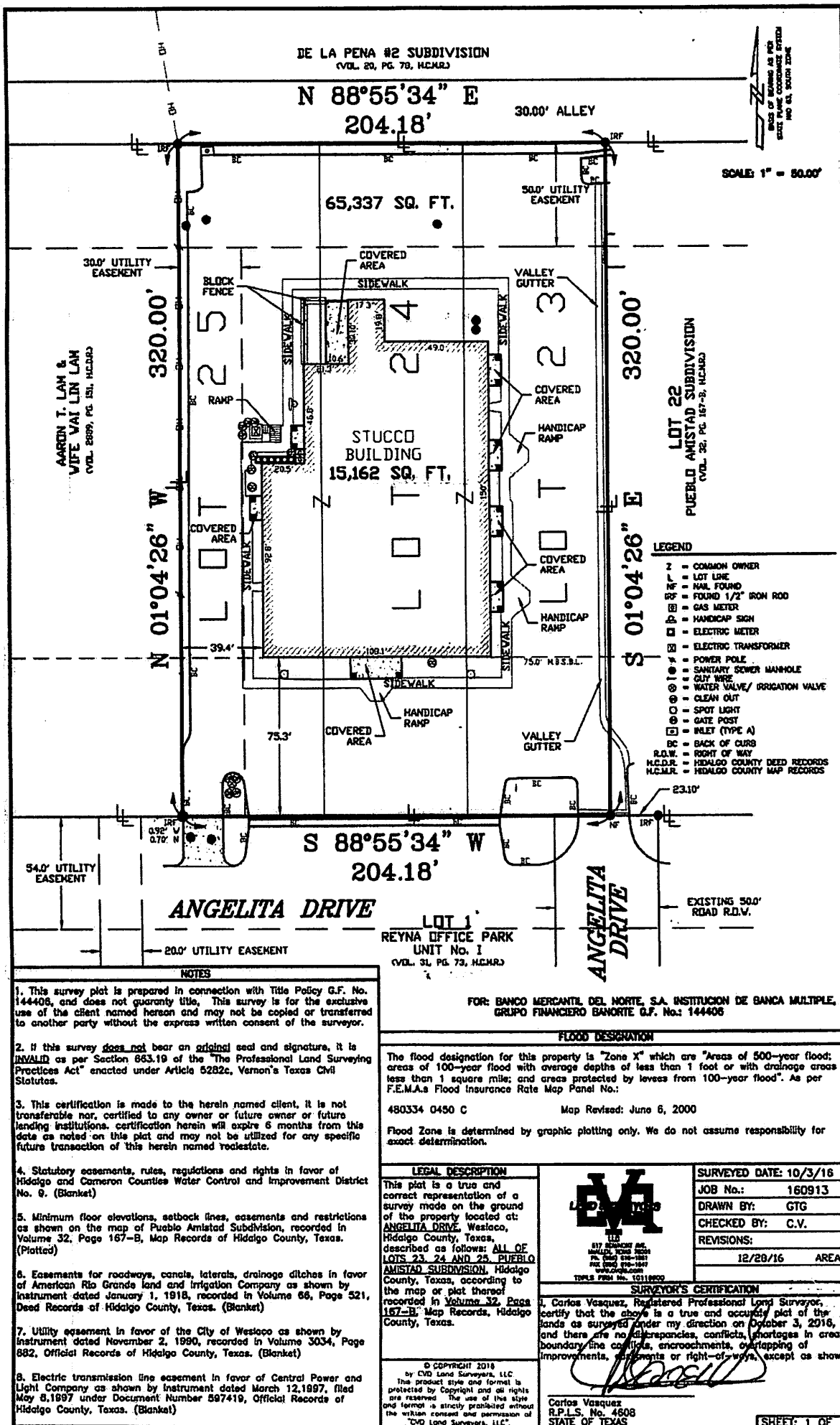
OCT 8, 2024

RAMIREZ ROMEO JR & NORMA I 815 W PAISANO LN WESLACO TX 78599	D2200-02-001-0002-00 DE LA PENA NO. 2 LOT 2 BLK 1 815 PAISANO LN	L: 34800 B: 106821
DOMINGUEZ JOSEPH C 811 W PAISANO LN WESLACO TX 78599	D2200-02-001-0003-00 DE LA PENA NO. 2 LOT 3 BLK 1 811 W PAISANO LN	L: 34800 B: 94060
ALVARADO REY 805 W PAISANO LN WESLACO TX 78599	D2200-02-001-0004-00 DE LA PENA NO. 2 LOT 4 BLK 1 805 PAISANO LN	L: 34800 B: 69299
CAMACHO SANDRA 6129 VICTORIA AVE PENNSAUKEN NJ 8109	D2200-02-001-0005-00 DE LA PENA NO. 2 LOT 5 BLK 1 PAISANO LN TX	L: 34800 B: 0
VALDES RUDDY 1631 NW 144TH WAY PEMBROKE PNES FL 33028	D2200-02-001-0006-00 DE LA PENA NO. 2 LOT 6 BLK 1 511 PAISANO LN	L: 34800 B: 170794
VILLAGOMEZ GUADALUPE & ADALIA 715 W PAISANO LN WESLACO TX 78599	D2200-02-001-0007-00 DE LA PENA NO. 2 LOT 7 BLK 1 715 PAISANO LN	L: 34800 B: 80268
MARTINEZ JOSE L & HILDA 2006 KERALUM DR EDINBURG TX 78542	D2200-02-001-0008-00 DE LA PENA NO. 2 LOT 8 BLK 1 711 PAISANO LN	L: 34800 B: 135200
MARTINEZ JOSE L & HILDA 2006 KERALUM DR EDINBURG TX 78542	D2200-02-001-0009-00 DE LA PENA NO. 2 LOT 9 BLK 1 PAISANO LN TX	L: 34800 B: 0
RAMOS MARIO SR & MIGUEL ANGEL PO BOX 8394 WESLACO TX 78599	D2200-02-001-0010-00 DE LA PENA NO. 2 LOTS 10 & 11 BLK 1 701 PAISANO LN	L: 69600 B: 92508
R & A REAL ESTATE INVESTMENTS 6400 N FM 88 WESLACO TX 78599	P9275-00-000-0023-01 PUEBLO AMISTAD LOTS 23-25 709 ANGELITA DR	L: 652800 B: 945704
LONE STAR NATIONAL BANK 100 W FERGUSON ST PHARR TX 78577	P9275-02-000-0001-00 PUEBLO AMISTAD PH 2 LOT 1 700 W EXPRWY 83	L: 908353 B: 0
REYNA FAMILY LAND DEV LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	R2432-01-000-0001-00 REYNA OFFICE PARK UT 1 (REPLAT) LOT 702 W EXPRWY 83	L: 1587221 B: 696434

City of Weslaco Code Enforcement Dept.

OCT 8, 2024

GRIEGO FAMILY LIMITED	R2436-00-00B-0017-00	L: 133007
1900 S JACKSON RD STE 9-10	RGV PROFESSIONAL CENTER	B: 304688
MCALLEN TX 78503	DG B UNIT 17	
	505 ANGELITA DR STE 17	
REYNA FAMILY DEVELOPMENT LTD	R2432-01-000-0002-05	L: 834335
702 W EXPRSWY 83	REYNA OFFICE PARK UT 1 (REPLAT) LOT	B: 509287
WESLACO TX 78599	702 W. EXP 83 TX	
R & A REAL ESTATE INVESTMENTS	R0760-00-000-0001-00	L: 514080
1609 E DAVENPORT	RAMOS COMMERCIAL PLAZA LOT 1	B: 986732
WESLACO TX 78596	N BORDER & EXPWAY 83 TX	



Conditional Use

TABC and Late Hours

Legend

 709 Angelita Dr

N Border Ave

N Border Ave

 Palacio de Destinee Event Center

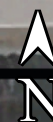
 709 Angelita Dr

 UHRC

Angelita Dr

Google Earth

Image © 2024 Airbus

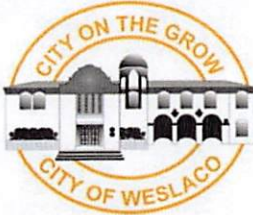


200 ft



Standardized Agenda Request Form

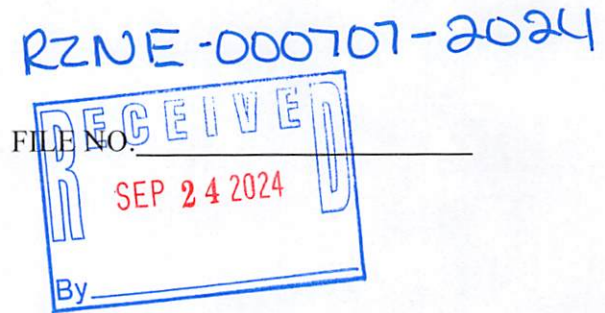
Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-996	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc. on Ordinance 2024-35 to rezone 1609 S Westgate Drive, also being 12.79-acres out of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to PUD Phased Unit Development District. (Requires three-fourths vote to approve.) First reading of Ordinance 2024-35. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to PUD Phased Unit Development District. Twenty-two (22) property owners within 200 feet of the applicant's property were notified by letter on October 25, 2024.			
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: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on October 16, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the rezone at their regular meeting of November 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval based on the surrounding land use and that this is a single family proposed PUD			
Attachments, if any: 1609 s westgate -Application, Notice and Radius Map, Opposition Letter for PUD to Westgate and 18th St, petitions, 1609 S Westgate- Aerial, O2024-34 rezone 503 S Illinois, 1609 S Westgate Dr- Memo			
Responsibilities upon Approval: Staff will advise the applicant.			



APPLICATION FOR REZONING

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

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



PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot Farm Tract 666 Block 164

Subdivision Name West Tract Subdivision

Street Address N/A 1609 S. Westgate Drive

Existing Zoning R-1 Existing Land Use OPEN

Proposed Zoning PUD Proposed Land Use Mixed Use

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

APPLICANT

Name Melden & Hunt, Inc. Phone (956) 381-0981

Address 115 W. McIntyre Street Fax: (956) 381-0981

City Edinburg State TX Zip Code 78541 E-Mail: mario@meldenandhunt.com

OWNER

Name Riverside Development Services LLC Phone c/o (956) 381-0981

Address 2606 Zinnia Ave Fax: N/A

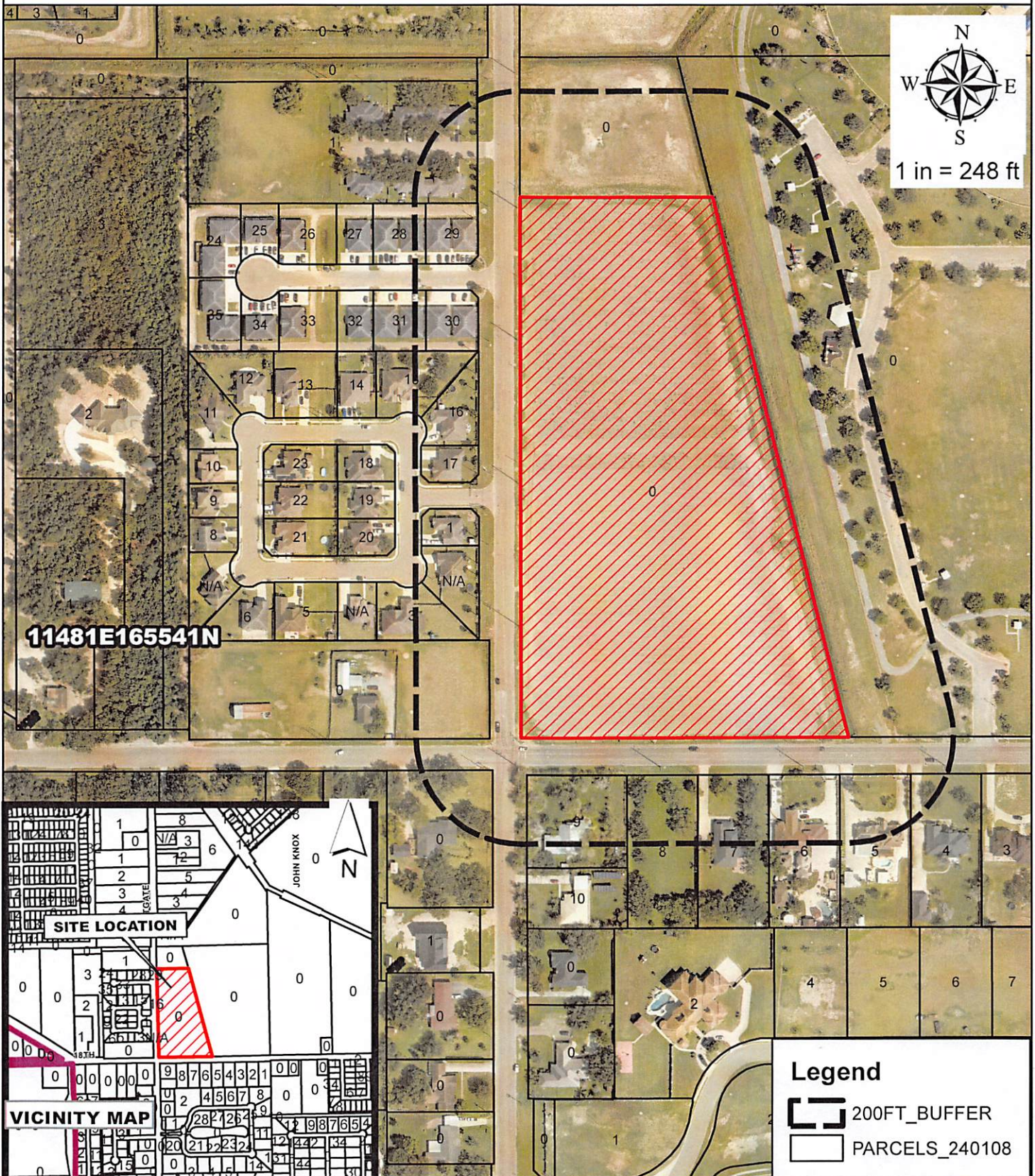
City McAllen State TX Zip Code 78504 E-Mail: c/o mario@meldenandhunt.com

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

Signature _____ Date _____
Owner

Signature  Date 9/23/24
Digitally signed by Mario Reyna
Date: 2024.09.23 08:43:02 -05'00'
Applicant

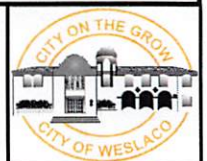
Signature  Date 9/23/24
Digitally signed by Mario Reyna
Date: 2024.09.23 08:43:22 -05'00'
Authorized Agent



Melden & Hunt, Inc
1609 S Westgate Dr
West Tract Sub.

Purpose for the Rezone Request

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



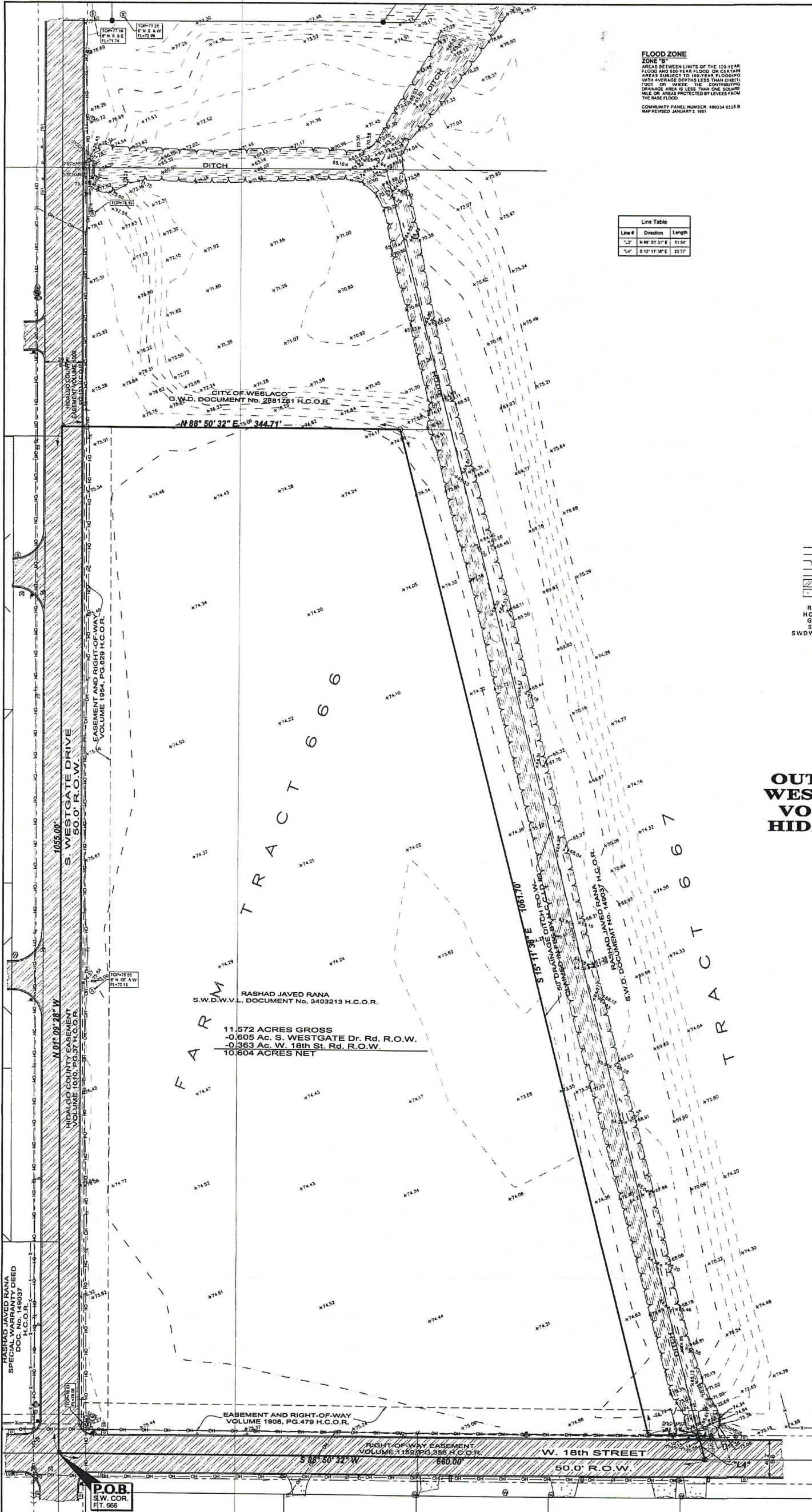
OCT 8, 2024

ELIZONDO ROBERT & YESENIA 1401 W 18TH ST WESLACO TX 78596	K3260-00-000-0004-00 KEY WEST LOT 4 1401 W 18TH ST	L: 140940 B: 354821
HORTA HECTOR 300 E BUSINESS 83 WESLACO TX 78596	K3260-00-000-0005-00 KEY WEST LOT 5 1409 W 18TH ST	L: 140940 B: 271571
ESPARZA LOUIS R PO BOX 8381 WESLACO TX 78599	K3260-00-000-0006-00 KEY WEST LOT 6 1421 W 18TH ST	L: 140940 B: 424733
BANUELOS XAVIER J & VERONICA A PO BOX 665 DONNA TX 78537	K3260-00-000-0007-00 KEY WEST LOT 7 1505 W 18TH ST	L: 140940 B: 269721
ESCAMILLA ERNIE THOMAS 1519 W 18TH ST WESLACO TX 78596	K3260-00-000-0008-00 KEY WEST LOT 8 1519 W 18TH ST	L: 140940 B: 335727
HALDER DONALD D 1807 S WESTGATE DR WESLACO TX 78596	K3260-00-000-0009-00 KEY WEST LOT 9 1803 S WESTGATE DR	L: 67243 B: 46866
MEDINA ARTEMIO 1613 KEY WEST DR WESLACO TX 78596	T3450-00-000-0001-00 THE KEYS ON WESTGATE LOT 1 1613 KEY WEST	L: 54568 B: 167154
CONFIDENTIAL 1701 KEY WEST DR WESLACO TX 78596	T3450-00-000-0002-00 THE KEYS ON WESTGATE LOT 2 1701 KEY WEST	L: 80685 B: 222730
GARZA ISRAEL B & ROXANNE H 1705 CONCH KY WESLACO TX 78596	T3450-00-000-0003-00 THE KEYS ON WESTGATE LOT 3 1705 CONCH KEY	L: 91683 B: 175155
HILL BARBARA LYNNE TRUSTEE OF 1704 KEY BISCAYNE WESLACO TX 78596	T3450-00-000-0015-00 THE KEYS ON WESTGATE LOT 15 1704 KEY BISCAYNE	L: 105353 B: 188932
SMITH JAMES V & AMY SAENZ-SMITH 1605 KEY WEST DR WESLACO TX 78596	T3450-00-000-0016-00 THE KEYS ON WESTGATE LOT 16 1605 KEY WEST	L: 75311 B: 219407
FANTICH SANDRA Y 1609 KEY WEST DR WESLACO TX 78596	T3450-00-000-0017-00 THE KEYS ON WESTGATE LOT 17 1609 KEY WEST	L: 54568 B: 149591

City of Weslaco Code Enforcement Dept.

OCT 8, 2024

EGEG HOLDINGS LLC 5119 NORTH MCCOLL MCALLEN TX 78504	T3450-00-000-0028-00 THE KEYS ON WESTGATE LOT 28 1704 BIG PINE KEY	L: 81650 B: 277232
EGEG HOLDINGS LLC 5119 NORTH MCCOLL MCALLEN TX 78504	T3450-00-000-0029-00 THE KEYS ON WESTGATE LOT 29 1700 BIG PINE KEY	L: 80855 B: 277134
EGEG HOLDINGS LLC 5119 NORTH MCCOLL MCALLEN TX 78504	T3450-00-000-0030-00 THE KEYS ON WESTGATE LOT 30 1701 BIG PINE KEY	L: 80855 B: 277134
EGEG HOLDINGS LLC 5119 NORTH MCCOLL MCALLEN TX 78504	T3450-00-000-0031-00 THE KEYS ON WESTGATE LOT 31 1705 BIG PINE KEY	L: 81650 B: 277232
GARZA GILBERTO 905 KEETON AVE MCALLEN TX 78503	V3850-00-000-0001-00 VILLAS OF SAN ANGEL LOT 1 - AMENDED 1500 S WESTGATE DR	L: 133288 B: 436936
RANA ZURYAB 1624 WOODLAND DR WESLACO TX 78596	W3800-00-658-0000-20 WEST TRACT-S217.1'-E601.92' FT 658 NET 1720 W 18TH ST	L: 179321 B: 14679
RIVERSIDE DEVELOPMENT SERVICES 2606 ZINNIA AVE MCALLEN TX 78504	W3800-00-666-0000-00 WEST TRACT AN IRR TR W660'-S1055' FT R 11.80AC NET 0 18TH ST	L: 531000 B: 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W3800-00-666-0000-50 WEST TRACT AN IRR TR C GR 2.06AC NET 1513 S WESTGATE DR	L: 145434 B: 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W3800-00-667-0000-00 WEST TRACT 25.0AC OF FT 667 23.41AC 0 18TH ST	L: 479905 B: 0
OLIVA MARICELA 1701 W 18TH ST WESLACO TX 78596	W3800-00-723-0000-18 WEST TRACT N280'-E226.92' FT 723 1.51 C NET 1701 W 18TH ST	L: 52121 B: 230662



FLOOD ZONE
ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT, OR LARGE, TIE, CONTIGUOUS, DRAINAGE AREAS LESS THAN ONE SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY PANEL NUMBER: 480334 0125 9
MAP REVISED: JANUARY 2, 1981

Line Table		
Line #	Direction	Length
1	N 88° 50' 31" E	11.54
2	S 15° 11' 34" E	25.77

- LEGEND**
- FOUND NO. 4 REBAR
 - SET NO. 4 REBAR WITH PLASTIC
 - CAP STAMPED MELDEN & HUNT, INC.
 - ▲ SET NAIL
 - ▲ POWER POLE
 - ▲ SERVICE POLE
 - GUY WIRE
 - UNDERGROUND CABLE MARKER
 - SINGLE POST SIGN
 - STOP SIGN
 - BRICK/STUCCO MAIL BOX
 - MAIL BOX
 - FIRE HYDRANT
 - WATER METER
 - WATER VALVE
 - WSD TELCOM MANHOLE
 - SANITARY SEWER MANHOLE
 - TYPE "A" INLET
 - IRRIGATION VALVE
 - IRRIGATION STAND PIPE (SIZE AS NOTED)
 - TRANSFORMER
 - METER
 - GUARD RAIL
 - CHAIN LINK FENCE
 - EDGE OF DITCH TOP
 - 8" SANITARY SEWER LINE
 - OVERHEAD POWER LINE
 - ASPHALT AREA
 - CONCRETE AREA
 - B-B - BACK OF CURB TO BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - G.W.D. - GENERAL WARRANTY DEED
 - S.W.D. - SPECIAL WARRANTY DEED
 - S.W.D.W.V.L. - SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
 - F.T. - FARM TRACT

**PLAT SHOWING
11.572 ACRES
OUT OF FARM TRACT 666
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37,
HIDALGO COUNTY, TEXAS**

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR
 2. BEARING BASIS IS FROM THE NAIL SET ON THE SOUTHWEST CORNER AND THE NAIL SET FOR THE NORTHWEST CORNER OF SAID TRACT.
 3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES
 4. SURVEY WAS PREPARED WITH THE BENEFIT OF VALLEY LAND TITLE COMPANY LTD. COMMITMENT OF NO. 175280 EFFECTIVE DATE OF POLICY: DECEMBER 6, 2022

EASEMENTS LISTED IN SCHEDULE B:

- 60.- EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. 9 (DOES NOT AFFECT SUBJECT TRACT)
- 61.- MINIMUM FLOOR ELEVATIONS, SETBACK LINES, 25 FOOT RIGHT OF WAY EASEMENT ALONG THE SOUTH SIDE, 25 FOOT RIGHT OF WAY EASEMENT ALONG THE WEST SIDE, 27 FOOT RIGHT OF WAY EASEMENT IN FAVOR OF CENTRAL POWER & LIGHT COMPANY ALONG THE EAST 27 FEET OF THE WEST 52 FEET AND RESTRICTIONS AS SHOWN ON THE MAP OF WEST TRACT, RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 62.- APPARENT EASEMENT FOR ELECTRIC TRANSMISSION AS EVIDENCED BY OVERHEAD POWER LINES, POWER POLES AND HIGH VOLTAGE POLES, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 63.- APPARENT EASEMENT FOR IRRIGATION AS EVIDENCED BY WATER VALVE / IRRIGATION VALVE AND IRRIGATION STAND PIPE, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 64.- APPARENT EASEMENT FOR TELEPHONE SIGNS, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 65.- APPARENT EASEMENT FOR SIGN, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 66.- APPARENT EASEMENT FOR STORM SEWER MANHOLES, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 67.- APPARENT EASEMENT FOR FIBER OPTIC MANHOLES, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 68.- APPARENT EASEMENT FOR SANITARY SEWER MANHOLES, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 69.- APPARENT EASEMENT FOR FIRE HYDRANT, AS REFERENCED ON SURVEY PREPARED BY JORGE RODRIGUEZ, R.P.L.S. NO. 5303, DATED APRIL 15, 2021, JOB NO. 210320, (SURVEY NOT PROVIDED TO SURVEYOR)
- 60.- RIGHT OF WAY EASEMENT IN FAVOR OF HIDALGO COUNTY, AS SHOWN BY INSTRUMENT DATED JUNE 23, 1961, RECORDED IN VOLUME 1010, PAGE 37, DEED RECORDS OF HIDALGO COUNTY, TEXAS, (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON)
- 60.- EASEMENT IN FAVOR OF HIDALGO COUNTY AS SHOWN BY INSTRUMENT DATED JUNE 22, 1966, RECORDED IN VOLUME 1159, PAGE 356, DEED RECORDS OF HIDALGO COUNTY, TEXAS, (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON)
- 60.- RIGHT OF WAY EASEMENT IN FAVOR OF CENTRAL P&L CO., AS SHOWN BY INSTRUMENT DATED OCTOBER 25, 1983, RECORDED IN VOLUME 1908, PAGE 478, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON)
- 60.- RIGHT OF WAY EASEMENT IN FAVOR OF CENTRAL P&L CO., AS SHOWN BY INSTRUMENT DATED MARCH 9, 1984, RECORDED IN VOLUME 1954, PAGE 629, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 02/16/2024 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.



ROBERTO N. TAMEZ, PLS No. 6238
DATE: 02/17/2024

JOB No. **24338.08**
DRAWING DATE: 07/17/2024
DRAWN BY: J.R.C.
File Name: 24338.08
T-1217, PG. 71

REVISED BOUNDARY 08/27/2024 J.G.
REVISION DATE BY
M MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0961 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

From: [BANUELOS, XAVIER](#)
To: [Flor Acuna](#)
Subject: Opposition Letter for PUD to Westgate and 18th St
Date: Tuesday, November 5, 2024 1:22:44 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Dear Honorable City Commissioners,

I am writing to express my strong opposition to the proposed rezoning of the land located at the corner of Westgate and 18th St. As a concerned citizen, I urge you to carefully consider the potential consequences of the decision.

Reasons for Opposition:

- Increased Traffic and Congestion - at times the area is already congested
- Loss of Neighborhood Character - disrupting the balance of our neighborhood
- Environmental Concerns - flooding
- Lack of City Infrastructure to Support 97 Units -
- Lower the value of our homes.

Having lived in this beautiful area for over 20 years, I believe it would be a significant mistake to add yet another section of apartments or low-cost housing to our city. We have already accommodated enough housing developments in Weslaco. These projects should be relocated elsewhere.

Thank you for your attention to this matter.

Xavier J. Bañuelos

Weslaco East H.S

Head Athletic Trainer / Asst. Athletic Coordinator

xbanuelos@wisd.us

956.969.7157

Weslaco ISD does not discriminate on the basis of race, religion, color, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended.

Rezone Request

R-1 to PUD

Legend

 1609 S Westgate

 Coronados Trucking

Bald Cypress Dr

Conch Ky

 Harlon Block Sports Com

W 18th St

Westgate Dr

S Westgate Dr

Google Earth

Image © 2024 Airbus



1000 ft

ORDINANCE NO. 2024-34

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 503 S ILLINOIS, ALSO BEING LOTS 20- 22, BLOCK 44, WESLACO ORIGINAL TOWNSITE SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY & HIGHWAY DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One-Family Dwelling District to B-2 Secondary & Highway District located at 503 S Illinois, also being Lots 20- 22, Block 44, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of November 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 1609 S Westgate Dr

DATE: December 12, 2024

The property owner is proposing a single-family/garden home type use, with minimum lot size of 3,000 square feet or greater. The applicant has requested a PUD type development to permit the varying size lots widths and right of way dedications of 32 feet. The 2040 Land Use Map has identified this area as a single-family residential area and will conform to the surrounding neighborhood. We have received petitions against this item that meet the 20% and requires three-fourths vote to approve.

The Planning & Zoning Commission recommended denial.

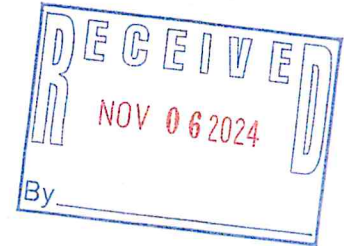
Thank you,

Rebekah de la Fuente, CFM

**Formal Protest of Rezoning Request of
1609 Westgate Drive, also being 12.79-acres out of Farm Tract 666,
Block 164, West Tract Subdivision, Weslaco, Hidalgo County, TX**

November 1, 2024

City of Weslaco
Planning Department
Attn: Rebekah de la Fuente
Planning Director
255 S. Kansas Avenue
Weslaco, TX 78596



Planning Department,

This letter is in protest of the Legal Notice dated October 25, 2024 regarding a request by Melden & Hunt, Inc. to rezone 1609 Westgate Drive, also being 12.79-acres out of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, TX from R-1 One-Family Dwelling District to PUD Phased Unit Development District. For record, Farm Tract 666, Block 164 is owned by Riverside Development Services, LLC and they are located at 2606 Zinnia Avenue, McAllen, Texas 78504 with a phone number of (956) 331-8987. Upon contacting the City of Weslaco Planning Department, the explanation provided of this rezone request was to accommodate the building of (97) lots similar to ones built on Stevia Drive and Sugarcane Road, across from Beatriz Garza Middle School. With this rezone request, various ramifications of rezoning for this development must be acknowledged and addressed. We ask for consideration to be taken about the drainage issues experienced over time in this area, traffic congestion, safety issues, and the overpopulation with the proposed (97) added lots.

In addressing the drainage problems of this area, the City of Weslaco must take into account the pervious surface (raw land) that is being converted into impervious surface (streets and lots) with the development of the new (97) lots proposed. In disregarding the water issue, can the City of Weslaco guarantee that just the adjoining lot purchased for retainage will suffice when we have the next major rainfall? In the last meeting regarding the drainage issue, I believe residents were led to believe that Farm Tract 666, Block 164 was to be purchased by the City of Weslaco to ensure we would properly address retainage and eliminate drainage issues in this area.

Another consideration of this proposed rezoning is addressing the added traffic congestion that's sure to come with the new (97) lots proposed. Currently, mornings usually take about 20-30 minutes to reach Highway 83 from 18th Street and Westgate, even if taking alternate routes to get on Highway 83. The existing subdivisions that primarily contribute to excessive traffic are The Keys on Westgate HOA (23 single-family homes) Mid-Point Estates HOA (326 single-family homes), Cornerstone Meadow Estates HOA (105 single-family homes), along with condos, apartments and various single-family homes. In the near future, residents of this requested rezoning area will experience even longer travel times due to the newly developed Oak Park Subdivision (12 lots) Mid-Valley Estates subdivisions on the corner of 18th and Milano Road (114 single family homes and 44 multi-family homes), Rio Stone Phase I (42 lots), Rio Stone II (unknown lots), Magnolia Ridge (unknown lots), Dominion Estates that have (57) 4 Plex lots and Vittoria Subdivision with (72) lots and (5) lots designated as commercial pad sites. Adding more lots to the Westgate & 18th street area is sure to have a negative impact on the roads and will create congestion beyond what we currently experience. There was a recent traffic study conducted in

**Formal Protest of Rezoning Request of
1609 Westgate Drive, also being 12.79-acres out of Farm Tract 666,
Block 164, West Tract Subdivision, Weslaco, Hidalgo County, TX**

these areas and it would be great to be aware of any of the results concluded that are being considered for action to properly address the traffic problems we all deal with now.

In confronting safety issues, has the City of Weslaco considered the resources necessary to accommodate traffic, violence & crime, and health concerns of the proposed new (97) lots in addition to the forthcoming residents with the aforementioned listed communities?

As of the latest US Census Bureau, the population of Weslaco, Texas was estimated as 43,053. I believe it's a fair request to ask at what point of developing the City of Weslaco can we be deemed an overpopulation of residents in comparison to the available resources offered?

In closing, we would like our city commissioners representing the City of Weslaco to hear this protest regarding the proposed rezoning and take action to not rezone for the proposed added (97) lots and revisit this area for another outlook that has more benefit for this area and our city. Be aware that Weslaco, TX residents desire more consideration in developing our city. While we understand that growth is good for our city, other impacting issues of drainage, traffic, safety issues, and overpopulation as detailed must be acknowledged and properly addressed for the greater good. We look forward to a public response as to the progression of our city and how our leadership is planning for all this growth.

See enclosed list of The Keys on Westgate Home Owner's Association directly impacted. Note that there is only one entrance and exit to the subdivision and is in direct path to the proposed rezoning area. Signature s for this protest secured by below contact.



Anthony Galvan
President
The Keys on Westgate HOA

(956) 376-6312
ajg78596@gmail.com

**Formal Protest of Rezoning Request of
1609 Westgate Drive, also being 12.79-acres out of Farm Tract 666,
Block 164, West Tract Subdivision, Weslaco, Hidalgo County, TX**

Please see enclosed list below of all *The Keys on Westgate Homeowner's Association* residence directly impacted who protest the request by Melden & Hunt, Inc. to rezone 1609 Westgate Drive, also being 12.79-acres out of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, TX from R-1 One-Family Dwelling District to PUD Phased Unit Development District. Please note the top six (6) residents received a letter and are within the 200 foot buffer as shown on the City of Weslaco map of the proposed rezoning area:

PROTESTING RESIDENTS					
Property ID	Owner Name	Owner ID	Address	Phone	Signature
696460	Hill, Barbara Lynne Trustee of the BLH Living Trust	1118742	1704 Key Biscayne, TX	(956) 463-1957	Barbara L. Hill
696461	Smith James V & Amy Saenz-Smith	702352	1605 Key West Dr, TX	(210) 885-2737	[Signature]
696462	Fantich Sandra Y	709727	1609 Key West Dr, TX	(956) 778-5715	Sandra Y. Fantich
696444	Medina, Artemio	1151476	1613 Key Biscayne, TX	(956) 620-0130	[Signature]
696447	Solis Noemi	660610	1701 Key West Dr, TX	(956) 463-5211	Noemi Solis
696448	Garza Israel B & Roxanne H	1001661	1705 Conch Key, TX	(956) 650-9222	[Signature]
696450	Stubbs Melinda	1048768	1801 Conch Key, TX	(361) 652-5198	
696453	Fuller Marvin	653162	1612 Key Largo, TX	(956) 778-6113	Marvin Fuller
696455	Martes Nora H	675342	1608 Key Largo, TX	(956) 975-8661	Nora Martes
696458	Schmidt Mark H	669258	1800 Key Biscayne, TX	(956) 463-7090	Mark H. Schmidt

[illegible]

From: [BANUELOS, XAVIER](#)
To: [Flor Acuna](#)
Subject: Opposition Letter for PUD to Westgate and 18th St
Date: Tuesday, November 5, 2024 1:22:44 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Dear Honorable City Commissioners,

I am writing to express my strong opposition to the proposed rezoning of the land located at the corner of Westgate and 18th St. As a concerned citizen, I urge you to carefully consider the potential consequences of the decision.

Reasons for Opposition:

- Increased Traffic and Congestion - at times the area is already congested
- Loss of Neighborhood Character - disrupting the balance of our neighborhood
- Environmental Concerns - flooding
- Lack of City Infrastructure to Support 97 Units -
- Lower the value of our homes.

Having lived in this beautiful area for over 20 years, I believe it would be a significant mistake to add yet another section of apartments or low-cost housing to our city. We have already accommodated enough housing developments in Weslaco. These projects should be relocated elsewhere.

Thank you for your attention to this matter.

Xavier J. Bañuelos

Weslaco East H.S

Head Athletic Trainer / Asst. Athletic Coordinator
xbanuelos@wisd.us
956.969.7157

Weslaco ISD does not discriminate on the basis of race, religion, color, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended.

From: [Mary Escamilla](#)
To: [Flor Acuna](#)
Subject: Planning & Zoning
Date: Wednesday, November 6, 2024 10:18:14 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Requesting to attend meeting regarding ReZoning Westgate and 18th St.

Maria Escamilla
1519 W. 18th St Weslaco TX 78596
956-532-7834

Thank you
Maria Escamilla

[Sent from Yahoo Mail for iPhone](#)

From: [Maricela Oliva](#)
To: [Flor Acuna](#)
Subject: FW: Comments
Date: Wednesday, November 6, 2024 9:08:28 AM

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Here it is again.

Maricela Oliva

From: Maricela Oliva <moliva8@southtexascollege.edu>
Sent: Wednesday, November 6, 2024 8:25 AM
To: facuna@weslacotx.gov
Cc: Maricela Oliva <moliva8@southtexascollege.edu>
Subject: RE: Comments

As a follow-up to the note below, my name, address and telephone number are:

Dr. Maricela Oliva
1701 W. 18th Street
Weslaco, TX 78596
(210) 630-9524 (mobile)

Maricela Oliva

From: Maricela Oliva <Maricela.Oliva@utsa.edu>
Sent: Wednesday, November 6, 2024 8:13 AM
To: facuna@weslacotx.gov
Subject: Comments

CAUTION: This email originated from outside South Texas College. Exercise caution with links, attachments, and requests for personal information. Verify the sender's identity before taking any action. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please add me to the list of individuals wanting to speak at the meeting today at 5:30 pm. My comments are about the proposed new development at Westgate and 18th Street.

Dr. Maricela Oliva

Get [Outlook for iOS](#)

From: FLORES, MARIA
To: Flor Acuna
Subject: Attendance to Nov. 6th Planning and Zoning Meeting
Date: Tuesday, November 5, 2024 5:05:09 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Hello I will be in attendance to the Nov. 6th planning and zoning meeting. Below is my information:

Maria S Flores
1311 Westgate, Weslaco TX
956-854-1548

All the best,

Maria S. Flores, M.Ed
CCMR Specialist
Weslaco East High School
Office: 956.969.6950
Google Voice: 956.520.2628
CHECK OUT WEHS CCMR Family Guide

Weslaco ISD does not discriminate on the basis of race, religion, color, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended.

From: [Ana Rodriguez](#)
To: [Flor Acuna](#)
Subject: rezoning meeting
Date: Wednesday, November 6, 2024 9:33:54 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Hi I will be attending the meeting this afternoon. My name is Ana Rodriguez, from 2106 S Westgate Dr. 956-650-8777.

From: [Angie Ekin](#)
To: [Flor Acuna](#)
Subject: Planning and Zoning Commission Meeting 11/06/2024
Date: Wednesday, November 6, 2024 9:42:53 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Hello,

My name is, Angelica Rodriguez, and I reside at 1300 S. Westgate Drive. Myself and my husband, Zakary Rodriguez, would like to speak at this evenings meeting, because we do not want for the development corporation, Melden and Hunt, to build 97 units on the corner of Westgate Drive and 18th Street. Please add us to the list of speakers opposing this proposed project. If you have any questions please call me to 317-454-2147.

Thank You,
Angelica Ekin

From: [Rene Ortiz](#)
To: [Flor Acuna](#)
Subject: IMG_0190-preview.pvt
Date: Wednesday, November 6, 2024 9:36:57 AM
Attachments: [IMG_0190.HEIC](#)

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Rene Ortiz Jr
1721 W 18th
Weslaco, TX 78596
956-472-6100
rortiz@ias-tx.com

From: [Ernesto Torres](#)
To: [Flor Acuna](#)
Subject: attend meeting
Date: Wednesday, November 6, 2024 10:10:51 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Ernesto Torres 1405 S. Westgate Dr. 956-596-6009
Sent from my iPhone

From: [Mayra Montiel](#)
To: [Flor Acuna](#)
Subject: Planning and Zoning Committee Meeting
Date: Wednesday, November 6, 2024 11:01:39 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

My name is Mayra Montiel; I live at 2201 S Westgate Dr, Weslaco TX 78596 and my phone number is (956) 532-7353.

Please note that I plan to attend the Planning and Zoning Committee meeting in the legislative chamber today.

Best regards,

Mayra Montiel M.Ed.

From: [mayra montiel](#)
To: [Flor Acuna](#)
Subject: Planning and Zoning Meeting
Date: Wednesday, November 6, 2024 11:06:29 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

My name is Jose Montiel; I live at 2201 S Westgate Dr, Weslaco TX 78596 and my phone number is (956) 472-2180. Please note I plan to attend the Planning and Zoning Committee meeting in the legislative chamber today.

Best regards,

Jose Montiel
SFC (R)
US. Army

Flor Acuna

From: Janie Rios <janie.rios8@icloud.com>
Sent: Wednesday, November 6, 2024 12:01 PM
To: Flor Acuna
Subject: Re-zone Protest

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Janie Rios
1308 S Westgate dr
956-789-2679

I am protesting the re-zone of our street Sent from my iPhone

Valisue McAlpin

1801 W 18th

906 572 4090

Is protesting against item (c.)



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1154	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for OK Gardens Subdivision being 2.2 acres out of Lot 1, Royal Subdivision, Weslaco, Hidalgo County, Texas located approximately 534ft West of Mile 2 ½ West Rd. along IH 2. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by City of Weslaco. The property is within a Flood Zone "X". Applicant was granted a variance for the required ROW dedication.			
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 final plat and the variance request for the right-of-way dedication at their regular meeting of December 4, 2024.			
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 Final Plat.			
Attachments, if any: Ok Gardens- Memo, OK Gardens- Aerial, OK Gardens-Application, Drainage Report and Legal documents, OK Gardens subdivision- Plat			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: OK Gardens- Final Plat

DATE: December 9, 2024

The proposed use for the two (2) lot subdivision is for commercial use and existing Multi-family use and is located inside the city limits of Weslaco. The applicant has requested a variance for the required Right-of-way dedication along Moreland Drive. The Planning & Zoning Commission recommended approval of the final plat and required the dedication of the right-of-way for all areas except for along the existing apartment building.

Thank you,

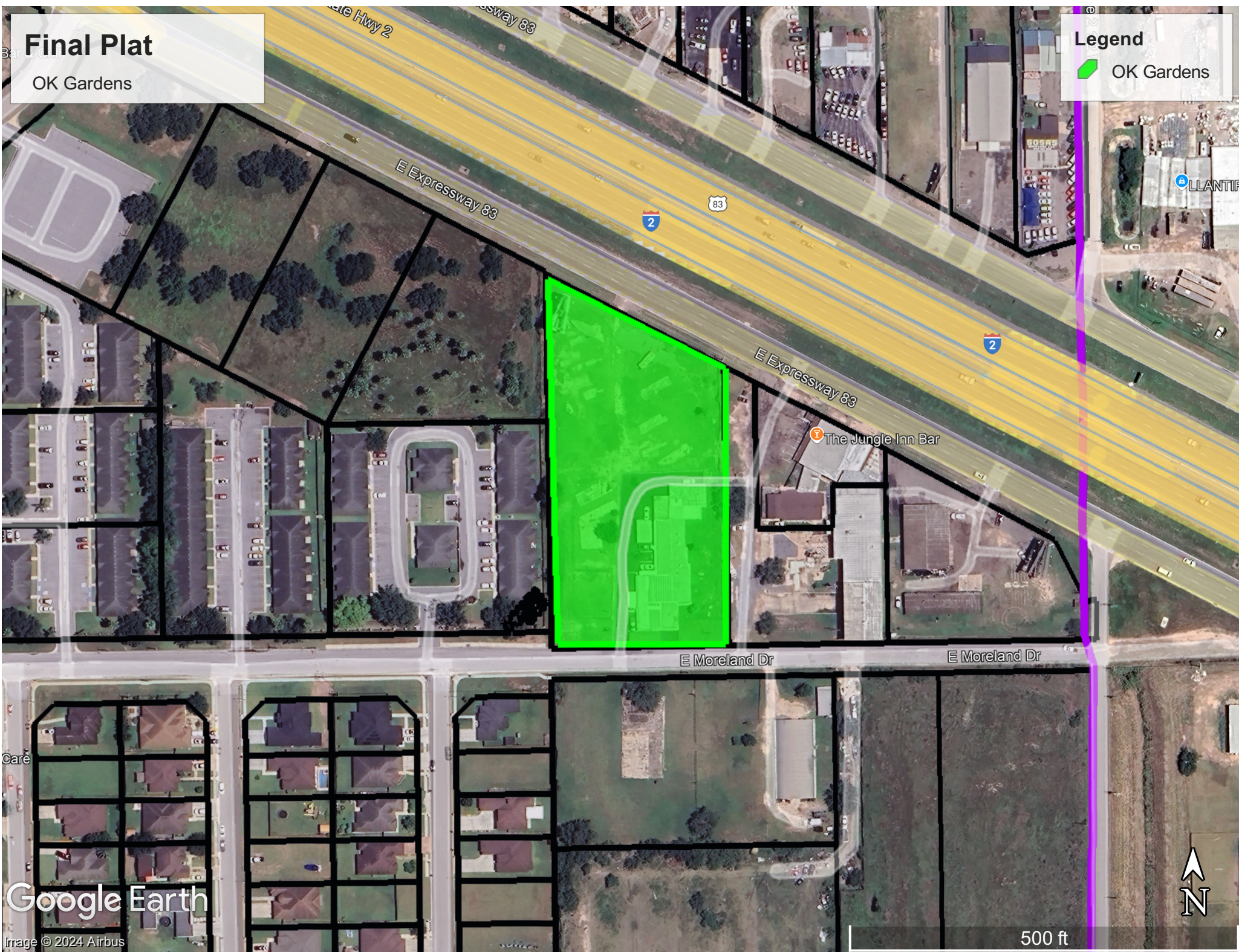
Rebekah de la Fuente, CFM

Final Plat

OK Gardens

Legend

 OK Gardens



Google Earth

Image © 2024 Airbus

500 ft



PLAT-000723-2024

SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: OK Gardens

Location: Moreland Drive west of Mile 2 1/2 West Road

Legal Description: Lot 1, Royal Subdivision

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-2 Secondary and highway district

Existing Land Use: multifam/comm Proposed Land Use: multi fam/comm

Number of Lots Proposed: 2 Gross Acreage: 2.2

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Octavio Morales Telephone: 702-372-2277

Address: 3929 E Moreland

Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: _____

ENGINEER INFORMATION

Name: Rey Robles, Jr Telephone: 956-968-2422

Address: 107 W Huisache

Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: reyr@rroblesengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: Magic Valley

☒ YES ☐ NO Phone Utility SWB

☒ YES ☐ NO Gas Utility

☒ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District 1

☒ YES ☐ NO Irrigation District HCCID#9

Has the property been assessed as flat rate irrigable property: ☐ YES ☐ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☐ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If **YES**, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to mbinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mbinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$350.00 (one time fee for preliminary and final plat)

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing & Proposed street names
- _____Utility Layout
- _____Existing & Proposed Utilities
- _____Proposed Fire Hydrants
- _____Adjoiners
- _____Street names
- _____Drainage plans and calculations with engineer's seal
- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names
- _____Proof of ownership of the property
- _____If septic tank system required, submit soil evaluation report
- _____Water Rights associated with the property
- _____Tax Receipt for all taxing entities showing that taxes are paid in full
- _____Number of fire hydrants proposed for subdivision
- _____Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- _____Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- _____Plats to be sealed by Professional Engineer
- _____Approved Drainage Report
- _____Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- _____Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____Notice of Intent
- _____SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- _____Electronic file of final plat and as-builds
- _____Reproducible plat to be recorded with all required signatures
- _____3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- _____2% inspection fee
- _____Park Fees
- _____Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- _____Tax certificates
- _____Memo from engineering inspector releasing subdivision
- _____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- _____30 Year Water and 30 Year Sewer Service Agreements
- _____Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- _____Sealed engineering cost estimates
- _____Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Octavio Morales

Owner Signature: [Signature] Date: 10-21-24

Rey Robles, Jr is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR SUBDIVISION VARIANCE

VAR-000724-2024

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: OK Gardens

Location: 3929 E Moreland Drive

Legal Description: Lot 1, Royal Subdivision

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Other additional ROW ☒ YES ☐ NO

Describe in detail the reason for the variance request:

the existing apartment building will be encroaching into the additional right-of-way. Existing building on neighboring lot (Lot 2) would also not allow expansion of road

OWNER INFORMATION

Owner's Name: Octavio Morales Telephone: 702-372-2277

Address: 3929 E Moreland Drive Fax: _____

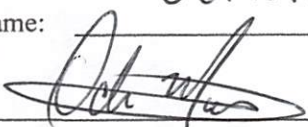
City: Weslaco State: TX Zip: 78596 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Octavio Morales

Owner Signature:  Date: 10-21-24

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Monday, October 7, 2024 1:40 PM
To: rey robles
Subject: RE: OK Gardens
Attachments: Ok Gardens Subdivision 3RdReview Comments_10_07_24.pdf; Subdivision review report.pdf

Good afternoon

Attached are the subdivision review reports, you project has been approved with corrections. Please submit the following documents for Commission approval.

- Platting Application
- \$355.00 application fee
- 12 plat sets (plat, drainage and utility sheet)
- Up to date/ approved drainage report
- Variance application for row dedication
- \$55.00 application fee
- \$100.00 fire review fee

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3403
Fax: (956) 973-3128
rdelafuente@weslacotx.gov



From: rey robles <reyr@rroblesengineering.com>
Sent: Tuesday, October 1, 2024 9:43 AM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Subject: Re: OK Gardens

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Good morning Rebekah, attached find the updated plat for OK Gardens. The notes and the X&Y have been added.

Sincerely,
Rey Robles, Jr.

On Wed, Sep 25, 2024 at 10:20 AM Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:

Good Morning,

Attached are the subdivision review reports, there are still pending comments from the Engineering Department. Please review and make the necessary changes and email back a PDF copy for staff to review and approve

Rebekah de la Fuente, CFM

Planning & Code Enforcement Director



City of Weslaco

255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 447-3403

Fax: (956) 973-3128

rdelafuente@weslacotx.gov

From: rey robles <reyr@rroblesengineering.com>
Sent: Friday, September 13, 2024 1:59 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Subject: Re: OK Gardens

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Good afternoon, attached find the updated plat sheets and comment sheets. Please note that we will need to request a variance for the additional right of way for Lot 2 for the existing building.

Thank you,

Sincerely,

Rey Robles, Jr.



PLAN CORRECTIONS REPORT PAR-000686-2024 FOR CITY OF WESLACO

PLAN ADDRESS: Ok Gardens
Weslaco, TX 78596

PARCEL:

APPLICATION DATE: 08/21/2024 **SQUARE FEET:** 0.00 **DESCRIPTION:** OK GARDENS
EXPIRATION DATE: 08/21/2025 **VALUATION:** \$0.00

CONTACTS	Name	Company	Address
Engineer		ROBLES ENGINEERING LLC	W 107 Huisache St Weslaco, TX
Owner	OCTAVIO MORALES		2312 Monaco Dr Mission, TX 78573

Pre-Application Subdivision Review

REVIEW ITEM	STATUS	REVIEWER
Building Review - Planning v.1 Building Review - Planning	Approved	Felix Salazar email: fsalazar@weslacotx.gov
Engineering v.1 Review conducted by the engineering department	Requires Re-submit	Alberto Aldana Ph: 956-969-1533 email: aaldana@weslacotx.gov
Engineering v.2 Review conducted by the engineering department	Requires Re-submit	Alberto Aldana Ph: 956-969-1533 email: aaldana@weslacotx.gov
Engineering v.3 Review conducted by the engineering department	Approved with Comments	Alberto Aldana Ph: 956-969-1533 email: aaldana@weslacotx.gov
Fire Review v.1 Review by the fire department	Approved	Mike Swinnea Ph: 956-447-1990 email: mswinnea@weslacotx.gov
Planning/Zoning v.1 Review conducted by the planning and zoning department	Requires Re-submit	Kayla Arevalo email: karevalo@weslacotx.gov
Planning/Zoning v.2 Review conducted by the planning and zoning department	Approved with Comments	Kayla Arevalo email: karevalo@weslacotx.gov
Police v.1 Review conducted by the police department	Not Required	System Administrator Ph: 444 email: admin@energov.com
Public Works v.1 Public Works	Requires Re-submit	Marcelo Cosme Ph: 956-973-3146 email: mcosme@weslacotx.gov
Public Works v.2 Public Works	Approved with Comments	Marcelo Cosme Ph: 956-973-3146 email: mcosme@weslacotx.gov

CONDITION(S) General Condition - Public works approved with comments

Comment: missing the sewer tap for this property two inch water service needs to have 2" Corp stop with valve casing and DFW meter box with antenna hole

General Condition - Planning approved w/comments

Comment: 1. Rezone lot 1 to commercial after platting.
2. add Plat note: The owner(s)/developer(s) shall sign and record an indemnification agreement holding harmless the City of Weslaco and indemnifying it from all obligations to maintain said streets and from any liability arising out of or incident to such streets.
3. add Plat note: The developer shall sign and record a private street agreement on a form established by the City of Weslaco after consultation with the city attorney.



**City of Weslaco
Engineering Division**

255 S. Kansas ♦ Weslaco, TX 78570 ♦ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: OK Gardens
Location: 3929 Moreland Drive
Applicant: Rey Robles, Jr. ☐ Owner ☒ Agent
Address: 107 W Huisache St Phone Number: 956-968-2422

B. Trip Generation Calculation

The texts needed to complete this table are available at the Planning Department. See back of sheet for more information.

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
820	Shopping Center	1.42	7,500		98	88	1033

Comments: Lot 1- use undecided, shopping center used to estimate possible trip generation

Prepared by: Rey Robles, Jr. Date: _____

Address: 107 W Huisache Street Phone Number: 956-968-2422

(For Official Use Only, Do Not Write In This Box)

_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments: _____

Reviewed by: _____ Date: _____ STID#: _____



**City of Weslaco
Engineering Division**

255 S. Kansas ♦ Weslaco, TX 78570 ♦ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: OK Gardens
Location: 3929 Moreland Drive
Applicant: Rey Robles, Jr. ☐ Owner ☒ Agent
Address: 107 W Huisache St Phone Number: 956-968-2422

B. Trip Generation Calculation

The texts needed to complete this table are available at the Planning Department. See back of sheet for more information.

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
220	Multifamily low rise	0.691		8	6	7	20

Comments: Lot 2- existing use is apartments with 8 units

Prepared by: Rey Robles, Jr. Date: _____

Address: 107 W Huisache Street Phone Number: 956-968-2422

(For Official Use Only, Do Not Write In This Box)

_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments: _____

Reviewed by: _____ Date: _____ STID#: _____

Sheet1

OK Gardens
Trip Generation calculation worksheet

220 Multifamily low rise

AM Peak

$$\ln(T) = 0.94\ln(X) - 0.29$$

$$\ln(T) = 0.94\ln(8) - 0.29$$

$$\ln(T) = 1.66$$

$$T=6$$

PM Peak

$$T=0.66(x)+1.41$$

$$T=0.66(8)+1.41$$

$$T=7$$

Weekday Peak

$$T=7.56(x)-40.86$$

$$T=7.56(8)-40.86$$

$$T=20$$

820 Shopping Center

AM Peak

$$T=2.76(x)+77.28$$

$$T=2.76(7.5)+77.28$$

$$T=98$$

PM Peak

$$\ln(T)=0.72\ln(x)+3.02$$

$$\ln(T)=0.72\ln(7.5)+3.02$$

$$\ln(T)=3.47$$

$$T=88$$

Weekday Peak

$$\ln(T)=0.68\ln(x)+5.57$$

$$\ln(T)=0.68\ln(7.5)+5.57$$

$$\ln(T)=6.94$$

$$T=1033$$

Multifamily Housing (Low-Rise) (220)

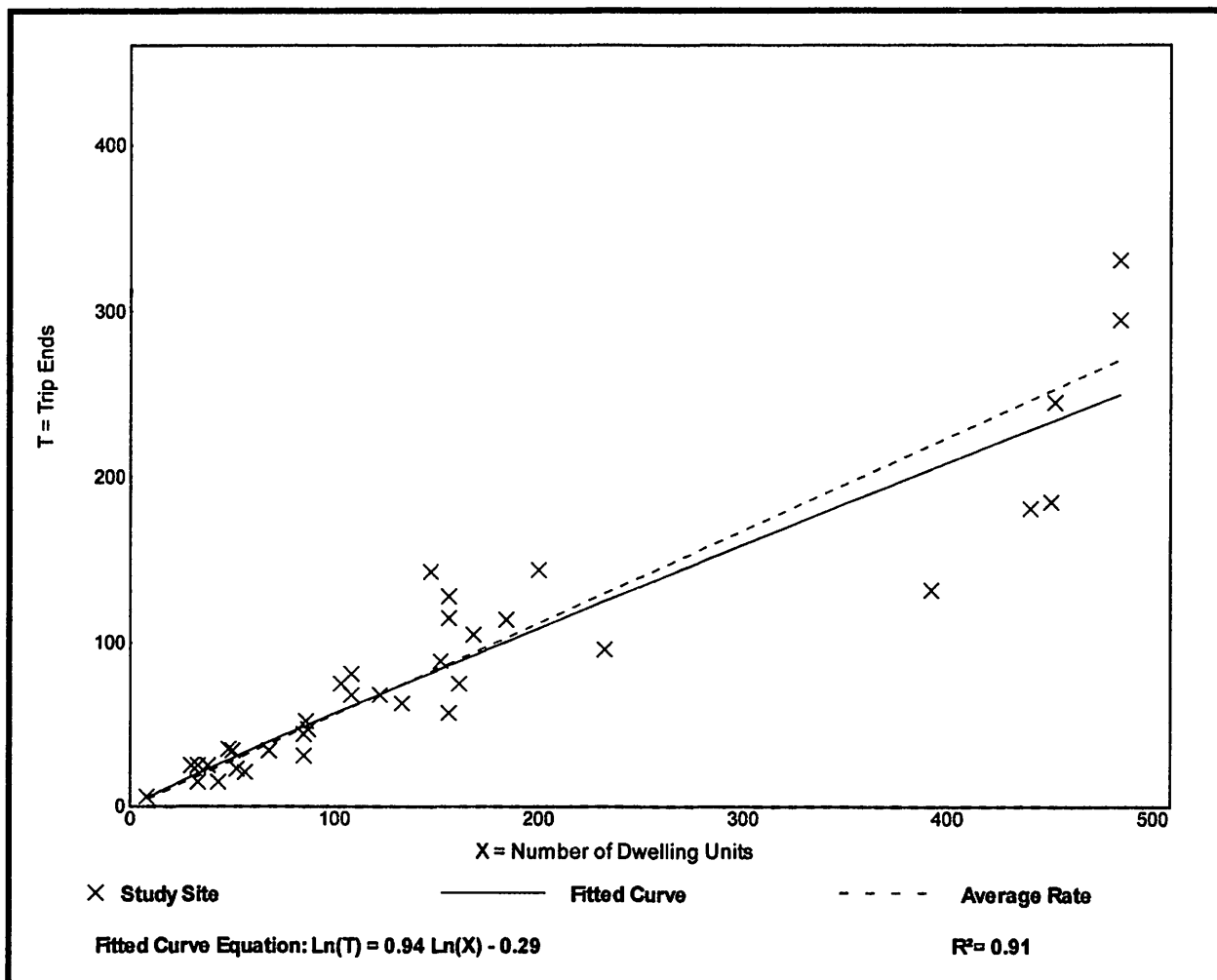
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 36
Avg. Num. of Dwelling Units: 161
Directional Distribution: 28% entering, 72% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.56	0.34 - 0.97	0.15

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

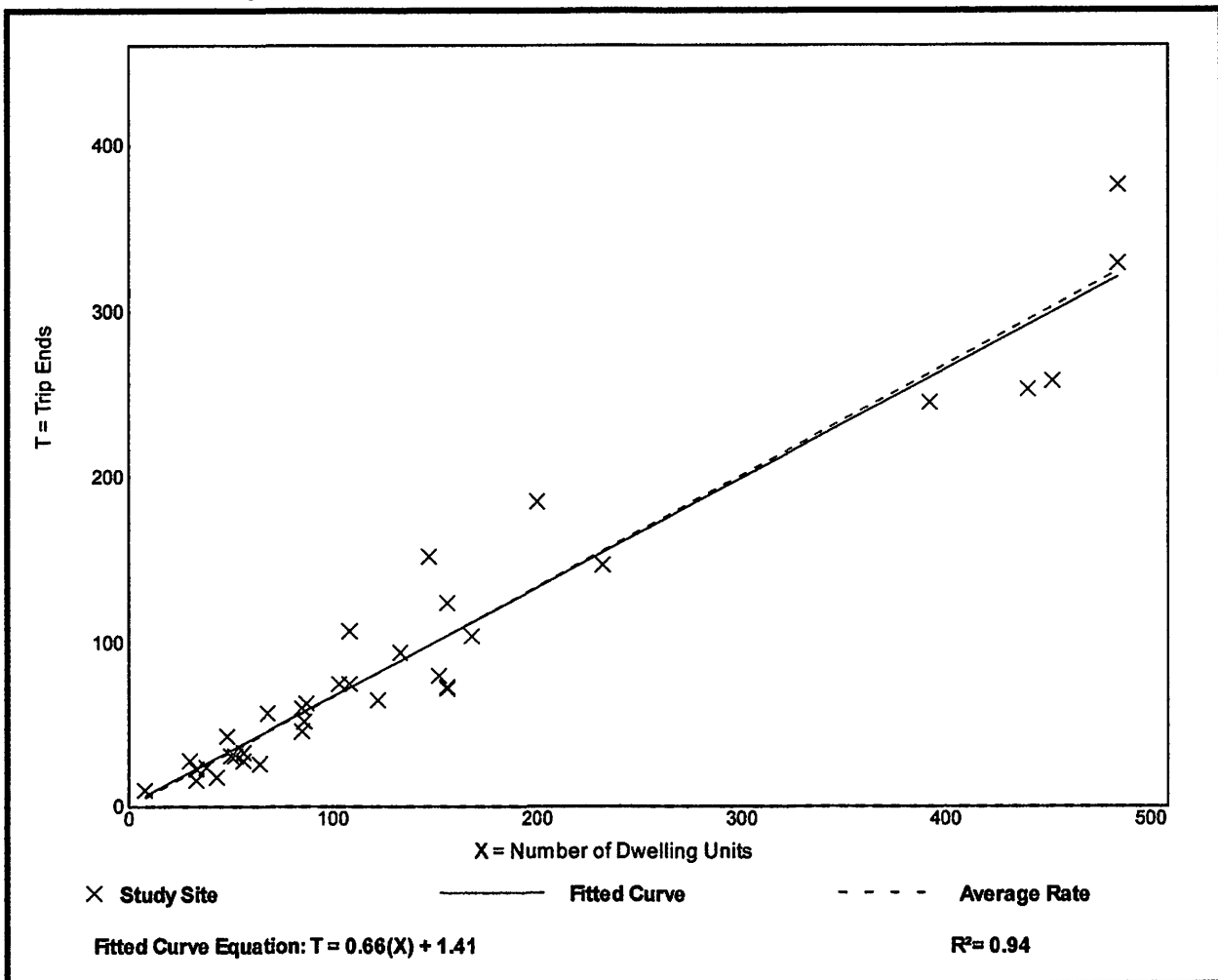
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 35
Avg. Num. of Dwelling Units: 146
Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.67	0.41 - 1.25	0.14

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

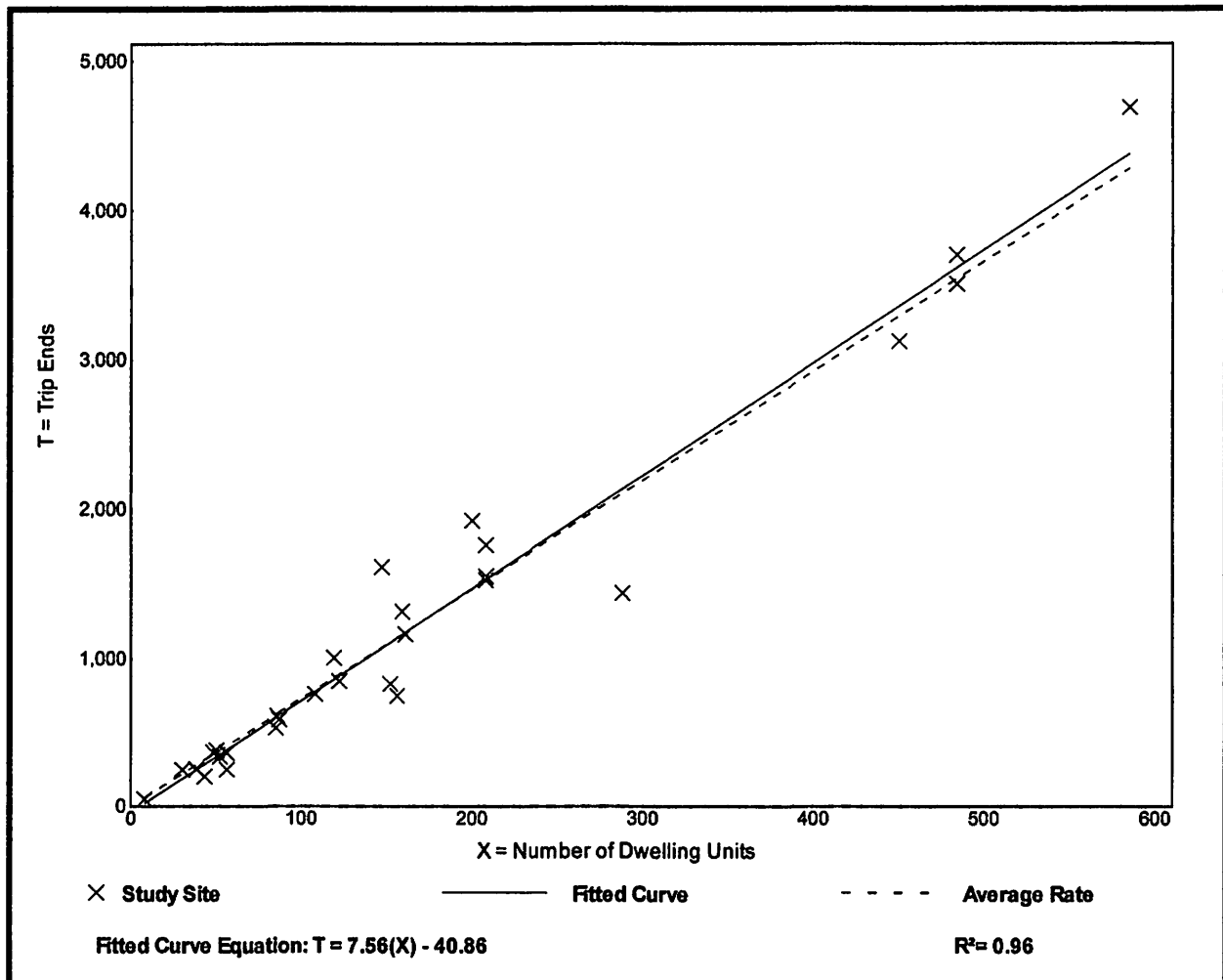
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



Shopping Center (820)

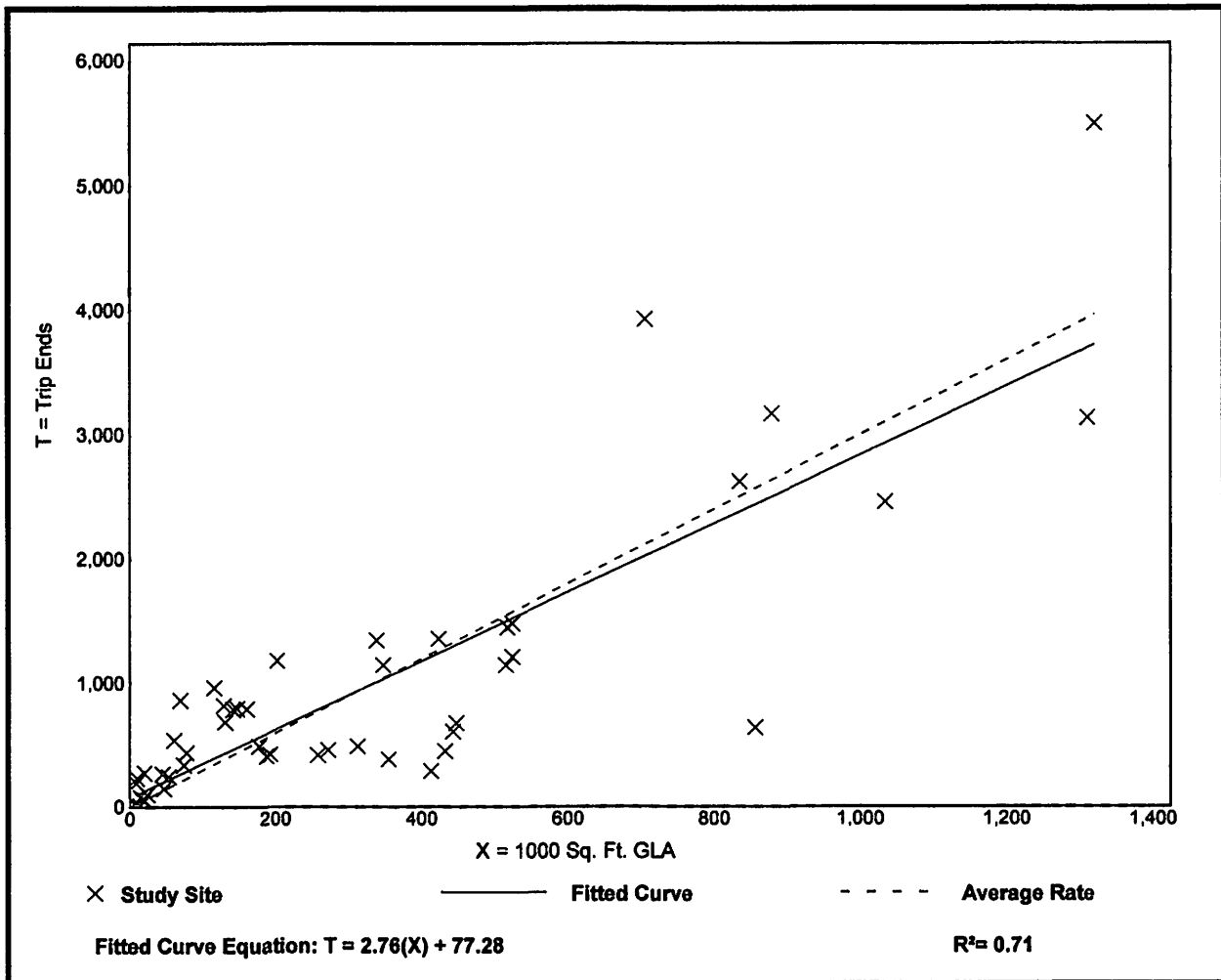
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 47
1000 Sq. Ft. GLA: 323
Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.00	0.70 - 23.74	1.85

Data Plot and Equation



Shopping Center (820)

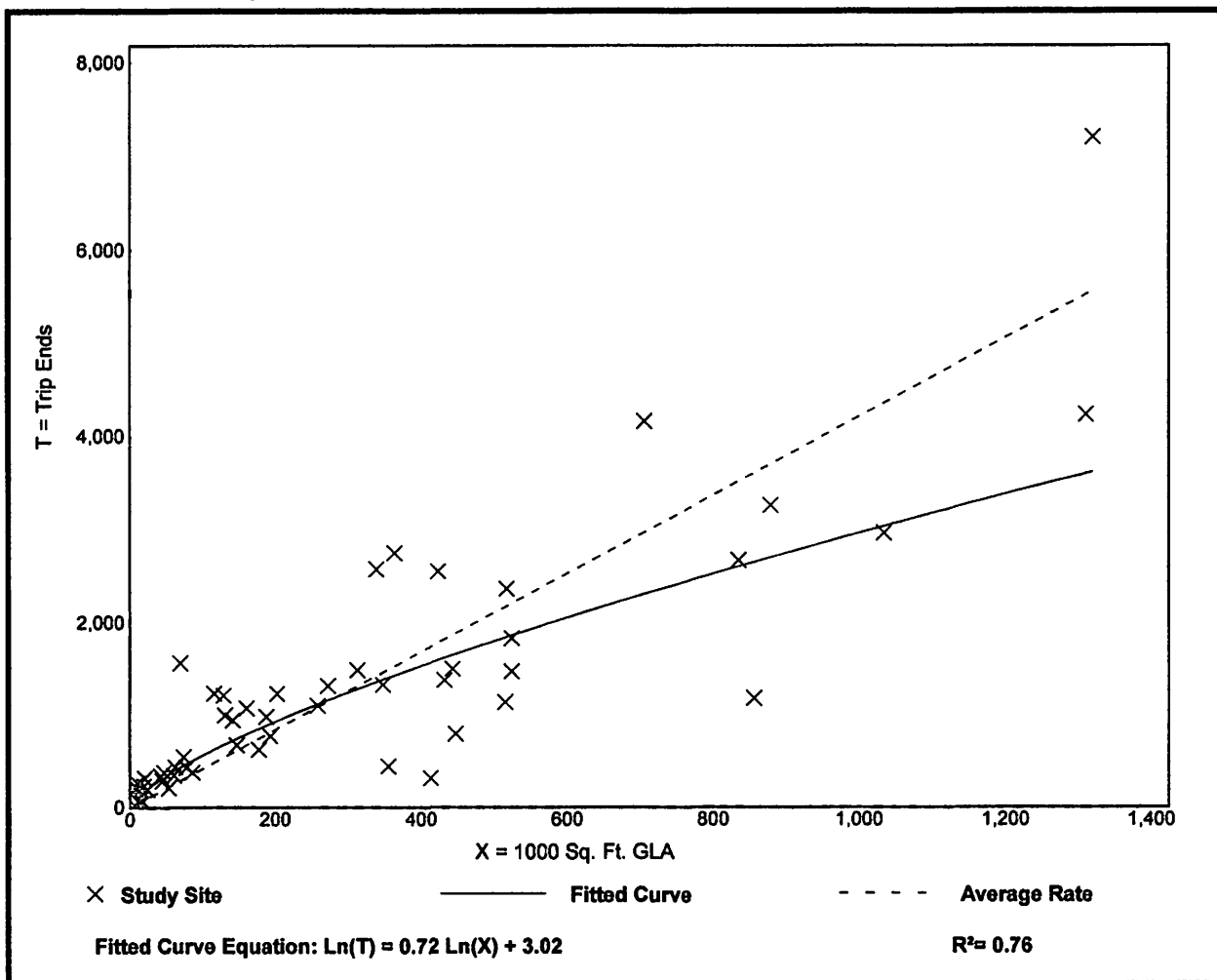
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 53
1000 Sq. Ft. GLA: 298
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
4.21	0.78 - 27.27	2.47

Data Plot and Equation



Shopping Center (820)

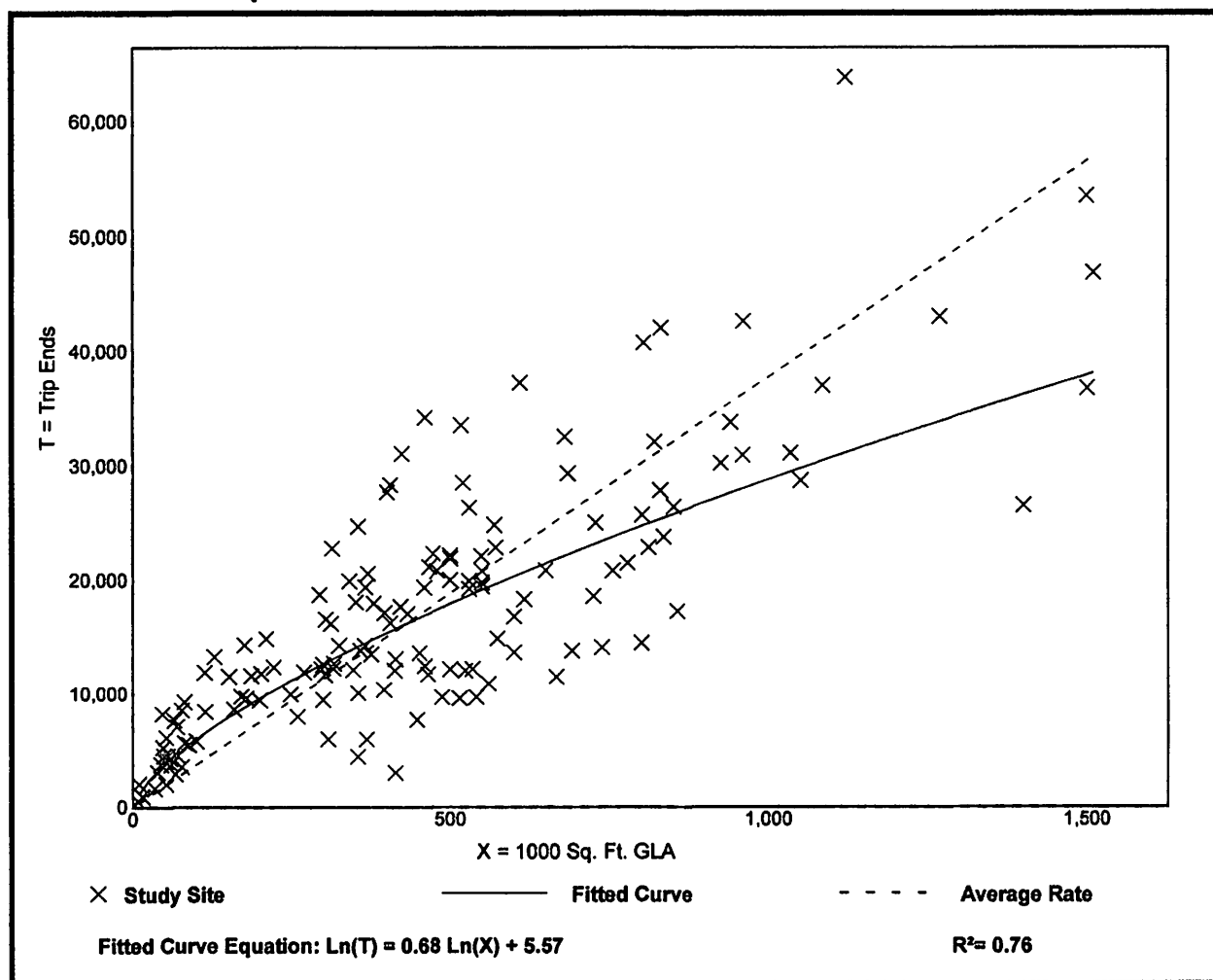
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on United States Geological Survey (USGS) Scientific Investigations Report 2004-5041
"Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas"

1. Select English or SI Units

2. Select or Enter a County

3. Enter a Time of Conc.

Select Units

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00

Intensity
(in./hr)

4.07	5.47	6.36	7.54	8.69	9.88
------	------	------	------	------	------

DRAINAGE STATEMENT

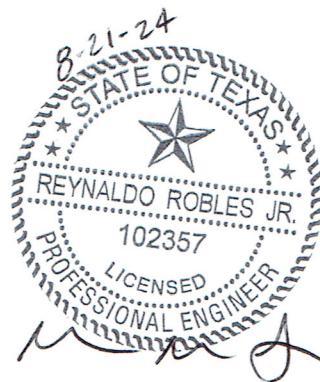
FOR

OK Gardens

CITY OF WESLACO
HIDALGO COUNTY, TEXAS

AUGUST 21, 2024

Prepared By:



Reynaldo Robles, Jr., P.E.

Index

Page 1 – Cover Sheet

Page 2 – Index

Page 3 – Drainage Statement (Flood Zone Designation,
Existing Soils, Existing Conditions, Future Conditions)

Page 4 – Location Map

Page 5- USGS Map

Page 6 – Drainage Calculations

Page 7-8 – Coefficient Reference Table

Pages 9-10 – FEMA FIRM Map

Pages 11-13 – USDA Soil Map and Legend

Page 14 – USDA Soil Report: Engineering Properties

Pages 15-16 – Subdivision Plat Sheets

Page 17 – Mile 2 West Road profile

DRAINAGE STATEMENT
For
OK GARDENS
CITY OF WESLACO
HIDALGO COUNTY, TEXAS

OK Gardens is located on the north side of Moreland Drive west of Mile 2 ½ West Road within the City of Weslaco in Hidalgo County, Texas and is described as follows: Lot 1, Royal Subdivision, according to the map or plat thereof recorded in Volume 25, Page 181 of the Hidalgo County Map Records.

Flood Zone Designation:

By graphical plotting this property falls in flood zone "X" (shaded), described as areas of 500-year flood; areas of 100-year flood with average depths of less than one foot or with drainage areas of less than one square mile; or areas protected by levees from base flood, as per F.E.M.A. Flood Insurance Rate Map with Community Panel No. 480334 0450 C, revised to reflect LOMR dated May 30, 2002.

Existing Soils:

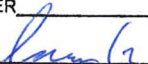
Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of Raymonville clay loam (52). Raymonville clay loam is listed in hydrologic soil group C, which consist of soils with a slow infiltration rate.

Pre-development Conditions:

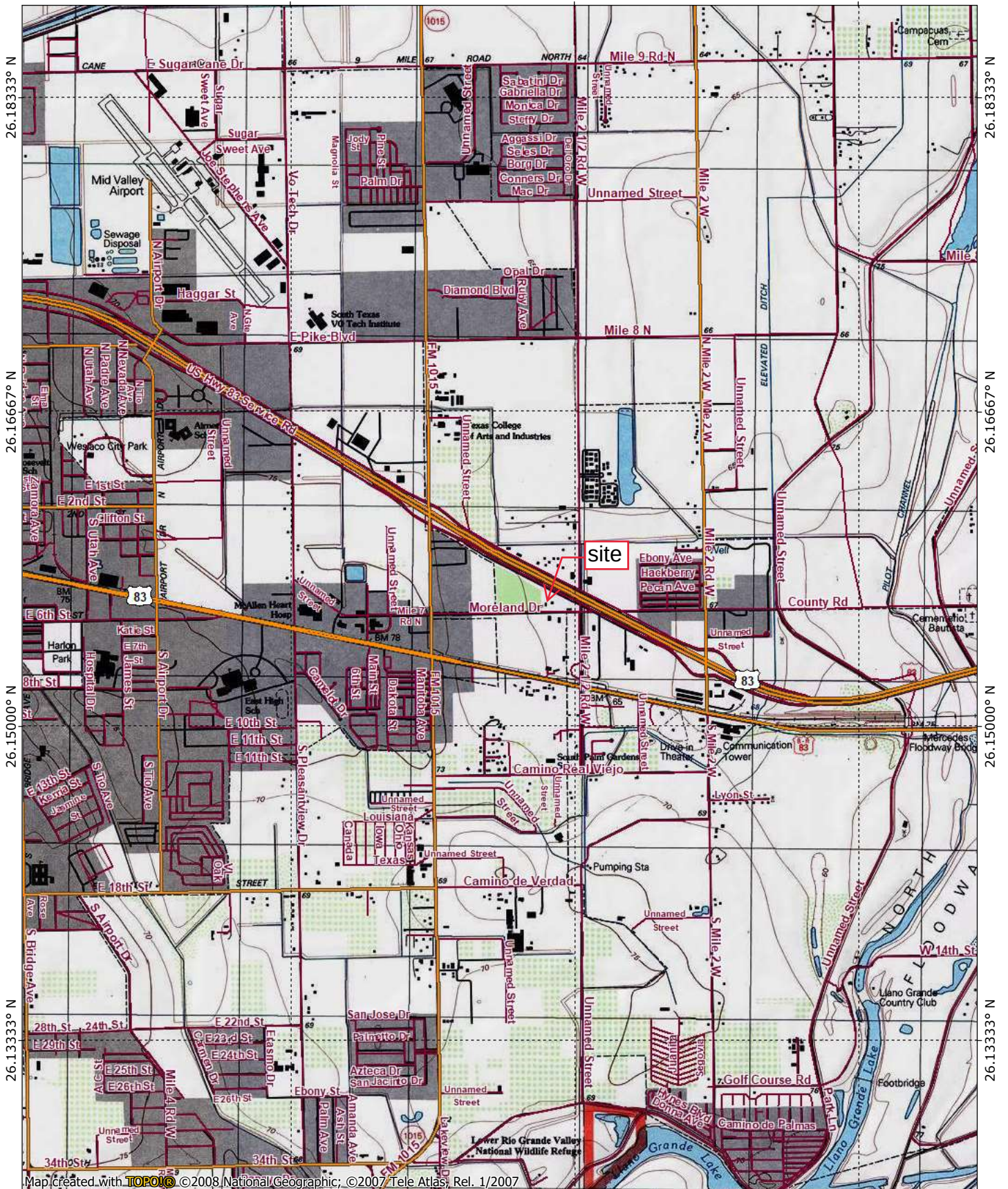
The land comprising this subdivision consists of an existing apartment building with a parking lot and open land. Review of the topographic information of the site reveals the site is fairly level with a slight slope towards the southeast. Pre-development calculations for a 10-year frequency storm reveal an estimated pre-development runoff of 3.15 CFS.

Future Conditions:

The development will consist of two lots, with Lot 1 being for commercial use and Lot 2 consisting of existing apartments. Drainage calculations for a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula reveal an increase Q of 13.45 CFS, with a total maximum volume of additional run-off of 18,356 cubic feet (0.0421 acre-ft), and a future peak Q of 16.60 CFS. Additional run-off for Lot 1 will be detained within a proposed detention pond on the west side of the lot and drain into a City of Weslaco inlet located on Moreland Drive via a proposed 8-inch bleeder line. A detention plan for Lot 1 is to be approved by the City of Weslaco at time of issuance of a building permit.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☐ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER _____	
	9-13-24
H.C.D.D. NO. 1	DATE





revised Detention Volume

OK Gardens Subdivision

Using Modified Rational Method:

Maximum Additional Runoff Volume for 10-Year Undeveloped VS 50-Year Developed to determine required detention Volume.

For the existing Subdivision site:

Area = 2.109 ac.
Runoff Length = 345 ft
Slope = 0.4 %
Cex = 0.2
 $V = K_u K_s p^{0.5} = 0.63 \text{ ft/s}$
 $t_c = L / 60V = 9.09 \text{ min.}$
TC MIN 10.00 min.
 $I = b / (t_c + d)^e = 7.47 \text{ in./hr.}$

Where $Q = CIA = 3.15 \text{ cfs}$

10-Yr	b= Intensity-Frequency	116.24
	d= Duration Coefficients for	14.33
	e= Hidalgo County, TX	0.8599

For the future developed subdivision (50yr):

	Area (SF)	Area %	C	Weighted C
Commercial	61762	67	0.83	0.56
Multi-family (Lot2)	30093	33	0.68	0.22

weighted runoff coefficient: 0.78

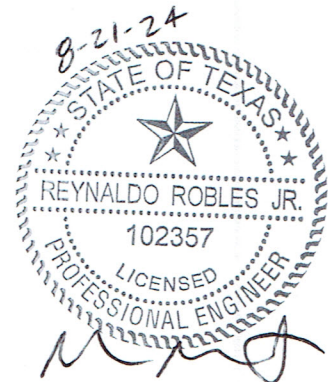
Area = 2.109 ac.
Runoff Length = 345 ft
Slope = 0.5 %
Cfut = 0.780858
 $V = K_u K_s p^{0.5} = 1.44 \text{ ft/s}$
 $t_c = L / 60V = 4.01 \text{ min.}$
TC MIN 10.00 min.
 $I = b / (t_c + d)^e = 10.08 \text{ in./hr.}$

Where $Q = CIA = 16.60 \text{ cfs}$

50-Yr	b= Intensity-Frequency	170.66
	d= Duration Coefficients for	16.71
	e= Hidalgo County, TX	0.8613

Duration (min.)	Intensity (in/hr)	Q_{in} (cfs)	Vol_{in} (ft ³)	Q_{out} cfs	Vol_{out} (ft ³)	Storage (ft ³)
10	10.08	16.60	9,957	3.15	1,324	8,633
20	7.66	12.62	15,143	3.15	2,270	12,873
30	6.23	10.25	18,458	3.15	3,215	15,243
40	5.27	8.68	20,824	3.15	4,160	16,664
50	4.58	7.54	22,632	3.15	5,106	17,526
60	4.06	6.69	24,080	3.15	6,051	18,029
70	3.65	6.02	25,280	3.15	6,997	18,283
80	3.33	5.48	26,299	3.15	7,942	18,356
90	3.06	5.03	27,182	3.15	8,888	18,294
100	2.83	4.66	27,960	3.15	9,833	18,126
110	2.64	4.34	28,653	3.15	10,779	17,875
120	2.47	4.07	29,278	3.15	11,724	17,554
130	2.32	3.83	29,847	3.15	12,670	17,178
140	2.20	3.62	30,368	3.15	13,615	16,753

Total Required Detention Volume: 18,356 cfs =
0.421 ac-ft



OK Gardens

Lot 2

Using Modified Rational Method:

Maximum Additional Runoff Volume for 10-Year Undeveloped VS 50-Year Developed to determine required detention Volume.

For the existing Subdivision site:

Area = 0.691 ac.
Runoff Length = 215 ft
Slope = 0.4 %
Cex = 0.2
 $V = K_u K_s S_p^{0.5} = 0.63 \text{ ft/s}$
 $t_c = L / 60V = 5.66 \text{ min.}$
TC MIN 10.00 min.
 $I = b / (t_c + d)^e = 7.47 \text{ in./hr.}$

Where $Q = CIA = 1.03 \text{ cfs}$

10-Yr	b= Intensity-Frequency	116.24
	d= Duration Coefficients for	14.33
	e= Hidalgo County, TX	0.8599

For the future developed subdivision (50yr):

	Area (SF)	Area %	C	Weighted C
Roof	9916	33	0.9	0.30
Pavement	9835	33	0.8	0.26
Green	10349	34	0.35	0.12
weighted runoff coefficient:				0.68

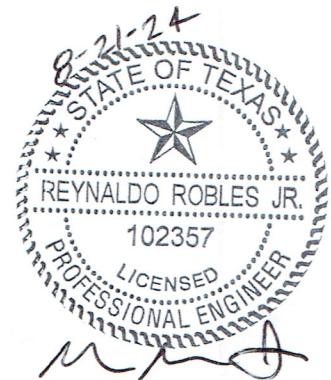
50-Yr	b= Intensity-Frequency	170.66
	d= Duration Coefficients for	16.71
	e= Hidalgo County, TX	0.8613

Area = 0.691 ac.
Runoff Length = 215 ft
Slope = 1 %
Cfut = 0.678225
 $V = K_u K_s S_p^{0.5} = 1.00 \text{ ft/s}$
 $t_c = L / 60V = 3.58 \text{ min.}$
TC MIN 10.00 min.
 $I = b / (t_c + d)^e = 10.08 \text{ in./hr.}$

Where $Q = CIA = 4.72 \text{ cfs}$

Duration (min.)	Intensity (in/hr)	Q_{in} (cfs)	Vol_{in} (ft ³)	Q_{out} (cfs)	Vol_{out} (ft ³)	Storage (ft ³)
10	10.08	4.72	2,834	1.03	421	2,413
20	7.66	3.59	4,309	1.03	730	3,579
30	6.23	2.92	5,253	1.03	1,040	4,213
40	5.27	2.47	5,926	1.03	1,350	4,576
50	4.58	2.15	6,441	1.03	1,660	4,781
60	4.06	1.90	6,853	1.03	1,970	4,883
70	3.65	1.71	7,194	1.03	2,279	4,915
80	3.33	1.56	7,484	1.03	2,589	4,895
90	3.06	1.43	7,735	1.03	2,899	4,837
100	2.83	1.33	7,957	1.03	3,209	4,748
110	2.64	1.24	8,154	1.03	3,518	4,636
120	2.47	1.16	8,332	1.03	3,828	4,504
130	2.32	1.09	8,494	1.03	4,138	4,356
140	2.20	1.03	8,642	1.03	4,448	4,194

Total Required Detention Volume: 4,915 cfs =
0.113 ac-ft



Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on United States Geological Survey (USGS) Scientific Investigations Report 2004-5041
"Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas"

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.
Select Units

15 min

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00

Intensity
(in./hr)

4.07	5.47	6.36	7.54	8.69	9.88
------	------	------	------	------	------

Table 3-1. Runoff Coefficients for Rational Formula.⁽¹⁴⁾	
Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	



SCALE 1" = 2000'



NFIP

PANEL 0450 C

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

MAP REVISED:
JUNE 6, 2000



REVISED TO
REFLECT LOMR
DATED 3/1/02

Federal Emergency Management Agency



SCALE 1" = 2000'



LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
ZONE AE Base flood elevations determined.
ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE A99 To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
ZONE V Coastal flood with velocity hazard (wave action); no base flood elevations determined.
ZONE VE Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.

OTHER AREAS

- ZONE X** Areas determined to be outside 500-year floodplain.
ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



- Floodplain Boundary
 Floodway Boundary
 Zone D Boundary
 Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

- Base Flood Elevation line: Elevation in Feet*
 cross Section Line
 Base Flood Elevation in Feet Where Uniform Within Zone*
 Elevation Bench Mark (See notes below)
 River Mile
 M1.5
 Referenced to the National Geodetic Vertical Datum of 1929

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

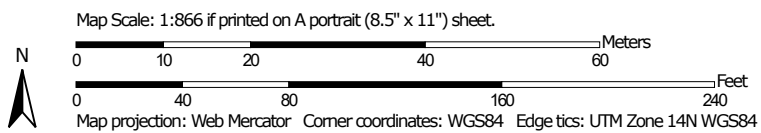
MAP REVISED:
JUNE 6, 2000



REVISED TO
REFLECT LOMR
DATED 3/3/02

Federal Emergency Management Agency

Soil Map—Hidalgo County, Texas



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

8/8/2024
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 21, 2021—Mar 2, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
52	Raymondville clay loam, 0 to 1 percent slopes	2.3	100.0%
Totals for Area of Interest		2.3	100.0%

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
52—Raymondville clay loam, 0 to 1 percent slopes														
Raymondville	85	C	0-15	Clay loam	CL	A-7-6, A-6	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	51-68-85	37-44-50	18-24-30
			15-43	Clay, clay loam	CH, CL	A-7-6, A-6	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	75-85-95	38-47-55	19-27-35
			43-65	Clay, clay loam	CH, CL	A-7-6	0-0-0	0-0-0	100-100-100	85-93-100	80-90-100	75-85-95	40-47-53	20-25-30

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023





Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1156	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve Ordinance 2024-36 for the Voluntary Annexation of Pleasantview Apartments Subdivision also being a 5.902-acre tract of land, out of Farm Tract 722, Block 137, West and Adams Tracts, Subdivision, Weslaco, Hidalgo County, Texas located on the southwest corner of the intersection of Pleasantview Dr. and Mile 5 ½ North Road. First reading of Ordinance 2024-36. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by City of Weslaco through an 8" sewer line. The property is within a Flood Zone "X".			
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): The Planning and Zoning Commission recommended approval of the Annexation request.			
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.			
Attachments, if any: Voluntary Annexation- Pleasantview Apartments Subdivision - Memo, Pleasantview apartments subd.-Application, Annexation Pleasantview Apartments - Aerial, O2024-36 Voluntary annex Pleasantview Apartments			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Voluntary Annexation- Pleasantview Apartments Subdivision

DATE: December 9, 2024

The proposed eighteen (18) lot subdivision is located just outside the City of Weslaco city limits and with be for multi-family type use. The location is provided with water and sewer by City of Weslaco. This annexation will be contiguous to the current city limits.

Thank you,

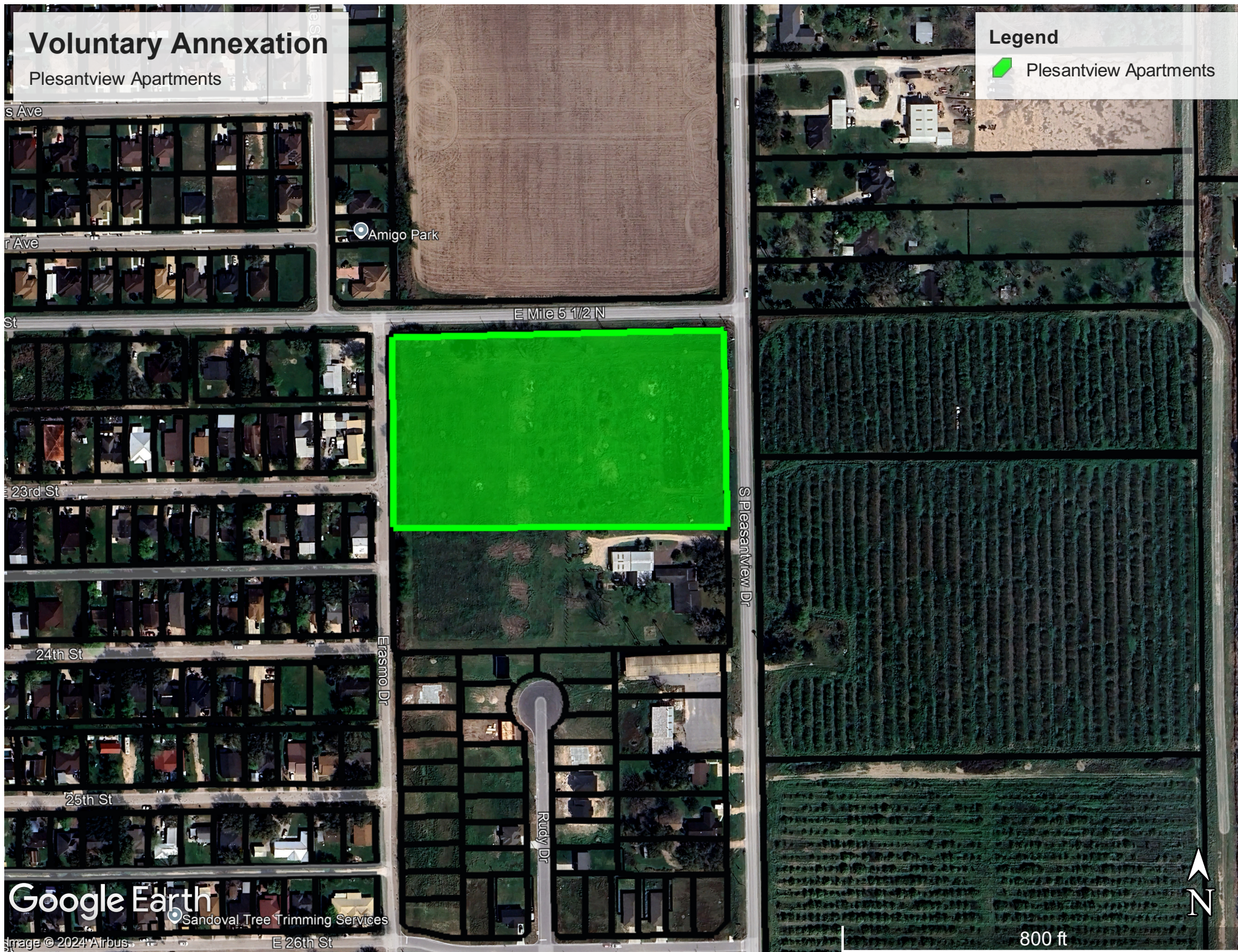
Rebekah de la Fuente, CFM

Voluntary Annexation

Plesantview Apartments

Legend

 Plesantview Apartments



ORDINANCE NO. 2024-36

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 5.902 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 5.902 acres and are more specifically described as follows, to-wit:

METES & BOUNDS DESCRIPTION

Being 5.902-Acre Tract of land, more or less, out of Farm Tract 772, Block 137, The West and Adams Tracts Subdivision, Hidalgo County, Texas, according to a map or plat thereof now of record in the office of the County Clerk of Hidalgo County, Texas. (Exhibit A)

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of December 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of January 2025

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**

EXHIBIT A

METES AND BOUNDS 5.902-ACRE TRACT

A 5.902-Acre Tract of land, more or less, out of Farm Tract 772, Block 137, The West and Adams Tracts Subdivision, as per map or plat thereof recorded in Volume 2, Pages 34 - 37, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purpose, located at the Southwest corner of the intersection of Pleasantview Drive and Mile 51/2 North Road, is more particularly described by metes and bounds as follows:

The POINT OF COMMENCEMENT (P.O.C.) being at a point on the apparent existing 60.00-foot right-of-way centerline of said Pleasantview Drive for the apparent Northeast corner of said Farm Tract 772 and of said 5.902-Acre Tract, and also being the POINT OF BEGINNING of said 5.902-Acre Tract of land herein described;

THENCE, S 01°12'45" E, with the said Pleasantview Drive existing 60.00-foot right-of-way centerline, and the apparent East lot line of said Farm Tract 772 and of said 5.902-Acre Tract, a distance 384.00 feet to a found 60D nail for the apparent Southeast corner of said 5.902-Acre Tract of land herein described;

THENCE, S 88°47'15" W, parallel to the apparent North lot line of said Farm Tract 772, and with the apparent North lot line of a tract of land vested in Michelle and Severiano Peña (Document No. 3045023, Official Records, Hidalgo County, Texas) and the South lot line of said 5.902-Acre Tract, a distance of 30.00 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the apparent West right-of-way line of said Pleasantview Drive, continuing for a total distance of 669.57 feet to a No. 4 Rebar set with plastic cap stamped 2791 on the apparent Hidalgo and Cameron County Irrigation District No. 9 existing 30-foot irrigation easement centerline for the apparent Southwest corner of said 5.902-Acre Tract of land herein described;

THENCE, N 01°12'45" W, parallel to the said East lot line of Farm Tract 772, and with the said Hidalgo and Cameron County Irrigation District No. 9 existing 30-foot irrigation easement centerline and the apparent West lot line of said 5.902-Acre Tract, a distance of 384.00 feet to a point within an existing 48-inch irrigation well apparent existing center and being on the apparent existing South right-of-way line of said Mile 51/2 North Road for the apparent Northwest corner of said 5.902-Acre Tract of land herein described;

THENCE, N 88°47'15" E, with said Mile 51/2 North Road existing South right-of-way line and

the apparent North lot line of Farm Tract 772 and of said 5.902-Acre Tract, a distance of 639.57 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the said Pleasantview Drive existing West right-of-way line, continuing for a total distance of 669.57 feet to the said point for the Northeast corner of said 5.902-Acre Tract of land herein described, also being the POINT OF BEGINNING, containing a gross of 5.902 acres of land, of which 0.264 of an acre lies in existing Road Right-of-Way easement, for a net of 5.638 acres of land, more or less.

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



APPLICATION FOR VOLUNTARY ANNEXATION

ANNX-000735-2024

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

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

FILE NO.



GENERAL INFORMATION

Name of Subdivision: PLEASANTVIEW APARTMENTS SUBDIVISION

Location: SOUTHWEST CORNER OF MILE 5 1/2 NORTH AND S. PLEASANT VIEW DR.

Legal Description: A 5.902 ACRE TRACT OF LAND OUT OF FARM TRACT 772, BLOCK 137, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

- ☐ Petition for annexation signed and notarized by property owners.
- ☐ Detailed dimensioned site plan/map must be submitted with this request.
- ☐ Survey and metes and bounds.
- ☐ City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: Javier Hernandez Telephone: (956) 984-9756

Address: 1111 W. Norans Ave Fax: _____

City: McAllen State: TX Zip: 78504 E-mail: _____

ENGINEER INFORMATION

Name: WILLIE ARRIATA Telephone: (956) 784-0218

Address: 910 YLLADEL PRADO Fax: _____

City: Donna State: TX Zip: 78537 E-mail: nainengineering@yahoo.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

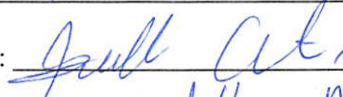
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: Javier Hernandez, as President of Premier Partnership, LLC

Owner Signature:  Date: 11/10/29

Willie Arratia is the authorized agent

Authorized Agent Signature:  Date: 11/10/29

Authorized Agent Printed Name: Willie Arratia

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

METES AND BOUNDS 5.902-ACRE TRACT

A 5.902-Acre Tract of land, more or less, out of Farm Tract 772, Block 137, The West and Adams Tracts Subdivision, as per map or plat thereof recorded in Volume 2, Pages 34 - 37, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purpose, located at the Southwest corner of the intersection of Pleasantview Drive and Mile 51/2 North Road, is more particularly described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a point on the apparent existing 60.00-foot right-of-way centerline of said Pleasantview Drive for the apparent Northeast corner of said Farm Tract 772 and of said 5.902-Acre Tract, and also being the **POINT OF BEGINNING** of said 5.902-Acre Tract of land herein described;

THENCE, S 01°12'45" E, with the said Pleasantview Drive existing 60.00-foot right-of-way centerline, and the apparent East lot line of said Farm Tract 772 and of said 5.902-Acre Tract, a distance 384.00 feet to a found 60D nail for the apparent Southeast corner of said 5.902-Acre Tract of land herein described;

THENCE, S 88°47'15" W, parallel to the apparent North lot line of said Farm Tract 772, and with the apparent North lot line of a tract of land vested in Michelle and Severiano Peña (Document No. 3045023, Official Records, Hidalgo County, Texas) and the South lot line of said 5.902-Acre Tract, a distance of 30.00 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the apparent West right-of-way line of said Pleasantview Drive, continuing for a total distance of 669.57 feet to a No. 4 Rebar set with plastic cap stamped 2791 on the apparent Hidalgo and Cameron County Irrigation District No. 9 existing 30-foot irrigation easement centerline for the apparent Southwest corner of said 5.902-Acre Tract of land herein described;

THENCE, N 01°12'45" W, parallel to the said East lot line of Farm Tract 772, and with the said Hidalgo and Cameron County Irrigation District No. 9 existing 30-foot irrigation easement centerline and the apparent West lot line of said 5.902-Acre Tract, a distance of 384.00 feet to a point within an existing 48-inch irrigation well apparent existing center and being on the apparent existing South right-of-way line of said Mile 51/2 North Road for the apparent Northwest corner of said 5.902-Acre Tract of land herein described;

THENCE, N 88°47'15" E, with said Mile 51/2 North Road existing South right-of-way line and the apparent North lot line of Farm Tract 772 and of said 5.902-Acre Tract, a distance of 639.57 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the said Pleasantview Drive existing West right-of-way line, continuing for a total distance of 669.57 feet to the said point for the Northeast corner of said 5.902-Acre Tract of land herein described, also being the **POINT OF BEGINNING**, containing a gross of 5.902 acres of land, of which 0.264 of an acre lies in existing Road Right-of-Way easement, for a net of 5.638 acres of land, more or less.

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



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1165	
From:			
Subject: Discussion and consideration to authorize Allowance Expenditure Approval No 17 for change proposal 033 Hardware at the New Police Department in an amount not to exceed \$5,750. (Staffed by Parks & Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: AEA 017 - CP 033			
Responsibilities upon Approval:			



P.O. Box 720428
McAllen, Texas 78504
Phone: 956.661.0400

Contingency Allowance Expenditure Authorization

Project: City of Weslaco New Police Department with Municipal and
Judicial Court

Authorization No.

17

ERO Project No.: 19087.01

Date:

12/03/24

To : Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

Attention: Shawn Gerlach, President

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Allowance Expenditure issued for work indicated below as submitted by Gerlach Builders, LLC for the New City of Weslaco Police Station:

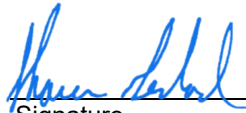
1.) Change Proposal No. 033: Proposal Request 12R - Hardware Updated Pricing. \$5,750.00

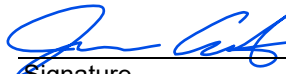
AEA 017 will decrease Owner's Contingency \$5,750.00

Original Owner's Contingency Sum	\$250,000.00
Allowance Expenditures Prior to this Authorization	\$216,749.83
Allowance Balance Prior to this Authorization	\$33,250.17
Allowance Sum will be decreased by this Authorization	\$5,750.00
New Owner's Contingency Balance	\$27,500.17

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

Gerlach Builders, LLC  12/3/2024
Signature Date

ERO Architects  12/02/2024
Signature Date

Accepted and agreed to on behalf on City of Weslaco:

City of Weslaco _____
Signature Date

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

1083-City of Weslaco PSB Police Station with Municipal CProject # 1083

Gerlach Builders, LLC

300 S. Bridge Ave
Weslaco, Texas 78596

Tel: (956) 781-9781 Fax: (956) 290-8359

Change Order Request: 033

Date: 10/7/2024

To:	From:
ERO Architects	Airika Stevens Gerlach Builders, LLC 918 Big Horn Dr. Edinburg, TX 78542

Description	Category	Status
PR-12R-Hardware Updated Pricing	Direct Cost	Pending

Reference	Required By	Days Req	Amt Req
	10/14/2024	180	5,750.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
051R3	10/7/2024		5,750.00	0	Change Order	Direct Costs
PR-12R-Hardware Updated Pricing						

Item No	Item Description	Amt Prop	Reference
001	Hardware Pricing	(30,650.00)	
002	Updated Pricing	36,400.00	

Approved By:

Signature

Name

Date

Gerlach Builders, LLC



Change Order

Architectural Division 8 - Harlingen

2810 N. Expressway 77, Suite F, Harlingen, TX 78552
Tel: 956-440-8160 Fax: 956-440-8260

Order # 305842
Order Name City of Weslaco PSB Police Station
with Municipal Court

Contemplated Change Order #20 PR012

**Pair Doors #A143R – New Door
and Frame needed – Demo of
existing and Install of new
material by Others**

90° LHR\RHR

1	Pair 3070 BR LEVEL 3 PLAM LHR\RHR				
1	6070 DBL BR CRS WELD 612 (EO ANCHO)				
1	Exit Device	2203 X 4903D 1-3/4" 36" 7'0" CD LBR	LHR	626W	PR
1	Exit Device	2203 X 4903D 1-3/4" 36" 7'0" CD LBR	RHR	626W	PR
2	Rim Cylinder	12E-72 PATD CORMAX PATENTED		626	BE
		KEYING RP			
2	Mortise Cylinder	1E-74 PATD CORMAX PATENTED		626	BE
		KEYING RP			

Opening Total: 22,950.00

**Single Door #A199BR
Removal of existing lockset,
Wiring for added electric strike in
the frame needed by Others**

1	Lockset	9K3-7W14D PATD CORMAX		626	BE
		PATENTED KEYING S3B			
1	Electric Strike	F4314-09		32 / 32D	RCI
1	Harness	WH-6E			ST
1	Harness	WH-192P			ST
1	Power Supply	PS161-6			PR
1	Harness	WH-6			ST

Opening Total: 1,850.00



Change Order

Architectural Division 8 - Harlingen

2810 N. Expressway 77, Suite F, Harlingen, TX 78552
Tel: 956-440-8160 Fax: 956-440-8260

Order # 305842
Order Name City of Weslaco PSB Police Station
with Municipal Court

Contemplated Change Order #20 PR012

Single Door #A202AR

Removal of existing lockset,
Wiring for added electric strike in
the frame needed by Others
Existing Electrified hardware to
stay to cover existing preps, but
need to be disconnected from
Power

1	Lockset	9K3-7W14D PATD CORMAX PATENTED KEYING S3B	626	BE
1	Electric Strike	F4314-09	32 / 32D	RCI
1	Harness	WH-6E		ST
1	Harness	WH-192P		ST
1	Power Supply	PS161-6		PR
1	Harness	WH-6		ST
Opening Total:				1,850.00

Single Door #A202R

Removal of existing lockset,
Wiring for added electric strike in
the frame needed by Others
Existing Electrified hardware to
stay to cover existing preps, but
need to be disconnected from
Power

1	Lockset	9K3-7W14D PATD CORMAX PATENTED KEYING S3B SH	626	BE
1	Electric Strike	F4314-09	32 / 32D	RCI
1	Harness	WH-6E		ST
1	Harness	WH-192P		ST
1	Power Supply	PS161-6		PR
1	Harness	WH-6		ST
Opening Total:				1,850.00



Change Order

Architectural Division 8 - Harlingen

2810 N. Expressway 77, Suite F, Harlingen, TX 78552
Tel: 956-440-8160 Fax: 956-440-8260

Order # 305842
Order Name City of Weslaco PSB Police Station
with Municipal Court

Contemplated Change Order #20 PR012

Single Door #A116R
Removal of existing lockset,
Wiring for added electric
hardware in the frame needed by
Others

3	Butt Hinge	CB168 4.5" x 4.5" NRP	US26D	ST
1	Electromechanical	9KW3-7DEU14D PATD CORMAX	626	BE
	Lock	PATENTED KEYING RQE S3 SH		
1	Closer	8916 SPAT DA FCSL SN1	689	DM
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 4" x 35" B4E-HEAVY-KP CSK	630	TR
1	Wall Bumper	1270CX	626	TR
1	Power Transfer	EPT-12C		PR
1	Transformer	8W599-2		BE
1	Harness	WH-6E		ST
1	Harness	WH-26P		ST
1	Harness	WH-192P		ST
3	Silencer	1229A	GREY	TR
Opening Total:				2,150.00

Section Totals

Finish Hardware	12,350.00
6-8 Weeks for Electrified Hardware/Factory Keying	
Impact Doors	18,300.00
A143 Door and Frame Level 3	
22-23 Week Lead Time	

Pre-Tax Total: 30,650.00

Taxes

EX	NON-TAXABLE	0.00
Tax Total:		0.00

Grand Total: 30,650.00



Change Order

Architectural Division 8 - Harlingen

2810 N. Expressway 77, Suite F, Harlingen, TX 78552
Tel: 956-440-8160 Fax: 956-440-8260

Order # **305842**
Order Name **City of Weslaco PSB Police Station
with Municipal Court**
09/30/2024

Contemplated Change Order #20 PR012

Quote Valid for 30 Days

**Pair Doors #A143R – New Door
and Frame needed – Demo of
existing and Install of new
material by Others**

90° LHR\RHR

1	Pair 3070 BR LEVEL 3 PLAM LHR\RHR			
1	6070 DBL BR CRS WELD 612 (EO ANCHO)			
1	Exit Device	2203 X 4903D 1-3/4" 36" 7'0" CD LBR	LHR	626W PR
1	Exit Device	2203 X 4903D 1-3/4" 36" 7'0" CD LBR	RHR	626W PR
2	Rim Cylinder	12E-72 PATD CORMAX PATENTED KEYING RP		626 BE
2	Mortise Cylinder	1E-74 PATD CORMAX PATENTED KEYING RP		626 BE

**Single Door #A199BR
Removal of existing lockset,
Wiring for added electric strike in
the frame needed by Others**

1	Lockset	9K3-7W14D PATD CORMAX PATENTED KEYING S3B		626 BE
1	Electric Strike	F4314-09	32 / 32D	RCI
1	Harness	WH-6E		ST
1	Harness	WH-192P		ST
1	Power Supply	PS161-6		PR
1	Harness	WH-6		ST



Change Order

Architectural Division 8 - Harlingen

2810 N. Expressway 77, Suite F, Harlingen, TX 78552
Tel: 956-440-8160 Fax: 956-440-8260

Order # **305842**

Order Name **City of Weslaco PSB Police Station
with Municipal Court**

Contemplated Change Order #20 PR012

Single Door #A202AR

Removal of existing lockset,
Wiring for added electric strike in
the frame needed by Others
Existing Electrified hardware to
stay to cover existing preps, but
need to be disconnected from
Power

1	Lockset	9K3-7W14D PATD CORMAX PATENTED KEYING S3B	626	BE
1	Electric Strike	F4314-09	32 / 32D	RCI
1	Harness	WH-6E		ST
1	Harness	WH-192P		ST
1	Power Supply	PS161-6		PR
1	Harness	WH-6		ST

Single Door #A202R

Removal of existing lockset,
Wiring for added electric strike in
the frame needed by Others
Existing Electrified hardware to
stay to cover existing preps, but
need to be disconnected from
Power

1	Lockset	9K3-7W14D PATD CORMAX PATENTED KEYING S3B SH	626	BE
1	Electric Strike	F4314-09	32 / 32D	RCI
1	Harness	WH-6E		ST
1	Harness	WH-192P		ST
1	Power Supply	PS161-6		PR
1	Harness	WH-6		ST



Change Order

Architectural Division 8 - Harlingen

2810 N. Expressway 77, Suite F, Harlingen, TX 78552
Tel: 956-440-8160 Fax: 956-440-8260

Order # **305842**
Order Name **City of Weslaco PSB Police Station
with Municipal Court**

Contemplated Change Order #20 PR012

Single Door #A116R
Removal of existing lockset,
Wiring for added electric
hardware in the frame needed by
Others

3	Butt Hinge	CB168 4.5" x 4.5" NRP	US26D	ST
1	Electromechanical	9KW3-7DEU14D PATD CORMAX	626	BE
	Lock	PATENTED KEYING RQE S3 SH		
1	Closer	8916 SPAT DA FC SL SN1	689	DM
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 4" x 35" B4E-HEAVY-KP CSK	630	TR
1	Wall Bumper	1270CX	626	TR
1	Power Transfer	EPT-12C		PR
1	Transformer	8W599-2		BE
1	Harness	WH-6E		ST
1	Harness	WH-26P		ST
1	Harness	WH-192P		ST
3	Silencer	1229A	GREY	TR

Section Totals

Finish Hardware	16,900.00
6-8 Weeks for Electrified Hardware/Factory Keying	
Impact Doors	19,500.00
A143 Door and Frame Level 3	
22-23 Week Lead Time	

Pre-Tax Total: **36,400.00**

Taxes

EX NON-TAXABLE 0.00

Tax Total: **0.00**

Grand Total: **36,400.00**



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1201	
From:			
Subject: Discussion and consideration to authorize staff to terminate the New Weslaco Municipal Swimming Pool Project and provide notice to Sam Garcia Architect, LLC per AIA Agreement between Owner and Architect dated July 20, 2023. (Staffed by Parks & Recreation Department.)			
Background: This project was initially placed on hold when the site analysis report was submitted to the city. At the time, staff recommended to review other pending park projects during the budget development process to prioritize the City's needs. The architect has notified the City regarding terminating the project per agreement. Staff is seeking authorization to formally terminate the project and pay the \$5,000 termination fee.			
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		Created/Initiated	
OMAR RODRIGUEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: New Weslaco Municipal Swimming Pool -- Termination of Project, Fully executed contract - Sam Garcia Architect LLC -re new municipal swimming pool			
Responsibilities upon Approval:			

From: [Sam Garcia](#)
To: [Omar Rodriguez](#); [Martin Garza](#)
Subject: New Weslaco Municipal Swimming Pool -- Termination of Project
Date: Friday, October 4, 2024 11:07:28 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Omar,

Hello. Pursuant to our conversation earlier today, I understand that the City of Weslaco has decided not to move forward with the New Weslaco Municipal Swimming Pool project. This project was detailed in the contract entitled "AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect", dated July 20, 2023.

Referring to Article 9 -Termination or Suspension in said agreement, Section 9.7.1 entitles Sam Garcia Architect, LLC a Termination Fee of \$5,000.00.

Section 9.5 states that the Owner may terminate this agreement upon not less than 20 days written notice to the Architect for the Owner's convenience and without cause.

I would ask that you please reply in the affirmative to this email, which can serve as the first day of the required 20 days. Please note however that this project has been suspended for at least 6 months, so if you wish to dispense with the formality of waiting 20 additional days, I am certainly amenable to that. I don't know if the City would be comfortable dispensing with the formality of 20 days as well. Either way is fine with me.

Once the Termination Payment is received, I would be happy to sign any sort of document that would formally close the project, if that is something that the City would like to have for their records.

Thank you, and I hope we will get to work together again soon.

Respectfully submitted,

Sam Garcia, RA, AIA | Principal
www.samgarciaarchitect.com | SG@samgarciaarchitect.com
1200 Auburn Ave., Building 200, Suite 280 | McAllen, TX 78504 | USA
Mobile: (956) 212-4930 | Office: (956) 631-8327 | [\m/](#)





AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of July in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

THE CITY OF WESLACO, TEXAS
255 S. KANSAS AVE
WESLACO, TX 78596

and the Architect:
(Name, legal status, address and other information)

SAM GARCIA ARCHITECT LLC
1200 AUBURN AVE
SUITE 280
MCALLEN, TX 78504

for the following Project:
(Name, location and detailed description)

NEW MUNICIPAL SWIMMING POOL,
308 S. BRIDGE AVE.
WESLACO, TX 78596

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TO BE DETERMINED AS PART OF THE SERVICES PROVIDED IN THIS AGREEMENT, SEE SECTIONS 4.1.2.2.1 AND 4.1.2.2.2 OF THIS AGREEMENT

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

IRREGULARLY SHAPED 6.98 ACRE TRACT OF LAND, LOCATED IMMEDIATELY NORTH OF THE RAILROAD TRACKS ALONG U.S. BUSINESS 83 IN WESLACO, TEXAS. ADDRESS FOR THE SITE IS 308 S BRIDGE AVE. SITE IS THE FORMER DEPARTMENT OF PUBLIC WORKS YARD FOR THE CITY OF WESLACO PUBLIC WORKS DEPARTMENT. SITE IS PARTIALLY PAVED AND HAS VARIOUS EXISTING CONCRETE FOUNDATIONS. OWNER CLAIMS THAT THE SITE HAS GONE THROUGH PROPER REMEDIATION/DECONTAMINATION PROCESS FOR ANY HAZARDOUS ONSITE MATERIALS..

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

THE TOTAL PROJECT COST SHALL NOT EXCEED:

TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00

REFER TO SECTION 6.1.1 FOR THE DISTINCTION BETWEEN THE OWNER'S INITIAL BUDGET AND THE FINAL/ACTUAL COST OF THE WORK.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TO BE DETERMINED

.2 Construction commencement date:

TO BE DETERMINED

.3 Substantial Completion date or dates:

TO BE DETERMINED

.4 Other milestone dates:

TO BE DETERMINED

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

COMPETITIVE SEALED PROPOSAL, AKA DESIGN-BID-BUILD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NOT APPLICABLE

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

OMAR RODRIGUEZ
DIRECTOR, WESLACO PARKS & RECREATION DEPARTMENT
255 S. KANSAS AVE.
WESLACO, TX 78596
orodriguez@weslacotx.gov
ALBERTO ALDANA
CITY ENGINEER, CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596
aaldana@weslacotx.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's

Init.

submittals to the Owner are as follows:
(List name, address, and other contact information.)

MAYOR OF THE CITY OF WESLACO, TEXAS: MR. DAVID SUAREZ,
CITY COMMISSION OF THE CITY OF WESLACO,
CITY MANAGER OF THE CITY OF WESLACO,
DIRECTOR OF PARKS & RECREATION DEPARTMENT FOR THE CITY OF WESLACO,
CITY ENGINEER OF THE CITY OF WESLACO

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TO BE DETERMINED BY CITY OF WESLACO

(Paragraph Deleted)

.2 Other, if any:

(List any other consultants and contractors retained by the Owner.)

COST ESTIMATOR – TO BE DETERMINED BY CITY OF WESLACO

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

SAM GARCIA, RA, AIA
PRINCIPAL – SAM GARCIA ARCHITECT, LLC
1200 AUBURN AVE, SUITE 280
MCALLEN, TX 78504
(956) 212-4930
SG@SAMGARCIAARCHITECT.COM

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

GREEN RUBIANO & ASSOCIATES
1220 W HARRISON AVE
HARLINGEN, TX 78550
(956) 428-4461

Init.

.2 Mechanical, ELECTRICAL, PLUMBING (MEP) Engineer:

TRINITY MEP ENGINEERING LLC
3533 E MORELAND DRIVE
WESLACO, TX 78596
(956) 973-00500

.3 LANDSCAPE ARCHITECT:

HEFFNER DESIGN TEAM PLLC
4100 N 22ND STREET
MCALLEN, TX 78504
(956) 540-7850

.4 Civil Engineer:

MELDEN & HUNT INC
115 W MCINTYRE STREET
EDINBURG, TX 78541
(956) 381-0981

§ 1.1.11.2 Consultants retained under Supplemental Services:

AQUATIC PLANNING AND DESIGN CONSULTANT:
12851 MANCHESTER ROAD
SUITE 120
DES PERES, MO 63131
(314) 894-1245

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the services, schedule for services, and compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of DOCUMENTS or any other information or documentation in digital form.

(Paragraph Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement, AS AMENDED. The Architect represents that it is LAWFULLY licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, AS AMENDED or shall cause such services to be performed by LAWFULLY

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licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 WITHOUT the Owner's knowledge and WRITTEN consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 NO WORK WILL BE COMMENCED UNTIL AIL REQUIREMENTS OF THIS SECTION HAVE BEEN SATISFIED, SATISFACTORY EVIDENCE OF INSURANCE HAS BEEN PROVIDED, AND ALL INSURANCE IS IN FULL FORCE AND EFFECT. ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY PROPOSED NONCONFORMITY WITH THESE REQUIREMENTS AND SHALL NOTIFY OWNER IN WRITING OF ANY INSURANCE CHANGES WHICH OCCUR DURING THE TERMS REQUIRED UNDER THE AGREEMENT. ANY DEVIATION FROM THESE REQUIREMENTS CAN ONLY BE APPROVED BY OWNER'S CITY COMMISSION. ANY NONCONFORMITY MAY BE GROUNDS FOR TERMINATION OR MODIFICATION OF THE AGREEMENT. TO THE EXTENT THAT ARCHITECT IS UNABLE TO PROCURE THE INSURANCE DESIGNATED HEREIN BECAUSE THE INSURANCE IS NOT REASONABLY AVAILABLE OR IS COST-PROHIBITIVE, THEN ARCHITECT SHALL PROVIDE WRITTEN NOTICE TO OWNER'S CITY COMMISSION. SAID LACK OF INSURANCE MAY THEN BE GROUNDS FOR TERMINATION OR MODIFICATION OF THIS AGREEMENT.

§ 2.5.1 SATISFACTORY EVIDENCE OF INSURANCE REQUIRED BY THIS ARTICLE SHALL BE PROVIDED TO OWNER NOT LATER THAN FIVE BUSINESS DAYS AFTER EXECUTION OF THE AGREEMENT BY OWNER. SATISFACTORY EVIDENCE SHALL INCLUDE COPIES OF ALL REQUIRED INSURANCE POLICIES, DECLARATIONS, AND ENDORSEMENTS THEMSELVES. IN ADDITION, ARCHITECT SHALL ALSO PROVIDE A DULY-EXECUTED ACORD FORM 25 CERTIFICATE OF LIABILITY INSURANCE NAMING OWNER AS A CERTIFICATE HOLDER AND ATTACHING AIL ENDORSEMENTS REQUIRED HEREIN. THE ARCHITECT SHALL FURNISH OWNER ALL INSURANCE AMENDMENTS, RENEWALS, NOTICES, CANCELLATIONS AND ADDITIONAL ENDORSEMENTS.

(Paragraphs Deleted)

§ 2.5.5 ANY FAILURE OF ARCHITECT TO COMPLY WITH THE REPORTING PROVISIONS OF THE POLICIES SHALL NOT AFFECT THE COVERAGE PROVIDED TO THE OWNER, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS.

(Paragraph Deleted)

1. **§ 2.5.7** THE ARCHITECT SHALL MAINTAIN THE FOLLOWING INSURANCE UNTIL TERMINATION OF THIS AGREEMENT. IF ANY OF THE REQUIREMENTS SET FORTH BELOW ARE IN ADDITION TO THE TYPES AND LIMITS THE ARCHITECT NORMALLY MAINTAINS,

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THE OWNER SHALL PAY THE ARCHITECT AS SET FORTH IN SECTION 11.9.

1. COMMERCIAL GENERAL LIABILITY WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) FOR EACH OCCURRENCE AND ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) IN THE AGGREGATE FOR BODILY INJURY AND PROPERTY DAMAGE.
2. AUTOMOBILE LIABILITY COVERING VEHICLES OWNED, AND NON-OWNED VEHICLES USED, BY THE ARCHITECT WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) PER ACCIDENT FOR BODILY INJURY, DEATH OF ANY PERSON, AND PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE AND USE OF THOSE MOTOR VEHICLES, ALONG WITH ANY OTHER STATUTORILY REQUIRED AUTOMOBILE COVERAGE.

§ 2.5.8 THE ARCHITECT MAY ACHIEVE THE REQUIRED LIMITS AND COVERAGE FOR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY THROUGH A COMBINATION OF PRIMARY AND EXCESS OR UMBRELLA LIABILITY INSURANCE, PROVIDED SUCH PRIMARY AND EXCESS OR UMBRELLA LIABILITY INSURANCE POLICIES RESULT IN THE SAME OR GREATER COVERAGE AS THE COVERAGES REQUIRED UNDER SECTIONS 2.5.7, AND IN NO EVENT SHALL ANY EXCESS OR UMBRELLA LIABILITY INSURANCE PROVIDE NARROWER COVERAGE THAN THE PRIMARY POLICY. THE EXCESS POLICY SHALL NOT REQUIRE THE EXHAUSTION OF THE UNDERLYING LIMITS ONLY THROUGH THE ACTUAL PAYMENT BY THE UNDERLYING INSURERS.

2. WORKERS' COMPENSATION AT STATUTORY LIMITS.
3. EMPLOYERS' LIABILITY WITH POLICY LIMITS NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) EACH ACCIDENT, ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) EACH EMPLOYEE, AND ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) POLICY LIMIT.
4. PROFESSIONAL LIABILITY COVERING NEGLIGENT ACTS, ERRORS AND OMISSIONS IN THE PERFORMANCE OF PROFESSIONAL SERVICES WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) PER CLAIM AND TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) IN THE AGGREGATE.
5. **§ 2.5.9** ADDITIONAL INSURED OBLIGATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE ARCHITECT SHALL CAUSE THE PRIMARY AND EXCESS OR UMBRELLA POLICES FOR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY TO INCLUDE THE OWNER AS AN ADDITIONAL INSURED FOR CLAIMS CAUSE IN WHOLE OR IN PART BY THE ARCHITECT'S NEGLIGENT ACTS OR OMISSIONS. THE ADDITIONAL INSURED COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY OF THE OWNER'S INSURANCE POLICIES AND SHALL APPLY TO BOTH ONGOING AND COMPLETED OPERATIONS.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical, AND CIVIL engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. THE ARCHITECT SHALL NOT BE RELIEVED OF ITS OBLIGATIONS TO PERFORM THE BASIC SERVICES IN ACCORDANCE WITH THE AGREEMENT, AS AMENDED, EITHER BY ACTIVITIES OR DUTIES OF THE ARCHITECT IN THE ARCHITECT'S ADMINISTRATION OF THE AGREEMENT, ACTIVITIES OF THE OWNER (OR OWNER'S PROGRAM MANAGER, IF APPLICABLE), OR BY TESTS, INSPECTIONS OR APPROVALS REQUIRED OR PERFORMED BY PERSONS OR ENTITIES.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval AND WRITTEN CONSENT, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. IF THE ARCHITECT PERFORMS DESIGN OR CONSTRUCTION SERVICES WHEN THE ARCHITECT KNOWS OR REASONABLY SHOULD HAVE KNOWN IT TO BE CONTRARY TO APPLICABLE LAWS, STATUTES, ORDINANCES, AND/OR CODES, THE CONTRACT DOCUMENTS OR LAWFUL ORDERS OF PUBLIC AUTHORITIES, THE ARCHITECT SHALL ASSUME APPROPRIATE RESPONSIBILITY FOR SUCH WORK AND SHALL BEAR THE COSTS ATTRIBUTABLE TO CORRECTION.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. THE OWNER SHALL HAVE FINAL DECISION AUTHORITY AS APPROVED BY THE OWNER'S CITY COMMISSION.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 PROCUREMENT OF CONSTRUCTION SERVICES

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions AND PRODUCT SUBSTITUTION REQUESTS from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

(Paragraph Deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed IN WRITING about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 THE ARCHITECT SHALL REJECT WORK THAT DOES NOT CONFORM TO THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS. WHENEVER THE ARCHITECT CONSIDERS IT NECESSARY OR ADVISABLE, THE ARCHITECT WILL RECOMMEND TO OWNER ADDITIONAL INSPECTION OR TESTING OF THE WORK IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS, WHETHER OR NOT THE WORK IS FABRICATED, INSTALLED OR COMPLETED. HOWEVER, NEITHER THIS AUTHORITY OF THE ARCHITECT NOR A DECISION MADE IN GOOD FAITH EITHER TO EXERCISE OR NOT TO EXERCISE SUCH AUTHORITY SHALL GIVE RISE TO A DUTY OR RESPONSIBILITY OF THE ARCHITECT OR THE OWNER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, THEIR AGENTS OR EMPLOYEES, OR OTHER PERSONS OR ENTITIES PERFORMING PORTIONS OF THE WORK. ARCHITECT AND/OR CONTRACTOR SHALL PROMPTLY NOTIFY, ORALLY AND IN WRITING, THE OTHER PARTY AND OWNER OF ANY FAULT OR DEFECT IN THE PROJECT OR NONCONFORMANCE WITH CONSTRUCTION DOCUMENTS OR THE CONTRACT DOCUMENTS THEY MAY RESPECTIVELY DISCOVER AND EACH, UPON DISCOVERY OF THE DEFECT OR NONCONFORMANCE, SHALL BE RESPONSIBLE FOR NOTIFYING THE OTHER PARTY AND OWNER OF THOSE CORRECTIVE ACTIONS THEY RESPECTIVELY TAKE. TESTING OR INSPECTIONS REQUIRED BY THIS SUBPARAGRAPH SHALL BE CONDUCTED SUBJECT TO THE REQUIREMENTS OF CHAPTER 2269 OF THE TEXAS GOVERNMENT CODE.

§ 3.6.2.3 THE ARCHITECT WILL REVIEW AND APPROVE, OR TAKE OTHER APPROPRIATE ACTION UPON, THE CONTRACTOR'S SUBMITTALS SUCH AS SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, FOR THE PURPOSE OF CHECKING FOR CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS AND ALL APPLICABLE LAWS, STATUTES, CODES AND REQUIREMENTS APPLICABLE TO ARCHITECT'S DESIGN SERVICES. THE ARCHITECT'S ACTION WILL BE TAKEN WITH SUCH REASONABLE PROMPTNESS AS TO CAUSE NO DELAY IN THE WORK OR IN THE ACTIVITIES OF THE OWNER, CONTRACTOR, OR SEPARATE CONTRACTORS, WHILE ALLOWING SUFFICIENT TIME IN THE ARCHITECT'S PROFESSIONAL JUDGMENT TO PERMIT ADEQUATE REVIEW. REVIEW OF SUCH SUBMITTALS IS CONDUCTED FOR THE PURPOSE OF DETERMINING THE GENERAL ACCURACY AND COMPLETENESS OF OTHER DETAILS SUCH AS DIMENSIONS AND QUANTITIES AND FOR SUBSTANTIATING INSTRUCTIONS FOR INSTALLATION OF EQUIPMENT OR SYSTEMS, ALL OF WHICH REMAIN THE RESPONSIBILITY OF THE CONTRACTOR AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS.

(Paragraphs Deleted)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 THE ARCHITECT WILL, WITHIN SEVEN DAYS AFTER RECEIPT OF THE CONTRACTOR'S APPLICATION FOR PAYMENT, EITHER (1) RETURN THE PAYMENT APPLICATION TO THE CONTRACTOR; OR (2) ISSUE TO THE OWNER A CERTIFICATE FOR PAYMENT IN THE FULL AMOUNT OF THE APPLICATION FOR PAYMENT, WITH A COPY TO THE CONTRACTOR; OR (3) ISSUE TO THE OWNER A CERTIFICATE FOR PAYMENT FOR SUCH AMOUNT AS THE ARCHITECT DETERMINES IS PROPERLY DUE, AND NOTIFY THE CONTRACTOR AND OWNER OF THE ARCHITECT'S REASONS FOR WITHHOLDING CERTIFICATION IN PART; OR (4) WITHHOLD CERTIFICATION OF THE ENTIRE APPLICATION FOR PAYMENT, AND NOTIFY THE CONTRACTOR AND OWNER OF THE ARCHITECT'S REASON FOR WITHHOLDING CERTIFICATION IN WHOLE.

(Paragraph Deleted)

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 THE ARCHITECT SHALL REVIEW AND PROVIDE APPROVAL OF THE CONTRACTOR'S

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SUBMITTAL SCHEDULE AND SHALL NOT BE UNREASONABLY DELAYED OR WITHHELD. THE SUBMITTAL SCHEDULE SHALL (1) BE COORDINATED WITH THE CONTRACTOR'S CONSTRUCTION SCHEDULE, AND (2) ALLOW THE ARCHITECT REASONABLE TIME TO REVIEW SUBMITTALS, IF THE CONTRACTOR FAILS TO SUBMIT A SUBMITTAL SCHEDULE OR FAILS TO PROVIDE SUBMITTALS IN ACCORDANCE WITH THE APPROVED SUBMITTAL SCHEDULE, THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY INCREASE IN CONTRACT SUM OR EXTENSION OF CONTRACT TIME BASED ON THE TIME REQUIRED FOR REVIEW OF SUBMITTALS.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals for the limited purpose of CONFIRMING conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify ALL performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. THE OWNER AND THE ARCHITECT SHALL BE ENTITLED TO RELY UPON THE ADEQUACY, ACCURACY AND COMPLETENESS OF THE SERVICES, CERTIFICATIONS, AND APPROVALS PERFORMED OR PROVIDED BY SUCH DESIGN PROFESSIONALS. THE ARCHITECT WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON SUBMITTALS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. A REGISTERED ARCHITECT MUST PREPARE PLANS AND SPECIFICATIONS FOR ALL THE WORK, AS GOVERNED BY THE TEXAS OCCUPATIONS CODE CHAPTER 1051; AND A REGISTERED ENGINEER MUST PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR ALL WORK GOVERNED BY TEXAS OCCUPATIONS CODE CHAPTER 1001. IN THE EVENT THAT THE LICENSED DESIGN PROFESSIONAL RETAINED BY THE CONTRACTOR WILL BE CONDUCTING ON-SITE SERVICES OR OBSERVATIONS, THE LICENSED DESIGN PROFESSIONAL SHALL ALSO CARRY WORKER'S COMPENSATION INSURANCE AND COMPREHENSIVE AUTOMOBILE LIABILITY IN THE SAME AMOUNTS AND FORMS AS REQUIRED OF THE ARCHITECT ON THIS PROJECT.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to ALL requests for information REGARDING the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 SUBJECT TO SECTION 4.2, THE ARCHITECT SHALL REVIEW AND RESPOND TO ALL REQUESTS FOR INFORMATION REGARDING THE CONTRACT DOCUMENTS, FIELD CONDITIONS, OWNER-PROVIDED ITEMS, CONTRACTOR-PREPARED COORDINATION DRAWINGS, OR PRIOR PROJECT CORRESPONDENCE OR DOCUMENTATION. THE ARCHITECT SHALL SET FORTH, IN THE CONTRACT DOCUMENTS, THE REQUIREMENTS FOR REQUESTS FOR INFORMATION. THE ARCHITECT'S RESPONSE TO SUCH REQUESTS SHALL BE MADE IN WRITING WITHIN ANY TIME LIMITS AGREED UPON, OR OTHERWISE WITH REASONABLE PROMPTNESS. IF APPROPRIATE, THE ARCHITECT SHALL PREPARE AND ISSUE SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS IN RESPONSE TO THE REQUESTS FOR INFORMATION. THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT SUM PAID TO THE CONTRACTOR FOR THE ARCHITECT TO EVALUATE AND RESPOND TO THE CONTRACTOR'S REQUESTS FOR INFORMATION, WHERE SUCH INFORMATION WAS AVAILABLE TO THE CONTRACTOR FROM A CAREFUL STUDY AND COMPARISON OF THE CONTRACT DOCUMENTS, FIELD CONDITIONS, OWNER-PROVIDED INFORMATION, CONTRACTOR-PREPARED COORDINATION

DRAWINGS, OR PRIOR PROJECT CORRESPONDENCE OR DOCUMENTATION. IF IN THE REASONABLE OPINION OF THE ARCHITECT, THE CONTRACTOR DOES NOT MAKE REASONABLE EFFORT TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OF THE CONTRACT DOCUMENT AND THIS CAUSES THE ARCHITECT OR HIS CONSULTANTS TO EXPEND AN UNREASONABLE AMOUNT OF TIME IN THE DISCHARGE OF THE DUTIES IMPOSED BY THE CONTRACT DOCUMENTS, THEN THE CONTRACTOR SHALL BEAR THE COST OF COMPENSATION FOR THE ARCHITECT'S ADDITIONAL SERVICES NECESSARY BY SUCH FAILURE.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 THE ARCHITECT SHALL REVIEW, PREPARE AND MAKE RECOMMENDATIONS TO OWNER REGARDING ALL CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES FOR THE OWNER'S APPROVAL AND EXECUTION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS, ACCOMPANIED BY ALL SUPPORTING DOCUMENTATION. THE ARCHITECT MAY AUTHORIZE MINOR CHANGES IN THE WORK NOT INVOLVING AN ADJUSTMENT IN CONTRACT SUM, OR AN EXTENSION OF THE CONTRACT TIME WHICH ARE CONSISTENT WITH THE INTENT OF THE CONTRACT DOCUMENTS. IF NECESSARY, THE ARCHITECT SHALL PREPARE, REPRODUCE AND DISTRIBUTE DRAWINGS AND SPECIFICATIONS TO DESCRIBE WORK TO BE ADDED, DELETED OR MODIFIED. THE ARCHITECT SHALL ACCEPT REQUESTS BY THE OWNER, AND SHALL REVIEW PROPERLY PREPARED, TIMELY REQUESTS BY THE CONTRACTOR FOR CHANGES IN THE WORK, INCLUDING ADJUSTMENTS TO THE CONTRACT SUM, OR CONTRACT TIME. A PROPERLY PREPARED REQUEST FOR A CHANGE IN THE WORK BY THE CONTRACTOR SHALL BE ACCOMPANIED BY SUFFICIENT SUPPORTING DATA AND INFORMATION TO PERMIT THE ARCHITECT TO MAKE A REASONABLE DETERMINATION WITHOUT EXTENSIVE INVESTIGATION OR PREPARATION OF ADDITIONAL DRAWINGS OR SPECIFICATIONS. IF THE ARCHITECT DETERMINES THAT REQUESTED CHANGES IN THE WORK ARE NOT MATERIALLY DIFFERENT FROM THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS OR THE CONTRACT DOCUMENTS AND DO NOT CHANGE THE CONTRACT SUM OR CONTRACT TIME, THEN THE ARCHITECT MAY ISSUE AN ORDER FOR A MINOR CHANGE IN THE WORK WITH PRIOR WRITTEN NOTICE TO THE OWNER OR RECOMMEND TO THE OWNER THAT THE REQUESTED CHANGE BE DENIED. THE ARCHITECT IS NOT AUTHORIZED TO APPROVE CHANGES INVOLVING MAJOR SYSTEMS SUCH AS: HEATING, VENTILATION AND AIR CONDITIONING ("HVAC"); ROOF; FOUNDATION; OUTWARD APPEARANCE; COLOR SCHEMES; FLOOR PLANS; BUILDING MATERIALS; DRAINAGE OR MECHANICAL EQUIPMENT WITHOUT OWNER'S PRIOR WRITTEN CONSENT.

THE OWNER MAY REQUIRE THAT THE ARCHITECT USE AND/OR RESPOND TO CERTAIN OWNER-FURNISHED FORMS OR INQUIRIES DURING THE COURSE OF THE PROJECT. FROM TIME TO TIME, THERE MAY BE FUTURE REVISIONS, CHANGES, ADDITIONS OR DELETIONS. THE FACT THAT THE OWNER MODIFIES AND INCREASES REASONABLE REPORTING REQUIREMENTS SHALL NOT SERVE AS THE BASIS FOR A CLAIM FOR ADDITIONAL TIME OR COMPENSATION BY THE CONTRACTOR. THE ARCHITECT STIPULATES AND AGREES THAT THE OWNER HAS NO DUTY TO DISCOVER ANY DESIGN ERRORS OR OMISSIONS IN THE DRAWINGS, PLANS, SPECIFICATIONS AND OTHER CONSTRUCTION DOCUMENTS, AND HAS NO AUTHORITY TO NOTIFY CONTRACTOR AND ARCHITECT OF SAME. BY ENTERING INTO THE CONTRACT DOCUMENTS OR ANY AGREEMENT WITH ANY ARCHITECT, OWNER DOES NOT WARRANT THE ADEQUACY AND ACCURACY OF ANY DRAWINGS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1** VERIFY ALL EVENTS OF FAILURE OF MATERIALS, PRODUCTS OR WORKMANSHIP, EITHER DURING CONSTRUCTION OR THE WARRANTY PERIOD, THE CONTRACTOR HAS TAKEN ALL APPROPRIATE MEASURES TO ENSURE CORRECTION OF DEFECTIVE WORK OR REPLACEMENT OF DEFECTIVE ITEMS, WITHOUT COST TO THE OWNER;
- .2** CONDUCT INSPECTIONS TO DETERMINE THE DATE OR DATES OF SUBSTANTIAL COMPLETION AND THE DATE OF FINAL COMPLETION;

- .3 VERIFY ALL PERFORMANCE STANDARDS OR REGULATORY STANDARDS ARE WITH CONFORMANCE WITH APPLICABLE STANDARDS;
- .4 ISSUE CERTIFICATES OF SUBSTANTIAL COMPLETION;
- .5 FORWARD TO THE OWNER, FOR THE OWNER'S REVIEW AND RECORDS, WRITTEN WARRANTIES AND RELATED DOCUMENTS REQUIRED BY THE CONTRACT DOCUMENTS AND RECEIVED FROM THE CONTRACTOR; AND,
- .6 ISSUE A FINAL CERTIFICATE FOR PAYMENT BASED UPON A FINAL INSPECTION INDICATING THAT, TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION, AND BELIEF, THE WORK COMPLIES WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. EXCEPT WITH CONSENT OF THE OWNER, THE ARCHITECT SHALL PERFORM NO MORE THAN TWO INSPECTIONS TO DETERMINE WHETHER THE WORK OR A DESIGNATED PORTION OF THEREOF HAS ATTAINED SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.

§ 3.6.6.3 WHEN THE WORK OR DESIGNATED PORTION THEREOF IS SUBSTANTIALLY COMPLETE, THE ARCHITECT WILL PREPARE, ASSIGN AND ISSUE OWNER'S CERTIFICATE OF SUBSTANTIAL COMPLETION THAT SHALL ESTABLISH THE DATE OF SUBSTANTIAL COMPLETION; ESTABLISH RESPONSIBILITIES OF THE OWNER AND CONTRACTOR FOR SECURITY, MAINTENANCE, HEAT, UTILITIES, DAMAGE TO THE WORK AND INSURANCE; AND FIX THE TIME WITHIN WHICH THE CONTRACTOR SHALL FINISH ALL ITEMS ON THE LIST ACCOMPANYING THE CERTIFICATE. WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL COMMENCE ON THE DATE OF FINAL COMPLETION OF THE WORK OR DESIGNATED PORTION THEREOF.

§ 3.6.6.4 UPON RECEIPT OF THE CONTRACTOR'S WRITTEN NOTICE THAT THE WORK IS READY FOR FINAL INSPECTION AND ACCEPTANCE AND UPON RECEIPT OF A FINAL APPLICATION FOR PAYMENT, THE ARCHITECT WILL PROMPTLY MAKE SUCH INSPECTION. WHEN THE ARCHITECT FINDS THE WORK ACCEPTABLE UNDER THE CONTRACT DOCUMENTS AND THE CONTRACT FULLY PERFORMED, THE ARCHITECT WILL PROMPTLY PREPARE, SIGN, AND ISSUE OWNER'S CERTIFICATE OF FINAL COMPLETION AND A FINAL CERTIFICATE FOR PAYMENT CERTIFYING TO THE OWNER THAT ON THE BASIS OF THE ARCHITECT'S ON-SITE VISITS AND INSPECTIONS, THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND CONSTRUCTION DOCUMENTS AND THAT THE ENTIRE BALANCE, INCLUDING ALL RETAINAGES FOUND TO BE DUE THE CONTRACTOR AND NOTED IN THE FINAL CERTIFICATE IS DUE AND PAYABLE. THE ARCHITECT'S FINAL CERTIFICATE FOR PAYMENT WILL CONSTITUTE A FURTHER REPRESENTATION THAT, TO THE ARCHITECT'S BEST KNOWLEDGE, CONDITIONS HAVE BEEN MET AND THE CONTRACTOR IS ENTITLED TO FINAL PAYMENT. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	ARCHITECT
§ 4.1.1.2 Multiple preliminary designs	ARCHITECT
§ 4.1.1.3 Measured drawings	NOT PROVIDED
§ 4.1.1.4 Existing facilities surveys	NOT PROVIDED
§ 4.1.1.5 Site evaluation and planning	ARCHITECT
§ 4.1.1.6 Building Information Model management responsibilities	ARCHITECT
§ 4.1.1.7 Development of Building Information Models for post construction use	NOT PROVIDED
§ 4.1.1.8 Civil engineering	ARCHITECT
§ 4.1.1.9 Landscape design	ARCHITECT
§ 4.1.1.10 Architectural interior design	NOT PROVIDED
§ 4.1.1.11 Value analysis	NOT PROVIDED
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	OWNER
§ 4.1.1.13 On-site project representation	NOT PROVIDED
§ 4.1.1.14 Conformed documents for construction	NOT PROVIDED
§ 4.1.1.15 As-designed record drawings	NOT PROVIDED
§ 4.1.1.16 As-constructed record drawings	NOT PROVIDED
§ 4.1.1.17 Post-occupancy evaluation	NOT PROVIDED
§ 4.1.1.18 Facility support services	ARCHITECT
§ 4.1.1.19 Tenant-related services	NOT PROVIDED
§ 4.1.1.20 Architect's coordination of the Owner's consultants	ARCHITECT
§ 4.1.1.21 Telecommunications/data design	NOT PROVIDED
§ 4.1.1.22 Security evaluation and planning	NOT PROVIDED
§ 4.1.1.23 Commissioning	OWNER
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NOT PROVIDED
§ 4.1.1.25 Fast-track design services	NOT PROVIDED
§ 4.1.1.26 Multiple bid packages	NOT PROVIDED
§ 4.1.1.27 Historic preservation	NOT PROVIDED
§ 4.1.1.28 Furniture, furnishings, and equipment design	NOT PROVIDED
§ 4.1.1.29 Other services provided by specialty Consultants	ARCHITECT
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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.1 PROJECT SITE ANALYSIS AND CONSULTATION: PERFORM SITE ANALYSIS, INCLUDING TEST FITS, PARKING, TRAFFIC CIRCULATION, ON-AND-OFF SITE UTILITY AND RELATED UTILIZATION STUDIES. (SEE SECTIONS 4.1.1.1 AND 4.1.1.5 ABOVE)

.2 PRE-DESIGN/PROGRAMMING SERVICES FOR THE PROJECT: THE ARCHITECT WILL DEVELOP A CONCEPTUAL PLAN TO FIT WITHIN CONSTRUCTION BUDGET IN COORDINATION WITH STAKEHOLDERS, PARKS & RECREATION ADVISORY BOARD, PARKS & RECREATION DIRECTOR, AND CITY ENGINEER FOR A SUITABLE MUNICIPAL SWIMMING POOL. (SEE SECTION 4.1.1.2 ABOVE)

.3 OPERATION & MANAGEMENT BUDGET PLAN: DEVELOP ANALYSIS OF ESTIMATED ANNUAL COSTS TO OPERATE AND MAINTAIN PROPOSED FACILITY, IDENTIFYING UTILITIES, POOL CHEMICALS, JANITORIAL SUPPLIES, CONSUMABLE SUPPLIES, MINOR TOOLS, MAINTENANCE SUPPLIES, ETC. THE PLAN SHALL INCLUDE STAFFING LEVELS FOR MAINTENANCE, PUBLIC SWIMMING, AND LEARN-TO-SWIM PROGRAMS. (SEE SECTION 4.1.1.18 ABOVE)

.4. OTHER SERVICES PROVIDED BY SPECIALTY CONSULTANTS: AQUATIC PLANNING AND DESIGN CONSULTANT AS INDICATED IN SECTION 1.1.11.2. (SEE SECTION 4.1.1.29 ABOVE)

.5 BUILDING INFORMATION MODEL MANAGEMENT RESPONSIBILITIES (SEE SECTION 4.1.1.6 ABOVE)

.6 LANDSCAPE DESIGN, AS INDICATED IN SECTION 1.1.11.1.3. (SEE SECTION 4.1.1.9 ABOVE)

.7 ARCHITECT'S COORDINATION OF OWNER'S CONSULTANTS. (SEE SECTION 4.1.1.20)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

DETAILED COST ESTIMATING, COMMISSIONING

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services, WITH WRITTEN AUTHORIZATION FROM THE OWNER, after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. THE SCOPE OF ANY ADDITIONAL SERVICES SHALL BE DETERMINED BY AGREEMENT OF THE OWNER AND ARCHITECT PROVIDING SUCH ADDITIONAL SERVICE.

§ 4.2.1 UPON RECOGNIZING THE NEED TO PERFORM THE FOLLOWING ADDITIONAL SERVICES, THE ARCHITECT SHALL NOTIFY THE OWNER, IN WRITING, WITH REASONABLE PROMPTNESS AND EXPLAIN THE FACTS AND CIRCUMSTANCES GIVING RISE TO THE NEED. THE ARCHITECT SHALL NOT PROCEED TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES UNTIL THE ARCHITECT RECEIVES THE OWNER'S WRITTEN AUTHORIZATION:

- .1 SERVICES NECESSITATED BY A CHANGE IN THE INITIAL INFORMATION, PREVIOUS INSTRUCTIONS OR APPROVALS GIVEN BY THE OWNER, OR A MATERIAL CHANGE IN THE PROJECT INCLUDING SIZE, QUALITY, COMPLEXITY, THE OWNER'S SCHEDULE OR BUDGET FOR COST OF THE WORK, OR PROCUREMENT OR DELIVERY METHOD;

- .2 SERVICES NECESSITATED BY THE ENACTMENT OR REVISION OF CODES, LAWS, OR REGULATIONS; INCLUDING THE ARCHITECT'S CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL). CHANGING OR EDITING, PREVIOUSLY PREPARED CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL) NECESSITATED BY OFFICIAL INTERPRETATIONS OF APPLICABLE CODES, LAWS OR REGULATIONS THAT ARE EITHER (A) CONTRARY TO SPECIFIC INTERPRETATIONS BY THE APPLICABLE AUTHORITIES HAVING JURISDICTION MADE PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT, OR (B) CONTRARY TO REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL) WHEN THOSE CONSTRUCTION DOCUMENTS WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE STANDARD OF CARE.
- .3 SERVICES NECESSITATED BY DECISIONS OF THE OWNER NOT RENDERED IN A TIMELY MANNER OR ANY OTHER FAILURE OF PERFORMANCE ON THE PART OF THE OWNER OR THE OWNER'S CONSULTANTS OR CONTRACTORS;
- .4 PREPARATION FOR, AND ATTENDANCE AT, A PUBLIC PRESENTATION, MEETING OR HEARING; EXCEPT FOR REQUIRED ATTENDANCE AT CITY OF WESLACO COMMISSIONER'S MEETINGS TO REPORT ON THE STATUS OF THE PROGRESS OF THE PROJECT.
- .5 PREPARATION FOR, AND ATTENDANCE AT, A DISPUTE RESOLUTION PROCEEDING OR LEGAL PROCEEDING, EXCEPT WHERE THE ARCHITECT IS PARTY THERETO;
- .6 CONSULTATION CONCERNING REPLACEMENT OF WORK RESULTING FROM FIRE OR OTHER CAUSE DURING CONSTRUCTION.

(Paragraphs Deleted)

§ 4.2.2 The

(Paragraphs Deleted)

Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 TWO (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 BIWEEKLY (ONE (1) TIME EVERY TWO (2) WEEKS) visits to the site by the Architect during construction
- .3 TWO (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 TWO (2) inspections for any portion of the Work to determine final completion.

§ 4.2.3 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.4 If the services covered by this Agreement, NOT INCLUDING CONSTRUCTION PHASE SERVICES, have not been completed within TWELVE (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's INITIAL budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's INITIAL budget for the Project AT THE COMPLETION OF EACH PROJECT PHASE of the Project until final completion. If the Owner increases or decreases the Owner's INITIAL budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 THE OWNER'S CITY COMMISSION HEREBY DELEGATES TO THE CITY MANAGER OR DESIGNEE THE AUTHORITY TO APPROVE CHANGES TO THE WORK. ANY SUCH CHANGE SHALL BE CONFIRMED IN WRITING BETWEEN THE ARCHITECT AND CITY MANAGER OR DESIGNEE AND NOTICE OF SUCH APPROVED CHANGES SHALL BE GIVEN TO THE CITY COMMISSION AT ITS NEXT REGULAR MEETING. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE ARCHITECT DOES NOT HAVE SUCH AUTHORITY. THE ARCHITECT MAY NOT RELY UPON THE DIRECTION OF ANY EMPLOYEE OF OWNER WHO HAS NOT BEEN DESIGNATED IN WRITING BY THE CITY MANAGER OR CITY COMMISSION; OWNER SHALL NOT BE FINANCIALLY RESPONSIBLE FOR ACTIONS TAKEN BY THE ARCHITECT OR CONTRACTOR IN RELIANCE UPON DIRECTION FROM UNAUTHORIZED PERSON.

§ 5.3.1 THE ARCHITECT SHALL NOT PROCEED FROM ONE PHASE OF THE PROJECT INTO THE NEXT UNTIL THE OWNER PROVIDES APPROVAL FOR THE CURRENT PHASE OF THE PROJECT IN WRITING, INCLUDING AN ACKNOWLEDGEMENT OF ANY DEVIATION FROM THE INITIAL BUDGET.

§ 5.4 The Owner shall furnish, TO THE BEST OF ITS ABILITY, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 THE ARCHITECT STIPULATES AND AGREES THAT THE OWNER HAS NO DUTY TO DISCOVER ANY DESIGN ERRORS OR OMISSIONS IN THE FURNISHED DRAWINGS, PLANS, SPECIFICATIONS AND OTHER CONSTRUCTION DOCUMENTS, AND HAS NO AUTHORITY TO NOTIFY ARCHITECT OF SAME. BY ENTERING INTO THE CONTRACT DOCUMENTS OR ANY AGREEMENT WITH ANY ARCHITECT, OWNER DOES NOT WARRANT THE ADEQUACY AND ACCURACY OF ANY DRAWINGS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 THE OWNER SHALL COORDINATE THE SERVICES OF ITS OWN CONSULTANTS WITH THOSE SERVICES PROVIDED BY THE ARCHITECT. UPON THE ARCHITECT'S WRITTEN REQUEST, THE OWNER SHALL FURNISH COPIES OF THE SCOPE OF SERVICES IN THE CONTRACTS BETWEEN THE OWNER AND THE OWNER'S CONSULTANTS. THE ARCHITECT SHALL IDENTIFY, IN WRITING, AND REASONABLY DEMONSTRATE ALL REQUIRED SERVICES OTHER THAN THOSE DESIGNATED AS THE RESPONSIBILITY OF THE ARCHITECT. THE OWNER SHALL, AT ITS OPTION, AUTHORIZE THE ARCHITECT TO FURNISH THEM AS AN ADDITIONAL SERVICE.

§ 5.8 The

Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's WORK.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 FOR PURPOSES OF THIS AGREEMENT, THE FINAL/ACTUAL COST OF THE WORK SHALL BE THE TOTAL COST TO THE OWNER, AS APPROVED BY THE OWNER'S CITY COMMISSION, TO CONSTRUCT ALL ELEMENTS OF THE PROJECT DESIGNED OR SPECIFIED BY THE ARCHITECT. THE FINAL/ACTUAL COST OF THE WORK DOES NOT INCLUDE THE COMPENSATION OF THE ARCHITECT; THE COSTS OF THE LAND, RIGHTS-OF-WAY, FINANCING, OR CONTINGENCIES FOR CHANGES IN THE WORK; OR OTHER COSTS THAT ARE THE RESPONSIBILITY OF THE OWNER.

§ 6.1.1 THE FINAL/ACTUAL COST OF THE WORK SHALL BE THE FIGURE USED TO CALCULATE THE FEE AS DEFINED IN SECTION 11.1.2.

- 1 UNTIL A FINAL/ACTUAL COST OF THE WORK IS DETERMINED, AND INITIAL BUDGET, AS LISTED IN SECTION 1.1.3, SHALL BE USED AS A TEMPORARY PLACEHOLDER.
- 2 THE SUM OF THE LOWEST BONAFIDE GENERAL CONTRACTOR PROPOSAL, AS SOLICITED BY THE OWNER TO COMPLETE THE WORK AS REFLECTED IN THE FINAL SEALED CONSTRUCTION DOCUMENTS SHALL BE USED AS THE FINAL/ACTUAL COST OF THE WORK, WHETHER OR NOT THE OWNER CHOOSES TO MODIFY THE PROJECT FOR COST SAVINGS OR WHETHER OR NOT THE OWNER ELECTS TO PROCEED WITH CONSTRUCTION OF THE PROJECT.
- 3 IF THE OWNER SELECTS A GENERAL CONTRACTOR PROPOSAL THAT IS A GREATER DOLLAR AMOUNT THAN THE LOWEST BONAFIDE PROPOSAL, THEN THAT FIGURE SHALL BE USED AS THE FINAL/ACTUAL COST OF THE WORK, WHETHER OR NOT THE

OWNER CHOOSES TO MODIFY THE PROJECT FOR COST SAVINGS OR WHETHER OR
NOTE THE OWNER ELECTS TO PROCEED WITH CONSTRUCTION OF THE PROJECT.

§ 6.2 The Owner's INITIAL budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies, AS APPROVED BY CITY COMMISSION, for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall, AT THE OWNER'S REQUEST, make appropriate recommendations to the Owner to adjust the Project's size, quality, MATERIALS OR SUPPLIES, SCOPE, AND/or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5.1 IF, UPON NOTIFICATION THAT THE ESTIMATED COST OF THE WORK EXCEEDS THE OWNER'S BUDGET, THE OWNER CHOOSES TO PROCEED WITHOUT ADJUSTING THE PROJECT'S SIZE, QUALITY, MATERIALS OR SUPPLIES, THE OWNER AUTOMATICALLY ACCEPTS THE INCREASED BUDGET FOR COST OF THE WORK, SUBJECT TO SECTION 6.1.1.2. THE NEW INCREASED COST OF THE WORK HENCEFORTH BECOMES THE BASIS FOR FEE CALCULATIONS IN ACCORDANCE WITH SECTION 11.1.2.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, WHILE STILL ADHERING TO SECTION 6.1.1.2;
- .3 terminate in accordance with Section 9.5, WHILE STILL ADHERING TO SECTION 6.1.1.2;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, WHILE STILL ADHERING TO SECTION 6.1.1.2, OR
- .5 implement any other mutually acceptable alternative, WHILE STILL ADHERING TO SECTION 6.1.1.2.

THE OWNER RESERVES ITS RIGHTS TO ACCEPT OR REJECT ALL INFORMALITIES DURING THE PROCURMENT PROCESS AND TO ACCEPT BIDS OR NEGOTIATED PROPOSALS THAT ARE DEEMED TO BE THE BEST AND MOST ADVANTAGEOUS TO THE OWNER.

§ 6.7 IF THE OWNER CHOOSES TO PROCEED UNDER SECTION 6.6.4, THE ARCHITECT SHALL MODIFY THE CONSTRUCTION DOCUMENTS AS NECESSARY TO COMPLY WITH WTHE OWNER'S BUDGET FOR THE COST OF THE WORK AT THE CONCLUSION OF THE CONSTRUCTION DOCUMENTS PHASE SERVICES, OR THE BUDGET AS ADJUSTED UNDER SECTION 6.6.1. IF THE

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OWNER REQUIRES THE ARCHITECT TO MODIFY THE CONSTRUCTION DOCUMENTS BECAUSE THE LOWEST BONA FIDE BID OR NEGOTIATED PROPOSAL EXCEEDS THE OWNER'S BUDGET FOR THE COST OF THE WORK DUE TO MARKET CONDITIONS THE ARCHITECT COULD REASONABLY ANTICIPATE, OTHERWISE THE ARCHITECT'S SERVICES FOR MODIFYING THE CONSTRUCTION DOCUMENTS SHALL BE WITHOUT ADDITIONAL COMPENSATION.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting THE ARCHITECTURAL AND CONSTRUCTION DOCUMENTS, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs Deleted)

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give TWENTY (20) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have MAINTAINED APPROPRIATE LIABILITY UP TO THE TIME OF SUSPENSION AND no liability to the Owner for delay or damage caused the Owner DURING such suspension of services. Before resuming services, the Owner shall LIMIT COMPENSATION TO THE AMOUNTS EARNED TO DATE OF SUSPENSION. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be LIMITED TO AMOUNTS EARNED TO THE DATE OF SUCH SUSPENSION. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may UPON TWENTY (20) ADDITIONAL DAYS WRITTEN NOTICE TO THE OWNER, TERMINATE THIS AGREEMENT.

§ 9.4 Either party may terminate this Agreement upon not less than TWENTY (20) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than TWENTY (20) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 IF THE OWNER TERMINATES THIS AGREEMENT FOR ITS CONVENIENCE PURSUANT TO SECTION 9.5, OR THE ARCHITECT TERMINATES THIS AGREEMENT PURSUANT TO SECTION 9.3, THE ARCHITECT SHALL NOT BE ENTITLED TO RECEIVE FURTHER PAYMENT UNTIL THE WORK IS FINISHED. ANY FURTHER PAYMENT SHALL BE LIMITED TO AMOUNTS EARNED TO THE DATE OF TERMINATION..

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of FINAL Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the STATE OF TEXAS, AND ANY LITIGATION SHALL BE CONDUCTED IN STATE DISTRICT COURT. MANDATORY AND EXCLUSIVE VENUE FOR ANY DISPUTES SHALL BE IN HIDALGO COUNTY, OR IF NO COUNTY IS SPECIFIED, THE THE COUNTY IN WHICH THE OWNER'S MAIN ADMINISTRATIVE OFFICE IS LOCATED.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 THE OWNER AND ARCHITECT, RESPECTIVELY, BIND THEMSELVES, THEIR AGENTS, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES TO THE OTHER PARTY HERETO AND TO PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF SUCH OTHER PARTY IN RESPECT TO COVENANTS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY TO THE AGREEMENT SHALL ASSIGN THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE OTHER. IF EITHER PARTY ATTEMPTS TO MAKE AN ASSIGNMENT WITHOUT SUCH CONSENT, THAT PARTY SHALL NEVERTHELESS REMAIN LEGALLY RESPONSIBLE FOR ALL OBLIGATIONS UNDER THE AGREEMENT.

(Paragraph Deleted)

THE INVALIDITY OF ANY PART OR PROVISION OF THE AGREEMENT SHALL NOT IMPAIR OR AFFECT IN ANY MANNER WHATSOEVER THE VALIDITY, ENFORCEABILITY OR EFFECT OF THE REMAINDER OF THE AGREEMENT.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect MAY have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE FEDERAL AND STATE LAWS, RULES, AND REGULATIONS. INVALIDITY OF ANY PORTION OF THIS AGREEMENT UNDER THE LAWS OF THE STATE OF TEXAS OR OF THE UNITED STATES SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS AGREEMENT.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Init.

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User Notes:

(3B9ADA41)

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

SEVEN AND ONE-HALF (7.5 %) of the FINAL/ACTUAL COST OF THE WORK, AS DESCRIBED IN SECTIONS 6.1 AND 6.1.1. FEES SHALL BE BASED ON THE INITIAL BUDGET FOR THE COST OF THE WORK, AS SET FORTH IN SECTION 1.1.3, UNTIL THE FINAL/ACTUAL COST OF THE WORK IS ESTABLISHED, AT WHICH POINT FEES SHALL BE RECONCILED FOR ALL PHASES OF WORK.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.2.2.1 – SITE ANALYSIS: LUMP SUM FEE OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

§ 4.1.2.2.2 – PRE DESIGN PROGRAMMING: LUMP SUM FEE OF TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)

§ 4.1.2.2.3 – OPERATION & MANAGEMENT BUDGET PLAN: LUMP SUM FEE OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

§ 4.1.2.2.4 – AQUATIC PLANNING AND DESIGN CONSULTANT: LUMP SUM FEE OF SIXTY THREE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENT (\$63,100.00), PROVIDED THAT THE SWIMMING POOL SIZE DOES NOT EXCEED 3,000 SQUARE FEET OF SURFACE AREA. THIS COST INCLUDES FOUR (4) SITE VISITS WITH REIMBURSEMENT FOR TRAVEL AND LODGING.

§ 4.1.2.2.5 – BUILDING INFORMATION MODEL MANAGEMENT: NO ADDITIONAL FEE

§ 4.1.2.2.6 – LANDSCAPE DESIGN: NO ADDITIONAL FEE

§ 4.1.2.2.7 – COORDINATION OF OWNER'S CONSULTANTS: NO ADDITIONAL FEE

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

HOURLY, AS DEFINED IN SECTION 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

Init.

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	FIFTEEN	percent (	15	%)
Design Development Phase	TWENTY	percent (	20	%)
Construction Documents Phase	FORTY	percent (	40	%)
Procurement Phase	FIVE	percent (	5	%)
Construction Phase	TWENTY	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
ARCHITECT/PRINCIPAL	\$350/HOUR
PROJECT MANAGER	\$250/HOUR
DRAFTSMAN	\$150/HOUR
CLERICAL	\$75/HOUR
ENGINEER CONSULTANT	\$250/HOUR

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

Init.

.9

Site office expenses;

.10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TWO percent (2 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NOT APPLICABLE

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services COMPLETED shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

INTEREST PURSUANT TO TEXAS GOVERNMENT CODE § 2251.025

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, AS AMENDED, represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. ANY REVISION, AMENDMENT, OR MODIFICATION TO THE STANDARD FORM OF THE AGREEMENT SHALL BE VALID, BINDING, AND ENFORCEABLE ONLY IF SIGNED BY THE ARCHITECT AND THE AUTHORIZED REPRESENTATIVE OF THE OWNER'S CITY COMMISSION. IN THE EVENT OF CONFLICT, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AS AMENDED, SHALL TAKE PRECEDENCE OVER TERMS AND CONDITIONS CONTAINED IN THE GENERAL CONDITIONS, AS AMENDED, AND THE TERMS AND CONDITIONS CONTAINED IN OTHER CONTRACT DOCUMENTS,

Init.

THEN THE REQUEST FOR PROPOSALS SHALL TAKE PRECEDENCE OVER THE PROPOSAL, UNLESS SPECIFICALLY AGREED OTHERWISE HEREIN. ANY REFERENCE TO ANY CONTRACT DOCUMENT SHALL MEAN THE DOCUMENT AS AMENDED AND/OR SUPPLEMENTED FOR THIS PROJECT. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.1.1 TO BE EFFECTIVE, ALL CONTRACT DOCUMENTS REQUIRING SIGNATURES MUST BE SIGNED BY THE ARCHITECT AND THEN BY THE OWNER'S AUTHORIZED REPRESENTATIVE, AFTER APPROVAL BY THE OWNER'S CITY COMMISSION. IF AN APPROVED CONTRACT DOCUMENT REQUIRING SIGNATURE HAS NOT BEEN SIGNED, THEN THE MISSING SIGNATURE SHALL BE PROVIDED WITHIN A REASONABLE PERIOD OF TIME. FAILURE TO SIGN THE CONTRACT DOCUMENT AFTER NOTICE AND A REASONABLE OPPORTUNITY TO SIGN SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

(Paragraphs Deleted)

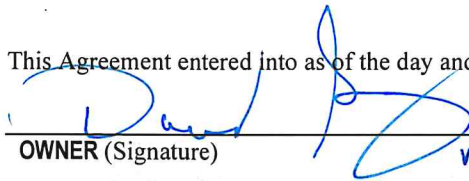
(Paragraph Deleted)

(Paragraph Deleted)

.2 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
MR. DAVID SUAREZ MAYOR – CITY OF
WESLACO, TEXAS
(Printed name and title)


ARCHITECT (Signature)
SAM GARCIA, RA, AIA PRINCIPAL – SAM
GARCIA ARCHITECT, LLC
(Printed name, title, and license number, if required)

Init.



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1150	
From:			
Subject: Discussion and consideration to approve the official 2024 Tax Roll totals as prepared by Hidalgo County Tax Assessor and Collector per section 26.09(e) of the Texas Property Tax Code. (Staffed by Finance Department.)			
Background: The city is has in the past and continues certifying the "Certified" tax roll as prepared by the Hidalgo County Tax Assessor and Collector's office.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 121724 2024 TAX ROLL MEMO, 2024 Tax Roll Totals			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: December 12, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: 2024 Certified Tax Roll Approval

.....

The Hidalgo County Tax Assessor-Collector's Office has officially submitted the 2024 Property Tax Roll totals, with the exclusion of property currently under protest. As per Property Tax Code Section 26.09(e), City Commission needs to formally approve these numbers.

Total Tax Levy for 2024:	\$19,749,130.95
Tax Rate for 2024:	.6867
Average Residential Value:	\$ 166,482.00

Staff recommends approval.

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



October 28, 2024

Martin Garza, City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX. 78596



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Dear Mr. Garza,

Enclosed please find the 2024 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Letty Chavez
Hidalgo County Auditor



CITY OF WESLACO

ENTITY

The Following information is furnished as requested.

NOTE: IT IS IMPORTANT YOU COMPLETE EACH SECTION SEPARATELY.

Itemized 2024 Tax Rate (per \$100 valuation):

(A) Maintenance and Operation (M and O) \$ 0.4379

(B) Debt Service (I and S) \$ 0.2488

Total TAX RATE (A + B) FOR 2024 \$ 0.6867

Total TAX LEVY FOR 2024 \$ 19,749,130.95

No-New-Revenue Rate 2024 \$ 0.6562

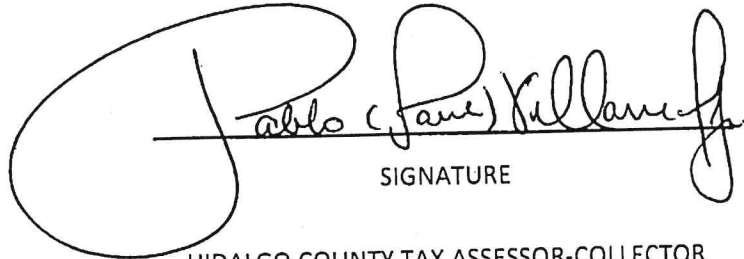
Voter-Approval Rate 2024 \$ 0.7043

De Minimis Rate 2024 \$ 0.6853

Average Residential Value 2024 \$ 166,482

10/10/2024

DATE


SIGNATURE

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

TITLE

PLEASE RETURN AS SOON AS POSSIBLE TO:

HIDALGO COUNTY APPRAISAL DISTRICT
Attn: Lydia Elizondo, Finance/Personnel Director
PO BOX 208
EDINBURG, TX 78540-0208
FAX: (956) 289-2120

ENTITY

CITY OF WESLACO

2024

JURISDICTION

40

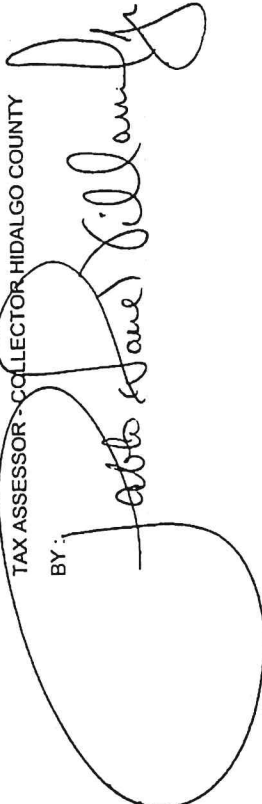
EXEMPT VALUE (EXXV)		TOTAL PARCELS		18,685
AG EXCLUSION	39,502,982	TOTAL MARKET VALUE		3,822,815,557
HS CAPPED AMOUNT	131,228,271	TOTAL EXEMPT PROPERTY	-	853,775,980
NHS CAPPED	14,851,615	TAXABLE VALUE	=	2,969,039,577
FREEPORT VALUE	22,920,379	TAX RATE PER \$100	*	0.6867
HB366 VALUE	258,503	LEVY (Before Frozen Levy Loss)	=	20,388,394.78
POLLUTION VALUE	654,932	LEVY LOSS DUE TO FREEZE	-	660,390.14
HISTORICAL VALUE		LATE AG	+	0.00
CHDO EXEMPTION	1,300,000	LATE RENDITION	+	21,126.01
PRO MISC EXEMPTS	23,788,429	LEVY	=	19,749,130.65
100% EXEMPT VET	50,904,424	TOTAL LEVY (From TC502)	=	19,749,130.95
OVER 65 HOMESTEAD		VARIANCE	+/-	-0.30
EXEMPTION	25,588,826			
OVER 65 HOMESTEAD				
SURVIVING SPOUSE	1,840,000			
DISABLED	1,770,000			
VETERAN EXEMPTIONS	3,097,551			
EXEMPT	2,265			
PRORATED EXXV	532,590,897			
PRO SCHOOLS	1,637,078			
PRO CHARITABLE	601,206			
ABATEMENT	623,341			
CHILD CARE FACILITY	109,000			
CHARITABLE ORG				
SOLAR	506,281			
TOTAL EXEMPT PROPERTY	853,775,980			

CERTIFIED TAX ROLL AS OF OCTOBER 1, 2024

TAX ASSESSMENT ROLLS OF CITY OF WESLACO FOR THE YEAR 2024 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	17,050	3,478,739,456	2,677,298,659	660,390.14	17,724,620.06
PERSONAL PROPERTY	1,635	344,076,101	291,740,918	.00	2,024,510.89
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	18,685	3,822,815,557	2,969,039,577	660,390.14	19,749,130.95

RATE OF TAXATION ASSESSMENT RATIO 100%
TOTAL TAX RATE 00.686700

PABLO (PAUL) VILLARREAL JR., PCC
TAX ASSESSOR - COLLECTOR HIDALGO COUNTY
BY: 

tc502_juris_summary.rep v1.23

Certified Roll Jurisdiction Summary

Request Seq.: 4655110 CAD Seq.: 92921024 Processing For Tax Year: 2024 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction: 40 CITY OF WESLACO

Total Parcels:	18,685	Tax Rate:	0.6867000	Opt Hom:	0.0000000
Market Value:	3,822,815,557	State Hom:	0	Opt O65:	10,000
		State O65:	0	Opt Disabled:	10,000
		Disabled:	0		

AG Exclusion Count:	111	AG Exclusion Amt:	39,502,982
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	5,201	HS Capped Amt:	131,228,271
NHS Capped Count:	442	NHS Capped Amt:	14,851,615
Assessed Value:	3,637,232,689		

Prorated-Exxxv Cnt/Amt:	724	Pro Schools Cnt/Amt:	4	1,637,078
100% Exempt Vet Cnt/Amt:	246	Exempt Cnt/Amt:	1	2,265
Hb366 Cnt/Amt:	187	Pro Charitable Functions Cnt/Amt:	3	601,206
Immed Residential Homestead Cnt/Amt:	31	Abatement Cnt/Amt:	1	623,341
Freeport Cnt/Amt:	13	Chdo Cnt/Amt:	1	1,300,000
Pollution Control Cnt/Amt:	4	Child Care Facility Cnt/Amt:	1	109,000
Solar Exemption Cnt/Amt:	9	Pro Misc Exempts Cnt/Amt:	1	23,788,429

State Homestead Count:	7,141	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	2,696	Local Over 65 Amt:	25,588,826
Surviving Spouse Count:	189	Surviving Spouse Amt:	1,840,000
State Disabled Count:	0	State Disabled Amt:	0
Local Disabled Count:	184	Local Disabled Amt:	1,770,000
Total VET Count:	284	Total VET Amt:	3,097,551
*VET Surviving Spouse Count:	18	*VET Surviving Spouse Amt:	171,000
*Included in the Total VET Count/Amt			

Partial Exempt Values:	32,296,377
Taxable Value:	2,969,039,577
Total Levy Amt:	19,749,130.95
Late Rendition Penalty Count:	497
Frozen Account Count:	2,921
Frozen Homestead Value:	324,464,246
Frozen Taxable Value:	275,499,840
Unfrozen Levy Amt:	1,891,857.60
Frozen Levy Amt:	1,231,467.46
Frozen Levy Loss Amt:	660,390.14
Total Non-Exempt Parcel Count:	18,684

Late Rendition Penalty Amt: 21,126.01



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1158	
From:			
Subject: Discussion and consideration to approve a purchase of a Seepex Sludge Pump for the Water Treatment Plant from Dynamic Pump Systems under BuyBoard contract # 672-22 . Possible Action. (Staffed by Finance 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):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 121724 SEEPEX PUMP MEMO, Quote Lewis Electric centrifuge pump NEW, Quote TMS WTP centrifuge pump NEW, DPS Centrifuge Seepex pump WTP			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: December 12, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: WTP Centrifuge Seepex Pump

.....

Inframark has approached the City to get approval for the purchase of a Centrifuge Seepex Progressive Cavity Pump Replacement for the City's Water Treatment Plant. The pump helps take sludge from the gravity thickener to the Centrifuge, where water is then removed from the sludge.

Inframark received quotes from 3 vendors ranging from \$30,750 to 34,050, of which two were buy board contracts/vendors. The lowest quote received was from Dynamic Pump Systems Buy Board Contract #672-22 in the amount of \$30,750.

Staff recommends approval of purchase.



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

To: Inframark Weslaco
Attn: Lucio Garza
Project: Seepex Sludge pump WTP
Engineer:
DPS Rep: Jerry Ochoa

Date: 11/05/2024

Quote number JO-224-24

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

The Quote is for a Seepex Progressive Cavity Pump Replacement for Commission Number 837338.2 includes motor, gear box and pump. Will be exact replacement.

Price is \$ 29,350.00
Freight \$1400.00
Total \$30750.00
Please allow 8-10-week delivery

Buy board number 672-22

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

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

Notes/Exceptions:

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

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

Lewis Electric Motors and Pumps, Inc

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

Inframark
2500 N Texas Blvd
Weslaco, TX 78559

Quotation

Deliver to	2500 N. Texas Blvd. Weslaco, TX 78599	Quotation No.	22838
		Date	Oct 16, 2024
		valid until	Oct 30, 2024

Qty	Description	each	Total
1	Seepex Progressive Cavity Pump Replacement. Includes Motor, Gearbox, And Pump	32,793.00	32,793.00
	Includes Freight		
	Buy Board 672-22		
Total			32,793.00

Weslaco Water Plant

Please detach and return to

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

received from Inframark

invoiceit!

ACCEPTANCE	
Quotation No.	22838
Date	Oct 16, 2024
Total	32,793.00

Accepted with Signature

Date



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1157	
From:			
Subject: Discussion and consideration to approve change order #2.2 in the additional amount of \$11,550 for the refurbishment of 2008 Pierce Velocity unit 566 from Fire Trucks Unlimited (staffed by Fire Department.)			
Background: Items added to the original quote include a 2nd steering gear box that was needed (\$4,500) and removal of an outdated hydraulic ladder rack system which was non functional into a new slide in compartment (\$9,180).			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANTONIO LOPEZ ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by Staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Memo 24 1213 Change Order, Fire Trucks Unlimited Change Order			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

I am writing to inform you of the additional items that have been added to the original quote for the project.

1. **Second Steering Gearbox:** A second steering gear box was identified as necessary to complete the system. The cost for this item is **\$4,500**.
2. **Removal of Outdated Hydraulic Ladder Rack System:** The outdated hydraulic ladder rack system, which was non-functional, has been removed. This has been replaced with a new slide-in compartment. The cost for this replacement is **\$9,180**.

These additions have been incorporated into change order #2.2 (attached) from Firetrucks Unlimited to finalize the refurbishment of 2008 Pierce Velocity unit 566.

Please let me know if you need any further clarification or if additional information is required.

Respectfully,
Antonio Lopez
Fire Chief

AI/kl



THE REFURB LEADER!

Unit 27654 - 2008 Pierce Velocity Pumper - Change Order #2.2
Change Order Proposal

November 26, 2024

Prepared For:

Weslaco Fire Department - TX
302 South Bridge Avenue
Weslaco, Texas 78596

Prepared By:

FIRETRUCKS UNLIMITED
1175 Center Point Dr.
Henderson, NV 89074
(702) 558-3352
FiretrucksUnlimited.com

Contract Item	Approve?	Price
01.10 Break Down Apparatus The two (2) forward-facing seats and seatbelts shall be removed and disposed of.	☒	\$0
01.10 Break Down Apparatus The two (2) existing hydraulic hose reels and all associated components shall be removed. The removed hose reels shall be returned to the customer upon completion of the refurbishment. Any remaining mounting holes shall be filled, and all wiring shall be properly terminated.	☒	\$0
01.10 Break Down Apparatus The existing Cascade system located in the forward driver-side compartment (L-1) shall be fully removed and disposed of.	☒	\$0
01.10 Break Down Apparatus The large chrome trim on the front of the cab, surrounding the headlights, shall be removed and discarded.	☒	\$0
01.10 Break Down Apparatus The door lock keypads located on the cab near the front door shall be removed. Any old mounting holes shall be filled.	☒	\$0
01.10 Break Down Apparatus The large bolts within the forward passenger-side compartment (R-1) shall be removed, and all existing holes shall be properly filled.	☒	\$0
01.10 Break Down Apparatus The interior upholstery trim panels, including those on the back wall, ceiling, B/C pillars, and doghouse, shall be removed.	☒	\$0

01.20 Shipping Firetrucks Unlimited will cover the following shipping: From Henderson, NV to Weslaco, TX.	☒	\$10,750
05.05 Cooling System Flush Cooling system flush will be included with the Radiator and CAC Overhaul.	☒	(\$525)
12.20 Steering Gear Box This truck has two steering boxes. Both steering gearboxes shall be replaced with a remanufactured gearbox meeting OEM specifications. New Quantity: 2	☒	\$4,514
14.06 Batteries New batteries have been previously installed by the customer. No batteries will be replaced.	☒	(\$1,445)
14.07 Kussmaul Battery Charger The new charger will be installed in the existing location.	☒	\$0
14.08 Kussmaul Auto Eject The new auto eject will installed in the existing location.	☒	\$0
14.15 Warning Lights - Zone A A new Whelen NFPA Edge Freedom IV light bar shall be installed. This light bar shall be configured with eight (8) red and two (2) blue forward-facing flashing LED modules, two (2) red rota-beam LED modules on the corners, and two (2) side-facing flashing LED modules. All lenses shall be clear. The layout will match the sample picture provided.	☒	\$7,052
14.15 Warning Lights - Zone A The lower Zone A warning lights shall be replaced with new Whelen 600 Series Rota-Beam lightheads. Two (2) Red/Clear and two (2) Blue/Clear lightheads will be installed with new Black Bezels.	☒	\$2,608

14.19 Warning Lights - Zone B & D (Whelen M Series) The new Whelen M6 lightheads shall be Red/Blue splits with clear lenses and equipped with black bezels. Two (2) new Whelen M6 Red/Blue split lightheads shall be installed in the Upper Zone B/D sections of the body, positioned near the previous beacon lights.	☒	\$1,010
14.19 Warning Lights - Zone B & D (Whelen M Series) The two (2) side-facing lightbars shall removed. Existing mounting holes shall be filled.	☒	\$0
14.19 Warning Lights - Zone B & D (Whelen M Series) New Whelen Ion Series lightheads shall be installed in the upper and lower Zone B/D sections of the body, with configurations as follows: UPPER ZONE B/D LIGHTS: *Eight (8) Amber LEDs, to be configured for directional signaling. *Eight (8) Red/Blue split LEDs, to be activated when running code. *Lights will be divided evenly per side. LOWER ZONE B/D LIGHTS: *Two (2) Red/White split LED lights. *Two (2) Blue/White split LED lights. *The lights will be installed in the rub rails and will be divided evenly per side. All new lightheads shall include black housings. The directional lighting option may not be possible.	☒	\$5,611
14.21 Warning Lights - Zone C (Whelen M Series) The new Whelen M6 lightheads shall be Red/Blue Split with clear lenses and black bezels. The two existing beacons in the Upper Zone C section shall be removed and replaced with two (2) Whelen M9 Red/Blue split lightheads. These lightheads shall be mounted in a rear-facing position and equipped with black bezels. The lower Zone C lights shall be mounted in new four-pack bezels with the rear DOT lighting.	☒	(\$285)
14.22 Traffic Advisor A new custom-made Whelen ION 8-lamp LED traffic advisor shall be installed rear of the apparatus. The lights shall be mounted individually across the rear, matching the reference photos provided. The lights shall be controlled inside the cab and accessible to the driver.	☒	\$3,456

14.23 Clearance/Marker Lighting Clearance lights on the upper Zone B, C, and D sections of the body will match the configuration shown in the provided reference photo.	☒	\$0
14.25 Brake, Reverse & Turn Signals (Whelen M Series) The rear DOT lighting shall be mounted in a new four-pack black bezel, including the new Zone C Lower lights.	☒	\$0
14.31 Rear Work/Hose Bed Lighting Work lights will be installed on the driver and passenger sides, one per side. The new lights will be mounted to the rear-facing wall of the body.	☒	\$0
17.09 Replace Switches The soft-touch switch labels for the switches located in the driver-side overhead area shall be replaced.	☒	\$729
17.25 Cab Plastic - Inspect & Advise The cab plastic, including four (4) cab door panels, shall be inspected for minor cracks and damage. The minor cracks that are found, will be repaired. If any of the plastic paneling is beyond repair, the Purchaser shall be notified in writing. Any approved repairs will incur an extra cost.	☒	\$421
17.35 EMS Compartment A new aluminum EMS compartment shall be mounted in the location where the forward-facing seats were removed. The compartment dimensions shall be 54 inches in height, 40 inches in width, and 24 inches in depth. The compartment shall feature a single drop-down style black netting to secure items stored within. The EMS compartment shall be finished in grey Zolatone to match the cab interior. A single clear white LED strip light shall be installed on the door frame.	☒	\$5,999
17.45 Mirrors The cab mirrors (2) shall be replaced with new Retractable west-coast style remote-controlled mirrors.	☒	\$2,398

17.52 Grab Rails Cab The four (4) existing grab handles on the cab shall be replaced with LED-lit grab handles. The LED lighting shall be blue, and the new handles shall match the length of the previous handles.	☒	\$1,712
17.56 Cab Modifications The existing light tower, including the three protective shrouds and electrical connections, shall be removed.	☒	\$2,430
17.56 Cab Modifications The damage on the passenger side of the front bumper shall be repaired.	☒	\$1,620
18.30 Grab Rails Body The six (6) existing grab handles on the body shall be replaced with LED-lit grab handles. The LED lighting shall be blue, and the new handles shall match the length of the previous handles.	☒	\$2,587
18.46 Coffin Compartments Four (4) new painted smooth aluminum coffin compartments with hinged diamondplate swing overhead doors shall be fabricated and installed two (2) on each side above the side compartments. Doors will be held open with gas-charged cylinders and secured with twist-style spring latches. The aluminum surface will be painted the job color to match the body. (Approximate Size: 167-inches long x 19-inches tall x 13-inches wide)	☒	\$20,990
18.54 Rear Body Modifications The following Rear Body Modifications shall be performed: *The rear body wall of the body shall be modified from recessed to flat back style. The existing rear compartment and rear discharge shall be adjusted to align with the new rear wall configuration. *A new full-length slide-out tray, with a maximum weight capacity of 500 lbs, shall be installed in the rear compartment. *Inside the rear compartments (L-3 and R-3), new rear walls will be made to close off each compartment. *A new 8-inch tapered rear bumper shall be fabricated and installed. The bumper shall be constructed from diamond plate material and	☒	\$28,620

designed with a 45-degree taper at both corners, beginning at the sides of the body and tapering inward. (Reference Unit 2122 - Whatcom) *The stepping surfaces, grab handles, and lighting placement shall be configured to match the reference photo provided by the customer. Three (3) new fold-down steps will be installed to match the reference photo provided. A new aluminum anti-slip step will be installed step beneath the hose bed. The rear lighting shall remain M6 Series lights.		
18.58 Hosebed Walls The height of the hose bed walls shall be raised to align flush with the cab, increasing the height by approximately 8 to 10 inches.	☒	\$3,704
18.70 Ladder Rack The existing ladder rack system on the passenger side of the body, including all associated wiring and accessories, shall be removed and disposed of. Any existing mounting holes shall be covered or filled accordingly. The old switches and controls shall be removed.	☒	\$9,180
18.90 Diamond Plate Cleaning & Polishing The diamondplate surfaces will no longer be polished.	☒	(\$8,400)
18.94 Ground Ladders Storage Tunnel A new aluminum storage tunnel with stainless steel channel rails shall be designed and fabricated to accommodate one (1) 24-foot extension ladder, one (1) 14-foot roof ladder, one (1) 10-foot attic ladder, and two (2) pikes. The tunnel shall feature Teflon on the bottom rail for ease of use. It shall be mounted on the passenger side of the body, to the right of the water tank, with the ladder tunnel extending approximately 12 inches into the pump house. Modifications to certain plumbing and pump house structures shall be made as necessary to allow for required clearances. (Note: Ladders and pikes are not included.)	☒	\$14,164
19.47 Black Trim Package Black Vortex coating shall be applied to all exterior diamond plate surfaces, including the diamond plate on the front bumper, top lip of the front bumper, cab step wells below each door, the rear wall of the cab, pump panel area including hose bed troughs, body trim, the new rear bumper, and the rear-center portion of the body. All surfaces shall be thoroughly cleaned and prepped before coating application.	☒	\$14,780

19.65 Paint Code(s) and Layout The customer has provided the following paint codes to be used: Akzo Blue Code: FLNA51759 Akzo Charcoal Gray Met Code: FLNA96156 (Paint layout will match the sample pictures provided.)	☒	\$0
19.70 Reflective Striping The reflective striping shall match the provided sample photos provided.	☒	\$0
19.75 Chevrons The rear chevron colors shall be Red and Lemon Yellow, matching the provided sample photos.	☒	\$0
19.80 Lettering & Graphics The customer shall provide the necessary graphic files for the new graphics application. All graphics must be submitted at the start of the paint process.	☒	\$0
20.28 Pump Test Note: The apparatus failed the initial pump test. The pump shall be re-tested once it is reassembled.	☒	\$0
20.50 Pump Panels The hose tray trough on the passenger side shall be repaired.	☒	\$810
20.50 Pump Panels The Pump Panels on all three sides shall be coated in Black Vortex protective coating. Panels shall be cleaned and prepped prior to coating application.	☒	\$5,038
22.05 Water Level Gauge The water level gauge shall be replaced with a new FRC LED TankVision water level gauge. The new gauge shall have a new sending unit installed.	☒	\$1,312

Contingency ** This is for internal processing and will not appear on the change order **	☒	(\$89,250)
Rental ** This is for internal processing and will not appear on the change order **	☒	(\$40,000)

Terms & Conditions:

Quote Valid for 30 Days

Payment Terms: 100% upon Final Inspection

Accept & Sign:

Signature:  Chief Antonia Lopez

Date: 26-Nov-2024



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-973	
From: David Arce			
Subject: Discussion and consideration on Ordinance 2024-37 to amend Chapter 62 of the Code of Ordinances codified as Garbage, Trash, and Rubbish to establish the Voluntary Recycling Curbside Program. First reading of Ordinance 2024-37. (Staffed by Public Works Department.)			
Background: After working together with the Recycle committee, we are moving closer to starting the voluntary curbside recycling program. The ordinance is to set a fee at \$5.00. Violations have also been added to discourage the misuse of the recycle bin.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading 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 NORMA CANTU Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Recycle Curbside, O2024-XX Voluntary Recycling Curbside Program			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: December 17, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: VOLUNTARY CURBSIDE RECYCLE PROGRAM

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

Program Overview

- **Fee for Service:** \$5.00 monthly per 95-gallon bin.
- **Service Frequency:** Bi-monthly (twice a month) curbside collection.
- **Fee Review:** Board of commissioners will periodically review the fee in relation to program costs and revenues.

Violation and Penalty Structure

1. **First Violation:** Warning for contamination with landfill waste.
2. **Second Violation:** \$15.00 fine added to the water bill.
3. **Third Violation:** \$25.00 fine and discontinuation of service, with the fine also added to the water bill.

Additional Notes

- Proper sorting is essential to ensure that materials can be sold and recycled effectively, helping prevent materials from being sent to the landfill.

Staff Recommends Approval

Recycle Committee Recommends Approval

ORDINANCE 2024-~~XXX~~37

AN ORDINANCE AMENDING ORDINANCE NUMBER 71-4 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH, AND RUBBISH BY ADOPTING NEW REGULATIONS REGARDING “VOLUNTARY RECYCLING CURBSIDE SERVICE” AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING TO PROVIDE FOR ENFORCEMENT OF THE ORDINANCE, PROVIDING FOR PENALTIES, AND PROVIDING FOR SEVERABILITY.

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

SECTION I.

Ordinance 71-4 passed and approved on March 2, 1971 as “Garbage, Trash, and Rubbish Ordinance” and Codified as Chapter 62 of the Weslaco Code of Ordinances is hereby amended to create a new section and regulations which shall be Section 62-24 to be known as “Voluntary Recycling Curbside Program”.

SECTION II.

After second and final reading of this Ordinance the amended Garbage, Trash, and Rubbish Ordinance is hereby amended to add a new section to be adopted and codified and shall read as follows:

CHAPTER 62 GARBAGE, TRASH, AND RUBBISH

SECTION 62-24 VOLUNTARY RECYCLING CURBSIDE PROGRAM

Section 62-24.1 - DEFINITION

(a) Recyclable materials shall be defined as:

1. PAPER – clean and flattened newspapers, catalogs, magazines, cardboard materials, cardboard cereal boxes and office paper;
2. PLASTICS (1&2) - empty, rinsed, loose soda bottles, milk & water Jugs, detergent/ cleaning bottles and plastic bottles & jugs.
3. CANS – empty, rinsed, loose aluminum and tin, aerosol cans, food and beverage cans.

Section 62-24.2 – RECYCLING FEE FOR RESIDENTIAL UNITS

(a) In addition to any other charges provided for in this chapter the rate for residential property requesting curbside recycling service shall be \$5.00 per month per container for the purposes of funding the recycle operation of curbside pickup. Such charge shall be reviewed by the city commissioners from time to time, in relationship to the cost of the city's voluntary recycling curbside program and the revenues derived there from.

(b) The bin to be provided shall be (95 gallon) for the collection and removal of recyclable items by the city from single-family residences with service being provided twice a month.

~~(c)~~ ~~(e)~~—The city shall remove the bin if the recycle bin is contaminated with landfill waste and a fee for violation as follows will be imposed: first violation will be a warning, the second violation will be a fine of \$15.00 and the third violation will be a fine of \$25.00 and discontinued service. The Code Enforcement Division of the City of Weslaco is hereby authorized to issue citations to any person(s) who violate any provision of this Ordinance.

(d) Late Fee for Non-Payment of Recycling Fees.

(1) A late fee of \$10.00 shall be applied to any account with an unpaid recycling fee after the due date, consistent with the procedures outlined for late payments for garbage and water services in Section 138-63.

(2) Accounts remaining unpaid for seven days past the due date may result in service suspension until payment, including the late fee, is made in full.

(3) Notices of late payment and service suspension shall be sent to the account holder's registered mailing address or email on file.

(4) Payment plans for overdue accounts may be offered at the discretion of the City Manager or designee to assist residents in maintaining service continuity.

Section 62-24.3 - RECYCLING CONTAINER.

(a) Residential customers shall utilize the specified container for the collection and removal of recyclable materials, as defined herein. The city or the city's designated representative will distribute one (1) recycling container to the residential customer at a cost of \$5.00 to the customer. The container shall remain the property of the city and shall not be removed from the property when changing residences.

(b) Customer use of the residential recycling container shall be subject to the same regulations for placement, storage, repair, replacement, and care as specified herein for residential solid waste containers.

(c) If a residential account serviced by the city regularly generates more recyclables than can be placed in the residential recycling container for the twice a month collection, the city will provide the residential customer with a second (95 gallon) recycling container at an additional fee of \$5.00 per month.

(d) No person other than the residential customer and solid waste services division employee, or an authorized recycling contractor may remove, collect or transfer recyclable materials that have been placed in a recycling container in the city. Each violation of this provision shall constitute a separate and distinct offense punishable as provided in section 62-24.3.

Sec. 62-24.4 - PLACEMENT OF CONTAINERS FOR COLLECTION.

(a) **Placement of containers on street.**

Residential solid waste and recycling containers set out for street collection should be aligned with the handles facing the house and located within two (2) feet of the paved curb and at least ten (10) feet from any mailbox, other container or other large object. The residential customer with street collection is prohibited from placing the container at the collection point prior to twelve (12) hours before collection.

(b) Removal of solid waste and recycling containers following collection.

The residential customer with street collection is required to remove the solid waste and recycling containers from the collection area and to relocate them to a place within six (6) feet of the residential structure within twelve (12) hours after the containers are serviced by the environmental waste services division.

Sec. 62-24.5- BLOCKING ACCESS TO CONTAINERS.

It shall be unlawful to stop, stand, or park a vehicle or trailer on public or private property in a manner that prevents access to a solid waste or recycling collection container by a collection truck that is attempting to service the container. For the purposes of this section, it shall be presumed that the owner of record of any violating vehicle or trailer is the person who stopped or parked the vehicle or trailer in the offending location.

- (a) It shall be a violation to place garbage containers within 10 feet of a United States Postal box, a building/structure, low hanging wires, or any fence located in a residential use area in accordance with Figure 1.1, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturdays, except on federal holidays and except momentarily to load or unload passengers or merchandise.

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

SECTION IV. ENFORCEMENT.

The Code Enforcement Division of the City of Weslaco is hereby authorized to issue citations to any person(s) who violate any provision of this Ordinance.

SECTION V. PENALTIES.

Any person, firm or corporation violating any of the provisions or terms of this section, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Weslaco, Texas shall be subjected for each offense to a fine in an amount not to exceed \$500.00 for each and every offense. Each and every violation or day that such violation shall continue or exist shall be deemed a separate offense.

SECTION VI. SEVERABILITY.

The provisions of this Ordinance are severable, and if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional or invalid by any court of competent jurisdiction, such holding shall not affect or impair any of the remaining parts or provisions hereof.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of December 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this XXX day of January 2025

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**

DRAFT



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1205	
From:			
Subject: Discussion and consideration for the purchase of two Ford Maverick Hybrid Trucks for the Public Works Department through the TIPS USA 210907 Transportation Vehicle Contract from Silsbee Ford at a total cost of \$58,506 to be reimbursed through the Energy Efficiency and Conservation Block Grant (EECBG) Program. (Staffed by Grant 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 Gabriel Perez Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval authorizing the purchase of two Ford Maverick Hybrid Trucks for the Public Works under the Energy Efficiency and Conservation Block Grant (EECBG) Program.			
Attachments, if any: EECBG Purchase Memo, 2025 Hybrid Ford Maverick Quote, 2025 Hybrid Ford Maverick Specifications			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: December 17, 2024
Subject: Discussion & Consideration regarding the purchase of Two Ford Maverick Hybrid Trucks for the Public Works Department with EECBG Program Funding

Item Explanation:

The Public Works Department seeks to enhance its operational efficiency and environmental sustainability by acquiring two Ford Maverick Hybrid Trucks. These vehicles will be purchased through the TIPS USA 210907 Transportation Vehicle Contract from Silsbee Ford at a total cost of \$58,506.00.

This purchase will be fully reimbursed through the Energy Efficiency and Conservation Block Grant (EECBG) Program. The EECBG is a federally funded initiative designed to support local governments in implementing energy-efficient technologies and reducing overall carbon emissions.

The Ford Maverick Hybrid Trucks are specifically chosen for their fuel efficiency and reduced emissions compared to traditional gasoline vehicles. Integrating these hybrid trucks into the Public Works Department aligns with the city's commitment to sustainability and operational cost savings through reduced fuel consumption.

Recommendation:

Staff recommends approval authorizing the purchase of two Ford Maverick Hybrid Trucks for the Public Works Department under the awarded Energy Efficiency and Conservation Block Grant (EECBG) Program.

Gabriel E. Perez, MPA
Grant Manager
City of Weslaco
Email: Gperez@weslacotx.gov
Phone: (956) 805-4330



PRODUCT PRICING SUMMARY

TIPS USA 210907 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF WESLACO

Prepared by: MICHAEL WILEY

Contact: HOMER RHODES

Phone: 254-541-9061

Email:

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD MAVERICK

Date: October 15, 2024

A. Bid Item: 60

A. Base Price: \$ 24,990.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W8A	2025 CREW CAB XL FWD	\$ 3,500.00			
	CLOTH SEATS; A/C; AM/FM W/SYNC	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	STEEL WHEELS	INCL			
	2.5L HYBRID I-4; AUTOMATIC	INCL			

Total of B. Published Options: \$ 3,500.00

Published Option Discount (5%) \$ -

C. Unpublished Options

Description	Bid Price	Options	Bid Price
90-120 DAYS ESTIMATED	DELIVERY		
WHITE	COLOR		

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 436 miles

\$ 763.00

H. Subtotal:

\$ 29,253.00

I. Quantity Ordered 2 x H =

\$ 58,506.00

J. Trade in:

\$ -

K. Total Purchase Price

\$ 58,506.00

2025 FORD MAVERICK

TECHNICAL SPECIFICATIONS



BODY

Body type	Unibody SuperCrew® pickup
Construction	High-strength steel frame, mild steel body panels
Trim levels	XL, XLT, LARIAT®, TREMOR®, Lobo™
Final Assembly Location	Hermosillo Assembly Plant, Sonora, Mexico

DRIVETRAIN LAYOUT

Standard	Front engine, Hybrid Front-Wheel Drive. Front engine, ICE All-Wheel Drive (AWD)
Optional	Front engine, Hybrid All-Wheel Drive

ENGINES

	2.5-liter FHEV (Standard)	2.0L EcoBoost (Available)
Configuration	Aluminum block and head, Atkinson cycle I-4	Aluminum block and head, I-4
Manufacturing location	Chihuahua, Mexico	Cleveland, Ohio and Valencia, Spain
Intake manifold	Composite	Composite
Exhaust manifold	Integrated	Integrated
Valvetrain	DOHC, IVCT	DOHC, Ti-VCT
Pistons	Aluminum	Aluminum
Connecting rods	Powder forged	Powder forged
Bore and stroke	3.50 x 3.94 in.	3.44 x 3.27 in.
Displacement	152 cu. in.	122 cu. in.
Compression ratio	13.0:1	10.8:1
Engine control system	Powertrain Control Module	Powertrain Control Module
Crankshaft	Forged Steel	Forged Steel
Targeted horsepower*	191 hp @ 5,600 rpm	238 hp @ 5500 rpm
Targeted torque*	155 lb.-ft. @ 4000 rpm	275 lb.-ft. @ 3000 rpm
Total System Horsepower** (Hybrid)	191 hp	NA
Fuel delivery	SMFI	GTDI
Oil capacity	5.7 quarts	5.5 quarts
Coolant capacity	11.6 quarts (gas engine)/4.7 quarts (electric)	9.2 quarts

HYBRID SYSTEM

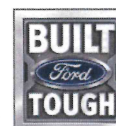
Electric motor type	Permanent magnet electric traction
Output	94 kW/173 lb.-ft. battery peak
Battery cooling system	Liquid
Battery location	Passenger side under cabin

TRANSMISSION

2.5L FHEV	PowerSplit: Electronic continuously variable transmission
2.0L EcoBoost	8-speed automatic, 7-speed Quick Shift transmission (Lobo AWD)

*Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary.
 **Calculated via combined performance of the engine and electric motor(s) with peak battery power. The calculations utilize SAE J1349® engine results and Ford electric motor dyno testing. Your results may vary.

FORD MAVERICK



GEAR RATIOS

Configuration		PowerSplit	
		Electronic continuously variable transmission	8-speed automatic
Gear Ratios	First	N/A	4.69
	Second	N/A	3.31
	Third	N/A	3.01
	Fourth	N/A	1.92
	Fifth	N/A	1.45
	Sixth	N/A	1
	Seventh	N/A	0.75
	Eighth	N/A	0.62
	Final Gear Ratio	2.91:1	3.81
	Reverse	N/A	-2.96

SUSPENSION

	2.5L Hybrid	2.0 EcoBoost
Front	Independent MacPherson strut-type suspension with coil springs, twin-tube hydraulic gas-pressurized shocks, stabilizer bars, aluminum lower control arm, steel sub-frame and cast knuckle	Independent MacPherson strut-type suspension with coil springs, twin-tube hydraulic gas-pressurized shocks, stabilizer bars, aluminum lower control arm, steel sub-frame and cast knuckle
Rear (FWD)	Independent twistbeam rear suspension with integrated stabilizer bar, Ford patented "force vectoring springs," twin-tube hydraulic gas-pressurized dampers	N/A
Rear (AWD)	Independent multi-link trailing arm suspension with twin-tube hydraulic gas-pressurized dampers, coil springs, stabilizer bar, steel sub-frame and cast knuckle	Independent multi-link trailing arm suspension with twin-tube hydraulic gas-pressurized dampers, coil springs, stabilizer bar, steel sub-frame and cast knuckle
Rear (AWD/FX4)	N/A	Independent multi-link trailing arm suspension with mono-tube hydraulic gas-pressurized dampers with hydraulic rebound stop, coil springs, stabilizer bar, steel sub-frame and cast knuckle

STEERING – ELECTRONIC POWER-ASSISTED

Turning circle (curb-to-curb)	40 feet
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BRAKES

Type	4-wheel disc brakes with ABS and regenerative braking system (hybrid)
	4-wheel disc brakes with ABS
	Upgraded front brakes with two-piston calipers, larger brake rotor, higher friction brake pads (Lobo)

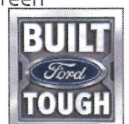
WHEELS

Standard	17-in. Steel Wheel with Sparkle Silver Painted Covers (XL)
	17-in. Carbonized Gray Painted Aluminum Wheel (XLT)
	19-in. Bright Aluminum Wheel (LARIAT)
	17-in. Machined-face Tarnished Dark painted Aluminum with Orange Painted Accent Pocket (standard on Tremor)
	19-in. Turbogan-styled Black Painted Aluminum (standard on Lobo)
Optional	17-in. Unique Ebony painted Aluminum Wheel (included in FX4 Off-Road Package on XLT)
	19-in. Black Painted Aluminum (available in Black Appearance Package (available on Lobo)

AVAILABLE EXTERIOR COLORS

Space White Metallic, Carbonized Gray Metallic, Azure Gray Metallic Tri-Coat, Ruby Red Metallic Tinted Clearcoat, Eruption Green Metallic, Desert Sand, Oxford White, Shadow Black, and Velocity Blue Metallic.

FORD MAVERICK



TIRES

225/65R 17" A/S BSW (standard)
225/65R17 A/T (optional)
235/65R17 A/T (optional, standard on Tremor)
225/55 R19 (Standard on LARIAT & Lobo, optional with Black Appearance Package)

LIGHTING

Headlamps	LED Reflector (XL, XLT), LED Projector w/LED Signature Accent Lighting (LARIAT, Lobo, TREMOR)
Taillamps	Halogen (XL, XLT) LED (LARIAT, Lobo, TREMOR)

FORD CO-PILOT360™ TECHNOLOGIES

Standard	Auto LED High Beams, Autolamp, Pre-Collision Assist with Automatic Emergency Braking (includes Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) and Rear View Camera
Available	Adaptive Cruise Control with Stop & Go, Evasive Steering Assist, Lane Centering, Reverse Sensing System, BLIS® with Cross-Traffic Alert, Lane Departure Warning, Lane-Keeping Aid and Hill Descent Control, Reverse Brake Assist, Lane Keeping System (remove Lane Departure Warning and Lane Keeping Aid)

EXTERIOR DIMENSIONS

(INCHES UNLESS OTHERWISE NOTED)

	2.5L FHEV FWD	2.0L ICE AWD	Tremor ICE AWD	Lobo ICE AWD
Wheelbase	121.1	121.1	121.1	121.1
Vehicle Length	199.8	199.8	200.6	200.9
Vehicle Height – Maximum	68.8	68.5	69.4	67.7
Vehicle Width*	72.6	72.6	72.6	72.6
Body Width – Maximum	72.4	72.4	72.4	72.4
Vehicle Width – Including Outside Mirrors	83.5	83.5	83.5	83.5
Vehicle Width – with Mirrors Folded	77.9	77.9	77.9	77.9
Vehicle Track Front Curb	63.6	63.5	63.1	63.7
Vehicle Track Rear Curb	63.0	62.6	62.4	63.1
Front Overhang	34.2	34.2	34.4	34.7
Rear Overhang	44.5	44.5	45.1	45.0
Approach Angle (in degrees)	20.3	21.1	30.8	19.0
Departure Angle (in degrees)	22.2	21.1	21.6	19.3
Ramp Breakover Angle – Curb (in degrees)	16.7	18.3	20.1	17.0
Minimum Running Ground Clearance	8.1	8.3	9.1	7.4
Front of Bumper to Back of Cab	137.7	137.7	138.0	138.2

INTERIOR DIMENSIONS

(INCHES UNLESS OTHERWISE NOTED)

Effective Head Room – Front	40.2	40.2	40.2	40.2
Effective Head Room – Front (with moonroof)	38.0	38.0	38.0	38.0
Effective Head Room – Second	39.6	39.6	39.6	39.6
Effective Head Room – Second (with moonroof)	39.4	39.4	39.4	39.4
Maximum Leg Room – Accelerator	42.8	42.8	42.8	42.8
Effective Leg Room – Second	35.9	36.9	36.9	36.9
Hip Room – Front	55.4	55.4	55.4	55.4
Hip Room – Second	54.1	54.1	54.1	54.1
Shoulder Room – Front	57.3	57.3	57.3	57.3
Shoulder Room Beltline – Second	55.6	55.6	55.6	55.6

CAPACITIES

(IN CUBIC FEET)

Passenger Volume Total	100.3	101.5	101.5	101.5
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*Measured to door handles.

FORD MAVERICK



**CARGO BOX
(INCHES UNLESS OTHERWISE NOTED)**

	2.5L FHEV FWD	2.0L ICE AWD	Tremor ICE AWD	Lobo ICE AWD
Lift In Height	30.4	29.4	30.0	28.2
Pickup Body Height	20.3	20.3	20.3	20.3
Pickup Body Length at Floor	54.4	54.4	54.4	54.4
Cargo Width – Wheel House	42.6	42.6	42.6	42.6
Exposed Cargo Width	53.3	53.3	53.3	53.3
Open Trucks and MPV Cargo Volume (in cubic feet)	33.3	33.3	33.3	33.3

DIMENSIONS

Pickup Body Length at Top of Body (in inches)	53.1	53.1	53.1	53.1
Rear Opening Width at Top of Box or Belt (in inches)	49.8	49.8	49.8	49.8
Rear Opening Width – Lower (in inches)	48.8	48.8	48.8	48.8
Interior Volume (Min Cargo/Max Pass) = Cargo Volume Behind Last Row + All Rows of Passenger Volume (in cubic feet)	100.3	101.5	101.5	101.5
Angle of Approach – EPA Curb (in degrees)	20.3	21.1	30.8	19
Angle of Departure – EPA Curb (in degrees)	21.8	20.7	21.4	19.2
Ramp Breakover Angle – EPA Curb (in degrees)	16.5	18.1	20.0	16.9
Front Axle Differential to Ground – EPA Curb (in inches)	9.7	9.9	11.0	9.5
Front Axle Differential to Ground – EPA Curb (in inches)	N/A	9.6	10.5	8.7
Minimum Running Ground Clearance – EPA Curb (in inches)	8.1	8.1	9.0	7.3
Volume First Seat Compartment (in cubic feet)	54.5	54.5	54.5	54.5
Volume First Seat Compartment with Moonroof Headline (in cubic feet)	51.4	51.4	51.4	51.4
Volume Second Seat Compartment (in cubic feet)	45.8	47.1	47.1	47.1

**PROGRAM SPECIFIC DIMENSIONS
(IN CUBIC FEET)**

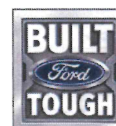
Underseat Storage Volume – Second	2.0	2.6	2.6	2.6
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FUEL CAPACITY (US GALLONS)

2.5-liter FHEV (FWD/AWD)	13.8
2.0-liter EcoBoost (AWD)	16.5

WEIGHTS (LBS.)

	2.5-liter FHEV (FWD/AWD)	2.0-liter EcoBoost (AWD)
Base Curb Weights	3,674	3,563 / 3,731
GVWR	5,320 (FWD), 5,320 (AWD)	5,240 (AWD); 5,090 (AWD Tremor); 4,970 (AWD Lobo)
Maximum Payload	1,500 (FWD); 1,400 (AWD)	1,500 (AWD); 1,140 (Tremor); 1,045 (Lobo)
Maximum Towing	2,000 (standard), 4,000 with 4K Tow Package	2,000 (standard), 4,000 with 4K Tow Package (excludes Lobo and Tremor)

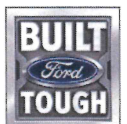
FORD MAVERICK

TECHNOLOGY

Standard and Available Features

13.2-inch LCD Capacitive Touchscreen with Swipe Capability, Wireless Apple CarPlay® and Android Auto Compatibility, SYNC® 4 with Enhanced Voice Recognition (incl. SiriusXM® with 360L), 8-inch Productivity Screen, FordPass® Connect (5G) LTE Wifi Hotspot, 2 USB Ports, available Wireless Charging Pad, available LED Bed Lighting, Drive Modes, available Hill Descent Control, available Skid Plates, available LED Projector Headlamps w/LED Signature Accent Lighting & LED Taillamps, flip up rear seat, rear underseat storage, power windows, power locks, remote keyless entry/panic button (2 key fobs), available power locking tailgate, air conditioning, electronic stability control, manual tilt/telescoping steering wheel, Trail Control, Trail 1-Pedal Drive, Pro Trailer Hitch Assist, Pro Trailer Backup Assist

FORD MAVERICK





Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1207	
From:			
Subject: Discussion and consideration for the purchase of five Electric Bikes for the Weslaco Police Department through the selection of the lowest available quote, Quiet Kat, at a total cost of \$12,749.96 and reimbursed through the Energy Efficiency and Conservation Block Grant (EECBG) Program. (Staffed by Grant 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 Gabriel Perez Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval authorizing the purchase of Five Electric Bikes for the Weslaco Police Department under the Energy Efficiency and Conservation Block Grant (EECBG) Program.			
Attachments, if any: EECBG Purchase Memo - WPD, 2025 E-BIKE VPO Quote, 2025 E-BIKE VPO Specifications			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: December 17, 2024
Subject: Discussion & Consideration regarding the purchase of five electric bikes for the Weslaco Police Department under the Energy Efficiency and Conservation Block Grant (EECBG) Program.

Item Explanation:

The Weslaco Police Department seeks approval to purchase five electric bikes to enhance patrol capabilities in high-traffic and hard-to-reach areas. These bikes offer officers increased mobility and flexibility while supporting environmentally sustainable practices. Quiet Kit has been selected to provide the bikes based on the lowest available quote, at a total cost of \$12,749.96.

This purchase will be fully reimbursed through the Energy Efficiency and Conservation Block Grant (EECBG) Program, a federal initiative designed to promote energy efficiency and sustainable practices in local government operations.

Electric bikes provide a cost-effective, energy-efficient transportation solution for areas where traditional patrol vehicles are impractical. This initiative supports the city's goals of reducing emissions and fostering stronger community engagement through increased officer accessibility.

Recommendation:

Staff recommends approval to authorize the purchase of five electric bikes for the Weslaco Police Department under the awarded Energy Efficiency and Conservation Block Grant (EECBG) Program.

Gabriel E. Perez, MPA
Grant Manager
City of Weslaco
Email: Gperez@weslacotx.gov
Phone: (956) 805-4330



PO Box 3898
215 Broadway St
Eagle CO 81631
United States
(970) 328-2399

Quote

Date 10/23/2024
Quote # EST10557
Expires 10/23/2024
PO #
Sales Rep E221 Rossouw Botha
Shipping Method FedEx Ground
Ship Date 10/31/2024

Bill To
Gabriel Perez
City of Weslaco Police
Department
901 N Airport Dr
Weslaco TX 78596
United States

Ship To
Gabriel Perez
City of Weslaco Police Department
901 N Airport Dr
Weslaco TX 78596
United States

Item	Qty	Description	Est. Ship Date	Rate	Amount
PAT-VPO-BLK-17	5	Patrol, VPO, Black, Medium		\$2,999.99	\$14,999.95
AFO-PAT-VPO-BLK-17	5	Patrol, VPO, Black, Medium			
FKA-96593	5	Battery, Pathfinder, 48V, 17.25Ah, UL Certified			
Discount: Generic Discount		MLE Tier 1		-15%	(\$2,249.99)
				Subtotal	\$12,749.96
				Shipping Cost	\$0.00
				Tax Total	\$0.00
				Total	\$12,749.96

All orders with quantities of less than a container are subject to a 15% cancellation fee. Orders with container level quantities cannot be cancelled. Go to www.quietkat.com for details on return and cancellation policies. Subject to Seller's General Terms and Conditions of Sale, which are incorporated herein as if fully set forth, and can be found at <http://vistaoutdoor.com/wp-content/uploads/2018/08/Vista-Outdoor-Terms-Conditions-of-Sale-August-2018.pdf> ("Terms"). The Buyer acknowledges receipt of the then in effect Terms and agrees to comply and be bound by the same. For Prop 65 warnings visit www.vistaoutdoor.com/california-prop-65/. For compliance certificates visit <https://vistaoutdoor.com/compliancecertificates>



EST10557

Specs

From Rossouw Botha <Ross@Quietkat.com>

Date Thu 10/24/2024 11:50 AM

To Gabriel Perez <gperez@weslacotx.gov>

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

The **QuietKat Patrol 10** was developed to meet the rugged capability and high-powered needs of modern-day military, law enforcement and government professionals around the world. This e-Bike is equipped with a simple yet powerful low maintenance hub-drive motor packing 1000w of electric pedal or throttle assist to provide quick acceleration and industry-leading cargo capacity.

SPECS

Motor(s): 1000w VPO

Battery: 16Ah / 48V

Range: 24 miles unassisted, 48 miles assisted*

Brakes: 2-Piston Hydraulic

Suspension: Coil Suspension Fork

Wheel/Tire: 26" x 4.5" Fat-Tire

Load: 325 lbs.

Size: M

* Range is calculated at 1.5 miles per amp-hour unassisted, 3 miles per amp-hour assisted and may vary.

* Bike weight is calculated without battery.

Full Light/PA and Siren Kit:

360-degree visible emergency lights

Motorcycle siren

PA System

Headlight

Lockable Box

System runs on bike's battery

*Must be installed at an upfitter or by agency technician

Ross Botha | Military, Law Enforcement & OGA - Sales Manager | [QuietKat](#)

Mobile: +1-605-499-9417 **Email:** ross@quietkat.com

Calendar: <https://meetings.hubspot.com/rbotha>

[Facebook](#) | [Instagram](#) | [LinkedIn](#)





Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1208	
From: Albert Aldana			
Subject: Discussion and consideration of approval of the proposed agreement with AIM GIS Solutions for RFQ No. 2024-25-03 GIS Solutions and Services for the City of Weslaco. (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.			
Attachments, if any: 12-10-24CC_GIS Contract, GIS SERVICES CONTRACT AGREEMENT			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: December 10, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

RE: **CONTRACT AGREEMENT APPROVAL
FOR RFQ #2024-25-03 GIS SOLUTIONS & SERVICES**

AIMS GIS Solutions (AIMS) was selected for a GIS Services Contract with the City of Weslaco at the city commission meeting held on November 19, 2024.

Staff has come to terms with AIMS and has developed a contract agreement for your review and approval. The agreement generally includes the following terms:

- 12 months agreement with option to extend for an additional 12 months with city commission approval.
- Professional Liability Insurance, Workers' Compensation, Auto Liability Insurance
- 20 Hours per month to perform the scope of services shown on Exhibit A.
- 8 Hours of Training per Year
- \$3,000.00/month recurring charge with Net 30-day payment term

Interim City Attorney Ben Castillo has reviewed and approved the attached agreement. Staff recommends approval.

Please let me know if you have any questions or need further information.

Kind regards,

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

Attachment: Proposed Contract Agreement

CONTRACT AGREEMENT FOR PROFESSIONAL GIS SERVICES

THE STATE OF TEXAS

§

CITY OF WESLACO

§

§

COUNTY OF HIDALGO

§

§

This AGREEMENT is between **AIMS GIS SOLUTIONS** (hereafter referred to as "CONSULTANT"); and **CITY OF WESLACO**, (hereinafter referred to as the "OWNER"). CONSULTANT is hereby authorized to perform professional services in connection with **GIS SOLUTIONS AND SERVICES**, hereinafter referred to as the Project.

Contract ID #: RFQ #2024-25-03

Date: _____

Project: GIS SOLUTIONS AND SERVICES

Project Location: WESLACO, Texas

Section 1

General Scope of Services and Project Description

This AGREEMENT is based on providing the following services for the Project as described in **Exhibit A-Scope of Services**. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

This agreement is valid for a period of one-year starting on the date of this agreement and may be renewed for an additional year with city commission approval.

Section 2

Representations and Warranties

By executing this AGREEMENT, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 CONSULTANT will maintain throughout this AGREEMENT the following insurance: worker's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. OWNER will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage as mentioned above and CONSULTANT waives subrogation against OWNER as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* CONSULTANT shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* CONSULTANT shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* CONSULTANT shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by CONSULTANT in connection with the performance of services under this AGREEMENT.
- (4) *Professional Liability Coverage.* CONSULTANT shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by CONSULTANT and/or any of CONSULTANTS

agents, employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

- (1) The OWNER, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations particular to the scope of protection afforded to OWNER, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects the OWNER, its officers, officials, employees, agents, and volunteers. Any insurance maintained by OWNER, its officials, employees, agents or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
- (3) Any failure of CONSULTANT to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to OWNER, its officers, officials, employees, or volunteers.
- (4) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) CONSULTANT's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the OWNER must be made by certified mail, return receipt requested.
 - (a) Deductibles. Any deductibles must be declared to and approved by OWNER. At OWNER's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by OWNER in writing.

- (c) *Verification of coverage.* CONSULTANT shall provide certificates of insurance with copies of original endorsements to OWNER as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with OWNER before commencement of work by CONSULTANT. At the request of OWNER, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The CONSULTANT shall indemnify and hold harmless OWNER, OWNER's officers, officials, OWNER CONSULTANT's, directors, members, managers, employees, and OWNER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of CONSULTANT'S, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The CONSULTANT agrees that it shall, at CONSULTANT's sole expense, indemnify and hold harmless the OWNER against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. CONSULTANT shall reimburse OWNER reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the project or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Weslaco Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by the OWNER, whether with or without cause, or by the CONSULTANT without cause, the CONSULTANT shall be paid the reasonable value of services performed and expenses incurred prior to the termination date. Payment shall include fees for work completed, minus any reasonable costs required to complete the remaining scope of work under this AGREEMENT. The CONSULTANT shall submit invoices, timesheets, and requests for payment for all services performed and expenses incurred prior to the termination date within thirty (30) days of termination, along with all appropriate documentation to support the payment request.

OWNER shall review all submitted documentation and expenses. If questions arise concerning any charges, payment for the disputed amount may be withheld until the parties reach an AGREEMENT. OWNER is not obligated to pay for any expenses or services performed after the termination date, except for obligations expressly required by applicable law or regulatory requirements.

The OWNER and CONSULTANT agree that all payments are subject to any applicable state or federal requirements governing the use or payment of fees and expenses.

4.4 As OWNER is a governmental entity, it is always subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the OWNER believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, OWNER shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in **Exhibit A-Scope of Services**.

5.2 For all services to be performed by CONSULTANT under this AGREEMENT, CONSULTANT shall be paid the amounts set forth in **Exhibit B-Fee Schedule**. Payment by OWNER under this AGREEMENT shall not be deemed a waiver of defects, even if OWNER knew such defects at the time of payment. Payment terms are Net 30 days.

Section 6

Audit & Examination

6.1 The OWNER or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of OWNER, emailed and original invoices will be accepted, no faxes will be accepted for payments. If OWNER objects to all or any portion of invoice(s), OWNER shall notify CONSULTANT, in writing, within 10 days of the nature of such objection and the amount in dispute. OWNER shall pay when due the portion of the billing, if any, which is not in dispute. The CONSULTANT and OWNER will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 OWNER shall not be obligated to make payment to CONSULTANT in the event one or more of the following conditions are in existence:

8.2 CONSULTANT is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and OWNER has provided written notice of such alleged default and provided CONSULTANT a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which OWNER has provided written notice of such non-conformance to CONSULTANT and provided CONSULTANT a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 CONSULTANT has failed to make payment promptly to CONSULTANTS or other third parties used in connection with the services for which OWNER has made payment to CONSULTANT;

8.5 If OWNER, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the OWNER shall provide CONSULTANT with

written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services OWNER deems sufficient for payment to resume; no additional payments will be due CONSULTANT hereunder unless and until CONSULTANT, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by OWNER to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves CONSULTANT of any its obligations hereunder with respect thereto;

8.7 CONSULTANT shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

8.8 CONSULTANT acknowledges that CONSULTANT's skill and expertise is a material consideration for OWNER entering into this AGREEMENT. CONSULTANT shall not assign, subcontract or delegate to any other party the performance of any to be rendered by CONSULTANT under this AGREEMENT without prior written approval of OWNER. If OWNER consents to any subcontracting of work, CONSULTANT shall be fully responsible to OWNER for all acts or omissions of the sub-consultant (s).

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by OWNER, CONSULTANT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to CONSULTANT and upon approval thereof by OWNER, OWNER shall pay to CONSULTANT the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the OWNER except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the CONSULTANT except those previously made in writing and identified by the CONSULTANT as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The OWNER will be entitled to retain ownership of the Project Documents. The OWNER will retain original documents (Plans and Specifications, drawing, designs,

invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, OWNER shall have sole right to use such materials at its discretion without further compensation to CONSULTANT or to any other party. The CONSULTANT may retain reproducible copies of such documents. The OWNER will require copies of all final electronic GIS files. OWNER hereby agrees, to the extent permitted by law, to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the OWNER'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, OWNER and CONSULTANT agree and acknowledge that OWNER is entering into this AGREEMENT in reliance on CONSULTANT's experience and abilities with respect to performing the Services outlined in the Scope of Services. CONSULTANT represents to OWNER that CONSULTANT will use its best efforts, skill judgment and abilities to manage the project and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 CONSULTANT must perform its services (1) with the professional skill and care ordinarily provided by competent CONSULTANTS practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent CONSULTANT.

11.3 The CONSULTANT represents, covenants and agrees that the person directly in charge of the professional CONSULTANT work is duly registered under applicable Texas Law.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the OWNER and CONSULTANT and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive

portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF WESLACO.

EXECUTED THIS _____ DAY OF _____, 2024.

OWNER: CITY OF WESLACO

CONSULTANT: AIMS GIS SOLUTIONS

(Signature)

(Signature)

Print Name: Adrian Gonzalez, Mayor
City of Weslaco

Print Name: _____
Sergio Castro

ATTEST:

(Signature)

Print Name: Norma A. Cantu
City Secretary

APPROVED AS TO FORM:

(Signature)

Print Name: Ben Castillo
Interim City Attorney

ATTACHMENTS: Exhibit A – Scope of Services
Exhibit B – Fee Schedule

EXHIBIT A – SCOPE OF SERVICES
GIS SERVICES AGREEMENT
RFB 2024-25-03
(Attach Exhibit A – Scope of Services)

EXHIBIT A – SCOPE OF SERVICES

1.1 GIS SOLUTIONS AND SERVICES

As part of this proposal, the following GIS solutions and services are included:

- GIS Map Data Development and Enhancements
- Addressing and Address Verification Process
- ArcGIS Online Administration
- All Departments Database Development
- Third party software data updates
- NG9-1-1, Public Safety, and Emergency Management GIS Data Development
- Data Analysis
- Maintenance Services
- Customize Training Services with limited hours as specified in **SECTION 1.2**
- IT Support and Maintenance

Other services, **NOT INCLUDED IN THIS PROPOSAL** but may be requested from **AIM GIS** include:

- Other Customize Training upon usage of hours included in this proposal and/or other training needed not cover by this proposal.
- GPS Field Collection and Verification
- Drone Services and Implementation
- Project Management Services
- Hardware or Software Procurement Services

1.2 CUSTOMIZE TRAINING SERVICES

AIM GIS will provide eight (8) hours of training included in the pricing per year. However, the hours will expire each year, and they will not accumulate to the next year. **AIM GIS**, with the assistance of the **CITY**, will be responsible for the setup of all training.

If **AIM GIS** is requested to do training after the eight (8) hours have been used, a job task order will be generated for these services and **AIM GIS** will charge the corresponding fee associated for the training under the **Services and Fees Schedule**.

Dates and Times for such trainings will be coordinated with the **CITY**, and they will also be responsible for providing the venue for the training. **AIM GIS** will not charge for travel or meals within the Lower Rio Grande Valley.

1.3 SOFTWARE REQUIREMENTS

The **CITY** is responsible for all software licenses and renewal fees that may occur during the term of this proposal and will provide **AIM GIS** access as needed. However, **AIM GIS** will provide administrative assistance and assist the **CITY** in obtaining temporary licenses if needed. **AIM GIS** will serve as your liaison with ESRI to ensure you purchase the necessary licenses and extensions.

1.4 GIS DATA FORMAT

Any GIS data created, gathered, or developed by **AIM GIS** will be provided to the **CITY** in a file geodatabase and will do all work using ArcGIS Pro. These data types will meet all the requirements for this proposal.

1.5 HARDWARE REQUIREMENTS

The **CITY** is responsible for all the hardware needed to fulfill the GIS solutions and services outlined in this proposal. **AIM GIS** will serve as an IT consultant to the **CITY**, updating any existing or new hardware available so that the software can run efficiently. Upon request, **AIM GIS** can also recommend new hardware specifications if needed at no additional cost.

1.6 NETWORK RECOMMENDATIONS

If the **CITY** has a network in place, **AIM GIS** will work with the **CITY's** respective IT personnel to ensure all GIS solutions and services work properly through the network. **AIM GIS** will make recommendations to the **CITY** as we move along with the project to improve and enhance network reliability for the purpose of this proposal.

1.7 DELIVERABLES

The success of these deliverables depends on both agencies' participation and involvement in promptly providing GIS solutions and services. The **CITY** will need to provide a reliable point of contact for communication purposes and questions as needed from the **CITY**. We will ask the city for data as needed throughout the duration of this proposal.

AIM GIS can make certain deliverables from their offices, and others will require on-site customer visits, venue visits, or fieldwork. For the following table, refer to the following legend to identify which deliverables will be performed at **AIM GIS** office or customer location:

- ⇒ Performed from **AIM GIS** office.
- ⇒ Performed at the customer location, venue, or fieldwork.

Outline of Deliverables:

- ⇒ Kick-off meeting
- ⇒ Customize trainings (**CITY** may define a location as needed)
- ⇒ Attend meetings as requested by **CITY** (must coordinate with **AIM GIS** at least a week in advance)
- ⇒ Update map data and training materials.
- ⇒ Develop, create, and implement new data and/or online applications.
- ⇒ Progress meetings via Teams once a month or as needed.
- ⇒ Ongoing support and maintenance
- ⇒ Administer ArcGIS Online Services
- ⇒ Publish all GIS data to ArcGIS Online
- ⇒ Standardize all GIS data.
- ⇒ Configure and set up all mobile devices.
- ⇒ Synchronize data for sharing of most updated information across all platforms.
- ⇒ Provide consulting services as requested.

- ⇒ Develop Standard Operating Procedures for day-to-day operations, for example Rezoning Cases.

1.8 OTHER SERVICES

AIM GIS will provide other services, which are outlined below:

- IT support and maintenance in general
- Consulting services for new or existing projects
- Serve as a liaison with other agencies.

These other services can be requested by the **CITY** as needed throughout the term of this proposal and will work with **AIM GIS** available schedule.

Furthermore, this proposal includes the Scope of Work requested under **RFQ 2024-25- 03** which is the basis for this contract awarded to **AIM GIS**. All tasks required by this SOW are part of this proposal as well.

AIM GIS would like to make sure the **CITY** understands that for **AIM GIS** to fulfill this proposal, access to the software and data will be required. However, the **CITY** is the sole owner and authority of all licenses and data utilized, updated, or maintained by **AIM GIS**. The hours included within this proposal will not be sufficient for **AIM GIS** to complete all the work the **CITY** needs within the term. In case the **CITY** is in a state where most of the data needs to be digitized and/or converted to GIS, keep in mind for this to be accomplished, several years to come are expected.

However, we promise to deliver our best efforts with this proposal.

EXHIBIT B – FEES
GIS SERVICES AGREEMENT
RFB 2024-25-03
(Attach Exhibit B – Fees)

EXHIBIT B – FEE SCHEDULE

1.1 PRICING INFORMATION

The following table outlines the pricing for all items:

DESCRIPTION	TERM ¹	MRC ²
GIS Solutions and Services ³	12 Months	\$3,000
Training Services ⁴	8 Hours	\$0.00
IT Support and Maintenance ⁵	12 Months	\$0.00
Project Management Services ⁶	12 Months	\$0.00
Travel, Meals & Living Expenses ⁷	12 Months	\$0.00

NOTE: This proposal is a lump sum per month with a calculated amount of 20 hours per month and based on our **Services and Fees Schedule**. Any additional hours that **AIM GIS** invest will not be charged to the **CITY**.

1.2 RENEWAL CONTINGENCY

This proposal will be renewed by mutual written agreement by both parties for an additional one-year term.

1.3 TERMS

- TERM:** The term for this proposal shall be **twelve (12) months**, starting **January 1, 2025, to December 31, 2025, for a lump sum amount per month**. Furthermore, this proposal will be renewed for an additional year upon City Commission approval.
- MONTHLY RECURRING CHARGE (MRC):** This proposal will be paid out in monthly payments & will be processed according to the city check run schedule with a **NET 30-DAY TERM on all invoices**. **AIM GIS** will coordinate with the **CITY** to submit invoices on a timely matter for payment to be processed.



Standardized Agenda Request Form

Date of Meeting: December 17, 2024	Agenda Item No. (to be assigned by PCE): 2024-1211
From: Albert Aldana	
Subject/Agenda Item: Discussion and consideration to authorize the purchase of UV Modules for the South Wastewater Treatment Plant through a sole source vendor, Veolia, for a cost not to exceed \$306,000. (staffed by Engineering Department.)	
Discussion/Overview: See attached memo.	
Statement of Hardship: Mayor's Signature	
Advisory Review, if any (name of board/committee, date of action, recommendation):	
Staff Recommendation for Commission's Action: Staff recommends approval.	
Attachments, if any: 12-12-24CC_UV Modules, Weslaco Letter 9-11-2024, Weslaco, TX South WWTF Aquaray 40 HO Proposal 11-26-24	
Responsibilities upon Commission's Action:	

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: December 12, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

**RE: UV MODULES FOR SOUTH WASTEWATER TREATMENT PLANT
SOLE SOURCE PURCHASE**

This item seeks your approval to sole source purchase four UV modules for our South Wastewater Treatment Plant (SWWTP). These UV modules are part of the disinfection system and will add to existing modules (4) to be able to maintain TCEQ compliance on the effluent.

The best course of action to add the needed UV modules to our existing disinfection system is to use UV modules that are compatible with the existing channels. VEOLIA, the preferred vendor, offers the Aquaray lamp system that is compatible with the existing equipment. This is the most advantageous approach to installing the needed UV modules at the SWWTP.

The UV light lamps are expected to take up to 24 weeks to ship out. During this timeframe, a contractor will be awarded a contract to install the UV modules and provide miscellaneous electrical and machine shop services to complete the installation.

Staff recommends approval.

Please let me know if you have any questions or need further information.

Kind regards,

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue horizontal line.

Attachment: VEOLIA Sole Source Supplier Letter
VEOLIA Proposal Letter Dated November 26, 2024



September 11, 2024

City of Weslaco
255 South Kansas Avenue
Weslaco, TX 78596

SUBJECT : Aquaray UV Disinfection System UPGRADE
PLANT : Weslaco South Wastewater Plant
LOCATION : 4215 South Midway Road

To whom it may concern;

Aquaray™ UV Systems are a trademark of Veolia Water Technologies Treatment Solutions USA Inc. (formerly SUEZ) and are designed and engineered specifically for your wastewater treatment plant application and effluent permit.

Veolia Water Technologies Treatment Solutions USA Inc. is the sole source supplier for Aquaray™ UV Systems, components and services.

Sincerely,

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

Pedro DaCruz
NAM Sales Leader
Purification and Disinfection Systems
Veolia Water Technologies Treatment Solutions USA Inc.



Aquaray® 40 HO Generation 2

**Ultraviolet Disinfection Vertical Lamp
System Proposal**

Weslaco, TX – South WWTF

November 26, 2024

Contact information:

Prepared By:

**Veolia Water Technologies Treatment
Solutions USA Inc.**

George Vrachimis

Tel : 201-676-2227

Email: george.vrachimis@veolia.com

Local Sale Representative:

Hartwell Environmental

Dennis Fishbeck

Tel: 281-799-2895

Email: dfishbeck@hartwellenv.com

November 26, 2024

Re: Aquaray 40 HO Vertical Lamp System
Weslaco, TX – South WWTF

We are pleased to submit our preliminary proposal for the Aquaray® 40 HO Generation 2 Vertical Lamp disinfection system for the above referenced project.

The benefits of the Generation 2 Aquaray 40 HO modules include:

- Row-by-Row Flow Pacing
- Smart electronic ballasts with lamp functions on the ballast (no need for LCA cards)
- DCA card with Ethernet Communication to PLC
- 360 degree UV intensity sensor inside a quartz sleeve
- In-Channel Automatic wiping system
- Split wiper drive and wiper brushes
- Current overload protection on wiper motor
- Additional alarm and monitoring features
- Optional – Electronic Lamp Drivers can be located remotely in an air-conditioned NEMA 4X enclosure, away from the now submersible UV lamp modules

For a peak flow of 5208 GPM (7.5 MGD) and a minimum assumed UV transmittance of 65%, Veolia proposes to furnish the two (2) existing UV channels with UV modules mounted one (1) across by two (2) UV banks in series. The proposed UV system will deliver a UV dose of >30 mJ/cm at 7.5 MGD with all modules in service.

At flows of <3.75 MGD, including the average flow of 2.5 MGD, and an assumed minimum UV transmittance of 65%, the proposed UV system will deliver a UV dose of >30 mJ/cm² with one (1) channel out of service.

If you have any questions or require any additional information, please don't hesitate to contact the undersigned or our local representative below or the writers.

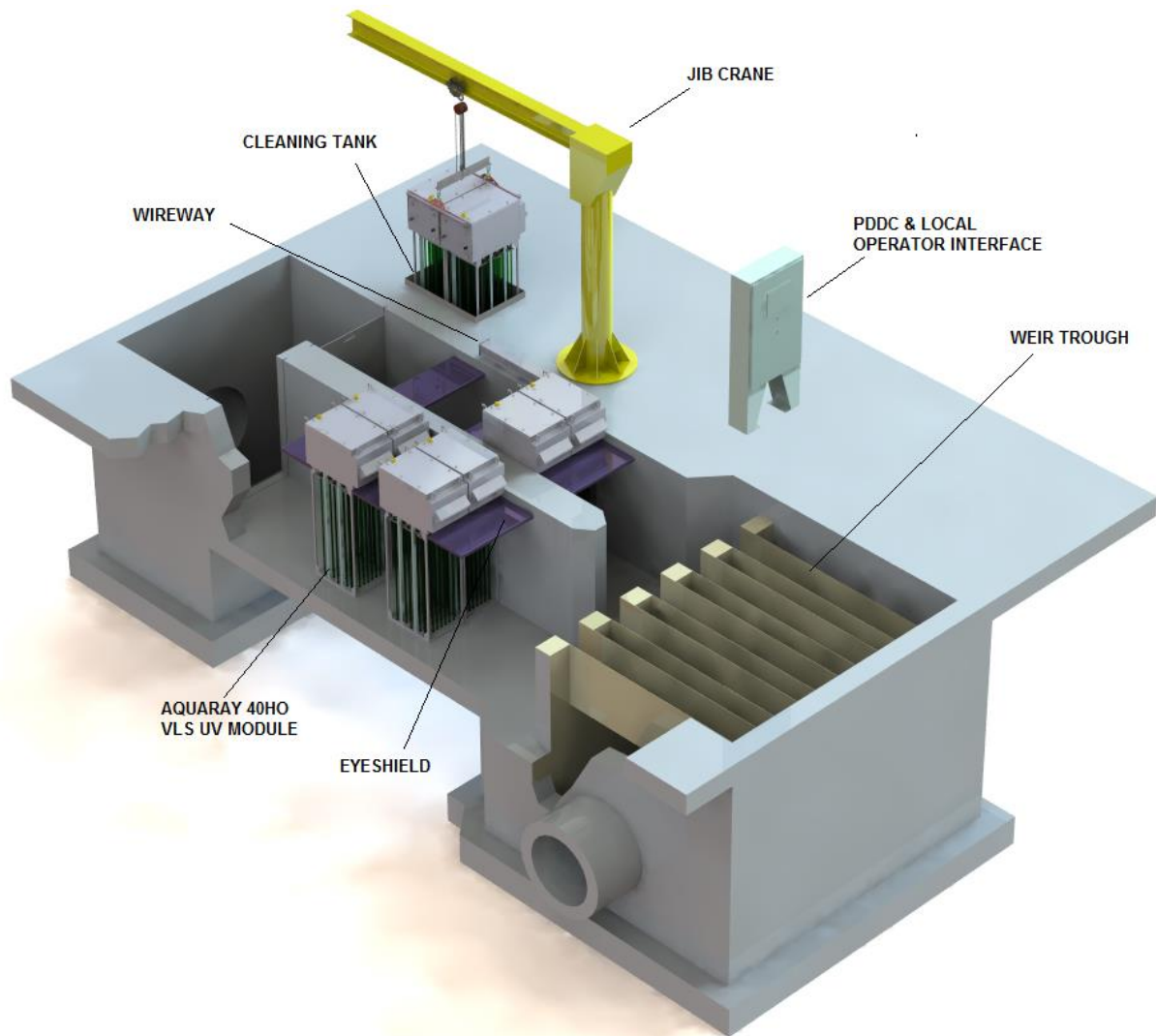
Sincerely,

For Veolia Water Technologies Treatment Solutions USA Inc.



George Vrachimis

I. AQUARAY® 40 HO GENERATION 2 VERTICAL LAMP SYSTEM DESCRIPTION:



The Aquaray 40 “HO” Generation 2 System is latest generation of the Aquaray® 40 HO design which has been in use around the world since the early 2000s. The Aquaray® 40 “HO” Gen. 2 System is based on the arrangement of the original Aquaray® 40 HO design but incorporates the latest electronic ballast and communication technology. With over 600 installations in North America, the vertical lamp orientation of the system and configuration has been proven through general use to be a very effective form of disinfection and the system also has many features that make it easy and safe to operate and maintain.

In addition to the latest in ballast and communication technology, an option is now available to locate ballasts and other electronics remotely in a separate airconditioned enclosure. For reference, standard UV modules are included in this proposal with electronics located inside the UV modules.

HIGH OUTPUT LAMP ARRANGEMENT:

The ultraviolet lamps are mounted vertically so that all electrical connections are made out of the water and within the protection of a NEMA 4X stainless steel enclosure. Unlike other designs, all the lamps are easily accessed through the lid of this enclosure. Therefore, routine service such as lamp changes can be made without having to remove the lamp modules from the channel.

The lamps are also mounted in a uniform staggered array, three inch on center across the channel and five inch on center along the channel. This ensures a semi-tortuous path so that every particle of water will come into intimate contact with the most intense point of lamp output.

MODULE ARRANGEMENT:

The number and layout of the modules within the channel is determined based on the required UV dosage and a UV path for the water that eliminates any possibility of hydraulic short-circuiting. See “BRIEF DESIGN” for details of module arrangement for this project.



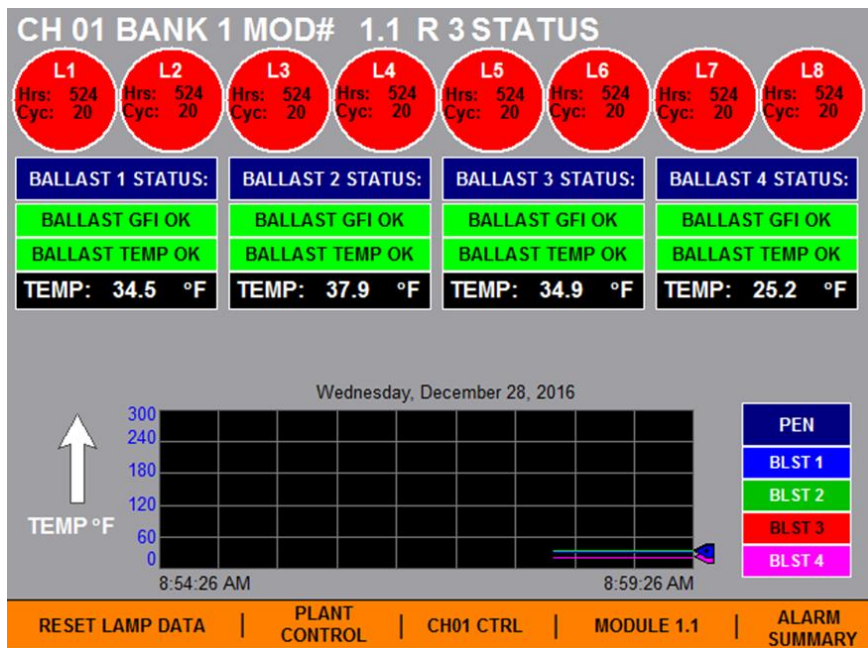
CONTROL AND MONITORING:

Electronic lamp control assemblies are utilized within the Aquaray 40 HO to minimize power consumption. Electronic lamp control assemblies (ballasts) are conveniently mounted in the Aquaray® High Output Module's NEMA-4X enclosure.

This locates the assemblies close to the high output lamps, which minimizes the effect of outside interference such as radio waves, lightning, and voltage spikes. With our Aquaray® High Output Module each individual lamp is monitored through the use of an on-board computer called a Data Controller Assembly (DCA). The DCA gathers and stores information relative to individual lamp hours and cycles. A non-volatile memory is included so that a possible relocation of the module will not result in a loss or misdirection of valuable lamp data.



The benefits of recording the individual lamp history may not be immediately apparent. UV lamps are guaranteed to provide a minimum operating life measured in terms of active operating hours, usually up to 13,000 hours. If a lamp fails electrically before the guarantee, our end-of-lamp life conditional warranty provides for a replacement at a cost pro-rated to the actual use achieved with the original lamp. For example, if a lamp fails at mid-life the replacement will be provided at half price.

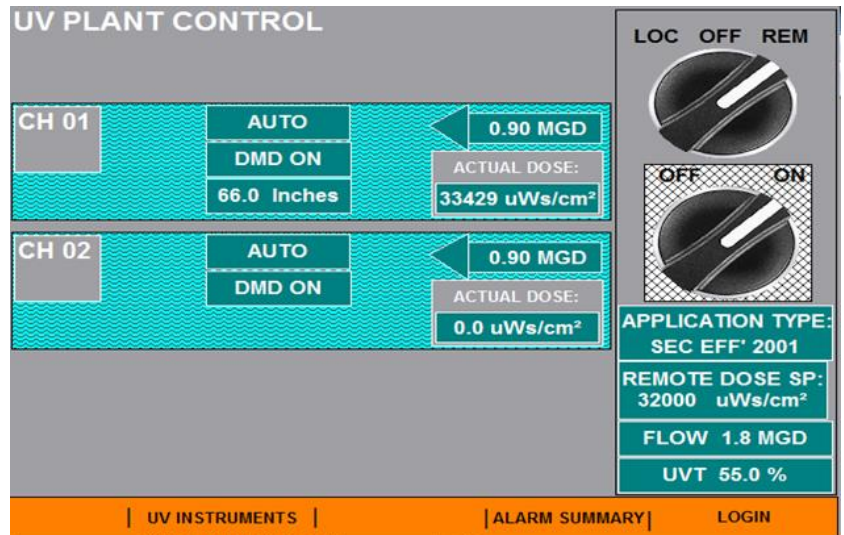


A Power Distribution and Data Center (PDDC) included which houses the load center enclosure and GFCI Breakers for each high output module. The PDDC also includes the Allen CompactLogix PLC and Panelview 7 1000 Operator Interface. Each Aquaray® High Output module in the UV disinfection channel receives power from the load center locally mounted at the PDDC via a single power cable with waterproof plug-in connectors.

Each Aquaray® High Output module is fully independent and capable of automatic, fail safe operation in case of a control fault. This “default on” design ensures continuous disinfection even under emergency conditions.

FLOW PACING:

Flow Pacing is an automatic system whereby lamp rows are switched on and off in relation to plant flow variations. The Aquaray® 40 HO System provides for very fine adjustments of the number of High Output lamps in service. Adjustments are made in direct proportion to the flow (and optional online UVT Analyzer) , with switching increments as low as 3%. To take full advantage of this feature we take a control signal, usually from the plant flow meter, and switch the lamps on or off as the flow changes.



The advantage of being able to switch the lamps ON/OFF on a row by row basis is twofold:

- Energy Conservation
- Lamp Utilization

SYSTEM CLEANING:

Any UV system gradually accumulates a coating on the quartz sleeves housing the lamps. This routine fouling must be removed periodically. The Aquaray® 40 HO System offers a fully automatic, in-channel cleaning system which reduces maintenance. The automatic wiping system is to be operated once daily and the wipers are to be replaced once every two years. This system is included in our proposal.



SERVICE:

Every piece of equipment within a wastewater plant requires service. The Aquaray® 40 HO VLS System has been developed to permit easy troubleshooting and quick replacement of components. The majority of maintenance activities can be carried out while the equipment is still located within the channel

The recommended spares included in this proposal will ensure that the system can be maintained efficiently and brought back to full operation in the shortest possible time.

II. DESIGN BRIEF

Parameter	Value	Units
Peak Flow	7.5	MGD
Average Flow	2.5	MGD
Design UV Transmittance, assumed	65	% UVT
TSS, assumed sample maximum	<30	mg/L
E. Coli Permit, Daily average (monthly)	<126	MPN/100 mL
E. Coli Permit, Daily max (not to exceed)	<399	MPN/100 mL
Minimum Validated UV dose	30	mJ/cm ²

III. PROPOSED AQUARAY® 40 HO GENERATION 2 VERTICAL LAMP SYSTEM DESIGN:

Description	Value
Number of Channels	2
Number of Modules Across (Modules per Bank)	1
Number of Modules in Series (Number of Banks)	2
Channel Width, in.	Existing
Channel Length, ft.	Existing
Minimum Channel Depth, ft	Existing
Nominal Water Depth, in.	57.5" to 62"
Aquaray® Modules/Channel	2
Total Number of Modules	4
Number of Lamps/Module	40
Total Number of Lamps	160
Headloss across UV modules at Peak Flow , in.	0.97 in.
Power Consumption per Lamp, W	165 watts
Power Consumption at 7.5 MGD, kW	24.8 kW
Power Consumption at 2.5 MGD, kW	11.0 kW
Total Installed Power	27.5 kW
Power Feed Requirement	480V/3ph/60Hz

IV. SCOPE OF SUPPLY

UV System Component	Quantity
Number of Aquaray® 40 HO Generation 2 Modules - Rated NEMA 4X 316 SS	4
Number of UV Lamps (Excluding Spares)	160
Number of UV Intensity Sensors (One per bank)	4
Number of Eyeshields 304 SS	6
Number of Power Distribution and Data Control Centers - NEMA 4X, 304 SS - Allen Bradley Compact Logix PLC - Panelview Plus 7 10" screen	1
Number of Power Cables	4
Number of Data Cables	4
Number of Wireways	1
Number of Conductivity Level Switches	2
Number of Air Hose Assemblies	4
Typical Spare Parts	10% Lamps 10% Sleeves 10% Wipers 5% Ballasts 1 UV Sensor 1 Operators Kit (UV goggles, gloves, warning signs, citirc acid powder)
Field Service	10 days, 2 trips
Freight to job site	Included

V. CLARIFICATIONS

1) Note that the following items are to be provided by others (unless indicated otherwise above):

- UV channel construction
- Channel grating
- Influent/Isolation gates
- Piping and drain valves
- Installation
- Embedded conduits
- Sample collection and laboratory analysis during performance testing
- Stepdown transformer – one (1) 480Delta-400Y/3ph/60Hz/27 KVA stepdown transformer per channel
- 1/2 Ton Jib Crane (reuse existing)
- Level Control Weirs (reuse existing)
- Cleaning tank (reuse existing)
- Air scour system – blower, starter panel, air piping, and any valving (reuse existing)

VI. PRICING, TERMS AND CONDITIONS

Price	\$306,000
Taxes	Not included
Payment Terms	• 10% Net Cash, Payable in thirty (30) days from date of submittal of initial drawings for approval; • 85% Net Cash, Payable in progress payments thirty (30) days from dates of respective shipments of the Products; • 5% Net Cash, Payable in thirty (30) days from Product installation and acceptance or One Hundred Eighty Days (180) days after date of Product delivery, whichever occurs first.
Submittals	8 weeks
Equipment Delivery	22-24 weeks after submittal approval
Freight	INCOTERMS DAP
Warranty	1 year after start-up or 18 months after delivery, whichever occurs first

Typical Aquaray® 40 “HO” Vertical Lamp Ultraviolet Disinfection System Installations



Plant Location: Selkirk, MB

Peak Flow: 12 MGD

Number of Channels: 2

Number of Modules: 3 per channel (6 total)

Typical Aquaray® 40 “HO” Vertical Lamp Ultraviolet Disinfection System Installations



Plant Location: Lawrenceburg, KY

Peak Flow: 14 MGD

Number of Channels: 2

Number of Modules: 3 per channel (6 total)

Typical Aquaray® 40 “HO” Vertical Lamp Ultraviolet Disinfection System Installations



Plant Location: Broomfield, CO ~ 40 HO Submersible w Remote Ballasts

Peak Flow: 18 MGD

Number of Channels: 3

Number of Modules: 3 per channel (9 total)



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1212	
From: Albert Aldana			
Subject: Discussion and consideration of approval to authorize the solicitation of bids for the installation of UV modules at the South Wastewater Treatment Plant. (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):			
NORMA CANTU Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 12-12-24CC_Solicit Bids forUV Installation			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: December 12, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

**RE: SOLICITATION OF BIDS FOR INSTALLATION
OF UV MODULES FOR SWWTP**

This item seeks your approval to solicit bids for the installation of the four (4) UV modules for the existing disinfection system at the South Wastewater Treatment Plant (SWWTP).

The proposed solicitation of bids will seek a contractor with expertise in machine shop and electrical services for the installation of the modules. The modules will be purchased separately and will take approximately 24 weeks to ship out. The request for bids will be issued about 60 days in advance of the arrival of the UV modules.

Staff recommends approval.

Please let me know if you have any questions or need further information.

Kind regards,

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



Standardized Agenda Request Form

Date of Meeting: December 17, 2024		Agenda Item No. (to be assigned by CSO): 2024-1216	
From:			
Subject: Discussion and consideration on Resolution 2024-74 to authorize the Mayor to sign and file a funding application with the Texas Water Development Board for Project Planning, Acquisition and Design (PAD) for South Wastewater Treatment Plant Improvements Project. (Staffed by City Manager.)			
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):			
NORMA CANTU Martin Garza		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Application - Resolution			
Responsibilities upon Approval:			

(SEAL)

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Weslaco City Commission of the
City of Weslaco requesting financial assistance from the Texas Water
Development Board; authorizing the filing of an application for assistance; and making certain findings in
connection therewith.

BE IT RESOLVED BY THE Weslaco City Commission OF
THE City of Weslaco:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water
Development Board seeking financial assistance in an amount not to exceed \$ 3,500,000
for the costs of Project Planning, Aquisition and Design (PAD) for South Wastewater Treatment Plant Improvements Project.

SECTION 2: That Adrian Gonzalez, Mayor be and is hereby
designated the authorized representative of the City of Weslaco for purposes
of furnishing such information and executing such documents as may be required in connection with the preparation
and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist
in the preparation and submission of such application and appear on behalf of and represent the
City of Weslaco before any hearing held by the Texas Water
Development Board on such application, to wit:

Financial Advisor: Ann Burger Entrekin
Hilltop Securities, Inc

Engineer: Orlando Cruz, P.E.
Cruz-Hogan Consultants, Inc

Bond Counsel: Dan Martinez
Winstead PC

PASSED AND APPROVED, this the 17th day of December, 20 24.

ATTEST: _____

By: _____

(Seal)

7. The City of Weslaco (authority, city, county, corporation, district) will
comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and
regulations of the TWDB.

Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20____.

(NOTARY'S SEAL)

Notary Public, State of Texas