



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 7, 2025**

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, January 7, 2025 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.
 - 1) Recognition of Buddy de la Rosa - former Mayor and Commissioner
 - 2) Weslaco High School Family, Career and Community Leaders of America check presentation
 - 3) Recognition - Juan Hernandez for 33 years of service to the City of Weslaco Parks & Recreation Department.
 - 4) Recognition - Captain Dolores Salinas - FBI National Academy Session 292

II. OTHER BUSINESS

- A. Appointment of Mayor Pro Tem.

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. Weslaco Chamber of Commerce Visitor Center.
- B. Weslaco Economic Development Department.

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 Regular Meeting on December 3 and 17, 2024 and Special Meeting on December 26, 2024. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) 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 held December 17, 2024; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval for purchase TCP Aladtec Software using awarded \$10,885.00 from BJA (FY 2024) Edward Byrne Memorial Justice Grant (Number 15PBJA-24-GG-04800) no cash match. (Staffed by Police Department.)
- D. Approval to accept FY25 MVCPA (Motor Vehicle Crime Prevention Authority) Taskforce Grant (608-25-10800000) in the amount of \$161,240.00 with a catch match of \$32,480.00. (Staffed by Police Department.) Attachment.
- E. Approval on Resolution 2025-01 amending Resolution 2024-70 to designate the Mayor as the authorized official for the FY2025 Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant approved by the Commission on October 15, 2024, in the amount not to exceed \$61,000 with 20% match required not to exceed \$12,200 to purchase fixed LPR cameras and have access to software data. (Staffed by Police Department.)

- F. Approval of the contract with Definiti, LLC to provide Other Post-Employment Benefits (OPEB) valuation and future years roll-forward as required by GASB 75. (Staffed by Finance Department.)
- G. Approval to solicit request for qualification (RFQ) for engineering services for a metal canopy at Public Works Shop. (Staffed by Public Works Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration to approve the Final Plat for Long John Silver's Subdivision being 0.45 acres out of Farm Tract 1502, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1,432ft East of S Westgate Dr. along Bus 83. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve an agreement with ESO Solutions to provide EMS reporting software in the amount of \$22,932.25 for the initial 12-month term and a yearly recurring fee of \$19,136.05 and replace current reporting software Forte Holdings (iPCR). (Staffed by Fire Department.) Attachment.
- C. Discussion and consideration to purchase nine (9) bunker gear sets to replace end of life equipment at a cost of \$38,213.00 from vendor Metro Fire Apparatus Specialists under **Buyboard Contract #698-23**. (Staffed by Fire Department.) Attachment.
- D. Discussion and consideration on Ordinance 2024-38 amending Chapter 142 Wrecker Ordinance to increase the amount of wreckers on rotation and change the wrecker fees. First reading of Ordinance 2024-38. (Staffed by Police Department.) Attachment.
- E. Discussion and consideration to cancel PO# 25-1068 for the purchase of the Vermeer Jetter VX75-500 from vendor Vermeer Texas-Louisiana in the amount of \$178,118.82 (Staffed by Public Works Department.) Attachment.
- F. Discussion and consideration to purchase Vac-con trailer with vacuum and jetter from Sourcewell contract number 101221-VAC vendor Heil of Texas in the amount of \$166,249.59. (Staffed by Public Works Department.) Attachment.
- G. Discussion and consideration to purchase two transformers in the amount of \$8,000.00 for the South Wastewater Treatment Plant UV Disinfection System. (Staffed by Engineering Department.) Attachment.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

- (a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:
 - (1) commits an offense; and
 - (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. 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 owned by Knapp Medical Center, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- F. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being Lots 1 thru 33, Block 40 and 20x30 alley, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- G. Real Property - Deliberation with the City Attorney regarding the potential purchase, exchange, lease or value of real property in the general downtown area of Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 3rd day of January 2025 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:
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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: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1219	
From:			
Subject: Appointment of Mayor Pro Tem.			
Background: An established policy in place allows for alternating the position of Mayor Pro Tempore on a yearly basis and takes place at the first regular meeting following the canvass. Commissioner Israel Gonzalez Jr. was sworn into office November 17, 2022 and is the remaining seated commissioner eligible to be appointed and serve as Mayor Pro Tempore for 2025.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve commission action to memorialize the appointment of Israel Gonzalez Jr. as Mayor Pro Tem.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1220	
From:			
Subject: Weslaco Chamber of Commerce Visitor Center.			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1221	
From:			
Subject: Weslaco Economic Development Department.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-967	
From:			
Subject: Approval of the Minutes of the Regular Meeting on December 3 and 17, 2024 and Special Meeting on December 26, 2024. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the regular meetings on December 3, 17, 2024 and the special meeting on December 26, 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:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve subject to comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: 241203 minutes, 241217 minutes, 241226 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
DECEMBER 3, 2024**

On Tuesday, December 3, 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
	Benjamin Castillo	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, Antonio Lopez, Fire Chief, Armando Espinoza, 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 Wednesday, November 27, 2024.

B. Invocation.

Pastor Timothy Aguiar, Open Door Baptist 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 - Weslaco East Wildcat Cross Country District Champions

Mayor Gonzalez along with City Commission recognized Weslaco East's Boys Cross Country that brought home the District 32-5A championship.

2) Recognition - Walmart

Mayor Gonzalez along with City Commission recognized Walmart Store employees and management for its commitment to the community during the holidays and city events.

3) Recognition - Dr. Joel Rivera, Chief of Police

Mayor Gonzalez along with City Commission recognized Joel Rivera, Chief of Police, for his service and dedication to the citizens of Weslaco.

II. PUBLIC COMMENTS

None.

III. REPORTS

A. Weslaco Economic Development Corporation.

Mitchelle Garcia, Weslaco Economic Development Corporation, reported the monthly Alfresco event was December 19; continue with recruitment of retail and industrial businesses; hosting their 2nd Holiday Mixer Event, Thursday, December 12 and extended an invitation to the commission; reported Starbucks and McDonalds now opened in the area of 18th Street and Walmart gas station to open first quarter of 2024, Murphy USA on Westgate scheduled for opening March 2025; a call center that is a combined medical sector warehouse began construction on a 4-acre tract of land at the new industrial park; three letter of intent for the new industrial park issued for a total of 38-acres of development; Christmas Tree lighting event was in collaboration with the Chamber and a success with 150 Santa Clause photos done and staff visited the Port of Harlingen Authority.

B. Weslaco Chamber of Commerce Visitor Center.

Barbara Jean Garza, CEO, reported on the destination marketing report for November 2024 expenditures was \$17,751.43; reported on the November groundbreaking and ribbon cutting events; networking lunch mob was Thursday, December 5 at Quesomidilla, Christmas Parade, toy drive and Santa Dash scheduled for Saturday, December 14; the Texas Festivals and Events Association recognized Anthony Rivera and herself in receiving the Certified Festivals and Events Associate completion; reported visitors for the month was 2,629 of which 2,482 was a result of voters, facility reservations were eight and door tracker was over 4,000.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material 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 and Workshop on November 18, 2024. (Staffed by City Secretary Department.)

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

1) 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 held November 19, 2024; staffed by Planning & Code Enforcement Department.)

2) 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 held November 19, 2024; staffed by Planning & Code Enforcement Department.)

C. Approval to accept the Office of Governor’s Grant in the amount of \$22,506.21 (Grant # 4367803) with a local match required of \$7,502.07 for body worn camera server. (Staffed by Police Department.)

D. Approval to accept the Local Border Security Program (LBSP) Grant in the amount of \$125,000 (Grant # 3407208) for border security operations with no local match required. (Staffed by Police 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 of a District Office Lease Agreement beginning January 2, 2025 and ending January 2, 2027 with Congressman Vicente Gonzalez for office space located at 255 S. Kansas Avenue. (Staffed by City Manager.)

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Following for the record are the ordinance caption(s).

ORDINANCE NO. 2024-33

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 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 BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

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

Minutes of the Regular Meeting on December 3, 2024

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:

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

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

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

V. NEW BUSINESS

A. Discussion and consideration to approve the Interlocal Agreement between the City of Weslaco and the City of Donna to provide sanitary sewer services for Midway Estates Subdivision. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated this was a a proposed 48-lot development outside city limits; development is within the City limits of Donna that does not have any sanitary sewer lines available to service this area; stated an 8" sanitary sewer line is in our city limits that the developer requested to utilize, until they are able to extend a sewer line; staff will review the construction plans, oversee the installation and will appropriate the required fees. Staff recommended approval and stated legal reviewed with noted changes on the termination clause that have been accepted by the City of Donna.

In response to Mayor Gonzalez, staff stated treated flow will be going to the North Wastewater Treatment Plant. Matin Garza stated capacity at the plant was currently at 49% and can assist Donna and should the capacity reach 65% the agreement allows Weslaco to terminate with notice given.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve the Interlocal Agreement between the City of Weslaco and the City of Donna to provide sanitary sewer services for Midway Estates Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration to reject all SOQ's and re-solicit for 2023-24-18 SOQ for Engineering / Planning Services to Conduct Feasibility Studies for Street, Utility Impact Fees, Capital Improvement Plan and Land Use Assumptions Plan and to Update the City's Subdivision, Zoning and Building Ordinances. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated previous commission interviewed respondents to the solicitation and awarded to negotiate with Abel.City; staff was advised that to properly adopt impact fees a Capital Improvement Plan and Land Use Assumption Plan was needed; Abel.City provided a fee to add this scope of work and was higher than expected; legal consulted and recommended to bring back to commission to approve staff negotiate with the second respondent, Trimad. Abel.City objected because the opportunity to negotiate the additional fee provided was not given to them. Staff recommend rejecting and re-solicit adding the two components the Capital Improvement Plan and Land Use Assumption Plan to the solicitation request.

Benjamin Castillo, Interim City Attorney, recommended to reject and re-solicit with the scope of work to include the additional components to allow a transparent and fair process.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and reject all SOQ's and re-solicit for 2023-24-18 SOQ for Engineering / Planning Services to Conduct Feasibility Studies for Street, Utility Impact Fees, Capital Improvement Plan and Land Use Assumptions Plan and to Update the City's Subdivision, Zoning and Building Ordinances. as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration to approve a contract with TXP, INC for professional consulting services related to the Tax Increment Reinvestment Zone (TIRZ) administration and feasibility. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the commission approved and awarded TXP, Inc. to provide consulting services for the creation of a Tax Increment Reinvestment Zone for the city; staff negotiated a contract not to exceed \$50,000 with a timeline for the first public hearing to be held between 3-4 months. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve a contract with TXP, INC for professional consulting services related to the Tax Increment Reinvestment Zone (TIRZ) administration and feasibility as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration to review proposal from Luna Creative in the amount of \$11,935 for the creation of a new City of Weslaco logo and style guide. (Staffed by Communications and Media Department.)

Martin Garza stated the proposal from Luna Creative was selected for the creation of a new city logo and staff negotiated a fee of \$11,935. Jasmine Rico-Joens went over the scope of work to be done that included a conceptional and design logo for the departments and style guide on the proper usage of the city logo. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve proposal from Luna Creative in the amount of \$11,935 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Discussion and consideration to authorize staff to work with the PONY organization to establish a youth baseball and softball program in Weslaco. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated the PONY League Program wished to bring back to the city the youth baseball and softball programs at Mayor Pablo Pena Park; the request allows staff to meet with the organization and discuss the program; stated Ray Lucio will be heading the program, and the membership has been sanctioned and will receive the full support of PONY Baseball/Softball League. Staff recommended approval.

In response to the commission, Omar Rodriguez stated once approved staff will meet with the league and go over the requirements from the city to include their financials and back to the

commission for a lease approval, the city can accommodate and will coordinate a schedule for all requests for the use of park facilities and if approved they hope to begin in the Spring.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve and authorize staff to work with the PONY organization to establish a youth baseball and softball program in Weslaco as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration to approve a request from Weslaco PONY Baseball/Softball to waive fees for the PONY Road to the International World Series. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated a commitment from the Pony League organization is that once a chapter is established, they bring to the city qualifying teams that advance to the International World Series; the Pony League requested for fees to be waived of the park facilities for those teams advancing. Staff recommended approval as this was a positive image for the city, could have 50 plus teams from all over the region, be 2-3 days tournament that may need use of all park facilities.

In response to Mayor Gonzalez, Omar Rodriguez stated the waiver of fees would be only for the qualifying teams that begin in January-February and would not conflict with other organizations that use the parks.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve a request from Weslaco PONY Baseball/Softball to waive fees for the PONY Road to the International World Series as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration to ratify approval of Allowance Expenditure Authorization No. 1 for the MJVSPL - New Theater Wall & Porter Doss Building Demolition project in an amount not to exceed \$12,200. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated the item ratified approval done by the City Manager that allowed the contractor to continue work and the funds would come from the contingency allowance of the contract of \$30,000. Staff recommended approval because once the wall to the theater was removed there were leaks and roof penetrations within the moisture barrier of the roof theater and the work was needed to protect the building from any extended exposure to the elements.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve and ratify Allowance Expenditure Authorization No. 1 for the MJVSPL - New Theater Wall & Porter Doss Building Demolition project in an amount not to exceed \$12,200 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration to authorize Heffner Design team to proceed to the Design Development Phase of the Isaac Rodriguez and Mayor Pablo Pena City Parks improvements project. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated a workshop was held with Heffner Design to review the Isaac Rodriguez and Mayor Pablo Pena City Park improvement project and budget; staff met with Heffner Design who is ready to proceed with the design phase and refine the project and budget based on those

discussions with any additional projects back to the commission for approval before the construction plans are done. Staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to approve Heffner Design team to proceed to the Design Development Phase of the Isaac Rodriguez and Mayor Pablo Pena City Parks improvements project as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to approve purchase of 20 portable radios and 1 mobile radio in the total amount of \$81,520.00 from Tri-County Communications, LLC, Buyboard Contract #698-23 with the FY25 Border Zone Fire Departments (BZFD) grant award # 5103501. (Staffed by Fire Department.)

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

Antonio Lopez, Fire Chief, stated a grant submitted was awarded and accepted by the commission; the grant comes from the Border Zone Fire Department Grant that would purchase 20 portable radios and 1 mobile radio for the fire fighters. Staff recommended approval to move forward with the purchase that will begin a replacement of old end-of-life radios.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve the purchase of 20 portable radios and 1 mobile radio in the total amount of \$81,520.00 from Tri-County Communications, LLC, Buyboard Contract #698-23 as presented. The motion carried; Mayor Pro Tem Farias and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

J. Discussion and consideration to approve a five (5) year subscription agreement with Motorola Solutions South Texas Communications under Buyboard Contract #648-21 for body worn EMS cameras as budgeted for first year term cost of \$15,540.40 and the total amount for five-year term of \$51,982.00. (Staffed by Fire Department.)

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

Antonio Lopez stated that as services for EMS continue to grow the department also needs to grow regarding EMS daily operations; state regulations allow EMS responders to have body worn cameras just like for the law enforcement agencies; will benefit the department to be in state compliance with protocols, recordings will be used for trainings, will meet all HIPPA regulations; is a new tool for EMS and Fire Departments, is being used in larger cities such as Dallas and Houston; Weslaco may be the first in taking the step of using this tool with the information to be stored on the cloud and not a separate server. Staff recommended approval.

In response to Commissioner Pedraza, Chief Lopez stated the vendor will be the party responsible for storage of information and will have to comply with HIPPA regulations.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve a five (5) year subscription agreement with Motorola Solutions South Texas Communications under Buyboard Contract #648-21 as presented. The motion carried; Mayor Pro Tem Farias and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

K. Discussion and consideration to approve the Covered Applications & Prohibited Technology Policy pursuant to Senate Bill 1893 and amend the COW Personnel Policies to include Prohibited Technology Policy. (Staffed by Human Resources.)

Luz Galindo, Human Resources Director, stated the passage of SB 1893 a policy must be adopted that prohibits the use of certain social media and services on devices owned or leased by governmental entities such as TikTok or any application or service developed from Dance Limited; the bill allows for exceptions to law enforcement or for the development and implementation of information for security purposes; the bill applies to any city devices such as cell phones, tablets, lap tops issued to any employee full or part-time, contractors, paid or unpaid interns and other users of government networks and would apply to the commission. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve the Covered Applications & Prohibited Technology Policy pursuant to Senate Bill 1893 and amend the COW Personnel Policies to include Prohibited Technology Policy as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to approve the updated Salary Grades and Ranges pay schedule for non-civil service employees to reflect the COLA increase for FY 21-22; FY 22-23; and FY 23-24 as approved by City Commission and as required by city policy. (Staffed by Human Resources Department.)

Luz Galindo stated the item updates the pay schedules to reflect the cost-of-living increases for non-civil service employees approved by commission for fiscal years 2021-2022, 2022-23 and 2023-2024; presented the pay grade schedule for exempt and non-exempt reflecting the minimum and maximum pay. Staff recommended approval.

Martin Garza stated this will document into the city policy the most recent pay schedule and offers transparency.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve the updated Salary Grades and Ranges pay schedule for non-civil service employees to reflect the COLA increase for FY 21-22; FY 22-23; and FY 23-24 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration to award RFB No: 2024-25-02 Weslaco Mid-Valley Airport Drainage Improvements/Project 1 to G-8 Utilities, LLC of McAllen, TX for the Base Bid and Additive Alternate No. 1 in the amount of \$630,120.00. (Staffed by Mid-Valley Airport.)

Lily Alvarez, Airport Director, stated bids were received on November 19, 2024, KSA, Consultant, reviewed and tabulated and recommended to award G-8 Utilities as the lowest bid; respondent awarded a previous project that is on-going that has not had any issues; allocated funds are from ARPA and staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve and award G-8 Utilities, LLC of McAllen, TX for the Base Bid and Additive Alternate No. 1 in the amount of

\$630,120.00. as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

N. Discussion and presentation of Code of Ordinance City of Weslaco, Texas, Chapter 142, Vehicle Wrecker and Towing Services (Staffed by Police Department.)

Armando Espinoza, Interim Chief of Police; stated calls from wrecker companies on the rotation list were received that requested towing fees be increased and calls from wrecker companies not on the rotation list wanted to be included but the ordinance adopted stipulates the number of wrecker companies cannot exceed thirteen; comparison of rates from surrounding cities was done and stated no changes had been made to fees charged since 2016; proposed changes to consider is to increase duty fee for Class A (10,000 pounds or less) from \$150 to \$200, Class B (more than 10,000 pounds but less than 26,000) from \$75 minimum and for any additional hour \$75 increase to \$325 and Class C (26,000 plus pounds) from \$75 minimum and for any additional hour \$75 increase to \$325; storage cost from \$15 to \$20, add new drop fee of \$135 Class A, \$190 Class B and \$244 Class C. other charges is the fee for use of winch \$45 (excluding the first winch) and add \$45 winch use in high water situations, towing outside city limits would change from \$15 plus \$1.50 per mile to and from location of vehicle to \$150 plus \$7.50 per mile. Stated proposed charges are comparable to surrounding city's as well as in compliance with state allowable charges and recommended consideration to increase the number of wrecker companies from 13 to 17.

Martin Garza stated this was for discussion and input from the commission before any final action.

In response to Mayor Pro Tem Farias, staff stated the wrecker companies on a yearly basis go through a safety inspection. Mayor Gonzalez suggested the possibility for staff to revisit and increase by another \$20-\$25 in some because of the high cost of doing business and noted most of the wrecker companies were local. Commissioner Pedraza voiced concern that the cost of recovery of the vehicle may already be a hardship and to increase more than comparable and/or allowable charges he did not agree. In response to Commissioner Rodriguez the recommended changes are in line with surrounding cities as well as what is permitted by the state.

A brief discussion regarding excessive charges that can be disputed through a complaint process; storage site fees to be evaluated closely and response time be looked at to ensure a timely response took place..

Benjamin Castillo, Interim City Attorney, stated the ordinance verbiage references a minimum charge but no cap limits and stated the commission can implement a cap that could avoid excessive charges to an individual. The consensus from the commission is to have a cap on charges and for the City Attorney to assist staff with language.

Presentation only.

O. Discussion and consideration to approve the purchase of MdE ADORE Field Training Software with a first-year activation and annual subscription fee of \$5,720.00, with an annual recurring cost of \$1,430.00 from the Asset Forfeiture funds. (Staffed by Police Department.)

Armando Espinoza stated currently the departments field training manual is printed material that is provided to new hires; the purchase of this software will allow the department to move forward in a digital format that will allow quick access on the progress of the new hires training and staff would be able to modify field training forms, input new forms, and switch from the field training officer (FTO) to the police training officer (PTO) custom field training program without the need to pay for these modifications. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the purchase of Mde ADORE Field Training Software with a first-year activation and annual subscription fee of \$5,720.00, with an annual recurring cost of \$1,430.00 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

P. Discussion and consideration of proposed Change Order #2 for CB3's NWWTP Aeration Basin Maintenance & Rehabilitation Project in the amount of \$40,000 to perform repairs of walls within the anoxic zone. (Staffed by Engineering Department.)

David Arce, Public Works Director, stated the contractor completed the cleaning of the aeration basin and the new aeration discs have been installed; the anoxic zone of the aeration basin also had stainless steel support beams, stainless steel angles from pipe to fiberglass and stainless-steel angles at the bottom installed but when the water was drained for these repairs it showed the weir walls on the anoxic zone were leaning. Staff recommended approval of the change order to allow for the unforeseen repairs to the leaning weir walls and replacement of stainless-steel angles and wall supports at a cost of \$40,000.00.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve Change Order #2 for CB3's NWWTP Aeration Basin Maintenance & Rehabilitation Project in the amount of \$40,000 as presented. The motion carried; Commissioner Lopez against; Mayor Gonzalez was present and voting.

Q. Discussion and consideration to approve the most advantageous respondent for RFB #2024-25-05 Border Road Sidewalk Improvements Project. (Staffed by Engineering Department.)

Homer Rhodes, Purchasing Agent, stated seven responses were received, reviewed and tabulated; the sidewalk improvements will run North and South from Villa del Norte Street to Sugarcane along Garza Middle School. Staff recommended approval to award D&T Construction, Inc. the lowest bid received in the amount of \$49,234.50.

In response to Mayor Pro Tem Farias, Salvador Ayar, Engineering Dept, stated no acquisition of right-of way is necessary because there is adequate area for the sidewalk improvements.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve and award D&T Construction, Inc. in the amount of \$49,234.50 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

R. Discussion and consideration on the appointment of a Municipal Judge. (Staffed by City Manager.)

Martin Garza requested no action for this item and the next item until after executive session.

Upon completion of executive session, Mayor Gonzalez entertained for a motion.

Commissioner Gonzalez Jr. seconded by Mayor Pro Tem Farias moved to appoint Emmanuel Espinoza as Municipal Judge. The motion carried; Commissioner Lopez against; Mayor Gonzalez was present and voting.

Benjamin Castillo thanked the candidates for their time in interviewing for Municipal Judge.

S. Discussion and consideration to confirm the appointment of an Interim Police Chief. (Staffed by City Manager.)

Upon completion of executive session, Mayor Gonzalez entertained for a motion.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to confirm the appointment of Armando Espinoza as Interim Police Chief as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VI. EXECUTIVE SESSION

At 7:15 p.m. Commissioner Pedraza seconded by Commissioner Lopez moved to convene the regular meeting into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 9:27 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Deliberation to confirm the appointment of an Interim Chief of Police as authorized by Section §551.074 of the Texas Government Code.

Action taken under new business item R.

C. Legal Consultation - Consultation with City Attorney regarding matters related to the appointment of a Municipal Judge, including but not limited to conducting Municipal Judge candidate interviews as authorized by Section §551.071 and 551.074 of the Texas Government Code.

Action taken under new business item S.

D. 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.

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

No action.

F. Legal Consultation - Consultation with City Attorney regarding Cause No. C-5009-24-I Eliana Santana v City of Weslaco and Enrique Sanchez Rios, Weslaco, Hidalgo County, Texas as authorized by Section §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with the City Attorney regarding Ethan Iasaia Carrillo TMLIRP Claim No. TX226942 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.

X. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to adjourn the regular meeting of December 3, 2024, at 9:27 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



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

On Tuesday, December 17, 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
	Alyssa Aleman	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, Antonio Lopez, Fire Chief, Armando Espinoza, 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 Wednesday, December 13, 2024.

B. Invocation.

Pastor Manuel Portillo, The Way of the Redeemed 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.

None.

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.)

Martin Garza, City Manager, stated the agreement terms and payment was the same as the previous appointed Municipal Judge and agreement was for 2-years. Staff recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to approve agreement with Emmanuel Espinoza for Associate Municipal Court Judge for the City of Weslaco. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Administer Oath of Office to Emmanuel Espinoza as the Associate Municipal Court Judge for the City of Weslaco.

Armando Marroquin, Judge County Court at Law No. 10, administered the oath to Emmanuel Espinoza.

Alyssa Aleman, Interim City Attorney on behalf of the firm O'Hanlon, Demerath & Castillo, stated the rezone request for 1609 S. Westgate Drive from R-1 One-Family Dwelling District to PUD Phased Unit Development District had been withdrawn at the request of the developer and his engineer and as such no public hearing or consideration of any action will be taken. Stated any member in the audience who wished to voice any comments or concerns may do so under public comments and limited to three minutes.

III. PUBLIC COMMENTS

Roel Sandoval Flores stated that he was born in Weslaco and is a lifetime resident; asked for consideration of his name to be added to Second Street; has been recognized for his achievements as a musician and artist and received a proclamation in 2013 from then sitting President Obama.

Barbara Hill, 1704 Key Biscayne, wanted clarification on the comments made by the Attorney that the rezone for 1609 S. Westgate was withdrawn from action and should the rezone come back for consideration would notification be sent to all interested parties. Martin Garza stated the process would begin all over that included publication and notice to surrounding property owners.

Gail Weigel Ortiz, 606 W. 13th, expressed her appreciation for a resolution to an issue at her home; applauded the commission on the approval for the retention stipend for the employees and for the purchase of a Vermeer Jetter equipment; commented on a sewer issue at her home that was finally resolved after 2-months with the assistance of Alex Garza whose expertise and knowledge of the problem was resolved; she was glad that he returned to work with the city and thanked the commission for supporting the employees with wages that would retain skilled and experienced individuals.

IV. REPORTS

A. Inframark.

George Quilantan, Inframark, reported the aeration basin diffuser rehab project at the North WWTP had the dewatering completed and installation of the new diffusers done; went over the capital improvements for the South and North Wastewater Treatment Plants, Water Treatment Plant and Lift Stations; reported the November flows for the Water Treatment Plant was 6.1mgd, operating at 47% capacity; North Wastewater Treatment Plant flow was 2.3mgd, operating capacity at 46%, South Wastewater Treatment Plant flow was 1.6mgd, operating capacity was at 65%.

B. Animal Care Services.

Joe Alvarez, Supervisor Animal Care Services, stated live release rates for October was 63% and November was 59%; show cased knitted blankets donated from a local mobile home park that were used for the dogs and cat crates and also received various items of donations from the community such as blankets, toys and baskets; assisted in a wellness check for a resident of Weslaco for his pet; transported eight dogs to rescue group in Corpus Christi of which three have been adopted and the remaining transported to Louisiana rescue group; went over the status of rescued and adopted dogs one as far as New Jersey; reported on an owner surrendered dog that needed special attention for assistance in walking and was received in San Antonio and was doing well now known as Wheely because she no longer needed the special equipment catered for her “wheelchair”; reported on upcoming event “Merry Mega Adoption” scheduled December 21-22 from 1-5pm.

V. PUBLIC HEARING

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

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.

Withdrawn by developer no action necessary.

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.

No comments.

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

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.)

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.)

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.)

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.)

Commissioner Gonzalez Jr. seconded by Commissioner Rodriguez moved to approve consent agenda 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 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.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated fifteen property owners were notified with no objection received; event center is already in place and applicant wished to add alcoholic beverages on-premise. The Planning and Zoning Commission recommended approval with the condition that two licensed security guards are on duty during hours of operation. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved 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 with the condition that two licensed security guards are on duty during hours of operation as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Withdrawn by developer. No action.

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.)

Rebekah de la Fuente stated this was a proposed two (2) lot subdivision inside city limits; serviced with water and sewer from the city; applicant requested a variance for the required right-of-way dedication along Moreland Drive. The Planning & Zoning Commission recommended approval and required the dedication of the right-of-way for all areas except for along the existing apartment building because the required right-of-way there would encroach to the existing use (apartments). Staff recommended approval.

Commissioner Gonzalez Jr. seconded by Mayor Pro Tem Farias moved to approve the Final Plat for OK Gardens Subdivision with variance of right-of-way limited to the area in front of the existing apartments only as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Rebekah de la Fuente stated the proposed subdivision is outside city limits; serviced with water and sewer from the city; developer will propose apartment use and received a waiver to the moratorium of the proposed use for multifamily as the development began prior to passing the moratorium. The Planning and Zoning Commission and staff recommended approval as the area is contiguous to the current city limits.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to approve Ordinance 2024-36 for the Voluntary Annexation of Pleasantview Apartments Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Omar Rodriguez, Parks & Recreation Director, stated the increase amount of \$5,750 would allow for upgrades of hardware for the doors that were installed at the police department; funds would come out of the contingency fund leaving a balance of \$27,500.17. Staff recommended approval.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve Allowance Expenditure Approval No 17 for change proposal 033 Hardware at the New Police Department in an amount not to exceed \$5,750 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Omar Rodriguez stated the architect had submitted the site analysis report at a previous meeting and was advised the project would be on hold status until the budget process; stated the project has not moved forward at this point and architect requested as outlined in the agreement termination of services. Staff recommended approval to terminate agreement to close the project out and payment of the termination fee in the amount of \$5,000 be approved.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to approve and terminate the New Weslaco Municipal Swimming Pool Project and provide notice to Sam Garcia Architect, LLC and payment termination fee in the amount of \$5,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Rosie Cavazos, Finance Director, stated Pablo Villarreal, Tax Assessor-Collector, submitted the 2024 Property Tax Roll totals, with the exclusion of property currently under protest; totals calculated are from tax rates accepted and approved on August 20, 2024 and the tax rate adopted September 17, 2024. Staff recommended approval and stated the tax rate remained the same at .6867.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve the official 2024 Tax Roll totals as prepared by Hidalgo County Tax Assessor and Collector as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

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

George Quilantan, Inframark, stated the pump is needed at the Water Treatment Plants; the pumps are necessary to transfer sludge from the gravity thickener to the dewater unit; currently one pump operational and this purchase will replace a pump that is not operational; three quotes were received with the lowest quote from Dynamic Pump Systems in the amount of \$30,750. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to purchase Seepex Sludge Pump from Dynamic Pump Systems in the amount not to exceed \$30,750. as presented. The motion carried; Mayor Pro Tem Farias and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

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.)

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

Antonio Lopez, Fire Chief, stated previous commission approved from a buyboard vendor the refurbishment of Unit 566; upon delivery and inspection of the truck, the vendor noted the unit had two steering gearboxes and not one and the ladder system on unit outdated and non-functional so a new slide in compartment would be placed. Staff recommended approval of the additional equipment necessary for the refurbishment that was a second steering gearbox for \$4,500 and new slide-in compartment for \$9,180 for a total amount of \$11,550.

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

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.)

David Arce, Public Works Director, stated this was the first step in having a recycling curbside program; went over the proposed ordinance that outlined it was a voluntary basis; the fee of \$5.00 per bin, collection would be twice-monthly and would be a curbside service, commission may review fees as necessary and ordinance also had violations that would be imposed; an agreement with McAllen would be forthcoming to allow the acceptance of recyclables items from the city and in discussions with them already was favorable. The Recycling Committee and staff recommended approval of first reading of the ordinance and legal has reviewed.

Discussion ensued regarding additional equipment, fees, violations and implementation of the services. David Arce stated the initiation of the program was to begin with 700 bins; service would be on a Wednesday as this day the equipment is not in use for residential pick-up and is a maintenance day for the trucks; should the program reach 1,400 plus participants equipment may be needed and current staffing is sufficient and may merit additional personnel as the program grows.

Mayor Pro Tem Farias recommended the fee be the actual cost of the bin to make sure it is cost effective for the city. In response to Commissioner Pedraza violations will be monitored by staff when the container is being picked up and discarded into the truck as well as the cameras on the truck will determine that a resident has placed items not allowed and be notified. David Arce stated he would research fees other cities charge for this and compare and stated the program would help the city in diverting from the landfill. Mayor Pro Tem Farias was in favor but to ensure it is cost effective.

Mayor Gonzalez stated this was first reading and comments and recommended changes from the commission can be brought back on second reading for consideration.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve Ordinance 2024-37 to establish the Voluntary Recycling Curbside Program as presented on first reading. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Gabriel Perez, Grant Manager, stated the city received a grant award in the amount of \$71,255.96 from Energy Efficiency and Conservation Block Grant Program; an allocated amount of \$58,506 from the grant would be used to purchase two Ford Maverick Hybrid Trucks from Silsbee Ford

for the Public Works Department. Staff recommended approval and noted no matching amount is required.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to purchase 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 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Gabriel Perez stated the remaining balance from the Energy Efficiency and Conservation Block Grant would be allocated to the purchase of five Electric Bikes for the police department; lowest vendor was from Quiet Kit for a total cost of \$12,749.96. Staff recommended approval and no matching funds required.

Martin Garza stated the bikes would be used at special events such as Alfresco, 4th of July, Onion Fest and 5k runs; will assist the officers mobilizing from one point to the other in a safer manner.

Commissioner Pedraza seconded by Commissioner Lopez moved to purchase five Electric Bikes for the Weslaco Police Department from Quiet Kat, at a total cost of \$12,749.96 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Albert Aldana, City Engineer, stated on November 19, 2024, AIMS GIS Solutions (AIMS) was selected for a GIS Services; staff negotiated terms of \$3,000 monthly the fee that they have charged for previous work; included 20 Hours per month to perform services outlined on Exhibit A of the agreement, 8 Hours of Training per year and any additional special services would require a cost proposal for approval. Staff recommended approval.

In response to Mayor Pro Tem Farias and Commissioner Pedraza, staff stated any unforeseen services requested by a department not outlined in the agreement would need a cost proposal for approval by the commission.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve agreement with AIM GIS Solutions as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Albert Aldana stated the UV modules are part of the disinfection system; the equipment (bays) in place at the South Wastewater Treatment Plant are from the original vendor Aquaray UV Systems that is now Veolia; vendor has compatible UV modules for the existing channels and is a sole source supplier. Staff recommended approval to purchase the needed UV modules for the existing disinfection system from Veolia as the most advantageous course for the city to do without having to retrofit anything else. Staff would propose the purchase of 4 UV modules and then award a contractor for installation and provide miscellaneous electrical and machine shop services.

In response to the commission, Albert Aldana stated there are 4 UV modules operational; purchase of 4 new modules will replace those that are not operational and will allow the city to meet TCEQ requirements for discharge and operational until the expansion/rehab of the plant is done that will likely have a new system; stated by keeping the same modules for now it should not cause/provoke electrical failure.

George Quilantan stated once the added modules are in place it will have a performance level as if it were 12 modules in place, is considered a sole source because the original design of the system is considered proprietary; stated the vendor recommended two additional transformers for the new modules will be needed and would be more inexpensive if the transformers were bought locally. Martin Garza stated an agenda item would need to be forthcoming for the purchase of the transformers.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to approve the purchase of UV Modules for the South Wastewater Treatment Plant from sole source vendor, Veolia, for a cost not to exceed \$306,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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 Engineering Department.)

Mayor Gonzalez entertained a motion for the solicitation of bids for the installation of UV modules at the South Wastewater Treatment Plant.

In response to Mayor Pro Tem Farias, Martin Garza stated additional action items will be forthcoming for the purchase of transformers.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve the solicitation of bids for the installation of UV modules at the South Wastewater Treatment Plant as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Martin Garza stated previous commission action approved to request funding from the TWDB for the construction/expansion phase for the SWWTP project; city ranked 51 out of 190 and waiting

for invitation to apply for the actual funds. Recommended approval of the resolution to authorize the Mayor to apply for financial assistance in the amount of \$3,500,00 for the planning, acquisition and design phase for the South Wastewater Treatment Plant improvements project. Staff was advised to submit for the funding for this phase of the project to be ready to move forward once the final sweep of funding requests are completed by the TWDB.

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

VIII. EXECUTIVE SESSION

At 6:54 p.m. Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to convene the regular meeting into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 8:11p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. 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.

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.

Commissioner Rodriguez abstained from discussion.

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. 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.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to authorize the Mayor to execute and enter into a lease agreement with Dustin Dickerson for the net 31.02 acres of real property out of Farm Tract 59, West Tract Subdivision as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.

No action.

Mayor Gonzalez wished all a very Merry Christmas.

X. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Rodridguez moved to adjourn the regular meeting of December 17, 2024, at 8:13 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF A SPECIAL MEETING
WESLACO CITY COMMISSION
DECEMBER 26, 2024**

On Thursday, December 26, 2024, at 4:00 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	Josh Pedraza
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Letty Lopez
	Commissioner	JP Rodriguez

ABSENT: None

STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary

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, Antonio Lopez, Fire Chief, Armando Espinoza, Interim Police Chief, Nichols Castillo, Asst. Public Works Director, Rosa Badillo, Court Coordinator, George Quintanilla, Arnoldo Becho, Library Director 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, December 20, 2024.

C. Pledge of Allegiance.

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

D. Roll Call.

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

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

A. Discussion and consideration to convene as the local canvassing authority to canvass the election returns and approve Resolution 2024-84 certifying the results of the December 14, 2024 City of Weslaco Run-Off General Election in accordance with Texas Election Code§67.004(a). (Staffed by City Secretary Department.)

Mayor Gonzalez stated the results from the run-off election had Dominic Reyna received 1,321 votes and Pete Garcia Jr. received 1,432 and further stated Pete Garcia Jr. was elected to the position of Commissioner At-Large.

Following for the record is Resolution 2024-84.

RESOLUTION NO. 2024-84

**STATE OF TEXAS
COUNTY OF TEXAS
CITY OF WESLACO**

**AN ORDER DECLARING THE RESULTS OF THE CITY
OF WESLACO GENERAL RUN-OFF ELECTION OF
DECEMBER 14, 2024 FOR THE OFFICE OF
COMMISSIONER AT-LARGE**

WHEREAS, the City Commission of the City of Weslaco resolved and ordered that a Run-Off General Election be held on December 14, 2024 in the City of Weslaco, Texas for the purpose of electing a member to the City Commission for the following position:

CITY COMMISSIONER AT-LARGE

WHEREAS, there came on to be considered the returns of the election held on the 14th day of December, 2024 for the purpose of electing a Commission member to the City Commission.

WHEREAS, the returns of said election have been duly canvassed by the City Commission, and each of the candidates in said election having received the following votes to wit:

CITY COMMISSIONER AT-LARGE

DOMINIC A. REYNA
PETE GARCIA JR.

VOTES 1,321
VOTES 1,432

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Commission of the City of Weslaco that the above elections were duly called. The notices of said elections were duly posted and that said elections were held in accordance with the laws of the Texas Election Code. That at said Run-Off General Election Pete Garcia Jr. was elected to the position of Commissioner At-Large subject to taking oath of office.

SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, place convenient and readily accessible to the general public and said notice having been so posted and remaining posted continuously for at least 72 hours proceeding the scheduled time of said meeting. A copy of the returns shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED and APPROVED this 26th day of December 2024.

CITY OF WESLACO
/s/ Adrian Gonzalez, **MAYOR, and PRESIDING**
OFFICER OF THE LOCAL CANVASSING AUTHORITY

ATTEST:

/s/Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

/s/Benjamin Castillo, **INTERIM CITY ATTORNEY**

B. Conduct Oath of Office and file Statement of Elected Officers.

Judge Fernando Mancias administered the Oath of Office to newly elected Commissioner At-Large Pete Garcia Jr.

Commissioner Garcia Jr. thanked the community and his appreciation for the opportunity to serve, thanking God, his family, friends, and the support received from all the constituents in attendance and those unable to attend and looked forward in continuing with making Weslaco a City on the Grow.

V. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Lopez moved to adjourn the special meeting of December 26, 2024, at 4:30 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: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1223	
From: REBEKAH DE LA FUENTE			
Subject: 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 held December 17, 2024; 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 Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Annexation request.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Voluntary Annexation- Pleasantview Apartments Subdivision - Memo, Annexation Pleasantview Apartments - Aerial, Pleasantview apartments subd.-Application, 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,

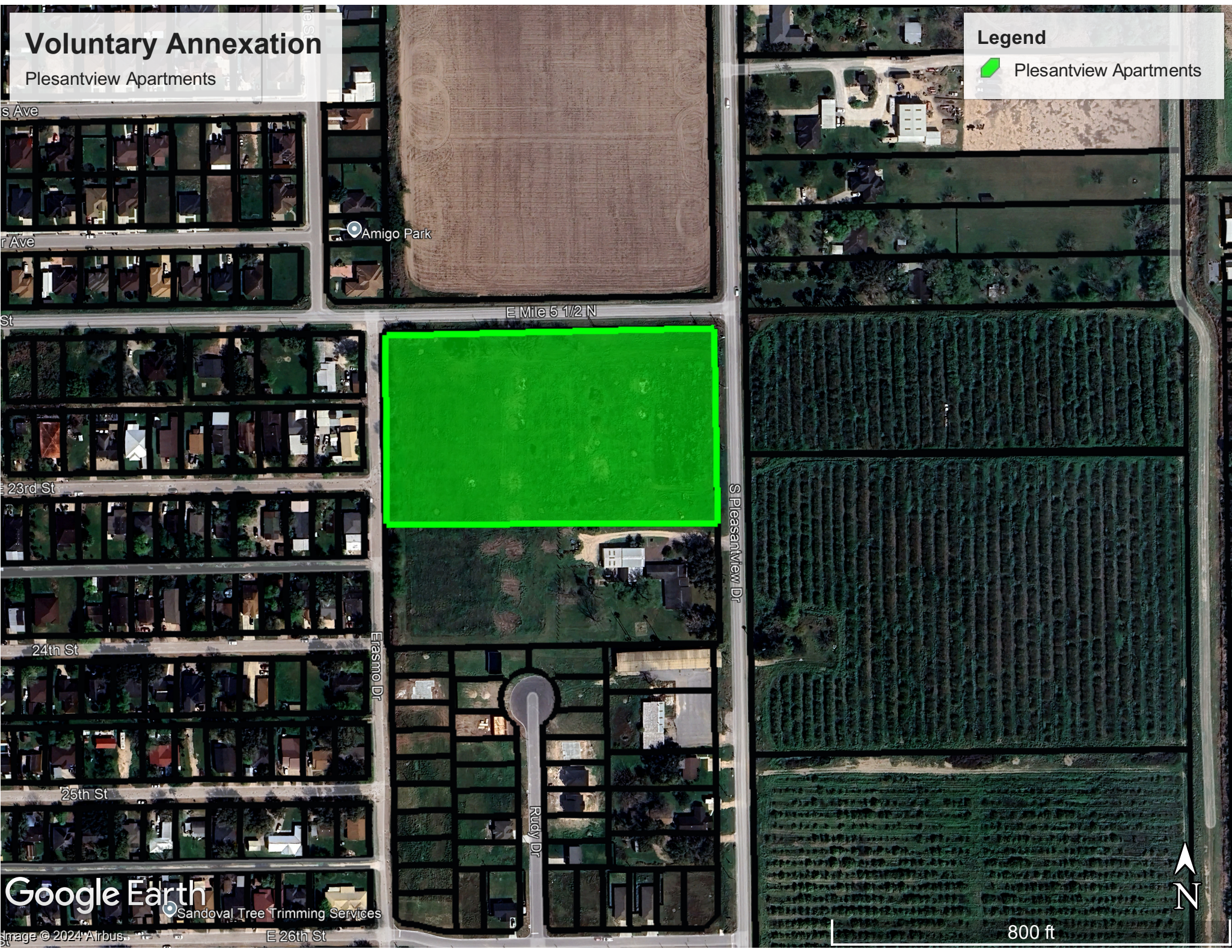
Rebekah de la Fuente, CFM

Voluntary Annexation

Plesantview Apartments

Legend

 Plesantview Apartments



Google Earth

Image © 2024 Airbus

Sandoval Tree Trimming Services



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

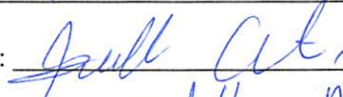
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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: 11/10/24

Willie Arratia is the authorized agent

Authorized Agent Signature:  Date: 11/10/24

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;

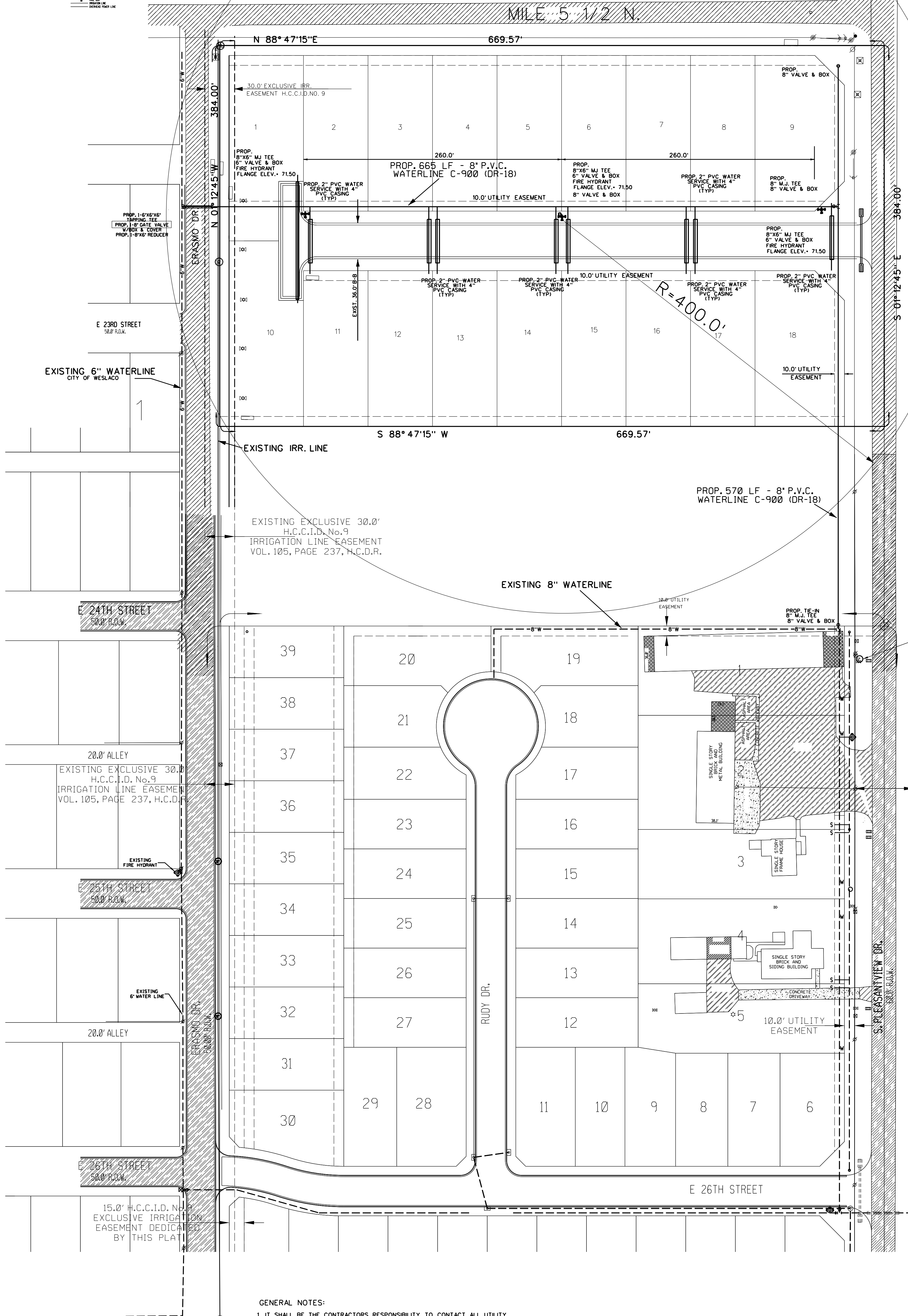
THENCE, N 88°47'15" E, with said Mile 51/2 North Road existing South right-of-way line and the apparent North lot line of Farm Tract 772 and of said 5.902-Acre Tract, a distance of 639.57 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the said Pleasantview Drive existing West right-of-way 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.

LEGEND

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- 99. 1" x 1/2" WATERLINE
- 100. 1" x 1/2" WATERLINE

SC: 1"=100'



- GENERAL NOTES:
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION.
 - IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS, SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
 - WATER, SEWER, OR OTHER UTILITY SERVICES NOT BE INTERRUPTED. ANY DAMAGES TO EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
 - IN THE EVENT OF DAMAGE TO UNDERGROUND FACILITIES, WHETHER SHOWN OR NOT SHOWN IN THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCREASE IN THE CONTRACTOR'S PRICE AND ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVICING THE FACILITY.
 - THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.
 - UNTIL ACCEPTANCE BY THE ENGINEER OF ANY PART OR ALL OF THE CONSTRUCTION AS PROVIDED FOR IN THE PLANS AND THESE SPECIFICATION, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR, AND HE SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST INJURY OR DAMAGE TO ANY PART OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD, AT HIS OWN EXPENSE, ALL INJURIES OR DAMAGE TO ANY PORTION OF THE WORK BEFORE ITS COMPLETION AND ACCEPTANCE.
 - CONTRACTOR WILL BE RESPONSIBLE FOR TRAFFIC CONTROL PLAN.
 - NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
 - PROPOSED TRENCH PROTECTION FOR SANITARY SEWER LINE.
 - IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT CITY OF WESLACO TO VERIFY ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.

- NOTES:
- WATERLINE SERVICE MUST BE 1" x 3/4" PER UNIT.
 - ALL VALVES AND FIRE HYDRANTS MUST BE MULLER.
 - ONLY ALL STAINLESS-STEEL TAPPING SLEEVE ALLOWED FOR WATERLINE TIE IN WHERE THE CANNOT BE INSTALLED.
 - METER BOXES TO BE DFW 1500 WITH BLUE LIDS AND ANTENNAHOLE.
 - FIRE HYDRANTS SHALL HAVE 4 1/2" OUTLET FACING THE STREET WITH 18" TO 24" CLEARANCE FROM BOTTOM OF OUTLET TO GRADE LEVEL FOR HYDRANT WRENCH.
 - FIRE HYDRANT SHALL BE MARK IT ON THE STREET WITH REFLECTIVE BLUE MARKER TO SHOW LOCATION.
 - ANGLE STOP MUST BE 1" x 3/4" PER CONNECTION.



NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

526 N. 5TH STREET
DONNA, TEXAS. 78537

FIRM NO. F-9050

PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

**WATERLINE
LAYOUT**

**PLEASANTVIEW APARTMENTS
SUBDIVISION**

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 7th 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



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1203	
From: ARMANDO ESPINOZA			
Subject: Approval for purchase TCP Aladtec Software using awarded \$10,885.00 from BJA (FY 2024) Edward Byrne Memorial Justice Grant (Number 15PBJA-24-GG-04800) no cash match. (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: Mayor's Signature			
If item previously considered, provide date and action by Commission: Approved to accept grant award at the December 17, 2024, Commission Meeting			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends 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.

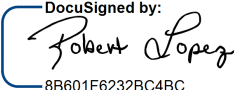
Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

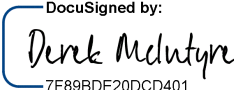
The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

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: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1218	
From: ARMANDO ESPINOZA			
Subject: Approval to accept FY25 MVCPA (Motor Vehicle Crime Prevention Authority) Taskforce Grant (608-25-10800000) in the amount of \$161,240.00 with a catch match of \$32,480.00. (Staffed by Police 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):			
ARMANDO ESPINOZA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Award Letter FY25			
Responsibilities upon Approval:			



FY25 Motor Vehicle Crime Prevention Authority
Statement of Taskforce Grant Award and Grantee Acceptance Notice
Tier 2

Grant Number: **608-25-1080000**
Grantee: **Hidalgo County**
Program Title: **Hidalgo County Combined Auto Theft Task Force FY25**
Grant Award Amount: **\$827,096**
Total Cash Match Amount: **\$170,279**
In-Kind Match Amount: **\$0**
Reimbursement Percent*: **83.33%**
Grant Term: **October 17, 2024 to October 16, 2025**

Grant Budget Summary: Hidalgo County (App ID: 271)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$211,286	\$42,258	\$253,544	\$0
Fringe	\$83,246	\$16,650	\$99,896	\$0
Overtime	\$14,679	\$2,936	\$17,615	\$0
Professional and Contract Services	\$370,594	\$78,974	\$449,568	\$0
Travel	\$20,666	\$4,134	\$24,800	\$0
Equipment	\$48,333	\$9,667	\$58,000	\$0
Supplies and Direct Operating Expenses (DOE)	\$78,292	\$15,660	\$93,952	\$0
Total	\$827,096	\$170,279	\$997,375	\$0

*Reimbursement Percent: 83.33% - \$827,096-MVCPA Amt / (\$827,096-MVCPA Amt. plus 170,279-Cash Match)

That whereas, **Hidalgo County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 12, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Hidalgo County Combined Auto Theft Task Force FY25** and further identified by grant number **608-25-1080000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **12/5/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 12, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

 X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

 X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1235	
From:			
Subject: Approval on Resolution 2025-01 amending Resolution 2024-70 to designate the Mayor as the authorized official for the FY2025 Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant approved by the Commission on October 15, 2024, in the amount not to exceed \$61,000 with 20% match required not to exceed \$12,200 to purchase fixed LPR cameras and have access to software data. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: R2025-01 designating Mayor as authorize user Catalytic Converter Grant			
Responsibilities upon Approval: Execute and retain.			

RESOLUTION NO. 2025-01

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS this grant (FY 25 SB 224 Catalytic Converter Grant) program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, the City of Weslaco has agreed that in the event of loss or misuse of the grant funds, the City of Weslaco agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

WHEREAS, Resolution 2024-70 approved on October 15, 2024 is hereby amended to reflect Adrian Gonzalez, Mayor, as the designated authorized official and Federico Reyes as the designated Financial Officer for said grant.

NOW THEREFORE, BE IT RESOLVED and ordered that Adrian Gonzalez, Mayor, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Robert Lopez is designated as the Program Director and Federico Reyes is designated as the Financial Officer for this grant.

Passed and approved this 7th day of January 2025.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AT TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1243	
From:			
Subject: Approval of the contract with Definiti, LLC to provide Other Post-Employment Benefits (OPEB) valuation and future years roll-forward as required by GASB 75. (Staffed by Finance Department.)			
Background: Definiti, LLC, formerly known as Retirement Horizon Incorporated (RHI) has been assisting the City with GASB 75 requirements for our Other Post-Employment Benefits valuation, specifically our Firemen's Pension valuation. The last contract was signed by City Manager as the amount falls within his authority. This new contract mirrors the terms of the original agreement with RHI, with the major change being the new name, Definiti, and the following updates to our fees: • Inclusion of a 2.5% annual inflation adjustment. • The fee for the October 1, 2024 OPEB valuation is \$7,200. The \$700 increase over the prior valuation is due to a significant increase in fees from our third-party software provider (spread over all our clients) and an inflationary adjustment. • The fee for the October 1, 2025 roll-forward valuation is \$5,800. The \$300 increase over the prior roll-forward is the 2.5% inflation increase.			
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: Definiti Governmental Actuarial Services Service Agreement_Weslaco FF_OPEB			
Responsibilities upon Approval:			



Service Agreement Governmental Pension Actuarial Services

December 23, 2024

City of Weslaco
Rosie Cavazos, CPA, CGFO
Finance Director
Postretirement Medical Plan for Firefighters

Re: Weslaco Firefighter Postretirement Plan ("Plan")

1) Acknowledgement.

By entering into this agreement ("Agreement"), you ("Client") have contracted with our firm, Definiti LLC ("Definiti"), to provide to perform certain actuarial valuation and consulting services of a ministerial nature, in connection with Client's role as Plan Sponsor and Plan Administrator of the Plan. This agreement, and the fees herein will be effective on the earlier of:

- 1) Your signature date; or
- 2) the first day of the quarter following 60 days from its issuance.

2) Agreement.

Upon the terms and conditions of this Agreement, DEFINITI and Client ("the Parties") agree that DEFINITI shall provide actuarial valuation and consulting services of a ministerial nature, as described in Section 4 of this Agreement and such additional services that may be from time to time agreed upon in writing pursuant to Section 6, within a framework of directions, documents, data, policies, administrative forms, interpretations, rules, practices and procedures adopted by Client (collectively, "Governmental Pension Actuarial Services").

3) Term.

The term of this Agreement shall commence on the Effective Date and shall end: (i) on such date as is agreed to by the Parties in writing, or (ii) such earlier date upon which this Agreement may be terminated in accordance with the terms of this Agreement. DEFINITI shall commence its services for the biennial valuation as of October 1, 2024, or such other date that shall be agreed upon by the Parties in writing (the "Services Commencement Date").

4) **Services.**

During the course of our engagement, DEFINITI will perform the Governmental Pension Actuarial Services ("Services") in connection with the administration of the Plan and related trust funds ("Fund"). The Services are as follows:

a) **General Responsibilities**

- i. The Parties agree that Definiti will perform ministerial and administrative services and functions without assuming the responsibilities of Plan Sponsor under the Plan, and without becoming the Plan Administrator as defined in the Plan and within the meaning of applicable Texas law, and nothing in this Agreement is intended to bestow upon Definiti the status of Plan Sponsor, Plan Administrator or fiduciary.
- ii. Definiti shall deliver to Client the reports and statements set forth in Appendix B: Schedule of Deliverables within a reasonable time after Definiti receives all necessary Client Data, as described in Section 9, or any other data as the case may be.
- iii. If Client Data is not submitted in a format consistent with Appendix C, or if Definiti detects errors in the Client Data submitted, Definiti shall promptly return such data to Client unless Client and DEFINITI agree that Definiti shall make corrections to the Client Data as directed by Client.
- iv. If Financial Data is not submitted in acceptable form, or if Definiti detects errors in the Financial Data or the Financial Data is incorrect or incomplete, Definiti shall promptly notify Client and work with Client to resolve the error or inconsistency or complete the missing information, as the case may be.
- v. Definiti shall promptly notify Client if Definiti becomes aware of any failure to receive Client Data or Financial Data in a timely manner, or any inaccurate or conflicting report or information contained in the Client Data or Financial Data.
- vi. Notwithstanding the foregoing or any other provision in the Agreement, Definiti shall have no duty or obligation to review data received from Client for accuracy or for any other reason.

b) **Biennial Actuarial Valuation Services**

- i. Meeting to discuss initial project planning for the Fund's biennial actuarial valuation.
- ii. Measure aggregate actuarial gain/loss analysis of plan assets and liabilities.
- iii. Develop unfunded actuarial liability and the expected amortization period based on the current contribution schedules.
- iv. Prepare accounting disclosure information in accordance with GASB Nos. 67 and 68.
- v. Prepare a projection of Fund cash flows, total assets and expected unfunded actuarial liability to evaluate the adequacy of current contribution rates.
- vi. Finalize and present final comprehensive actuarial report to the Board of Trustees.
- vii. Provide personalized benefit statements, upon request.

c) **Other Actuarial Services.** In addition to the recurring actuarial services described above, Definiti will perform other special actuarial services as requested by Client which may include but are not limited to:

- i. Attendance at additional meetings and conferences as requested by client.
- ii. Special consulting on plan administration, including individual benefit calculations, tax exclusion ratio calculations, QDRO review and development of actuarial factor tables.
- iii. Analysis of alternative actuarial assumptions and methods.
- iv. Study of plan design changes.
- v. Study of proposed changes in governmental accounting pronouncements.
- vi. Study of proposed changes in legislation, administrative rules or court cases.
- vii. Forecast valuations under additional alternative economic scenarios requested by client.
- viii. Data editing and consolidation of information not supplied according to Definiti format.
- ix. Preparation of plan amendment drafts for review by legal counsel.
- x. Plan auditor assistance beyond standard information request.

- xi. Consulting related to Texas Pension Review Board inquiries, information requests, hearings and other related correspondence.
- xii. Custom actuarial studies and special reports requested by client.

5) Billing and Costs.

- d) Definiti service fees are listed in the table below and in **Appendix A: Fee Schedule – Pension Actuarial Services**.

PENSION ACTUARIAL SERVICE FEES

☒ Comprehensive Biennial Valuation Base Fixed Fee (“Base Fixed Fee”)	\$7,000
☒ GASB 67 and 68 Disclosures*	Included
☒ Project Planning Meeting	Included
☒ Aggregate Gain/Loss Analysis	Included
☒ Changes in Assumptions adopted in the baseline results	Included
☒ Other Actuarial Consulting Services	Time and Expense

* The GASB 67 and 68 disclosures referenced above are for the year in which the funding valuation is performed. Upon request, additional fees of \$5,500 will apply for each separate GASB 67 or GASB 68 report in off-cycle valuation years.

- e) Client acknowledges the Base Fixed Fee will be billed monthly based on progress made.
- f) Base Fixed Fee includes all related computer expenses as well as reasonable and customary cost for production of the actuarial reports. Our recurring fee also includes routine Client phone calls that are directly related to the biennial valuation and auditor questions related to our actuarial report, but additional information requests and preparation of additional schedules are beyond the scope of our recurring valuation services. Any other actuarial consulting or special projects will be performed on a time and expense basis unless noted above.
- g) Base Fixed Fee shall increase on each October 1 following the anniversary of this Agreement in an amount equal to 2.5% per year, rounded up to the nearest \$100. In addition, Definiti reserves the right to modify the Based Fixed Fee based on changes in staff hourly rates or significant changes in project scope (number of participants, plan complexity, etc.) upon at least thirty (30) days’ prior written notice to Client. Unless Client objects in writing to the proposed increase before the date on which it becomes effective, Client will be deemed to have agreed to the proposed increase. Absent any significant changes, Definiti fee for the October 1, 2024 biennial valuation will be no greater than \$7,000.
- h) All fees and reimbursements for costs and expenses are due and payable to Definiti no later than thirty (30) days after receipt of the invoice.
- i) If Client fails to pay any undisputed amount due within thirty (30) days after receipt, interest in the amount of the lesser of one-and-one-half percent (1.5%) per month, or the maximum allowable under applicable law shall also become payable.

6) Changes to Services.

Client may request additions or changes to the Services. Upon receipt of each such request from Client (“Change Request”), Definiti will evaluate additional resources required by Definiti to perform the requested services and will notify Client in writing as to the results of such evaluation (the “Change Proposal”). In the event the Change Proposal contemplates an increase in Definiti’s fees under the Agreement, Definiti and Client will work together in good faith to negotiate a revised fee for such Change Request.

7) Discretionary Issues.

Both Parties agree that Definiti shall not provide any services under this Agreement which require the use of its discretion. All issues requiring discretion shall be resolved by Client's project manager or designated employee. Definiti is only authorized to perform services requiring the use of discretion when acting upon specific instructions provided by Client.

8) Duties of Client to Plan and Participants/Beneficiaries.

Client shall maintain the Plan in full compliance with all governing laws, regulations and ordinances. Client agrees that Definiti is responsible only for providing the Services detailed in this Agreement and not for any other services or tasks. Nothing in this Agreement is intended to create any obligation of Definiti to any employee or former employee of Client, nor to make any employee or former employee a third-party beneficiary of this Agreement.

9) Plan Information, Reliance on Information and Client Responsibilities.

- j) Client represents that it is authorized to act for the Plan, to engage Definiti in the performance of the Services to be provided herein and that in so doing, Client will not be in breach of any other agreement, law or other obligation binding on Client.
- k) Definiti is and shall be entitled to accept as correct, accurate, complete, and reliable, without further inquiry, all information, data, documents and other records provided by Client or at the direction of Client ("Client Data").
- l) Definiti shall have no responsibility or liability to Client or any party claiming for any error, inadequacy, or omission which results from inaccurate or incomplete information, data, documents, or other records provided to Definiti by Client under this Agreement.
- m) Client shall provide Definiti on a timely basis with accurate and reliable information, in a format consistent with the attached Appendix C, required by Definiti, and provide Definiti with requested management decisions, approval, and acceptances.
- n) Client is and shall be solely responsible for all benefits-related services and functions other than the Services specified in this Agreement.
- o) Client shall advise Definiti promptly and in writing of any fault or defect in Services provided under this Agreement. To the extent permitted by law, Definiti shall be fully discharged from liability for any matter contained in any report to which Client has failed to object within sixty (60) days of receipt.

10) Client Data.

Client Data supplied to Definiti will remain Client's property and, upon termination of this Agreement, such data will be returned upon request. Definiti will establish and maintain commercially reasonable safeguards against the destruction, loss or alteration of Client Data in the possession of Definiti. In the event additional safeguards for Client Data are requested by Client, and Definiti elects to provide such additional safeguards, Client will reimburse Definiti for any costs incurred by Definiti to provide such additional safeguards. This provision shall not preclude Definiti from retaining copies of Client Data that Definiti may reasonably need or that it may be required by law to retain.

Definiti shall maintain ownership of its workpapers generated under this Agreement, except for any Client Data which is included therein. Definiti and Client shall, at reasonable times, during the term of this Agreement and thereafter, for purposes related to this Agreement, have access to the relevant records and data of the other. Each Party shall be responsible for retaining duplicate copies of data or materials delivered to the other Party and for taking other precautions as it deems necessary in case such data or materials are lost or destroyed.

11) Confidentiality.

Each Party (a "Receiving Party") agrees that it shall not disclose to any third party any proprietary or confidential information of the other Party (the "Disclosing Party") without the prior written consent of the Disclosing Party, unless required under this Agreement or by law, provided, however, that the Receiving Party under such obligation of disclosure shall promptly notify the Disclosing Party to afford the Disclosing Party an opportunity to object to such disclosure.

Notwithstanding the foregoing, these confidentiality obligations will not apply if: (i) such information is already known to the public other than by act or omission of the Receiving Party; (ii) said information is known by the Receiving Party prior to the disclosure by the Disclosing Party; or (iii) the Receiving Party received said information from a third

party whom the Receiving Party reasonably believes has a legal right to make such disclosure. The confidentiality obligations of this paragraph shall survive termination of this Agreement.

12) Definiti System Rights.

For purposes of this Agreement, "Definiti System" shall mean all software owned, developed or used by Definiti in the performance of Services, including all programs and documentation, and the tangible media on which such programs are recorded. Each Definiti System is and will remain the property and confidential information of Definiti or the third-party licensor of that Definiti System, and Client shall have no right, title or interest therein.

13) Inspection Rights.

Definiti will provide Client's auditors and inspectors with reasonable access to Definiti's records and controls for the limited purpose of performing audits or examinations of the Client's Plan. Client shall pay Definiti's Standard Hourly Rates, as detailed in Appendix A, for any services rendered by Definiti in connection with any such audit or inspection.

Client acknowledges that Definiti is not responsible for providing financial audit or tax services to Client for the Plan or otherwise auditing Client's records or data. Following any audit or examination of Client, Client will conduct an exit conference with Definiti and brief Definiti with respect to the applicable portions of such audit report regarding Definiti or Services and provide copies of applicable portions for Definiti's confidential workpaper record of its Services under this Agreement.

14) Termination.

- a) Termination for Cause – In the event that either Party materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payments to Definiti which is addressed in Section 5) and does not cure such default within thirty (30) days after being given written notice specifying the default; or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the defaulting Party fails to proceed promptly after being given such notice to commence curing the default and to proceed diligently to cure the default, then the Party not in default may, by giving written notice to the defaulting Party, terminate this Agreement as of a date specified in such notice of termination.
- b) Termination for Insolvency – In the event that either Party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other Party may, by giving written notice to such Party, terminate this Agreement as of a date specified in such notice of termination.
- c) Termination Without Cause – Either Party may elect to terminate this Agreement without cause at any time effective upon sixty (60) days prior written notice. Definiti shall continue to provide Services and Client shall continue to pay Definiti fees in accordance with the terms of this Agreement through the effective date of termination.
- d) Termination Assistance – Upon its receipt of notice of the termination of this Agreement for any reason, Definiti will provide to Client such reasonable termination assistance related to the Services, at Definiti's Standard Hourly Rates, as detailed in Appendix A. Client will pay Definiti, on the first day of each month, an amount equal to Definiti's reasonable estimate of the total amount payable to Definiti for such assistance for that month, subject to month-end reconciliation.

15) Dispute Resolution.

In the event of any dispute between the Parties arising from this Agreement which the Parties cannot in good faith resolve, the Parties shall attempt to resolve such dispute by mediation and then, if necessary, by binding arbitration administered by a mutually agreed upon arbitrator, in an arbitration proceeding to be conducted in Kent County, Texas. If the Parties cannot agree on a single arbitrator within sixty (60) days after demand by one Party for arbitration, then each Party shall be entitled to name an arbitrator, and the two arbitrators so chosen shall decide on a third independent arbitrator. Each arbitrator nominated by a Party and the third independent arbitrator shall be experienced and knowledgeable in the subject matter of the dispute. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction regarding the issue.

16) Indemnification.

- a) Client's Indemnity - Client shall indemnify, defend, and hold harmless Definiti, including its directors, officers, employees, principals, representatives and agents, from all claims, actions, obligations, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses, but excluding incidental, consequential, exemplary or special damages (collectively, "Claims"), incurred by or asserted against Definiti in connection with, or arising out of or relating to: (i) a breach of this Agreement by Client, (ii) the performance by Definiti under this Agreement, except to the extent that such Claims are solely, directly and proximately caused by Definiti's negligence, (iii) any action taken by Definiti in accordance with any direction or instructions of Client, and (iv) any matter relating to the Plan for which Definiti has no responsibility, control or liability under this Agreement.
- b) Definiti Indemnity – Definiti shall indemnify, defend, and hold harmless Client, including its directors, officers, employees, principals, representatives and agents, from all Claims asserted against Client arising out of this Agreement to the extent that such Claims are solely, directly and proximately caused by Definiti's negligence.
- c) Intellectual Property Rights Indemnity – Definiti and Client shall each indemnify, defend and hold the other harmless from any and all Claims arising out of any alleged infringement of any United States patent, trade secret, copyright, trademark, service mark, trade name or similar property rights related to property provided or work performed by the infringing Party.
- d) Indemnification Procedures – The indemnitee shall promptly notify the indemnitor of its knowledge of any Claim in respect of which an indemnity may apply and shall give to the indemnitor full opportunity to control the defense or settlement of such Claim. Should the indemnitor not take control of the defense or settlement of such Claim within the lesser of fifteen (15) days or the legally available time to take control of the defense or settlement of such Claim, the indemnitee may do so at the indemnitor's expense. The indemnitor shall not enter into any settlement agreement nor consent to entry of judgment relating to a Claim unless the indemnitee consents in writing or first receives an unconditional release from the Claim from each plaintiff or claimant and the indemnitor.

17) Remedies.

To the extent that Definiti negligently misprocesses, miscalculates, or misfiles information and it is for that reason necessary for Definiti to re-work any portion of the Services, Definiti shall re-work such Services at its expense.

18) Disclaimer of Warranty.

EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, Definiti MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19) Limitation of Liability.

To the extent that a Party is liable for a claim relating to or arising out of this Agreement, the Parties agree that any insurance coverage maintained by such liable Party will be treated as the primary coverage for such claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER ERISA AND OTHER APPLICABLE LAW, DEFINITI SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, FOR INDIRECT, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND TRADING LOSSES). IN THE EVENT OF A CLAIM BY CLIENT AGAINST DEFINITI FOR OTHER, NON-EXCLUDED LOSSES OR DAMAGES (INCLUDING AN INDEMNITY CLAIM, IF APPLICABLE), CLIENT AGREES THAT ANY SUCH LOSSES OR DAMAGES ARE LIMITED TO THE LESSER OF: (i) THE AMOUNT OF THE NON-EXCLUDED LOSS OR DAMAGE; OR (ii) THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID TO DEFINITI UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE THE DEFINITI RECEIVES NOTICE OF THE CLAIM. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK HEREUNDER AND APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, CLAIMS FOR FAILURE TO EXERCISE DUE CARE IN THE PERFORMANCE OF SERVICES HEREUNDER, AND OTHER TORTS.

Miscellaneous

1) Assignment.

Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party; provided, however, that Definiti may assign this Agreement to any affiliate or acquirer of the business of Definiti to which this Agreement relates, whether by merger, sale of all or substantially all of its assets, sale of stock or otherwise, without the prior written consent of Client.

2) Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

3) Notices.

Any notice provided pursuant to this Agreement shall be in writing and effective upon actual receipt and shall be made by hand delivery, overnight courier, electronically or by certified mail via return receipt. Notices shall be addressed as follows, or to such other address as either Party advises the other in accordance with this paragraph:

If to Definiti, to:

Definiti LLC via email notices@definiti.com

If to Client, to the then-current address for Client on file in Definiti's records.

4) Services for Others and Publicity.

Definiti may perform for third parties similar Services using equipment or software that Definiti utilizes for rendering Services under this Agreement, but not Client Data. Definiti may use the name of and identify Client as a client, in advertising, publicity, or similar materials distributed to prospective clients.

5) Force Majeure.

Neither Party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to causes beyond its reasonable control, including, but not limited to, unauthorized access, war, natural disaster or exceptional conditions, governmental restriction, interruption in or malfunction of internet or electronic transmission systems or services, or disruptions in orderly trading on any relevant exchange or market.

6) Headings.

The description headings used in this Agreement are inserted for convenience of reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.

7) Other.

Each Party represents and warrants that it has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. This Agreement constitutes the entire agreement, including the Appendices incorporated into this Agreement, between the Parties with respect to the subject matter, and any and all written or oral agreements previously existing between the Parties pertaining to the subject matter are expressly canceled. This Agreement may be changed only by the written agreement of the Parties. In the event any provision of this Agreement shall be held by law or found by a court or other tribunal of competent jurisdiction to be unenforceable as stated herein, such provision shall remain enforceable to the extent permitted by applicable law or the findings of the court or other tribunal of competent jurisdiction, and the remaining portions hereof shall remain in full force and effect. In such event, the Parties agree to negotiate in good faith a substitute enforceable provision that most nearly affects the Parties' intent in entering into this Agreement. The failure of either Party to exercise any right shall not be deemed a waiver of that right.

Signature

By signing this Agreement, Client agrees to the terms and conditions as set forth in this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same Agreement.

CLIENT SIGNATURE

DATE

DEFINITI SIGNATURE

DATE

Appendix A: Fee Schedule - Pension Actuarial Services

Standard Hourly Rates

DEFINITI professional fees for other actuarial consulting services are generally based on hourly rates and the time spent by each staff member on the project. Before commencing work on any special project, we will provide an estimate of expected fees for client review and approval:

CONSULTING RATES

Lead Actuary	\$350 per hour
Support Actuary	\$300 per hour
Actuarial Manager	\$250 per hour
Other Credentialed Actuaries	\$250 per hour
Actuarial Analyst	\$200 per hour

Out-of-Pocket Expenses

In addition to its professional fees, DEFINITI bills any out-of-pocket expenses incurred on behalf of Client, passed through without mark-up. DEFINITI will not incur any significant out-of-pocket expense without advance client approval. For this engagement our recurring valuation service fee includes reasonable and customary travel costs for attending a meeting to discuss the valuation with the Board. Reasonable and customary travel expenses may be billed for additional meetings requested by the Board.

Appendix B: Schedule of Deliverables

Deliverables

1. Biennial GASB 67 and 68 Valuation
2. Biennial GASB 67 and 68 Roll-forward Measurements

Appendix C: Standard Data Format

Active Participant Data

Please provide a census of all active members that were covered in the Fund during the two-year period ending with the biennial valuation date (e.g. October 1, 2024). The following data elements should be included:

<i>Data Element</i>	<i>Format</i>	<i>Notes</i>
Participant Status Code	I(1)	1 = Active member as of biennial valuation date. 2 = Terminated member as of biennial valuation date.
Social Security Number	I(9)	123456789
Name	A(30)	Last, First, Initial
Gender Code	A(1)	M = male, F = female.
Date of Birth	I(8)	MMDDYYYY
Date of Hire	I(8)	MMDDYYYY
Date of Termination (if applicable)	I(8)	MMDDYYYY
Paid Service Date	I(8)	MMDDYYYY. Date for calculating paid service credit, adjusted for any breaks in service or limitations under Plan rules. Alternatively, the accumulated years of paid service as of the valuation date (xx.xxxx).
Plan Compensation	F(10.2)	9999999.99 Eligible compensation as defined by Plan rules for the Plan year ending with the current biennial valuation date (e.g. September 30, 2024).
Plan Compensation 2	F(10.2)	9999999.99 Eligible compensation as defined by Plan rules for the Plan year prior to the biennial valuation date (e.g. September 30, 2023).

Inactive Participant Data

Please provide a census of all inactive members currently receiving benefits or entitled to future benefits under the Plan as of the last day of the Plan Year (valuation date). The following data elements should be included:

<i>Data Element</i>	<i>Format</i>	<i>Notes</i>
Participant Status Code	A(1)	2 = Terminated with deferred vested benefits. 3 = Disabled entitled to current or future benefits. 4 = Retired or beneficiary currently receiving benefits.
Social Security Number	A(9)	123456789
Name	A(30)	Last, First, Initial
Sex Code	A(1)	M = male, F = female.
Date of Birth	I(8)	MMDDYYYY
Date of Termination	I(8)	MMDDYYYY
Date Benefits Commence	I(8)	MMDDYYYY
Beneficiary Date of Birth	I(8)	MMDDYYYY
Beneficiary Sex Code	A(1)	M = male, F = female.
Benefit Option Code	I(1)	1 = Retiree Only Coverage 4 = Retiree and Spouse Coverage.

Census Data Format

Census data may be submitted in a flat ASCII file (space delimited) or an Excel spreadsheet, along with a hard-copy print out for verification (control totals only will work as well). Definiti will rely upon census data as supplied by Client, performing routine edits to ensure the information is complete and reasonable. Any missing or inconsistent data will be edited based on average demographic statistics appropriate for the plan, with the assumptions used and number of records affected summarized in the final actuarial report.

Financial Data

Definiti will require a consolidated financial statement (annual PRB reports and independent audit reports, if available) covering the current and previous valuation periods. The report should contain a balance sheet summary of fair market value by type of asset as well as a standard income statement reconciling the fair value between current and previous valuation dates identifying changes such as contributions, interest, dividends, realized and unrealized gains and losses, benefit payments and expenses.

Plan Provisions Data

Definiti will also need copies of the plan documents and any recent amendments that have taken effect since the prior valuation, as well as those currently proposed or under consideration.



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1100	
From: David Arce			
Subject: Approval to solicit request for qualification (RFQ) for engineering services for a metal canopy at Public Works Shop. (Staffed by Public Works Department.)			
Background: Public Works staff is requesting qualifications from qualified engineering firms to provide professional services for the design of a metal canopy to protect city-owned assets at the Public Works Shop. The selected firm will be responsible for designing a durable, cost-effective, and aesthetically suitable canopy structure to safeguard vehicles, equipment, and other assets from environmental elements.			
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 David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 RFQ CANOPY			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Pete Garcia, Jr., 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: January 7, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: RFQ ENGINEERING SERVICES CANOPY DESIGN

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

Request for Qualifications (RFQ)

1. Introduction

Public Works staff is requesting qualifications from qualified engineering firms to provide professional services for the design of a metal canopy to protect city-owned assets at the Public Works Shop. The selected firm will be responsible for designing a durable, cost-effective, and aesthetically suitable canopy structure to safeguard vehicles, equipment, and other assets from environmental elements.

2. Project Description

The project involves the design of a metal canopy to be installed at the Public Works Shop 1912 Joe Stephens Ave.

- Be structurally sound and compliant with all applicable local, state, and federal codes and standards.
- Be designed to withstand local environmental conditions, including wind, snow, and seismic loads.
- Provide adequate clearance and accessibility for the assets being protected.
- Incorporate cost-effective materials and construction methods.

Staff Recommends



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1153	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Long John Silver's Subdivision being 0.45 acres out of Farm Tract 1502, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1,432ft East of S Westgate Dr. along Bus 83. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one (1) 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 10' 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 request at their regular meeting of December 4, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat.			
Attachments, if any: Long John silver's-Application, Drainage Report and Legal Documents, Long John Silver's- Aerial, email			
Responsibilities upon Approval: Staff will advise the applicant.			



PLAT-000725-2025

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: Long John Silver's

Location: 1201 W. State Hwy 83 Weslaco, TX 78596

Legal Description: WEST TRACT E130'-W195.5'-N150' FT 1502 0.45 AC NET

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: Commercial

Existing Land Use: Fast-food restaurant with drive-thru Proposed Land Use: Fast-food restaurant with drive-thru

Number of Lots Proposed: 1 Gross Acreage: 0.45

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: LOJON PROPERTY 71 LLC Telephone: 865-235-7002

Address: 10350 Ormsby Park Place Suite 300 Fax: _____

City: Louisville State: KY Zip: 40223 E-mail: cljenkins@charterfoods.net

ENGINEER INFORMATION

Name: Robert Wayne Case Telephone: 239-693-9244

Address: 21430 Palm Beach Blvd. Fax: 239-693-9828

City: Alva State: FL Zip: 33920 E-mail: permitting@lis-ae.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: Site has existing water meter

☒ YES ☐ NO Wastewater Provision: New grease trap to connect to existing sanitary line

☒ YES ☐ NO Electric Company: New electrical service to connect to existing transformer located on site

☒ YES ☐ NO Phone Utility <u>Connect to existing</u>	☒ YES ☐ NO Gas Utility Existing gas meter	☒ YES ☐ NO Cable Utility Reconnect to existing
--	---	--

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>1</u>	☐ YES ☒ NO Irrigation District _____
--	---

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 rdelafuente@weslacotx.gov
- _____ PDF copy of all documents submitted (emailed or USB)
- _____ \$355.00 Planning Review fee, \$100.00 Fire 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 rdelafuente@weslacotx.gov
- ☒ PDF copy of all documents submitted (emailed or USB)
- ☒ \$355.00 Planning Review fee, \$100.00 Fire 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 & 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
- ☐ N/A If septic tank system required, submit soil evaluation report
- ☐ N/A Water Rights associated with the property
- ☐ already submitted Tax Receipt for all taxing entities showing that taxes are paid in full
- ☐ on plat Number of fire hydrants proposed for subdivision

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

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
- ☐ Traffic Impact Analysis (If required)
- ☐ 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
- ☐ 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

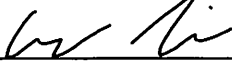
**** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.**

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: Corey Jenkins

Owner Signature:  Date: 10/18/2024

Jonay Moffett (LIS, LLC) is the authorized agent

Authorized Agent Signature:  Date: 10/21/2024

Authorized Agent Printed Name: Jonay Moffett

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: _____



VAR-000726-2024
APPLICATION FOR SUBDIVISION VARIANCE



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: Long John Silver's

Location: 1201 W State Hwy 83 Weslaco, TX 78596

Legal Description: WEST TRACT E130'-W195.5'-N150' FT 1502 0.45 AC NET

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:

☐ 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 10' ROW Dedication ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Request to waive 10' right-of-way dedication along frontage of new rebuilt Long John Silver's restaurant

OWNER INFORMATION

Owner's Name: LOJON PROPERTY 71 LLC Telephone: 423-587-0690

Address: 10350 Ormsby Park Place, Ste 300 Fax: _____

City: Louisville State: KY Zip: 40223 E-mail: cljenkins@charterfoods.net

Application fees

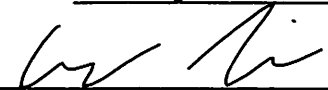
X \$50.00 Application fee per variance, plus a \$5.00 processing fee

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: Corey Jenkins

Owner Signature:  Date: 10/18/2024

Jonay Moffett is the authorized agent

Authorized Agent Signature:  Date: 10/21/2024

Authorized Agent Printed Name: Jonay Moffett

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Tuesday, October 8, 2024 2:11 PM
To: 'Eliana Benedick'
Cc: Justin Chamberlain; Jonay Moffett
Subject: RE: Subdivision Review Resubmittal (23-115)

Good Afternoon

Your revisions look correct you just need to add in the numbers to Plat Note 12 as they appear in your drainage report. Once you get the cross access agreement you can submit your subdivision platting packet to include the following

- Subdivision platting application
- \$355.00 application fee
- 12 sets of plats
- Cross access Agreement
- \$100.00 fire review fee
- Up to date or approved drainage report
- Variance application for right of way dedication
- \$55.00 variance application 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: Eliana Benedick <elianab@lis-ae.com>
Sent: Tuesday, October 8, 2024 1:38 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: Justin Chamberlain <justinc@lis-ae.com>; Jonay Moffett <jonaym@lis-ae.com>
Subject: Re: Subdivision Review Resubmittal (23-115)

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.

Please see our revised Plat as well as the response to the comments.

We are working on the variance request form you sent, once we have it completed we can send it to you.

For the cross access agreement, the owner is working on gathering this, once we have it we can send it to you.

Please let us know if you require anything else from us at this time.

Thank you,

Eliana Benedick

Administrative Assistant

-LIS-

Architecture - Engineering - Construction Management

Central Florida Location:

2572 West State Road 426 Suite 2064

Oviedo, FL 32765

Tel: (321) 244-0402, ext 516 Fax: (321) 244-9419

From: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Sent: Monday, October 7, 2024 12:16 PM
To: Eliana Benedick <elianab@lis-ae.com>
Cc: Justin Chamberlain <justinc@lis-ae.com>; Jonay Moffett <jonaym@lis-ae.com>
Subject: RE: Subdivision Review Resubmittal (23-115)

Good morning,

I have attached the variance request that you will need to submit for the right-of-way dedication as you were required to dedicate 10' and only the Commission can grant the waiver.

Also have you heard back from the owner on the cross access agreement with Church.

I also notice that our Engineering did not request the plat note below but it really does need to be include:

Add plat note: Drainage: In accordance with the Hidalgo County Drainage District No. 1 and City of Weslaco requirements, this development will be required to detain a total of _____ cubic feet (_____ acre-feet) of storm water runoff. Drainage detention in accordance with the local requirements will be accomplished as follows: The developer shall be responsible to detain and accommodate more than the detained volume shown above if it determines at the development permit stage that the detention requirements are greater than stated above due to the impervious area being greater than the engineer considered for his calculation of this subdivision.

Planning review:

Update plat note 11: A 5ft. sidewalk is required along all exterior streets upon the issuance of a building permit.

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Monday, October 7, 2024 11:16 AM
To: Eliana Benedick
Cc: Justin Chamberlain; Jonay Moffett
Subject: RE: Subdivision Review Resubmittal (23-115)
Attachments: Subdivision Variance Request Application.pdf

Good morning,

I have attached the variance request that you will need to submit for the right-of-way dedication as you were required to dedicate 10' and only the Commission can grant the waiver.

Also have you heard back from the owner on the cross access agreement with Church.

I also notice that our Engineering did not request the plat note below but it really does need to be include:

Add plat note: Drainage: In accordance with the Hidalgo County Drainage District No. 1 and City of Weslaco requirements, this development will be required to detain a total of _____ cubic feet (_____ acre-feet) of storm water runoff. Drainage detention in accordance with the local requirements will be accomplished as follows: The developer shall be responsible to detain and accommodate more than the detained volume shown above if it determines at the development permit stage that the detention requirements are greater than stated above due to the impervious area being greater than the engineer considered for his calculation of this subdivision.

Planning review:

Update plat note 11: A 5ft. sidewalk is required along all exterior streets upon the issuance of a building permit.

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: Eliana Benedick <elianab@lis-ae.com>
Sent: Tuesday, September 24, 2024 2:06 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: Justin Chamberlain <justinc@lis-ae.com>; Jonay Moffett <jonaym@lis-ae.com>
Subject: Re: Subdivision Review Resubmittal (23-115)

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,

Please see the revised Plat as well as the Response to Comments for the Plat.

Please let me know if you have any questions.

Thank you,

Eliana Benedick

Administrative Assistant

-LIS-

Architecture - Engineering - Construction Management

Central Florida Location:

2572 West State Road 426 Suite 2064

Oviedo, FL 32765

Tel: (321) 244-0402, ext 516 Fax: (321) 244-9419

From: Eliana Benedick <elianab@lis-ae.com>

Sent: Monday, September 16, 2024 10:26 AM

To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>

Cc: Justin Chamberlain <justinc@lis-ae.com>; Jonay Moffett <jonaym@lis-ae.com>

Subject: Re: Subdivision Review Resubmittal (23-115)

Thank you for letting us know that the drainage report is accepted.

We should be able to submit the response to the plat comments as well as the updated plat to you hopefully this week.

Thank you,

Eliana Benedick

Administrative Assistant

-LIS-

Architecture - Engineering - Construction Management

Central Florida Location:



PLAN CORRECTIONS REPORT PAR-000632-2024 FOR CITY OF WESLACO

PLAN ADDRESS: W380000-West Tract- Swl/Neighborhood: Swlbus83
Weslaco, TX 78596

PARCEL:

APPLICATION DATE: 05/03/2024 **SQUARE FEET:** 0.00 **DESCRIPTION:** W380000-WEST TRACT- SWL /NEIGHBORHOOD
EXPIRATION DATE: 05/03/2025 **VALUATION:** \$0.00 SWLBUS83

CONTACTS	Name	Company	Address
Engineer		ROBERT WAYNE CASE	21430 Palm Beach Blvd Alva, FL 33920
Owner		LOJON PROPERTY 71 LLC	10350 Ormsby Park Place , 300 Louisville, KY 40223

Pre-Application Subdivision Review

REVIEW ITEM	STATUS	REVIEWER
Building Review - Planning v.1 Building Review - Planning	Requires Re-submit	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
Fire Review v.1 Review by the fire department	Approved with Comments	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
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	Approved with Comments	Marcelo Cosme Ph: 956-973-3146 email: mcosme@weslacotx.gov

PLAN CORRECTIONS REPORT (PAR-000632-2024)

CONDITION(S) General Condition - Planning revisions required

Comment: 1. add plat note: Finished Floor Elevations established must be higher than _____ or 18" above top of curb or center line of street, whichever is greater, measured from the center of the lot.
2. add plat note: Identify benchmark on plat
3. add plat note: Adjacent properties must be identified on all sides. Missing North Side.
4. add plat note: Streetlight must be located every 300 feet
5. Include all appropriate signature lines. (mayor, P&Z, irrigation, drainage, owner, engineer, surveyor, filed for record, hidalgo county)
6. Identify utility easements.
7. Right-of-way dedications must be in compliance with Hidalgo County and city of Weslaco thoroughfare map.
8. Identify drainage on plat
add plat note: All drainage easements shall be private within the property lines and maintained by property owners/HOA.
add plat note: Drainage Outparcels cannot be re-subdivided for future development
9. Add plat note: No permanent structures are permitted over any easements. Easements shall be kept clear of buildings, sheds, shrubs, trees and other plantings (except low, less an 18" mature heights, ground cover, grass or flowers) and other obstructions that would interfere with the operations and maintenance of the easement
10. add plat note:
Minimum Building Setback lines shall be as follows:
Front: _____ ft.
Rear:
Side:
11. add plat note: A 5ft. sidewalk is required along exterior perimeter upon the issuance of a notice to proceed.
12. Landscaping is required per city ordinance.
13. If private add the following:
The developer's dedicatory language on the plat shall read as follows: "I, the undersigned, owner of the land shown on this plat, and designated as (the name of the subdivision), do hereby grant an easement to the City of Weslaco and those who may now or hereafter hold franchise under said city, the use of the streets, alleys, and easements thereon shown, surface use of the streets and alleys is restricted to the employees or agents of the City of Weslaco, employees of utilities operating under franchise to the City of Weslaco, residents of the subdivision, and their guests."
Plat notes shall be required on the plat to be as follows:
Plat note: All private streets, inclusive of median islands and any sentry shelters, plus any accompanying storm drainage, street lighting, and/or sidewalks, shall be privately maintained by the homeowner's association. Also, all perimeter walls and fences shall be under the ownership and the exclusive responsibility of the homeowner's association for the purposes of enclosed privacy, security, and repair.
Plat note: After the recording of the plat's conditions, covenants, and restrictions (CCRs) to thus assure maintenance of common areas and median islands, etc., a building permit application may be filed with the City of Weslaco for any proposed gated entry mechanisms whereafter it shall be reviewed for approval or disapproval by the city including the fire marshal's office. In no case shall gate(s) be installed where a building permit has not been issued.
Plat note: The homeowner's association and/or every lot owner shall hold the City of Weslaco, Texas, harmless and indemnify said city from any and all liability and alleged claims relating to said private streets. The lot owners shall be responsible for the costs to maintain the private streets, accompanying storm drainage, private sidewalks, private street lighting, and any other private improvement in the private street area.
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. 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.

General Condition - Building Revisions Required

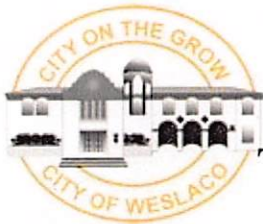
Comment: 1-Need to provide common access agreement for south driveway exiting through adjacent property

Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench - Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.

Comment: General Note

General Condition - Engineering revisions required

Comment: 1. engineer must submit drainage reports in accordance with requirements emailed over by Albert Aldana



**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: W380000 - WEST TRACT - SWL
Location: 1201 W. State Hwy 83 Weslaco, TX 78596
Applicant: Jonay Moffett ☐ Owner ☒ Agent
Address: 2572 W. State Rd 426, Ste 2064 Oviedo, FL 32765 Phone Number: 321-244-0402

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			
994	Fast-food restaurant with drive-thru	0.45	2,190	1	N/A	33.03	333

Comments: N/A
Prepared by: Jonay Moffett Date: _____
Address: 2572 W. State Rd 426 Ste 2064, Oviedo, FL 32765 Phone Number: 321-244-0402

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

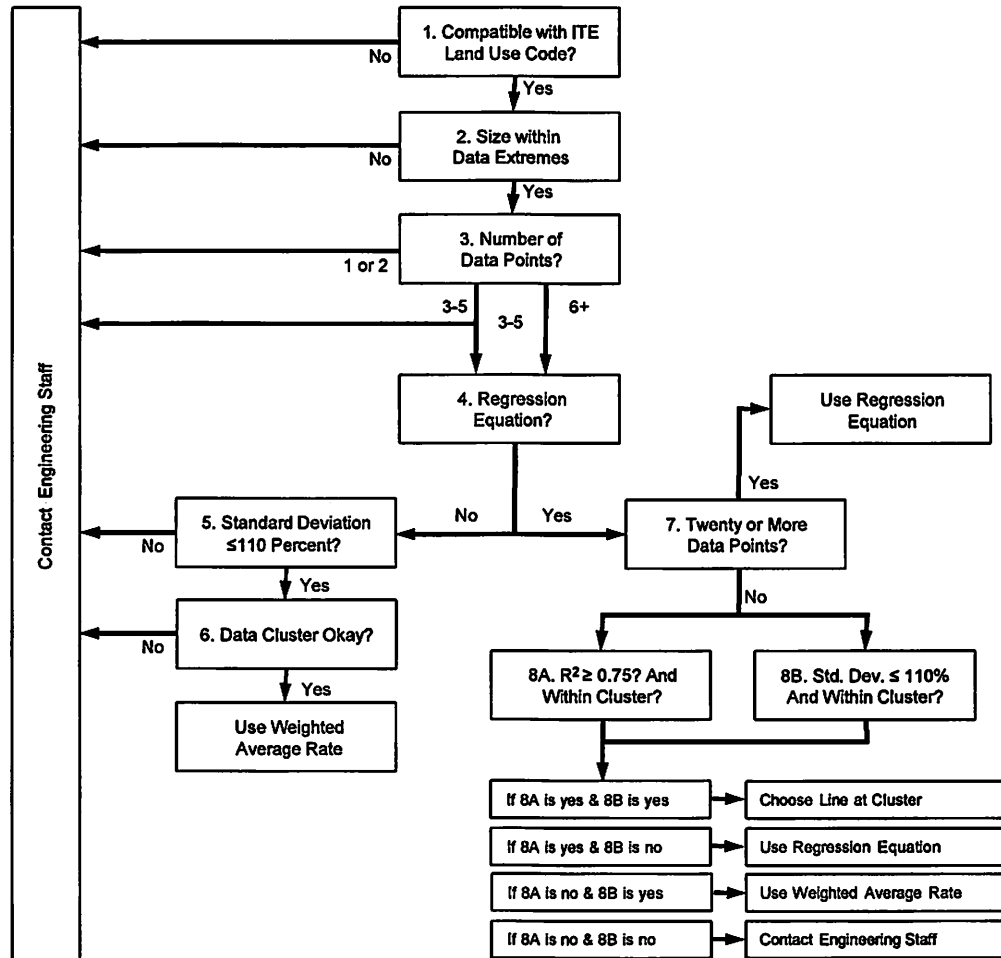
_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ 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#: _____

Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations



From ITE Trip Generation Handbook

City of Weslaco
Engineering Division
255 S. Kansas Ave
Weslaco, TX 78596
(956)
(956) 973-3128 (fax)

**PROPOSED
LONG JOHN SILVER'S
1201 W. STATE HWY 83**

Weslaco, Hidalgo County, Texas

DRAINAGE REPORT

Prepared For:

**Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78541**

Prepared By:



Reg. No. F-10602

**SAM Engineering & Surveying
200 S. 10St, Ste. 1500
McAllen, TX 78501
Tel 956.702.8880; Fax 956.702.8883**

OCTOBER 2024



**10/23/2024
REV. 1**

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1. PROJECT DESCRIPTION

A. Site Summary

Long John Silver's 1201 W. State Hwy 83 is situated in City of Weslaco, Hidalgo County, Texas. This drainage statement is being prepared for Long John Silver's (Property ID: 324025) consisting of 0.45-acres of land out of Farm Tract 1502, West Tract Subdivision, Hidalgo County, Texas. The property is located approximately 1,200 feet to the west from the intersection of Border Avenue and Business Highway 83, on the south right-of-way of Business Highway 83. The project is being evaluated to meet the County of Hidalgo requirements as per HCDD No. 1 and City of Weslaco drainage guidelines. See attached project location map and USGS Topographic map.

B. Flood Plain

The property, in its entirety lies within Zone "B", according to FEMA's Flood Insurance Rate Map, Community-Panel Number 480349 0005 B.

- Zone "B", Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)

See attached FEMA Firm Map with project location and community panel for reference.

C. Soil Conditions

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Services, the site, in its entirety, consists of Hidalgo-Urban land complex, 0 to 1 percent slopes. Hidalgo-Urban land complex is classified as a well-drained soil with negligible runoff potential and is in hydrologic group "B". See attached USDA soil map, legend, symbol, classification descriptions and properties.

2. SITE DRAINAGE ANALYSIS

A. Existing Conditions

The existing subject site is currently 0.45-acres of developed land being mostly impervious with an existing building, concrete parking lot and some green space within the property. Based on a field obtained topographic survey, existing on-site runoff is sheet flowed north onto U.S. Business Highway No. 83 and then flows downstream along U.S. Business Highway No. 83 existing curb and gutter approximately ± 174 feet west onto an existing TxDOT curb inlet. The composite runoff coefficient utilized for drainage calculations on the existing developed Long John Silver's site is calculated to be 0.87.

- Runoff experiences overland flow in a north direction at a slope of approximately 0.40%, then shallow concentrated flow at a slope of 0.40% in a north direction.

In accordance with City of Weslaco and HCDD No. 1 drainage policies, the modified rational method was utilized to calculate the existing 10-year frequency storm event pre-development peak rate of runoff. As seen in the "Drainage Calculations" the total contributing 10-year pre-development storm water rate of runoff from this site is approximately **2.86 CFS**.

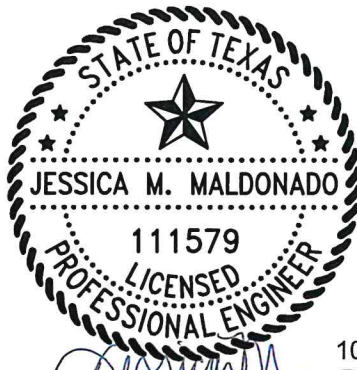


B. Proposed Conditions

The proposed subject site that was evaluated from the Site Civil Construction Plans by others, show that this will remain a 0.45-acres of developed land with a reduction of impervious acreage consisting of less pavement and a smaller building, resulting on the site having an increase of green space. Hydraulic calculations for the proposed conditions are included in the 'Drainage Calculations' section of this report and utilize the Rational Method to determine the runoff generated for a 50-year storm event under the proposed conditions. For this analysis the composite runoff coefficient has slightly decreased, being 0.78, due to a decrease of impervious land and an increase of green space. The property is anticipated to have a post-development peak runoff calculated for a 50-year storm event of **3.61 CFS**, an increase of **0.75 CFS** from the existing 10-year storm runoff conditions. The required onsite detention will be provided with a detention pond that releases runoff at the pre-development rate of **2.86 CFS** to an existing 42-inch RCP drainage line on the south right of way of U.S. Business Highway No. 83, either at the development stage or building permit stage.

C. Conclusion

As seen on the "Drainage Calculations" section of this report when comparing the 10-Year Pre-Development runoff and the 50-Year Post-Development runoff, a Detention Requirement of **1,535 CF (0.035 AC-FT)** is shown. This corresponds to the minimal increase of storm water runoff between the 50-year and 10-year storm of 0.75 CFS. The post-development required runoff storage volume will be held within a proposed detention area to be designed and constructed either at the development stage or building permit stage. Post-development runoff shall be detained and discharge at the calculated pre-development runoff rate of 2.86 CFS. There is an existing 42-inch RCP drainage line on the south right of way of U.S. Business Highway No. 83 and an existing TXDOT curb inlet located ± 174 linear feet west of site with a rim elevation of 83.67 feet and flow line elevation of 80.16 feet that may be used as a discharge system, in which a TxDOT permit will be acquired.

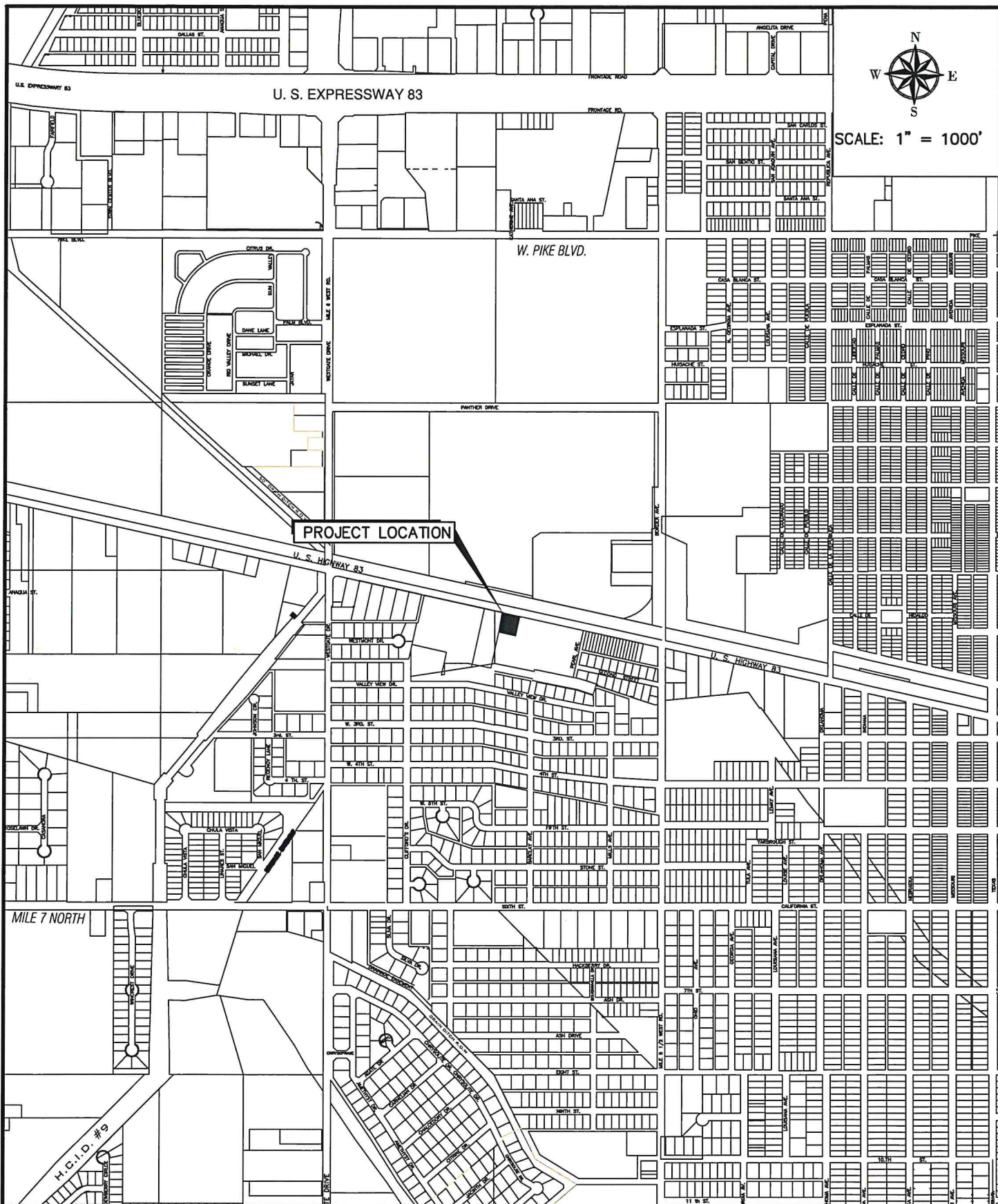


Jessica M. Maldonado, PE
Firm Reg. No. F-10602

10/23/2024
REV. 1

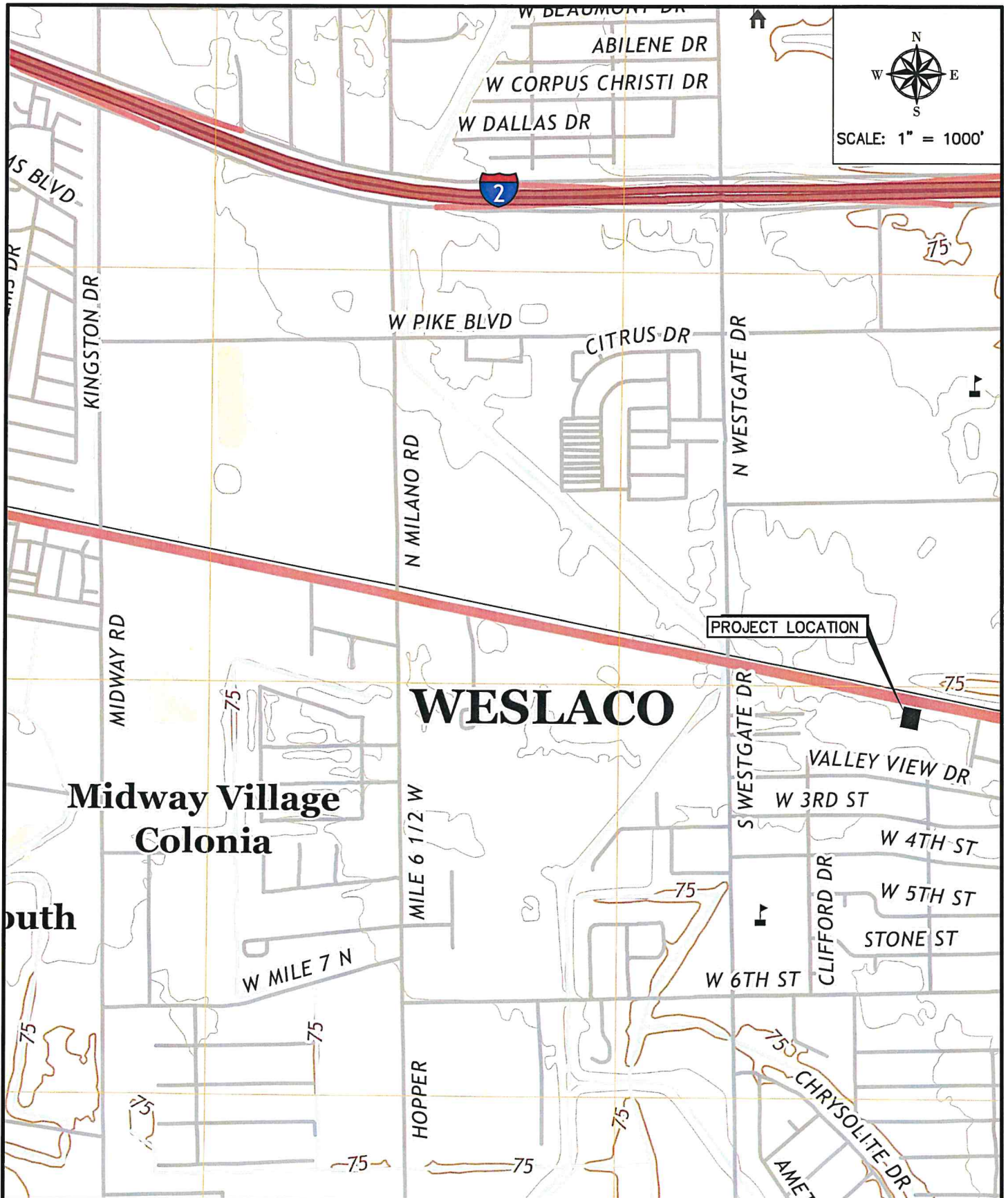


Maps



VICINITY MAP
SCALE: 1"= 1000'

SAM Engineering & Surveying
 200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880
 MCALLEN, TEXAS 78501 FAX: (956) 702-8883
 SURVEY FIRM REG. No. 101416-00



USGS TOPOGRAPHICAL MAP

	SAM Engineering & Surveying	
	200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880	
	MCALLEN, TEXAS 78501 FAX: (956) 702-8883	
	SURVEY FIRM REG. No. 101416-00	



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

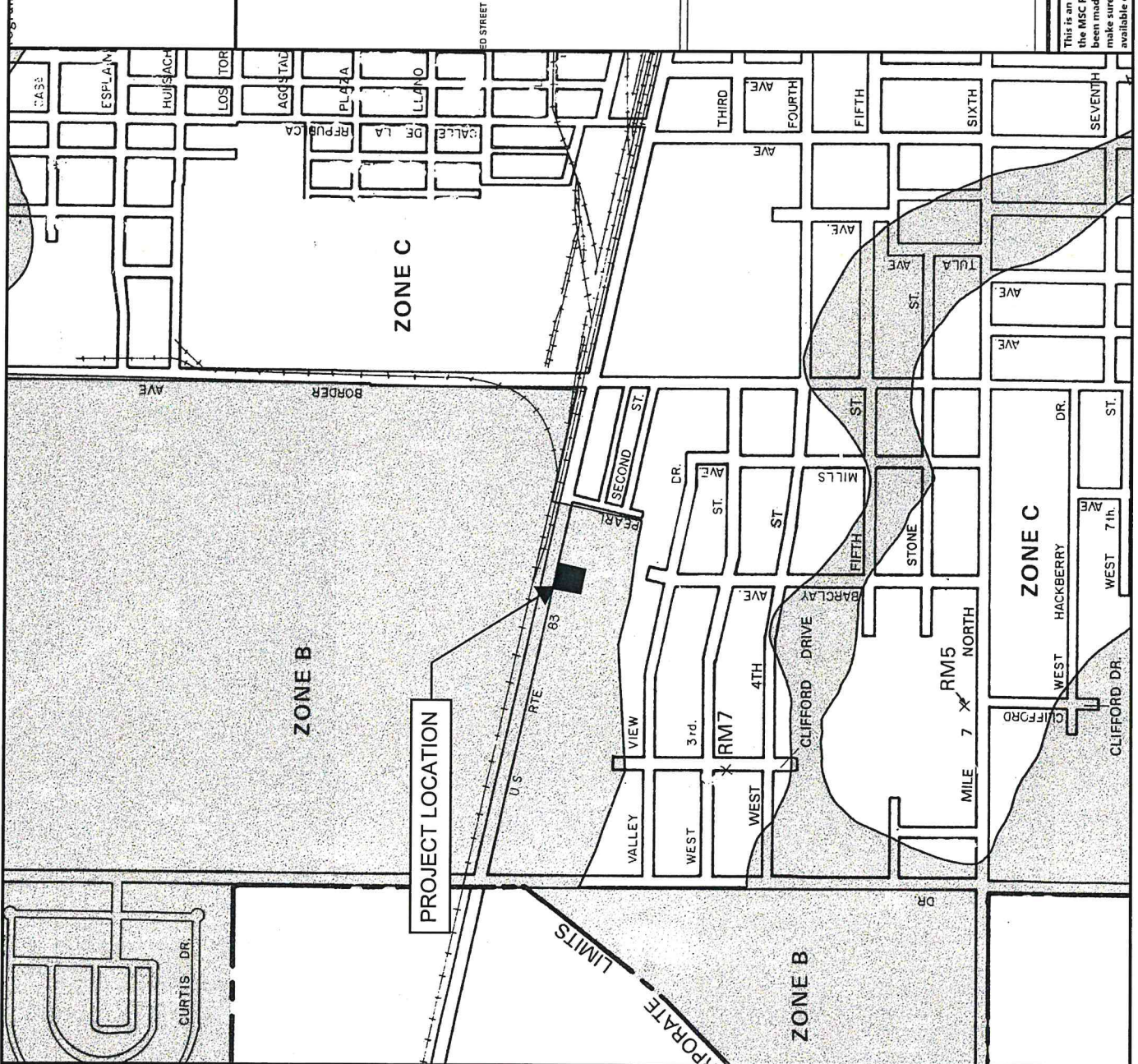
COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



KEY TO MAP

- 500-Year Flood Boundary
- 100-Year Flood Boundary
- Zone Designations* With Date of Identification e.g., 12/2/74
- 100-Year Flood Boundary
- 500-Year Flood Boundary

Base Flood Elevation Line
With Elevation In Feet**

Base Flood Elevation in Feet
Where Uniform Within Zone**

Elevation Reference Mark

River Mile

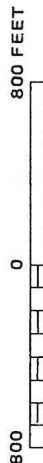
**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



Drainage Calculations

DRAINAGE AREA CALCULATIONS

LONG JOHN SILVER'S

Pre-Development Stormwater Runoff Computation

10-Year Frequency

(1) Composite Runoff Coefficient

Source: Table 3-1, FHA Urban Drainage Design Manual, Rev. 2009)

$$C_{\text{COMP}} = \frac{(C \times A)_{\text{LAWN}} + (C \times A)_{\text{ASPH}} + (C \times A)_{\text{ROOF}}}{\Sigma (\text{TOTAL AREA})}$$

C = 0.20 Lawn/ Grass Area

C = 0.95 Asphalt/Concrete

C = 0.95 Roofs

(2) Time of Concentration

$$T_{\text{C, TOTAL}} = T_{\text{C, OVERLAND}} + T_{\text{C, SHALLOW}} + T_{\text{C, PIPE}}$$

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2^{0.5})(S^{0.4})} \times 60 \quad \text{for Overland Flow}$$

$$T_c = \frac{L}{60V} \quad V = K_u k S_p^{1/2} \quad \text{for Shallow Concentrated Flow \& Channels}$$

Overland Flow:

Length :	100.0 feet	(100 ft max)
n:	0.013 (Paved)	Source: Table 4-6, TXDOT Hydraulic Design Manual
P ₂ :	3.65 in. (NOAA PFDS)	
s:	0.0040 ft/ft	
T _{C, OVERLAND} =	2.5 min.	

Shallow Concentrated Flow:

Length :	60.0 feet	
K _u :	3.28 (Empirical Coefficient, English units)	
k (intercept coef) :	0.619 (Paved - Shallow Concentrated Flow)	
S _p (slope):	0.40 %	
V (velocity) :	1.28 feet/sec	
T _{C, SHALLOW 1} =	0.8 min.	
T _{C, TOTAL} =	3.2 min.	(10 min. minimum)

DRAINAGE AREA CALCULATIONS
LONG JOHN SILVER'S
Pre-Development Stormwater Runoff Computation
10-Year Frequency

(3) Rainfall Intensity

Source: TxDOT Rainfall Intensity-Duration-Frequency Coefficients
for Texas (Hidalgo County)

$$i = \frac{b}{(T_c + d)^e}$$

Year	b	d	e
10	92.23	12.60	0.8123
50	123.47	12.86	0.7952

Intensity, i = 7.33 in/hr

(4) Discharge

$$Q = C i A$$

Lot I.D.	Areas (Acres)			Total Area (acres)	Composite ⁽¹⁾ Runoff Coef.	Tc ⁽²⁾ (min)	Intensity ⁽³⁾ (in/hr)	Discharge, Q ⁽⁴⁾ (cfs)
	Lawn/Grass Area	Asphalt/ Concrete	Roofs					
	0.05	0.34	0.06	0.45	0.87	10.0	7.33	2.86
Total =								2.86



10/23/2024
REV. 1

Jessica M. Maldonado, P.E.
Firm Reg. No. F-10602

DRAINAGE AREA CALCULATIONS
LONG JOHN SILVER'S
Post-Development Stormwater Runoff Computation
50-Year Frequency

(1) Composite Runoff Coefficient (As per Table 3-1, FHA Urban Drainage Design Manual, Rev. 2009)

$$C_{\text{COMP}} = \frac{(CxA)_{\text{LAWN}} + (CxA)_{\text{ASPH}} + (CxA)_{\text{ROOF}}}{\Sigma (\text{TOTAL AREA})}$$

C = 0.20 Lawn/Grass Area
 C = 0.95 Asphalt /Concrete
 C = 0.95 Roofs

(2) Time of Concentration

$$T_{\text{C, TOTAL}} = T_{\text{C, OVERLAND}} + T_{\text{C, SHALLOW}} + T_{\text{C, PIPE}}$$

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2^{0.5})(s^{0.4})} \times 60$$

for Overland Flow

$$T_c = \frac{L}{60V} \quad V = K_u k S_p^{1/2}$$

for Shallow Concentrated Flow & Channels

Overland Flow:

Length :	100.0 feet	(100 ft max)
n:	0.013 (Paved)	Source: Table 4-6, TXDOT Hydraulic Design Manual
P ₂ :	3.65 in. (NOAA PFDS)	
s:	0.0040 ft/ft	
T _{C, OVERLAND} =	2.5 min.	

Shallow Concentrated Flow:

Length :	60.0 feet
K _u :	3.28 (Empirical Coefficient, English units)
k (intercept coef) :	0.619 (Paved - Shallow Concentrated Flow)
S _p (slope):	0.40 %
V (velocity) :	1.28 feet/sec
T _{C, SHALLOW 1} =	0.8 min.

$$T_{\text{C, TOTAL}} = 3.2 \text{ min.} \quad (10 \text{ min. minimum})$$

DRAINAGE AREA CALCULATIONS
LONG JOHN SILVER'S
Post-Development Stormwater Runoff Computation
50-Year Frequency

(3) Rainfall Intensity

Source: TxDOT Rainfall Intensity-Duration-Frequency
Coefficients for Texas (Hidalgo County)

$$i = \frac{b}{(T_c + d)^e}$$

Year	b	d	e
10	92.23	12.6024	0.8123
50	123.47	12.8577	0.7952

Intensity, i = 10.25 in/hr

(4) Discharge

$$Q = C i A$$

Lot I.D.	Areas (Acres)			Total Area (acres)	Composite ⁽¹⁾ Runoff Coef.	Tc ⁽²⁾ (min)	Intensity ⁽³⁾ (in/hr)	Discharge, Q ⁽⁴⁾ (cfs)
	Lawn/Grass Area	Asphalt/ Concrete	Roofs					
	0.10	0.30	0.05	0.45	0.78	10.0	10.25	3.61
Total =								3.61



10/23/2024
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Firm Reg. No. F-10602

**DETENTION STORAGE REQUIREMENTS
FOR DRAINAGE AREA
LONG JOHN SILVER'S**

m (min)	I (50) (in/hr)	Q(in) (cfs)	Vol(in) (cf)	Q (out) (cfs)	V (out) (cf)	Storage (cf)	Storage (Ac.-ft.)
10	10.25	3.61	2,169	2.86	857	1,311	0.030
11	9.91	3.49	2,306	2.86	943	1,363	0.031
12	9.59	3.38	2,434	2.86	1,029	1,406	0.032
13	9.30	3.28	2,556	2.86	1,114	1,441	0.033
14	9.02	3.18	2,671	2.86	1,200	1,470	0.034
15	8.76	3.09	2,779	2.86	1,286	1,493	0.034
16	8.52	3.00	2,883	2.86	1,372	1,511	0.035
17	8.29	2.92	2,981	2.86	1,457	1,524	0.035
18	8.08	2.85	3,075	2.86	1,543	1,532	0.035
19	7.87	2.78	3,164	2.86	1,629	1,535	0.035
20	7.68	2.71	3,250	2.86	1,715	1,535	0.035
21	7.50	2.64	3,332	2.86	1,800	1,532	0.035
22	7.33	2.58	3,411	2.86	1,886	1,525	0.035
23	7.17	2.53	3,487	2.86	1,972	1,515	0.035
24	7.01	2.47	3,559	2.86	2,057	1,502	0.034
25	6.86	2.42	3,630	2.86	2,143	1,486	0.034
26	6.72	2.37	3,697	2.86	2,229	1,468	0.034
27	6.59	2.32	3,763	2.86	2,315	1,448	0.033
28	6.46	2.28	3,826	2.86	2,400	1,426	0.033
29	6.34	2.23	3,887	2.86	2,486	1,401	0.032
30	6.22	2.19	3,946	2.86	2,572	1,375	0.032
31	6.11	2.15	4,004	2.86	2,658	1,346	0.031
32	6.00	2.11	4,060	2.86	2,743	1,316	0.030
33	5.89	2.08	4,114	2.86	2,829	1,285	0.029
34	5.79	2.04	4,166	2.86	2,915	1,252	0.029
35	5.70	2.01	4,217	2.86	3,000	1,217	0.028
36	5.60	1.98	4,267	2.86	3,086	1,181	0.027

Total on-site detention required is:

**1,535 CF
0.035 AC-FT**



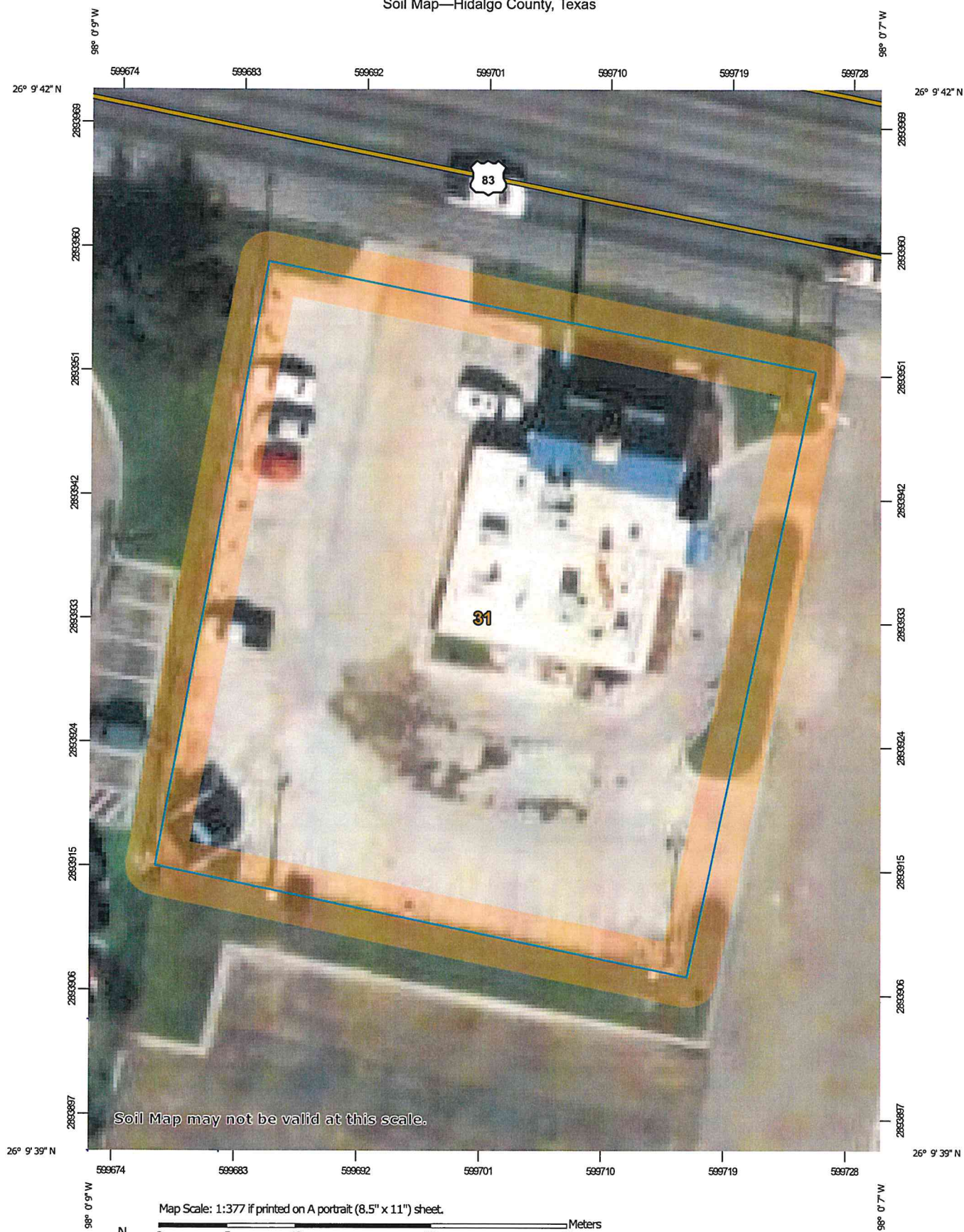
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Firm Reg. No. F-10602



Soil Properties

Soil Map—Hidalgo County, Texas



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

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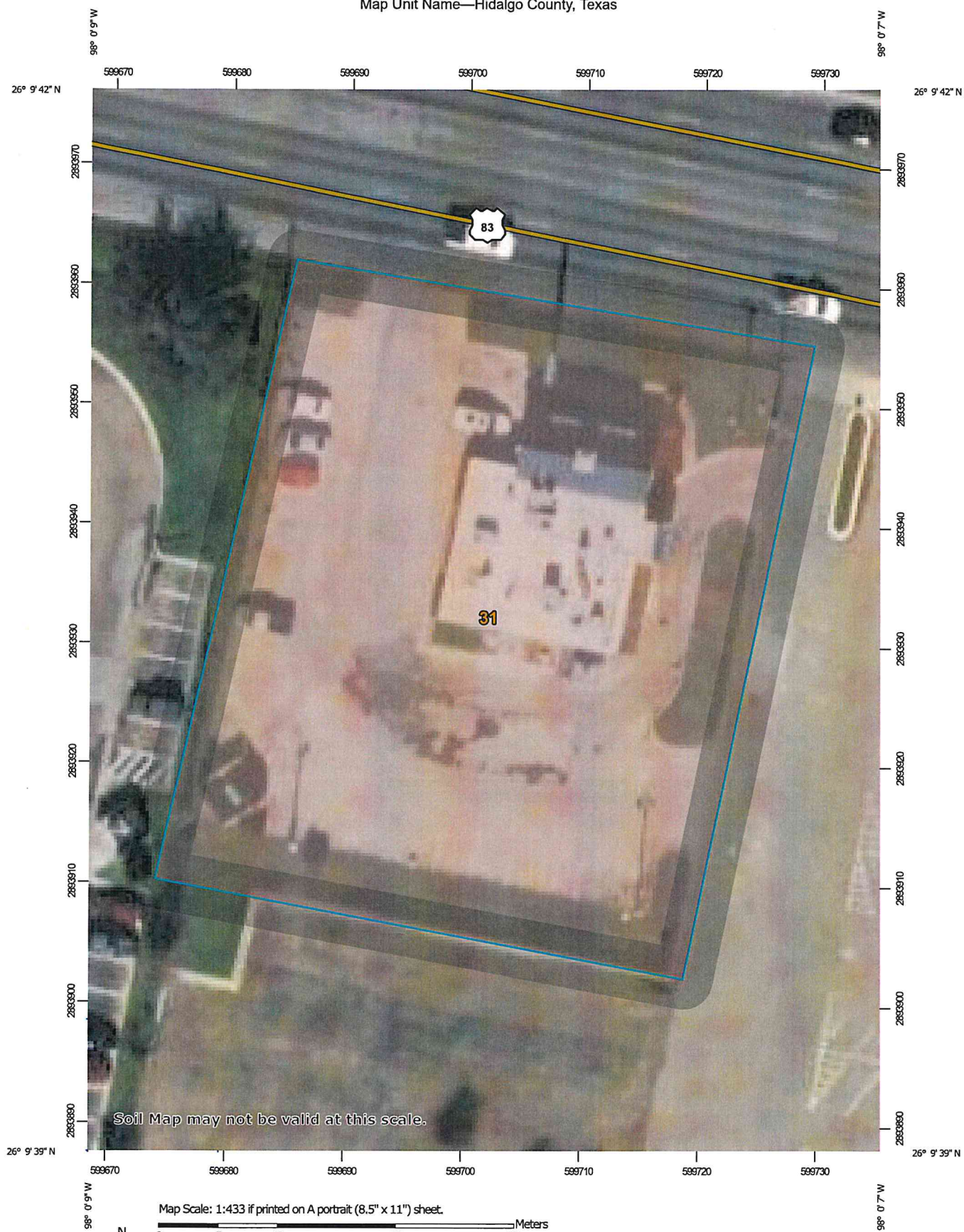
MAP LEGEND

Area of Interest (AOI)		Area of Interest (AOI)		Spoil Area
Soils		Soil Map Unit Polygons		Stony Spot
		Soil Map Unit Lines		Very Stony Spot
		Soil Map Unit Points		Wet Spot
Special Point Features		Water Features		Other
		Streams and Canals		Special Line Features
		Transportation		
		Rails		
		Interstate Highways		
		US Routes		
		Major Roads		
		Local Roads		
		Background		
		Aerial Photography		
				
				
				
				
				
				
				

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	0.5	100.0%
Totals for Area of Interest		0.5	100.0%

Map Unit Name—Hidalgo County, Texas



Map Scale: 1:433 if printed on A portrait (8.5" x 11") sheet.

0 5 10 20 30 Meters

0 20 40 80 120 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

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MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Soils**
Soil Rating Polygons
 Hidalgo-Urban land complex, 0 to 1 percent slopes
 Not rated or not available
- Soil Rating Lines**
 Hidalgo-Urban land complex, 0 to 1 percent slopes
 Not rated or not available
- Soil Rating Points**
 Hidalgo-Urban land complex, 0 to 1 percent slopes
 Not rated or not available
- Water Features**
 Streams and Canals
- Transportation**
 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads
- Background**
 Aerial Photography

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 Name

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	Hidalgo-Urban land complex, 0 to 1 percent slopes	0.6	100.0%
Totals for Area of Interest			0.6	100.0%

Description

A soil map unit is a collection of soil areas or nonsoil areas (miscellaneous areas) delineated in a soil survey. Each map unit is given a name that uniquely identifies the unit in a particular soil survey area.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Physical Soil Properties

This table shows estimates of some physical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

Depth to the upper and lower boundaries of each layer is indicated.

Particle size is the effective diameter of a soil particle as measured by sedimentation, sieving, or micrometric methods. Particle sizes are expressed as classes with specific effective diameter class limits. The broad classes are sand, silt, and clay, ranging from the larger to the smaller.

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In this table, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In this table, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this table, the estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

Moist bulk density is the weight of soil (oven-dry) per unit volume. Volume is measured when the soil is at field moisture capacity, that is, the moisture content at 1/3- or 1/10-bar (33kPa or 10kPa) moisture tension. Weight is determined after the soil is dried at 105 degrees C. In the table, the estimated moist bulk density of each soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute linear extensibility, shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. Depending on soil texture, a bulk density of more than 1.4 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates in the table are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity (Ksat) is considered in the design of soil drainage systems and septic tank absorption fields.

Available water capacity refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

Linear extensibility refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change between the water content of the clod at 1/3- or 1/10-bar tension (33kPa or 10kPa tension) and oven dryness. The volume change is reported in the table as percent change for the whole soil. The amount and type of clay minerals in the soil influence volume change.

Linear extensibility is used to determine the shrink-swell potential of soils. The shrink-swell potential is low if the soil has a linear extensibility of less than 3 percent; moderate if 3 to 6 percent; high if 6 to 9 percent; and very high if more than 9 percent. If the linear extensibility is more than 3, shrinking and swelling can cause damage to buildings, roads, and other structures and to plant roots. Special design commonly is needed.

Organic matter is the plant and animal residue in the soil at various stages of decomposition. In this table, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained by returning crop residue to the soil.

Organic matter has a positive effect on available water capacity, water infiltration, soil organism activity, and tilth. It is a source of nitrogen and other nutrients for crops and soil organisms.

Erosion factors are shown in the table as the K factor (Kw and Kf) and the T factor. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and Ksat. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

Erosion factor Kw indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Erosion factor Kf indicates the erodibility of the fine-earth fraction, or the material less than 2 millimeters in size.

Erosion factor T is an estimate of the maximum average annual rate of soil erosion by wind and/or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

Wind erodibility groups are made up of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible. The groups are described in the "National Soil Survey Handbook."

Wind erodibility index is a numerical value indicating the susceptibility of soil to wind erosion, or the tons per acre per year that can be expected to be lost to wind erosion. There is a close correlation between wind erosion and the texture of the surface layer, the size and durability of surface clods, rock fragments, organic matter, and a calcareous reaction. Soil moisture and frozen soil layers also influence wind erosion.

Reference:

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. (<http://soils.usda.gov>)

Report—Physical Soil Properties

Physical Soil Properties—Hidalgo County, Texas														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/In	Pct	Pct					
31—Hidalgo-Urban land complex, 0 to 1 percent slopes														
Hidalgo	0-17	45-55- 70	5-18- 28	20-27- 30	1.35-1.65	4.00-14.00	0.10-0.18	1.5-5.0	1.0-2.0	.17	.17	5	5	56
	17-28	25-48- 70	10-25- 50	23-27- 35	1.20-1.50	4.00-14.00	0.10-0.18	1.2-5.0	0.3-1.0	.28	.28			
	28-38	25-35- 70	10-35- 50	23-30- 35	1.20-1.60	4.00-14.00	0.10-0.18	1.2-5.9	0.1-0.5	.32	.32			
	38-80	25-30- 70	10-40- 50	23-30- 35	1.40-1.80	4.00-14.00	0.10-0.18	1.0-5.0	0.1-0.3	.32	.32			
Urban land	—	—	—	—	—	—	—	—	—				8	0

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

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>
31—Hidalgo-Urban land complex, 0 to 1 percent slopes														
Hidalgo	65	B	0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Clay loam, sandy clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22

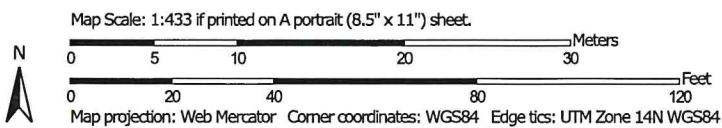
Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

Liquid Limit—Hidalgo County, Texas



Soil Map may not be valid at this scale.



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/6/2024
Page 1 of 3

MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Soils**
Soil Rating Polygons
 = 35.9
 Not rated or not available
- Soil Rating Lines**
 = 35.9
 Not rated or not available
- Soil Rating Points**
 = 35.9
 Not rated or not available
- Water Features**
 Streams and Canals
- Transportation**
 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads
- Background**
 Aerial Photography

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.

Liquid Limit

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	35.9	0.6	100.0%
Totals for Area of Interest			0.6	100.0%

Description

Liquid limit (LL) is one of the standard Atterberg limits used to indicate the plasticity characteristics of a soil. It is the water content, on a percent by weight basis, of the soil (passing #40 sieve) at which the soil changes from a plastic to a liquid state. Generally, the amount of clay- and silt-size particles, the organic matter content, and the type of minerals determine the liquid limit. Soils that have a high liquid limit have the capacity to hold a lot of water while maintaining a plastic or semisolid state.

Liquid limit is used in classifying soils in the Unified and AASHTO classification systems.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: percent

Aggregation Method: Dominant Component

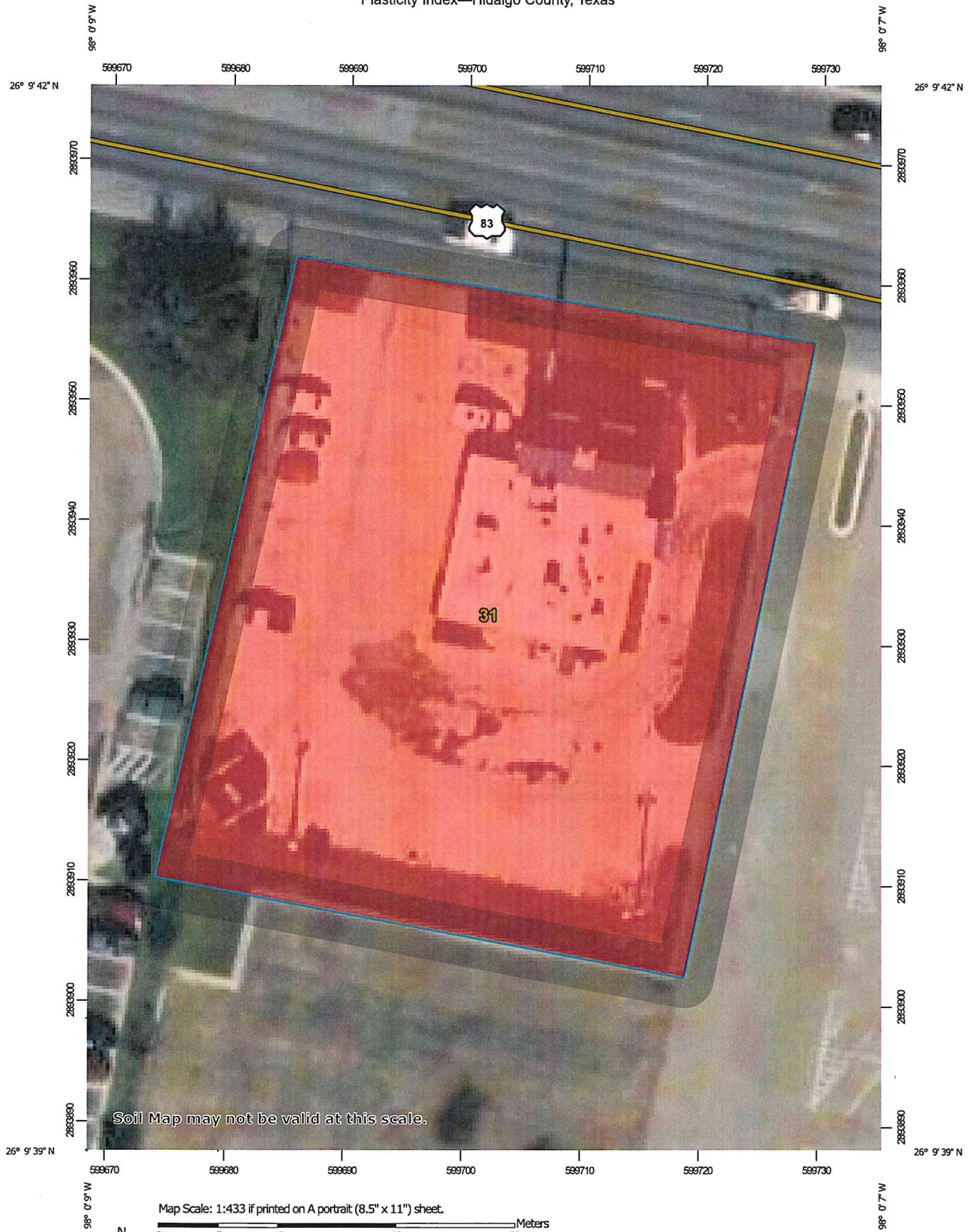
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

Plasticity Index—Hidalgo County, Texas



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/6/2024
Page 1 of 3

MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Soils**
Soil Rating Polygons
 = 16.6
 Not rated or not available
- Soil Rating Lines**
 = 16.6
 Not rated or not available
- Soil Rating Points**
 = 16.6
 Not rated or not available
- Water Features**
 Streams and Canals
- Transportation**
 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads
- Background**
 Aerial Photography

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.

Plasticity Index

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	16.6	0.6	100.0%
Totals for Area of Interest			0.6	100.0%

Description

Plasticity index (PI) is one of the standard Atterberg limits used to indicate the plasticity characteristics of a soil. It is defined as the numerical difference between the liquid limit and plastic limit of the soil. It is the range of water content in which a soil exhibits the characteristics of a plastic solid.

The plastic limit is the water content that corresponds to an arbitrary limit between the plastic and semisolid states of a soil. The liquid limit is the water content, on a percent by weight basis, of the soil (passing #40 sieve) at which the soil changes from a plastic to a liquid state.

Soils that have a high plasticity index have a wide range of moisture content in which the soil performs as a plastic material. Highly and moderately plastic clays have large PI values. Plasticity index is used in classifying soils in the Unified and AASHTO classification systems.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: percent

Aggregation Method: Dominant Component

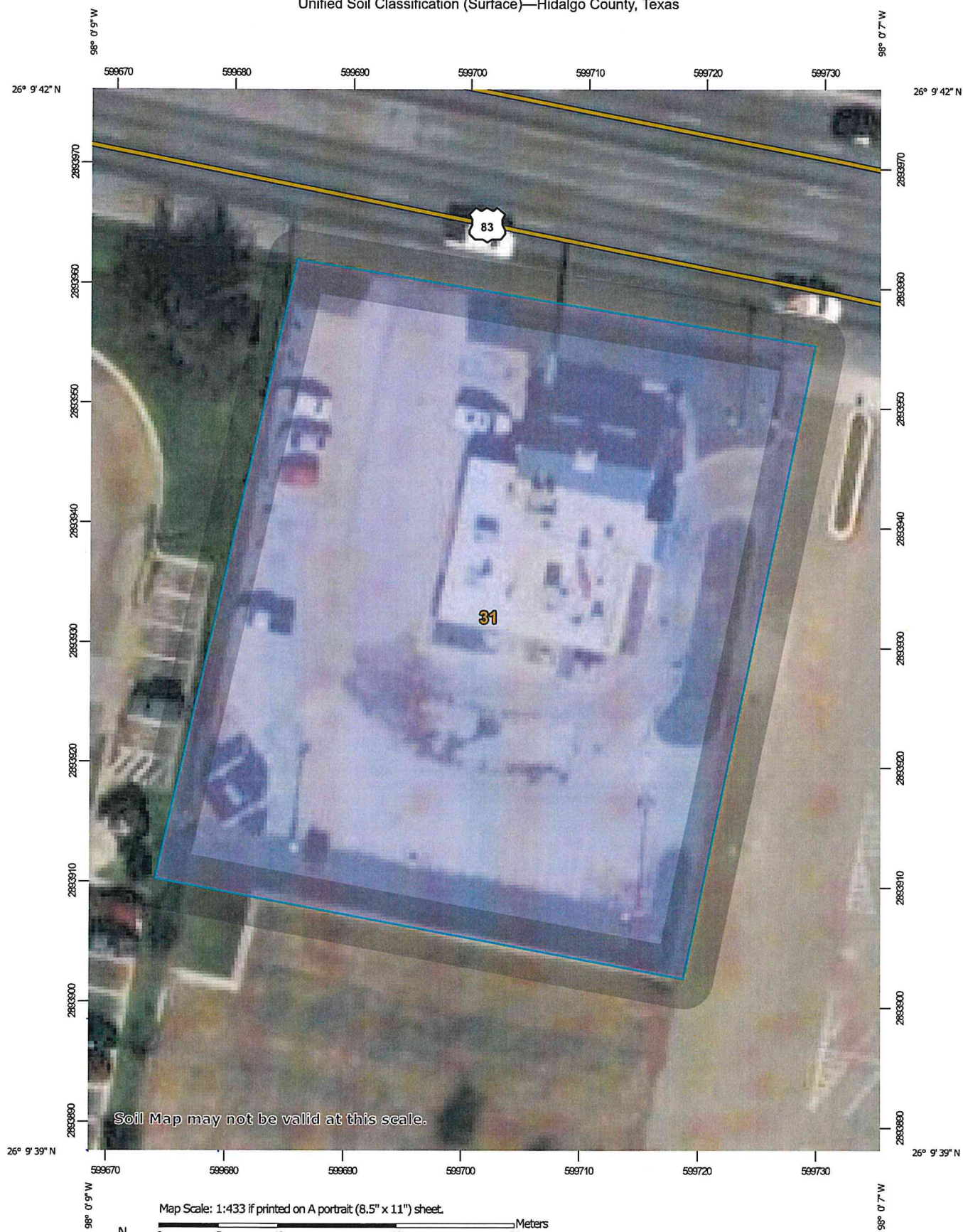
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

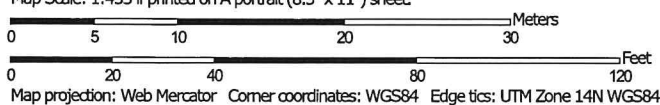
Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

Unified Soil Classification (Surface)—Hidalgo County, Texas



Soil Map may not be valid at this scale.

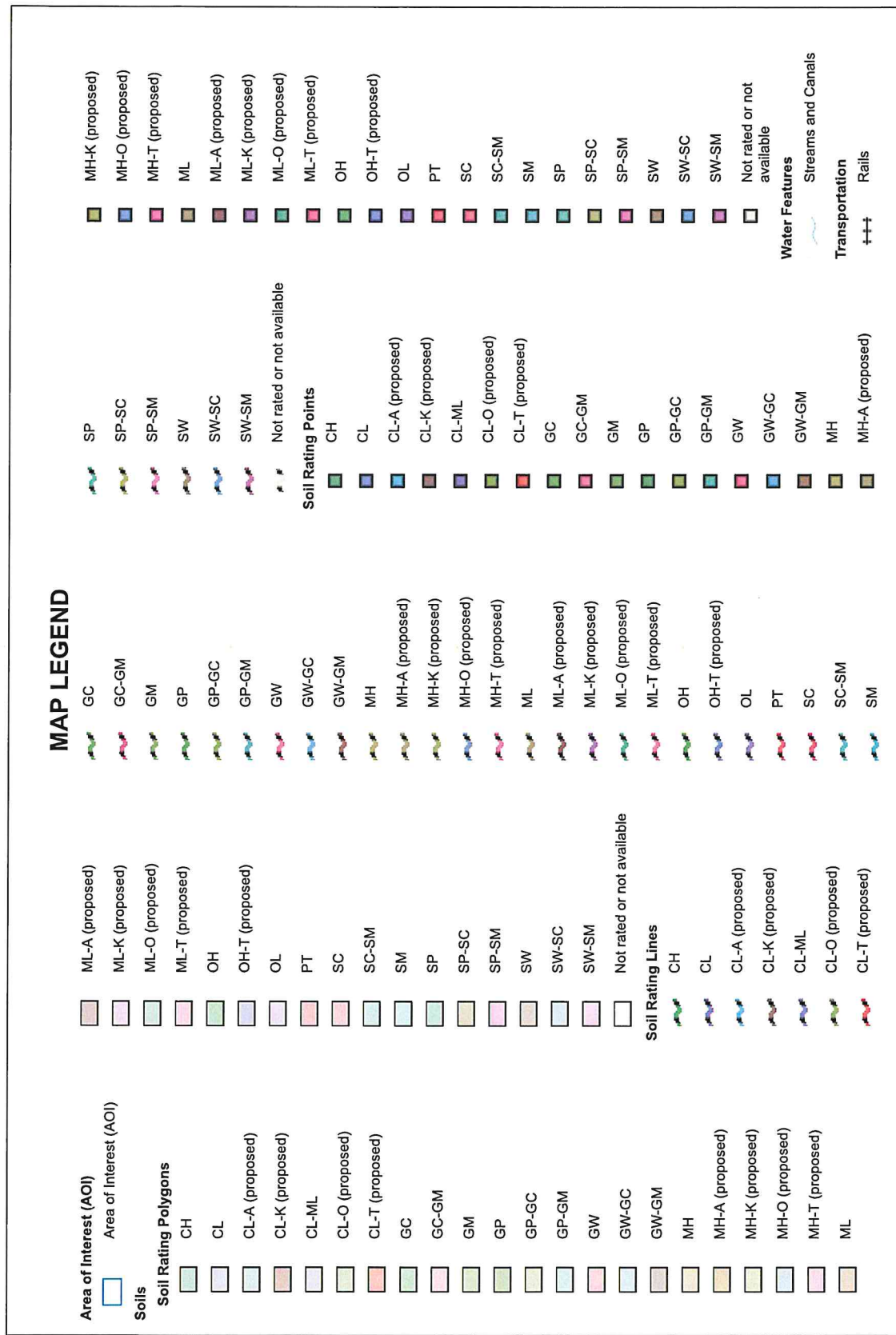
Map Scale: 1:433 if printed on A portrait (8.5" x 11") sheet.



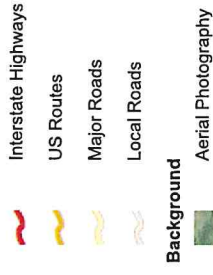
Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/6/2024
Page 1 of 4



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.

Unified Soil Classification (Surface)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	CL	0.6	100.0%
Totals for Area of Interest			0.6	100.0%

Description

The Unified soil classification system classifies mineral and organic mineral soils for engineering purposes on the basis of particle-size characteristics, liquid limit, and plasticity index. It identifies three major soil divisions: (i) coarse-grained soils having less than 50 percent, by weight, particles smaller than 0.074 mm in diameter; (ii) fine-grained soils having 50 percent or more, by weight, particles smaller than 0.074 mm in diameter; and (iii) highly organic soils that demonstrate certain organic characteristics. These divisions are further subdivided into a total of 15 basic soil groups. The major soil divisions and basic soil groups are determined on the basis of estimated or measured values for grain-size distribution and Atterberg limits. ASTM D 2487 shows the criteria chart used for classifying soil in the Unified system and the 15 basic soil groups of the system and the plasticity chart for the Unified system.

The various groupings of this classification correlate in a general way with the engineering behavior of soils. This correlation provides a useful first step in any field or laboratory investigation for engineering purposes. It can serve to make some general interpretations relating to probable performance of the soil for engineering uses.

For each soil horizon in the database one or more Unified soil classifications may be listed. One is marked as the representative or most commonly occurring. The representative classification is shown here for the surface layer of the soil.

Rating Options

Aggregation Method: Dominant Condition

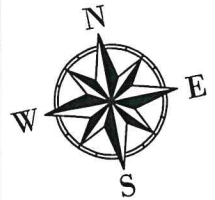
Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Layer Options (Horizon Aggregation Method): Surface Layer (Not applicable)



Exhibits



**U.S. BUSINESS HIGHWAY NO. 83
(110.0' R.O.W.)**

EXIST. CURB INLET
TOP.: 83.67'
FL.: 80.16'

TOP OF CURB: 83.77'

TOP OF CURB: 83.94'

174.0'

S77°37'30"E - 130.00'

SHALLOW CONCENTRATED FLOW
60.0' @ 0.40%

N12°22'30"E - 150.00'

OVERLAND FLOW
100.0' @ 0.40%

LOJON PROPERTY 71 LLC
0.45 ACRES
DOCUMENT NUMBER: 3046453
O.R.H.C.

S12°22'30"W - 150.00'

KEYSTONE APARTMENTS SUBDIVISION
LOT A
VOLUME 33, PAGE 20
H.C.M.R.

N77°37'30"W - 130.00'

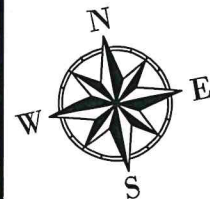
THE FAMILY CHURCH OF MCALEN
6.36 ACRES
DOCUMENT NUMBER: 2577325
O.R.H.C.

**PRE-DEVELOPMENT STORM RUNOFF
N.T.S.**



SAM Engineering & Surveying

200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880
MCALEN, TEXAS 78501 FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00



**U.S. BUSINESS HIGHWAY NO. 83
(110.0' R.O.W.)**

EXIST. CURB INLET
TOP.: 83.67'
FL.: 80.16'

TOP OF CURB: 83.77'

TOP OF CURB: 83.93'

174.0'

S77°37'30"E - 130.00'

SHALLOW CONCENTRATED FLOW
60.0' @ 0.40%

N12°22'30"E - 150.00'

OVERLAND FLOW
100.0' @ 0.40%

S12°22'30"W - 150.00'

KEYSTONE APARTMENTS SUBDIVISION
LOT A
VOLUME 33, PAGE 20
H.C.M.R.

LOJON PROPERTY 71 LLC
0.45 ACRES
DOCUMENT NUMBER: 3046453
O.R.H.C.

N77°37'30"W - 130.00'

THE FAMILY CHURCH OF MCALLEN
6.36 ACRES
DOCUMENT NUMBER: 2577325
O.R.H.C.

POST-DEVELOPMENT STORM RUNOFF
N.T.S.



SAM Engineering & Surveying

200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880
MCALLEN, TEXAS 78501 FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00

Final Plat

Long John Silver's

Legend

 Long John Silver's

ystone Apartments

 Long John Silver's

Google Earth

Image © 2024 Airbus

200 ft



Re: Driveway permit LJ WESLACO BU 83 (23-115)

From Flor Acuna <facuna@weslacotx.gov>
Date Fri 12/20/2024 2:33 PM
To Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>

Will do.

Flor E. Acuña
General Service Coordinator
City of Weslaco
255 S Kansas Ave.
Weslaco, Tx. 78596
Ph. 956-447-3403
Fax 956-973-3128



From: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Sent: Friday, December 20, 2024 2:32 PM
To: Flor Acuna <facuna@weslacotx.gov>
Subject: Fw: Driveway permit LJ WESLACO BU 83 (23-115)

Please add email to long john silvers agenda item for city commission meeting on January

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Jonay Moffett <jonaym@lis-ae.com>
Sent: Friday, December 20, 2024 7:48:33 AM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: Justin Chamberlain <justinc@lis-ae.com>
Subject: FW: Driveway permit LJ WESLACO BU 83 (23-115)

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 Rebekah.

We received this reply below from TXDOT. This is regarding the Long John Silver's at 1201 W State Hwy 83, Weslaco.

#PLAT-000725-2025

Jonay Moffett
Permitting Coordinator
-LIS-
Architecture - Engineering - Construction Management
Central Florida Location:
2572 West State Road 426 Suite 2064
Oviedo, FL 32765
Tel: (321) 244-0402, ext 509 Fax: (321) 244-9419

From: Juan Martinez <Juan.Martinez3@txdot.gov>
Sent: Thursday, December 19, 2024 4:35 PM
To: Jonay Moffett <jonaym@lis-ae.com>
Subject: Fw: Driveway permit LJ WESLACO BU 83 (23-115)

Good afternoon, Jonay

additional ROW is typically requested by local city during subdividing phase or rezoning. If they have a record plat it will show the existing additional ROW given to TxDOT if it was required by City of Weslaco at its time. As per TxDOT we don't provide letters unless we acquired ROW and that is all taken care buy our ROW Department.

Juan Martinez
TXDOT - Edcouch Maintenance
956-262-1254
956-566-1715

From: Juan Martinez <Juan.Martinez3@txdot.gov>

Sent: Thursday, December 19, 2024 3:20 PM

To: Juan Carlos Reyes <JUANCARLOS.REYES@txdot.gov>; Victoria Garza <Victoria.Garza@txdot.gov>; Jesus Gonzalez <Jesus.C.Gonzalez@txdot.gov>; Arturo Lopez <Arturo.M.Lopez@txdot.gov>; Alan Montemayor-Garza <Alan.MontemayorGarza@txdot.gov>; Hector Siller <Hector.Siller@txdot.gov>

Subject: Re: Driveway permit LJ WESLACO BU 83 (23-115)

JC,
thank you for the information. I will let developer know.

Juan Martinez
TXDOT - Edcouch Maintenance
956-262-1254
956-566-1715

From: Juan Carlos Reyes <JUANCARLOS.REYES@txdot.gov>

Sent: Thursday, December 19, 2024 11:50:53 AM

To: Juan Martinez <Juan.Martinez3@txdot.gov>; Victoria Garza <Victoria.Garza@txdot.gov>; Jesus Gonzalez <Jesus.C.Gonzalez@txdot.gov>; Arturo Lopez <Arturo.M.Lopez@txdot.gov>; Alan Montemayor-Garza <Alan.MontemayorGarza@txdot.gov>; Hector Siller <Hector.Siller@txdot.gov>

Subject: RE: Driveway permit LJ WESLACO BU 83 (23-115)

Juan,

As previously discussed, additional ROW is typically requested by local city during subdividing phase or rezoning. If they have a record plat it will show the existing additional ROW given to TxDOT if it was required by City of Weslaco at its time. As per my knowledge we don't provide letters unless we acquired ROW and that is all taken care buy our ROW Department.

Thanks,

JUAN CARLOS REYES

Utility Coordinator

TEXAS DEPARTMENT OF TRANSPORTATION

Pharr District - Pharr Area Office

juancarlos.reyes@txdot.gov | 956-566-8891 | [TxDOT.gov](https://www.txdot.gov)

From: Juan Martinez <Juan.Martinez3@txdot.gov>

Sent: Thursday, December 19, 2024 10:05 AM

To: Victoria Garza <Victoria.Garza@txdot.gov>; Jesus Gonzalez <Jesus.C.Gonzalez@txdot.gov>; Arturo Lopez <Arturo.M.Lopez@txdot.gov>; Juan Carlos Reyes <JUANCARLOS.REYES@txdot.gov>; Alan Montemayor-Garza <Alan.MontemayorGarza@txdot.gov>; Hector Siller <Hector.Siller@txdot.gov>

Subject: Re: Driveway permit LJ WESLACO BU 83 (23-115)

Good morning, Victoria.

You may want to check with Mr. Siller as to who takes care of issues with this *HCMPO Thoroughfare Map*, you are required a 10ft additional dedication, which would have been dedicated to TxDOT. We need TxDOT to acknowledge that they do not require those additional 10ft

Juan Martinez
TXDOT - Edcouch Maintenance
956-262-1254
956-566-1715

From: Victoria Garza <Victoria.Garza@txdot.gov>

Sent: Thursday, December 19, 2024 8:50:09 AM

To: Jesus Gonzalez <Jesus.C.Gonzalez@txdot.gov>; Arturo Lopez <Arturo.M.Lopez@txdot.gov>; Juan Carlos Reyes <JUANCARLOS.REYES@txdot.gov>; Juan Martinez <Juan.Martinez3@txdot.gov>; Alan Montemayor-Garza <Alan.MontemayorGarza@txdot.gov>

Subject: RE: Driveway permit LJ WESLACO BU 83 (23-115)

Gentlemen... I am at a loss here.

I am not sure what is needed or how to proceed.

Please see the snip below in reference to highlighted line:

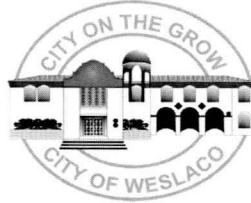


Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1020	
From:			
Subject: Discussion and consideration to approve an agreement with ESO Solutions to provide EMS reporting software in the amount of \$22,932.25 for the initial 12-month term and a yearly recurring fee of \$19,136.05 and replace current reporting software Forte Holdings (iPCR). (Staffed by Fire Department.)			
Background: One time fee will come out to a total of \$12,932.25 for initial 12-month term and yearly recurring fee of \$9,136.05 after \$10,000.00 annual discount is applied from current EMS billing company Quick Med Calims, LLC, pending agreement approval as they are partnered with ESO Solutions (attached).			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo 12.27.24, Quotes for EMS reporting software			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Pete Garcia, Jr., 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: Mr. Xavier Salinas
From: Captain Ray Marroquin 
Date: December 27, 2024
Subject: Patient Care Reporting System

I have attempted several different options in reference to obtaining a third quote for a patient care reporting system. Unfortunately, to this day I have not been able to get in contact with a representative for a third option in this matter. I have waited for call backs and have not received anything. Due to our current contract being expired and the severity of having a patient care reporting system in place and under contract I ask if we can move forward with the 2 current quotes that we have.

If you have any questions or need further clarification, please reach out to our Department Administration.

CITY OF WESLACO - PURCHASING QUOTATIONS

Requisition # _____

Dept. FIRE

Date: 11/27/2024

Person Submitting: RAY MARROQUIN

Product Description Brand/Model: PATIENT CARE REPORTING SYSTEM

1. Company: ESO HUB (Y / N) Date: 11/21/2024
Phone No. 512-729-6299 Time: ---
Person Called: WADE ESTES
Price: \$22,932.25 Discount (if any) \$10,000.00 Total: \$12,932.25
Availability & Terms: PRICE INCLUDES INVENTORY PORTAL, YEAR 2 AND ON WILL BE \$9,136.05 WITH DISCOUNT
2. Company: IPCR FORTE HOLDINGS HUB (Y / N) Date: 11/27/2024
Phone No. 800-456-2622 Time: ---
Person Called: JOSH NATION
Price: \$10,500.00 Discount (if any) N/A Total: \$10,500.00
Availability & Terms: DOES NOT INCLUDE INVENTORY PORTAL, YEAR 2 AND ON STAYS \$10,500.00
3. Company: N/A HUB (Y / N) Date: _____
Phone No. _____ Time: _____
Person Called: _____
Price: _____ Discount (if any) _____ Total: _____
Availability & Terms: _____

Person Obtaining Quote: RAY MARROQUIN

Company Selected (circle)

1 2 3

Remarks: ESO YEAR ONE IS HIGHER DUE TO THE INTEGRATION PROCESS, THEN CHEAPER FOLLOWING. NO THIRD BID AVAILABLE FOR EVALUATION

**** INSURANCE REQUIREMENTS ****

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

**** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ****

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

**** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ****

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Please contact Purchasing Division for any assistance at 956-447-2240



Quote Date: 11/21/2024
Customer Name: Weslaco Fire Department
Quote #: Q-184177
Quote Expiration date: 02/19/2025
ESO Account Manager: Wade Estes

CUSTOMER CONTACT

Customer Weslaco Fire Department
Name Ray Marroquin
Email ray.marroquin@weslacotx.gov
Phone (956) 447-3415

BILLING CONTACT

Payor Weslaco Fire Department
Name Laura Luera
Email lluera@weslacotx.gov
Phone 956-447-3409
Address Chief Antonio Lopez
255 S Kansas Avenue
Weslaco TX, 78596
Billing Frequency Annual
Initial Term 12 months

EHR

Product	Volume	Price	Discount	Total	Fee Type
EHR Cardiac Monitor Integration	9500 Incidents	\$995.00	(\$0.00)	\$995.00	Recurring
EHR Fax	9500 Incidents	\$900.00	(\$0.00)	\$900.00	Recurring
ESO EHR	9500 Incidents	\$16,159.00	(\$807.95)	\$15,351.05	Recurring
EHR CAD Integration	9500 Incidents	\$2,495.00	(\$2,495.00)	\$0.00	Recurring
3rd Party Pre-Hospital Integration	9500 Incidents	\$595.00	(\$0.00)	\$595.00	Recurring
EHR Setup & Online Training	2 Sessions	\$1,190.00	(\$1,190.00)	\$0.00	One-time
NEMSIS Data Import (One-Time)	9500 Incidents	\$4,995.00	(\$1,198.80)	\$3,796.20	One-time

Asset Management/Checklist

Product	Volume	Price	Discount	Total	Fee Type
ESO Inventory	2000 Fire Incidents	\$1,295.00	(\$0.00)	\$1,295.00	Recurring

Total Recurring Fees	\$	19,136.05
Total One-Time Fees	\$	3,796.20
TOTAL FEES	\$	22,932.25

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 11/21/2024
Customer Name: Weslaco Fire Department
Quote #: Q-184177
Quote Expiration date: 02/19/2025
ESO Account Manager: Wade Estes

EHR

Product	Description
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR Fax	Enables faxing of patient care records to destination facilities.
EHR Setup & Online Training	Webinar Training Session
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
3rd Party Pre-Hospital Integration	EHR offers a 3rd Party Pre-Hospital Integration to reduce duplicate data entry for providers by allowing patient care record data to be started in a 3rd party pre-hospital system and then pushed into EHR.
ESO EHR	Patient care reporting suite for ALS and Transport EMS agencies, includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
NEMSIS Data Import (One-Time)	Import of legacy NEMSIS data from 3rd party vendor into ESO for reporting and record retrieval. Some limitations may apply.

Asset Management/Checklist

Product	Description
ESO Inventory	Web-based inventory management software for Fire and EMS or EMS.



Quote Date: 11/21/2024
Customer Name: Weslaco Fire Department
Quote #: Q-184177
Quote Expiration date: 02/19/2025
ESO Account Manager: Wade Estes

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.
3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Weslaco Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

For EHR, Asset Management/Checklist, the following payment terms apply:
The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

ESO Quote Update

From Kevin Carpenter <KCarpenter@quickmedclaims.com>

Date Wed 8/21/2024 12:22 PM

To Ray Marroquin <ray.marroquin@weslacotx.gov>

Cc Aurelia Carrillo <acarrillo@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.

Good Afternoon Ray,

My apologies for the delay on this. Our finance department has been doing a lot of analysis on this and wanted to make sure they provided a fair quote. They have come back and stated that we are able to offer you all \$10,000 annually towards your ESO fees. If you all agree with this and decide to move forward with ESO, we will need to draw up an updated contract that includes this agreement. Let me know your thoughts or if you want to jump on a quick call to discuss.

Sincerely,

Kevin Carpenter, CAC
Director of Client Success
Quick Med Claims

Phone: 412-710-2210 (Direct/Office)

Fax: 210-558-7977

kcarpenter@quickmedclaims.com

www.quickmedclaims.com



QUICK MED CLAIMS
Emergency Medical Transportation Billing Services • Reimbursement Consulting



iPCR

AGREEMENT

Prepared For: Gus Ramirez
 Company: Weslaco EMS
 Address: 255 S. Kansas Ave
 Weslaco TX 78596

iPCR Account # 0202780
 Created Date: 11/7/16
 Phone: 956-655-3402
 Email: gramirez@weslacotx.gov

Prepared By: Laser Marquez
 Company: Forte Holdings, INC
 Address: 5137 Golden Foothill Pkwy, Suite 110
 El Dorado Hills CA 95762

Phone: 800-456-2622 x2035
 FAX: 916-242-4157
 Email: lmarquez@forteholdings.com
 Website: www.ipcrems.com

QUANTITY	iPCR ANNUAL SUBSCRIPTION	LIST PRICE	DISCOUNT	SUBTOTAL
6	Annual Subscription (Enhanced)	\$17,700.00	\$7,200.00	\$10,500.00
	Includes All Enhanced Edition Features			\$0.00
	Includes Technical Support & Training			\$0.00
1	Set Up Fee \$2,499.95	\$2,499.95	\$2,499.95	\$0.00
<i>Annual Fee</i>				\$10,500.00
iPCR INTEGRATIONS		LIST PRICE	DISCOUNT	SUBTOTAL
1	Supervisor iPad License	\$3,000.00	\$3,000.00	\$0.00
1	One-Time Physio Monitor Integration	\$2,500.00	\$0.00	\$2,500.00
1	One-Time TriTech Billing Integration	\$2,500.00	\$2,500.00	\$0.00
1	PTS CAD Integration	\$5,000.00	\$0.00	\$5,000.00
<i>One-Time Integration Fee</i>				\$7,500.00

Annual Subscription \$10,500.00
 One Time Integrations \$7,500.00
 Recurring Annual Amount \$10,500.00

By selecting this plan you are authorizing Forte Holdings to debit your credit or your debit card or checking account on a continual monthly/yearly basis unless you should decide to cancel. This plan requires a 12-month minimum commitment before it can be cancelled. All integrations can only be successful if client provides proper access for data bridge to be built. Any third party fees assessed to Forte may be passed on to client. I understand that this agreement does not provide hardware specific technical support. I understand that if I knowingly violate this license it will be grounds for criminal prosecution (Software Piracy Act) and suspension of any further application use or support.

X

Date:

Please fax back to Forte Holdings at: 916-242-4157



iPCR LICENSE AND SERVICE AGREEMENT

Thank you for choosing Forté Holdings as your electronic patient reporting solution. Below are the terms and conditions of your purchase. We greatly appreciate your business.

1.1 Version Upgrades

As part of our future proofing strategy, we are constantly developing next generation software known as version upgrades. Version upgrades can include significant changes to the product. In order to maintain customer familiarity with our products, we will at times provide pre-release exposure to products, documentation, and product training materials if necessary. These version upgrades can be downloaded from iTunes directly from your iPads.

1.2 Telephone Support

We offer telephone support during our normal business hours. Normal business hours are M-F from 6am-5pm. Pacific Time. To contact support, please call 800-464-1740. Once you are prompted please enter your account number to gain access to the support queue.

1.3 Product Tutorials

Training tutorials will be available online. These tutorials are designed to bring familiarity and instruction to our users for a variety of topics. Product tutorials can be accessed at www.iPCRems.com.

1.4 Agreement Terms

This agreement is an annual subscription plan that is ongoing until cancelled by the user. All plans require a minimum 12 month commitment prior to cancellation. This plan will be automatically renewed and charged each year, unless cancellation occurs. Cancellation requires 60 day notice via certified mail, sent to the address at bottom of this page.

2.0 Maintain Wireless Data Plan and or WiFi Connectivity with internet

In order for our product to work properly, you will need to have ongoing access to the internet. This means that you will need to have an activated data plan, and/or WiFi connectivity with internet access. We recommend both so that you will have the best performance.

2.1 Designate Account Contact

We ask that each customer designate an account contact. There are a variety of items that may arise that will require a dedicated contact. We ask that this person be one of technical nature, who is available when contacted, and will be committed to the prioritization effort necessary to address any item that requires assistance.

iPCR Technical Setup Contact:	Gustavo Ramirez	Title:	Captain/EMS Coordinator
Phone:	(956) 447-3416	Email:	gramirez@westaco.tx.gov
Designated Training Coordinator	Capt. Gustavo Ramirez	Title:	Captain/EMS Coordinator
Phone:	(956) 447-3416	Email:	gramirez@westaco.tx.gov
Designated Contract/Finance Coordinator	Fire Chief Antonio Lopez	Title:	Fire Chief
Phone:	(956) 447-3415	Email:	anlopez@westaco.tx.gov

I agree to pay for the initial signup fees and the annual usage fees as prescribed in this agreement in accordance to the applicable cardholder/account holder terms above. I also agree to abide by the license and sales terms and conditions of the software and service purchased. I understand and agree that these charges are not eligible for refund or return. I also have reviewed the software system requirements and understand that no refunds or returns are available for reasons pertaining to system requirements. I further agree that no chargebacks are allowed. I understand that this agreement does not provide hardware specific technical support. I understand that if I knowingly violate this license it will be grounds for criminal prosecution (Software Piracy Act) and suspension of any further application use or support.

Signature: _____

Date: 11/17/10

FAX BACK WITH ORDER FORM SHEETS TO: 916-242-4157

Account # 0202780



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1222	
From:			
Subject: Discussion and consideration to purchase nine (9) bunker gear sets to replace end of life equipment at a cost of \$38,213.00 from vendor Metro Fire Apparatus Specialists under Buyboard Contract #698-23 . (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Metro Fire Quote			
Responsibilities upon Approval:			



17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote
#103510

Quote Date: 12/12/2024
Expires Date: 1/11/2025

Bill To: WESLACO FIRE DEPARTMENT
ATTN: ACCOUNTS RECEIVABLE
711 E. RAILROAD
WESLACO TX 78596

Ship To: WESLACO FIRE DEPARTMENT
711 E. RAILROAD AVE. (STATION 2)
WESLACO TX 78596

Ordered By	Sales Rep	Entered By	Terms
JAIME CUELLAR	CESAR PEDRAZA	CESAR PEDRAZA	NET 30

FOB	Shipping Method	Contract Source
CUSTOMER	BEST WAY	BUYBOARD 698-23

Quantity	UM	Item / Description	Price	Ext. Price
9	EA	MET-FDI-BUNKER GEAR FXR COAT, TECGEN 71 GOLD, CORE CXP 2 LYR, CROSSTECH BLACK, WESLACO SPEC. LIME OR RED/ORANGE TRIPLE TRIM, DEPT AND FF NAME ON BACK	\$2,047.00	\$18,423.00
9	EA	MET-FDI-BUNKER GEAR FXR PANT, TEXGEN 71 GOLD, CORE CXP 2 LYR, CROSSTECH BLACK, WESLACO SPEC. LIME OR RED/PRANGE TRIPLE TRIM, SUSPENDERS AND BELT	\$1,446.00	\$13,014.00
9	EA	FDI-FDX-IP1 XJ4 INTERCEPTOR TECGEN 51 DELUXE COAT, LIME OR RED/ORANGE TRIPLE TRIM, DEPT. AND FF NAME ON BACK	\$346.00	\$3,114.00
9	EA	FDI-FDX-IP1 XP4 INTERCEPTOR TECGEN 51 DELUXE PANT **USE ONLY FOR ITERCEPTOR PKG*	\$322.00	\$2,898.00
9	EA	FDI-FDX-IP1 H41L1NBZFOS H41 INTERCEPTOR HOOD WITH NOMEX NANO-FLEX LAMINATED ZONE COVERAGE **USE ONLY FOR ITERCEPTOR PKG*	\$71.00	\$639.00

Subtotal	\$38,088.00
Shipping Cost	\$125.00
Tax Total (%)	\$0.00
Total	\$38,213.00



QT103510



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1206	
From:			
Subject: Discussion and consideration on Ordinance 2024-38 amending Chapter 142 Wrecker Ordinance to increase the amount of wreckers on rotation and change the wrecker fees. First reading of Ordinance 2024-38. (Staffed by Police Department.)			
Background: Amendment to Ordinance Section 142-10 Establishing a limit on the number of wrecker companies on wrecker rotation list. The amendment to include the number of wreckers on rotation from thirteen (13) to seventeen (17). Amendment to Ordinance Section 142-13 Maximum Rates. The amendment to include a classification of vehicles Light Duty Class (10,000 pounds or less), Medium Class B (more than 10,000 pounds but less than 26,000 pounds), and Heavy Duty Class C (26,000 plus pounds). The amendment to include fees of \$200.00 for Class A, \$325.00 for Class B, and \$325 for Class C. The amendment to include changes to storage costs from \$15.00 to \$20 a day. The amendment to include a definition of a drop fees and rules and to add fees of Class A \$135.00, Class B \$190.00, and Class C \$244.00. The amendment to include a \$45.00 winch fee excluding the first winch, and separate fee \$45.00 for high water retrieval. The amendment to include a change in fee from towing outside city limits from \$15.00 plus per mile to an additional \$150.00 plus \$7.50 per mile.			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Wrecker Service Proposed Change, Wrecker Service Comparison, Chapter_142__VEHICLE_WRECKER_AND_TOWING_SERVICES, O2024-38 amend CHAPTER 142 wrecker ord			

Responsibilities upon Approval:
--

Local Jurisdiction Annual Permit Fees	Light Duty Fee Class A (10,000 pounds or less)	Medium Duty Fee, Class B (more than 10,000 pounds but less than 26,000)	Heavy Duty Fee, Class C (26,000 Plus pounds)	Storage Costs	Drop Fee
Weslaco (13 Max) \$25 Permit fee	\$150.00	\$75.00 minimum (\$75.00 for additional hour)	\$75.00 minimum (\$75.00 for additional hour)	\$15.00 (Initial 24 hr.) \$15.00 every day after	N/A
Staff Proposed Changes: (17 Max) \$25 Permit fee	\$200.00	\$325	\$325	\$20/ day	\$135 Class A \$190 Class B \$244 Class C

Other Charges	Towing Outside Limits
Special equipment \$45.00	\$15.00 plus per mile to and from location of vehicle, \$1.50 plus per mile
\$45/winch excluding the first winch \$45 high water	\$150 plus \$7.50 per mile

Local Jurisdiction Annual Permit Fees	Light Duty Fee Class A (10,000 pounds or less)	Medium Duty Fee, Class B (more than 10,000 pounds but less than 26,000)	Heavy Duty Fee, Class C (26,000 Plus pounds)	Storage Costs	Drop Fee
Weslaco (13 Max) \$25 Permit fee	\$150.00	\$75.00 minimum (\$75.00 for additional hour)	\$75.00 minimum (\$75.00 for additional hour)	\$15.00 (Initial 24 hr.) \$15.00 every day after	N/A
Staff recommendations:	\$200.00	\$325	\$325	\$20/ day	\$135 Class A \$190 Class B \$244 Class C
Alamo (1/2000 residents Max) \$100 permit fee	\$200 non-accident \$500 max accident \$350 motorcycle tow	\$650 non-accident \$1250 max accident	\$1500 non- accident \$2000 max accident	Not covered in their code	N/A
Donna (1/6000 residents Max) \$35 permit fee per tow truck	\$125	\$125	\$100 plus \$50+ each hour	\$20 day (exclude 1 st day)	\$40
Mercedes (No Max mentioned) \$200 permit fee for 8 trucks. \$25 for each additional truck.	No maximum rates will be established at this time. Complaints of excessive charges handled by city manager. If	N/A	N/A	N/A	N/A

	unreasonable, that may be grounds for revocation of a permit or license by [of] a business on the rotation list.				
San Juan (1/5000 residents Max) \$25 permit fee	\$272	\$380	\$489 or max total fees of \$978.	\$20 for 25 ft or less \$35 for 25 ft or more	\$135 Class A \$190 Class B \$244 Class C
Harlingen (no Max mentioned) \$15 Permit Fee	\$125	N/A	\$550	\$20 for 25 ft or less \$35 for 25 ft or more	N/A
McAllen (14 Max) \$100 Permit Fee	\$200	\$115 Additional, plus \$115 for each add wrecker needed.	\$115 Additional, plus \$115 for each add wrecker needed.	Not Covered	\$45 on scene \$65 at storage (within 1 ½ hour)
Maximum State Amounts	\$272.00	\$380	Tow – \$489.00 per unit with a total Mac of \$978.00.	\$22.85 for 25 ft or less \$39.99 for 25 ft or more	Not Covered

Other Charges	Towing Outside Limits
Special equipment \$45.00	\$15.00 plus per mile to and from location of vehicle, \$1.50 plus per mile
\$45/winch excluding the first winch \$45 high water	\$150 plus \$7.50 per mile
\$15 administrative \$50 wait time after 1 st hour \$50 Clean-up extra labor	\$150 plus \$1.50 per mile.
\$50 notification fee \$10 wait fee after 30 \$45 special equip	\$1.25 per mile
N/A	N/A

\$50 – High Water \$50 Notification Fee	\$140 plus \$7.50 per mile
\$125 wait time \$43.75/15min debris	N/A
\$50 High water \$7.50/15 min for after 1hr+ \$50 on side or over	\$2.00 for every mile
\$50 notification fee \$22.85 impound fee \$10 LE/Government Fee	Not covered

Chapter 142 VEHICLE WRECKER AND TOWING SERVICES¹

Sec. 142-1. Purpose.

The purpose of this chapter is to establish procedures for wrecker services located and operating within the city limits, to show proof of safety, to establish a wrecker rotation list, and to establish a limit on the number of wrecker services on the rotation list.

(Code 1969, § 29½-1; Ord. No. 2001-02, § 1, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Disabled vehicle means a vehicle which has been rendered unsafe to be driven as a result of some occurrence other than a wreck, including, but not limited to, mechanical failures or breakdown, fire, vandalism, or a vehicle which is in a safe driving condition, but the owner is not present, or able, or permitted to drive, so as to reasonably necessitate that the vehicle be removed by a wrecker.

Motor vehicle means every vehicle which is self-propelled.

Operator means any person operating a motor vehicle.

Owner means any person who holds the legal title of a motor vehicle or who has the legal right of possession of such vehicle.

Street means any street, alley, avenue, lane or highway within the corporate limits of the city.

Vehicle means every device in or by which any person or property is or may be transported or drawn upon a public highway, except devices moved only by human power or used exclusively upon stationary rails or tracks.

Wrecked vehicle means a vehicle that has been damaged as the result of overturning or colliding with another vehicle or object so as to necessitate that the vehicle be removed by a wrecker.

Wrecker or tow truck means any motor vehicle used for the purpose of towing or removing vehicles. The term "wrecker" also includes a tow truck, unless the language specifically excludes tow trucks.

Wrecker business means the business of towing, moving or removing vehicles on or from the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase such vehicle,

¹**Federal law references**—Federal law preempts local government regulation relating to price, route or service of any motor carrier respecting transportation of property, 49 USC 14501(c)(1); safety regulations by local governments are not preempted, 49 USC 14501(c)(2)(A); regulation of price of for-hire tows performed without prior consent of owner, exempt from preemption, 49 USC 14501(c)(2)(C).

State law reference(s)—Tow truck regulation by political subdivisions, V.T.C.A., Transportation Code § 643.201 et seq.; authority for regulation by political subdivisions of fees for nonconsent tows, V.T.C.A., Transportation Code § 643.203; storage of towed vehicles, nonconsent tows, V.T.C.A., Transportation Code § 643.206; notification, impoundment and storage fees for vehicle storage facilities, V.T.C.A., Occupations Code § 2303.155.

to remove a wrecked or disabled vehicle from the scene of a collision, to remove a vehicle from an unlawfully parked position, or to remove an abandoned or wrecked vehicle.

Wrecker company means any person or entity engaged in the wrecker business.

Wrecker rotation list means the rotation list of wrecker companies prepared and used by the police department.

(Code 1969, § 29½-2; Ord. No. 2001-02, § 2, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-3. Safety and insurance compliance certificate.

(a) *Required; application.*

- (1) Every person desiring to engage in the wrecker business in the city or be on the city's wrecker rotation list shall make application, in writing, on a form provided for that purpose, to the city manager or his/her designee for a safety and insurance compliance certificate to engage in the wrecker business for each wrecker proposed to be located in the city.
- (2) Such application shall contain the name, address, telephone number, date of birth driver's license number and Social Security Number of the applicant and the owners of the wrecker business, if different from the applicant, the number and types of wrecker equipment operated, all other information and documents indicated herein, and a statement that the applicant does or does not desire to appear on the wrecker rotation list.
- (3) Every application shall be sworn to by the applicant.
- (4) All licenses shall expire one year from date of issuance, unless revoked earlier pursuant to the terms of this chapter.

(b) *Issuance by city manager or his/her designee; minimum requirements to be met.*

- (1) The city manager or his/her designee shall issue a safety and insurance certificate to engage in the wrecker business to each applicant complying with the provisions of this chapter for each wrecker to be located in the city.
- (2) No safety and insurance compliance certificate authorizing the operation of a wrecker business or authorizing the operation of a wrecker in the city limits shall be issued unless the following requirements are met:
 - a. Every wrecker proposed to be used by the applicant in the city shall comply with the following minimum safety requirements:
 1. Every wrecker shall be not less three-quarters of a ton in size and be equipped with booster brakes;
 2. Every wrecker shall be equipped with a power winch line and boom with a factory-rated lifting capacity of not less than 5,000 pounds, single-line capacity; and
 3. Each wrecker shall carry standard equipment, including a tow bar, safety chains, fire extinguisher, wrecker bar, broom, axe, shovel, flags, flares, dolly, winch, line, tow bar, blinker, lights, emergency light, working light, wheel shocks, hydraulic jack, tire tools and equipment reasonably necessary to conduct wrecker service.
 - b. The applicant shall obtain and keep in full force and effect a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state in the standard form approved by the board of insurance commissioners of the state, insuring the public from any loss or damage that may arise to any person or property by reason of the

operation of a wrecker of such company and providing that the amount of recovery shall be in limits of not less than the following sums:

1. For damages arising out of bodily injury to or death of one person in any one accident: \$250,000.00;
 2. For damage arising out of bodily injury to or death of two or more persons: \$500,000.00; and
 3. For injury to or destruction of property in any one accident: \$100,000.00.
- (3) All wrecker companies that have storage yards within the city at the time of the passage of the ordinance from which this chapter is derived shall carry sufficient insurance to cover theft and vandalism from the storage yards.

(Code 1969, § 29½-3; Ord. No. 2001-02, § 3, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-4. Indemnification of city and city officers, agents and employees.

Every applicant to obtain a safety and insurance compliance certificate to operate a wrecker service in the city shall sign an agreement, which shall be attached to the application, wherein the applicant agrees to indemnify and hold harmless the city, its officers, agents and employees from any and all claims, demands, actions and causes of actions arising from the granting of a license to operate a wrecker business or to operate a wrecker and for the operation of the wrecker business or any wrecker by the applicant in the city.

(Code 1969, § 29½-4; Ord. No. 2001-02, § 4, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-5. State inspection required before issuance of safety and insurance compliance certificate.

Each application for a safety and insurance compliance certificate for a wrecker shall state that such wrecker has been inspected and approved under the direction of the state department of public safety, and a current inspection sticker shall be affixed securely to the inside of the windshield of the wrecker.

(Code 1969, § 29½-5; Ord. No. 2001-02, § 5, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-6. Wrecker to be summoned by owner, operator or police or fire department.

No person shall drive a wrecker to or near the scene of an accident or collision on the streets of the city unless such person has been called to the scene by an owner or operator of a vehicle involved in such accident or collision or by the police department or fire department of the city, or unless it is necessary to prevent death or bodily injury to any person involved in an accident or collision.

(Code 1969, § 29½-6; Ord. No. 2001-02, § 6, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-7. Soliciting wrecker business prohibited; presence at scene as evidence of violation.

No person shall solicit in any manner, directly or indirectly, on the streets of the city, the business of towing any vehicle which is wrecked or disabled on the public, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading or purchasing such vehicle. The presence of a wrecker at or near the scene of a wreck, accident or collision, within one hour after the occurrence of a wreck, accident or collision without being summoned to the scene by an owner or operator of a vehicle

involved in such accident or collision or by the police department or fire department shall be prima facie evidence of a solicitation in violation of this section.

(Code 1969, § 29½-7; Ord. No. 2001-02, § 7, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-8. Communication from the fire department or police department radio frequency not to be intercepted.

- (a) No owner of a wrecker company not licensed by the city shall intercept any messages emanating from the police department or fire department radio frequencies or divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication.
- (b) The owner or operator of a wrecker shall not act upon any information received on the radio frequency of the police department or fire department for his own benefit or the benefit of any other person in connection with the operation of a wrecker business unless the owner or operator was called or summoned by the police department or fire department.

(Code 1969, § 29½-8; Ord. No. 2001-02, § 8, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-9. Wrecker selection; use of wrecker rotation list.

- (a) When a police officer investigating an accident, making an arrest, or otherwise performing duties as a police officer determines that any vehicle on a public street is unable to proceed safely under its own power or determines that the operator thereof is unable to operate such vehicle, such officer shall request the operator for the name of the wrecker company the operator desires to remove the vehicle. When the operator has named the wrecker company desired, the police officer shall communicate that fact immediately to the police department headquarters, and it shall be the duty of the person receiving such information at headquarters to call the designated company or authorized agent of such company to send a wrecker to the scene of the vehicle.
- (b) In the event the owner of a vehicle involved is not available or the operator of such vehicle is unable to name the wrecker company desired or refuses to name one, the investigating officer shall communicate this fact immediately to police department headquarters so that a wrecker can be selected from the wrecker rotation list.
- (c) Upon receiving a communication advising the police department of the need for a wrecker from the wrecker rotation list the police department headquarters shall call the wrecker company next on the rotation list to remove the vehicles involved. If there are no wreckers available at the wrecker service on call, or if the police department cannot immediately make contact with the wrecker service on call, the police department shall proceed through the wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.

(Code 1969, § 29½-9; Ord. No. 2001-02, § 9, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-10. Establishing a limit on the number of wrecker companies on wrecker rotation list.

The maximum number of wrecker companies on the rotation list shall not exceed 13. The chief of police or his designee shall determine which 13 wrecker companies will be included on the rotation list using information indicating the location, response time to calls and overall compliance with section 142-11 of this chapter by wrecker company.

(Code 1969, § 29½-10; Ord. No. 2001-02, § 10, 3-6-2001; Ord. No. 2008-34, § I, 10- 21-2008; Ord. No. 2012-14, § I, 6-28-2012; Ord. No. 2016-08, 4-5-2016)

Sec. 142-11. Wrecker rotation list; procedures and requirements to be placed on list.

- (a) The police department shall maintain a list of wrecker companies on the wrecker rotation list and a wrecker rotation schedule indicating which wrecker company is on call for service at any time.
- (b) Wrecker companies that want to be placed on the wrecker rotation list shall provide the following information and documents and comply with the following requirements:
 - (1) Have been issued a safety and insurance compliance certificate by the city;
 - (2) Have applied to be on the wrecker rotation list;
 - (3) Have a minimum of one wrecker with lawful drivers readily available to answer calls from the police department or fire department during such times that the wrecker service is on call for services;
 - (4) Maintain an office building and storage compound within five miles (geodesic distance) from any point of the City of Weslaco jurisdictional boundary line and operated on a daily basis (Monday through Friday), with normal working hours from 8:00 a.m. to 5:00 p.m., with an employee physically present at the business during such normal working hours. The office building shall be served by a telephone with a number provided to the police department for calls during normal working hours. If the office is not manned 24 hours per day, seven days per week, the wrecker service shall also provide the police department with a telephone number for calls after normal working hours, weekends and holidays. An answering service or answering device shall not be used;
 - (5) Storage compounds shall be maintained outside the city limits;
 - (6) The storage compounds maintained inside the city limits at the time of the passage of the ordinance from which this chapter is derived shall contain sufficient space for storage of at least 20 motor vehicles and fenced with opaque fencing material.
- (c) If there are no wreckers available at the wrecker service on call or if the police department cannot immediately make contact with the wrecker service on call, the police department shall proceed through the wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.
- (d) Wrecker service companies on the wrecker rotation list should be able to respond to calls according to the following schedule:
 - (1) During the normal workweek, Monday through Friday, 8:00 a.m. to 5:00 p.m.:
 - a. Within city limits: 20 minutes.
 - b. Outside city limits: 30 minutes.
 - (2) After normal working hours, on weekends or holidays:
 - a. Within city limits: 25 minutes.
 - b. Outside city limits: 35 minutes.

A wrecker service company failing to respond within five minutes of this schedule shall have its call canceled, and the next wrecker service company on the wrecker rotation list shall be called.

- (e) In the event the vehicle to be towed, moved or removed exceeds the capacity of the wreckers operated by the wrecker service company on the wrecker rotation list, or in the event of an emergency wherein life or property is threatened, or in circumstances where the situation requires immediate action to protect life or

property, the police department may call any wrecker service with the capability to provide the service needed.

- (f) Operators of wreckers shall abide by any orders or instructions given by the police department or fire department dispatchers or the police officers and firefighters in charge at the scene.
- (g) Operators of wreckers shall maintain tools and other equipment according to the specifications established by the chief of police or his designee.
- (h) Each wrecker service company on the wrecker rotation list shall keep a record of all calls made in response to requests from the city manager or his/her designee, and such records shall include the following information:
 - (1) Date and time of call;
 - (2) Location of vehicle to be towed or removed;
 - (3) Response time;
 - (4) Vehicle owner or operator;
 - (5) Description and disposition of vehicle;
 - (6) Charges involved;
 - (7) Status of payment for charges;

Such records shall be available for inspection by the city manager or his/her designee at any reasonable time.

- (i) The wrecker rotation schedule maintained by the police department shall list all wrecker services on the list in alphabetical order. Rotation shall be on a per-call basis. The rotation shall be limited to one call per list for any wrecker having interest in another wrecker company;
- (j) A waiting list maintained by the police department shall list any wrecker company, in the order received, which satisfies the procedures and requirements at the time when the maximum number of wrecker companies is already on the rotation list.
- (k) In addition to the fine authorized, a wrecker service company that violates any of the provisions of this chapter shall be subject to removal from the wrecker rotation list upon a hearing and may be placed on the waiting list according to the time when it evidences compliance.

(Code 1969, § 29½-11; Ord. No. 2001-02, § 11, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012; Ord. No. 2016-08, 4-5-2016)

Sec. 142-12. Influencing selection of wrecker service restricted; vehicle may be taken to the police department.

No police officer, firefighter or other city employee who is investigating or present at the scene of any wreck, accident or collision on a public street shall, directly or indirectly, either by word, gesture, sign or otherwise, recommend to any person the name of any particular person engaged in the wrecker service business, nor shall any such person influence or attempt to influence in any manner the decision of any person in choosing or selecting a wrecker or repair service; provided, however, that any police officer, in the exercise of his discretion as a police officer, may direct that any vehicle, whether towed by a wrecker selected by the owner or operator of the vehicle or from the wrecker rotation list, shall be taken to the police department or such other location designated by the police officer to be held by the city for any lawful purposes.

(Code 1969, § 29½-12; Ord. No. 2001-02, § 12, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-13. Maximum rates.

- (a) Wrecker companies that volunteer to be placed on the voluntary wrecker list for rotation agree to charge the rates set out herein as a condition of being on the rotation list. The maximum rates or fees authorized to be charged for the following enumerated wrecker services are as follows:
 - (1) Towing a wrecked, disabled vehicle or illegally parked vehicle: \$150.00, flat rate per response with no additional fees allowed for time increments or clean up services.
 - (2) Use of dollies or other specialized equipment, including disconnecting transmission and the use of winches for rollovers or high water retrieval: \$45.00.
 - (3) Towing of trucks exceeding one ton:
 - a. First hour of service (minimum charge): \$75.00.
 - b. Additional time required to remove such vehicles (per working hour): \$75.00.
 - (4) Towing vehicle from outside the city limits: \$15.00 plus per mile to and from location of vehicle, \$1.50.
 - (5) The cost for the storage of a vehicle shall be no more than \$15.00 for the initial 24 hours, and \$15.00 for each day thereafter.
- (b) The total fee charged will be made up of towing, specialized service, and storage fees as enumerated in this section.
- (c) Where any state law, rule or regulation or local master fee schedule as prescribed by this Code requires a different rate for services rendered by a wrecker service or storage facility or any other type of business entity regulated under this chapter, as provided for in this chapter, then such rate shall be followed without the necessity of further amendment of this chapter.

(Code 1969, § 29½-13; Ord. No. 2001-02, § 13, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012; Ord. No. 2016-08, 4-5-2016)

Sec. 142-14. Safety precautions.

Each wrecker shall follow standard safety precautions and operations generally recognized in the wrecker business to proceed to and from the scene of an accident or collision and shall comply with all ordinances of the city. Each wrecker present at the scene of any accident or collision shall follow standard safety precautions and procedures generally recognized in the wrecker business.

(Code 1969, § 29½-14; Ord. No. 2001-02, § 14, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-15. Revocation or suspension of certificate; removal from wrecker rotation list; hearing.

- (a) Upon written complaint by any person against any wrecker service on the wrecker rotation list or against any agent or employee of a wrecker service on the wrecker rotation list filed with the chief of police, or upon written complaint by the city manager or his/her designee, the municipal judge shall conduct a hearing as set out herein:
 - (1) The hearing shall be conducted at municipal court within 30 days of the filing of the complaint.
 - (2) Written notice shall be given to the wrecker service involved, to all other persons involved and to the chief of police at least 20 days prior to the hearing.

-
- (3) Parties may be represented by attorneys at their own expense.
 - (4) The burden of proof shall be on the complainant or chief of police to prove the allegations by a preponderance of the evidence.
 - (5) All witnesses shall be sworn.
 - (6) Only evidence admissible under law and rules of evidence of the state shall be admissible.
 - (7) All witnesses shall be subject to cross-examination by all opposing parties.
 - (8) All evidence shall be subject to objection by all opposing parties.
 - (9) Parties shall be permitted to offer evidence and argue to the court.
 - (10) The municipal judge shall decide all questions of law and determine whether to suspend for a specified period or revoke the certificate of the service company from the wrecker rotation list.
- (b) The procedure set forth in subsection (a) of this section is applicable only to hearings involving the revocation or suspension of a certificate or removal from the wrecker rotation list. Normal court procedures shall be followed when charges are filed seeking imposition of the fine authorized by this chapter.
 - (c) Upon a finding of a violation of the motor vehicle laws or the criminal laws of the state or a violation of the requirements of this chapter, the municipal judge may revoke or suspend a certificate or remove a wrecker service from the rotation list.

(Code 1969, § 29½-15; Ord. No. 2001-02, § 15, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-16. Civil suit authorized.

The city attorney is hereby authorized to file a civil suit in state district court or any court of competent jurisdiction to enjoin any violations of this chapter.

(Code 1969, § 29½-16; Ord. No. 2001-02, § 16, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-17. Penalty.

Any person who violates any provision of this chapter or suffers or allows the same to be violated shall, upon conviction thereof, be subject to a fine of not less than \$100.00 or more than \$500.00.

(Code 1969, § 29½-17; Ord. No. 2001-02, § 17, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

ORDINANCE NO. 2024-38

AN ORDINANCE AMENDING CHAPTER 142 OF THE WESLACO CODE OF ORDINANCES, SPECIFICALLY SECTIONS 142-10 AND 142-13, AS THEY PERTAIN TO THE NUMBER OF WRECKER COMPANIES ON THE ROTATION LIST AND MAXIMUM RATES.

WHEREAS, the City Commission of the City of Weslaco finds it necessary to amend Chapter 142 of the Weslaco Code of Ordinances in order to establish and maintain fair, current, and reasonable regulations on wrecker services; and

WHEREAS, these amendments are deemed necessary to protect the health, safety, and welfare of the residents of the City of Weslaco;

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

Section 1. Section 142-10 of the Weslaco Code of Ordinances shall be amended to read as follows:

Sec. 142-10. Establishing a limit on the number of wrecker companies on wrecker rotation list.

The maximum number of wrecker companies on the rotation list shall not exceed **seventeen (17)**. The chief of police or his designee shall determine which **seventeen (17)** wrecker companies will be included on the rotation list using information indicating the location, response time to calls, and overall compliance with section 142-11 of this chapter by each wrecker company.

Section 2. Section 142-13 of the Weslaco Code of Ordinances shall be amended to read as follows:

Sec. 142-13. Maximum rates.

(a) **Definition of Drop Fee.** For purposes of this section, “Drop Fee” means the fee that may be charged when the wrecker company has arrived on the scene and begun the process of hooking up or attaching the vehicle to be towed, but the owner or operator of the vehicle appears and elects not to have the vehicle towed, resulting in the wrecker operator ceasing or reversing the towing process.

(b) The maximum rates as identified by Section 142-13 shall be amended as follows:

1. **Light Duty (Class A)** (10,000 pounds or less): \$200.00 per response
2. **Medium Duty (Class B)** (more than 10,000 pounds but less than 26,000 pounds): \$325.00 per response
3. **Heavy Duty (Class C)** (26,000 pounds or more): \$325.00 per response
4. **Storage Costs:** \$20.00 per day

5. Drop Fee:

- Class A: \$135.00
- Class B: \$190.00
- Class C: \$244.00

6. Other Charges:

- \$45.00 per winch (excluding the first winch)
- \$45.00 for high water retrieval

7. Towing Outside City Limits: \$150.00 plus \$7.50 per mile

(b) Where any state law, rule, or regulation, or local Master Fee Schedule as prescribed by this Code requires a different rate for services rendered by a wrecker service or storage facility or any other type of business entity regulated under this chapter, then such rate shall be followed without the necessity of further amendment of this chapter.

Section 3. Severability Clause. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons or circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 4. Repealer. All ordinances, orders, or resolutions heretofore passed and adopted by the City Commission of the City of Weslaco, Texas, that are in conflict with any provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption and publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of January 2025.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ___ day of _____, 2025.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1237	
From: David Arce			
Subject: Discussion and consideration to cancel PO# 25-1068 for the purchase of the Vermeer Jetter VX75-500 from vendor Vermeer Texas-Louisiana in the amount of \$178,118.82 (Staffed by Public Works 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):			
David Arce David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Cancel PO			
Attachments, if any: Memo 2025 Jetter Cancel PO, Purchase Order 25-1068, EMAILS FROM VENDOR			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Pete Garcia, Jr., 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: January 7, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: VERMEER JETTER CANCEL PO

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

Overview:

Staff recommends canceling the purchase order for the Vermeer Jetter PO# 25-1068 due to significant delays in production communicated by the factory.

Details:

The vendor informed us that production of the unit has been delayed further, with an anticipated start date in the summer of 2025. The correspondence also stated that the order could be placed as soon as build spots open up, with updates provided on production timelines. However, this delay exceeds our operational needs and timeline.

Staff Recommendation:

Given the extended production delay, staff recommends:

1. Canceling the current purchase order.

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date
12/10/2024

Delivery Date

Terms
NET 30 DAYS

Requisition Number
16645

V
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VERMEER EQUIPMENT OF TEXAS, LLC
DEPARTMENT 41351
PO BOX 650823
DALLAS, TX 75265-0823

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CITY OF WESLACO - PUBLIC WORKS
1912 JOE STEPHENS AVENUE
WESLACO, TX 78596
DAVID ARCE

Account	Quantity	Description of Articles or Service	Unit Price	Amount
08-5324-55413	0	VERMEER JETTER VX75-500 FOR WASTEWATER COLLECTIONS . AS STATED ON ESTIMATE NO.: Q00949 . BUYBOARD CONTRACT NO.: 684-22 / APPROVED BY COMMISSION ON 11/19/2024	0.00	178,118.82
TOTAL				178,118.82

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts. If these conditions are not acceptable please advise
3. us on receipt of the order and before you make any delivery.

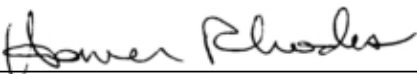
Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State tax.

Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

CITY OF WESLACO

BY 
FINANCE DEPARTMENT

Tax Exempt Number: 17460025442

Purchase Order No.: 25-1068

Good Afternoon,

Unfortunately we received correspondence from the factory, below, stating that there has been another delay in production and now they aren't anticipating production until the summer of 2025. We will place your order for production just as soon as they open up the build spots, if this is acceptable to you? We can advise you as soon as this transpires or if we receive any new notifications on the production date.

Please let me know if you have any further questions or need additional information.

Thank You for your Understanding and Have a Wonderful Holiday!!!,

Walter R. Mika
(956) 605-1545

Sent from my iPhone

Walter Mika
Sales Representative
222 Frontage Road |
Alamo, Texas 78516
O: (956) 782-5580
C: (956) 605-1545

We appreciate your business! Our goal is to provide you with superior customer service. Let us know how we did [HERE](#)

Begin forwarded message:

From: Kim Harper <kimh@vermeertexas.com>
Date: December 19, 2024 at 12:21:31 PM CST
To: Shane Brownlow <sbrownlow@vermeertexas.com>, Walter Mika <walterm@vermeertexas.com>, Brian Jalomo <bjalomo@vermeertexas.com>, Brody Hooper <brodyh@vermeertexas.com>, Jared Davis <jdavis@vermeertexas.com>, "Champ M. Cox" <champc@vermeertexas.com>, Ray Miller <rmiller@vermeertexas.com>, Troy Johnston <tjohnston@vermeertexas.com>
Subject: FW: [EXTERNAL]VERMEER COMBO JET TRAILER

Kim Harper
Equipment
Manager
3025 State
Highway 161 |
Irving, Texas
75062
O: (972) 255-
3500
C: (214) 317-
0708

We appreciate your business! Our goal is to provide you with superior customer service. Let us know how we did [HERE](#)

From: Ryan Floyd <ryanfloyd@vermeer.com>
Sent: Thursday, December 19, 2024 12:16 PM
To: Kim Harper <kimh@vermeertexas.com>
Subject: RE: [EXTERNAL]VERMEER COMBO JET TRAILER

Hi Mrs. Kim!

No mam, they cannot be ordered yet as the units are **NOT** in production right now. The production on the VX75 has been delayed again. We anticipated production beginning in January, but due to some engineering discoveries this will be pushed back to the summer of 2025.

Summer of 2025; The units that are going to be produced first are the VX75-800 Standard unit, as well as the Jetter unit.

VX75 Skids, and 500 gallon units will not start production until 2026.

Specifically, there were some concerns about the trailer frame, engine enclosure, and hose/harness routings that need to be addressed.

While we know that this delay is less than favorable, we want to ensure that when this product goes to market that we are releasing a product that stands up to the durability that we expect with a Premium Brand. This model will be the base platform for future models going forward, so it is imperative that these issues are addressed at this time.

Please let me know if you have any questions at all.

Respectfully,

Ryan Floyd
Territory Sales Manager
7835 Augusta Rd | Piedmont, SC 29673
27137 South Hwy 33 | Okahumpka, FL 34762
O: (864) 277-5780 | C: (641) 230-1717
Vermeer.com

From: Kim Harper <kimh@vermeertexas.com>
Sent: Thursday, December 19, 2024 10:55 AM
To: Ryan Floyd <ryanfloyd@vermeer.com>
Subject: FW: [EXTERNAL]VERMEER COMBO JET TRAILER

So we can order in January for this unit?

Kim Harper

Equipment Manager

3025 State Highway 161 | Irving, Texas 75062

O: (972) 255-3500

C: (214) 317-0708



Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1238	
From: David Arce			
Subject: Discussion and consideration to purchase Vac-con trailer with vacuum and jetter from Sourcewell contract number 101221-VAC vendor Heil of Texas in the amount of \$166,249.59. (Staffed by Public Works Department.)			
Background: Purchase a mini jetter vac trailer to be used in smaller tighter areas that our larger vac truck can't enter.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Vac Con Jetter, MINI VAC CON FL NP800 SW QUOTE, 800 Bid Specs with Options - 10-04-2024, Jetter/Vac Picture			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Pete Garcia, Jr., 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: January 7, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: VAC CON JETTER/VAC TRAILER

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

Overview:

Staff recommends the purchase of a Vac-Con Model V 800 trailer unit to support operational needs effectively. This unit is equipped with advanced features and will meet the needs of our collections department. This unit is to be purchased from vendor Heil of Texas a Sourcewell contract \$166,249.59

Key Features of the Vac-Con Model V 800:

- **Engine and Power:**
 - Kubota Tier 4 Diesel Engine (74 HP)
- **Debris and Water Handling:**
 - 800-Gallon Debris Tank
 - 325-Gallon HDPE Water Tank
- **Pump and Wands:**
 - 20 GPM @ 2000 PSI Water Pump
 - Wash Down Wand
- **Hose and Reel:**
 - 200' of 1/2" Sewer Hose with Reel
 - 50' of 3/8" High-Pressure Hose
- **Trailer and Accessories:**
 - Dual Wheel Axles (2 @ 10K Each) with Steel Rims

Recommendation:

Staff recommends approval of the purchase of the Vac-Con Model V 800



12/30/2024

SOURCEWELL QUOTE FOR A VAC-CON NEPTUNE TRAILER COMBINATION MACHINE

SOURCEWELL CONTRACT NO 101221-VAC

Customer: CITY OF WESLACO

Delivery: TEXAS

Description	Amount
Vector Neptune model NP800 trailer mounted combination machine with all standard equipment - Painted Standard Dusty Grey	\$166,321.00
Sourcewell Discount	(\$8,316.05)
74 HP Kubota diesel engine	\$0.00
800 Gallon debris tank, 325 gallon HDPE water tank	\$0.00
909 CFM/16"Hg	\$0.00
Rear door hydraulic locks	\$3,169.20
Upgrade to 300' of sewer hose and reel	\$1,638.75
WARRANTY: 1 Year warranty on machine excluding wear items, 1 Year warranty on the water pump, 2 Year warranty on the engine, 5 Year warranty on trailer frame and water tank	\$0.00
Local dealer pre delivery inspection & training, delivery to customer facility	\$0.00
Freight	\$4,610.00
TOTAL CONTRACT PRICE	\$167,422.90
Additional Discount Offered By Local Dealer	(\$1,173.31)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$166,249.59
TRADE IN OF EXISTING TRAILER	(\$6,000.00)
TOTAL PRICE AFTER TRADE	\$160,249.59

Delivery is 90 Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS FL 32043

CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PH: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION

VAC-CON NEPTUNE NP800

VACUUM/JETTER COMBO TRAILER OR EQUIVALENT

COMPLY

YES/NO

ENGINE / BLOWER AND TRAILER SYSTEMS

- _____ PD BLOWER WITH MAX 909 CFM AND 16"HG
- _____ 74 HP TIER 4 KUBOTA DIESEL ENGINE WITH SHUTDOWNS
- _____ FULLY ENCLOSED POWER UNIT
- _____ 30 - GALLON FUEL TANK
- _____ HD TRAILER 6" X 4" X ¼" RECT. TUBE STEEL FRAME, TANDEM 10K DUAL WHEEL AXLES
- _____ ADJUSTABLE PINTLE HITCH
- _____ 7 PIN RV CONNECTER, LED TRAILER LIGHTS, ELECTRIC BRAKES
- _____ (1) STROBE LIGHT, (2) LED WORK LIGHTS – REAR MOUNTED
- _____ RIMS - STEEL

DEBRIS AND WATER TANK SYSTEMS

- _____ 845 - GALLON DEBRIS TANK WITH 50-DEGREE HYDRAULIC HOIST
- _____ 4" REAR DOOR VACUUM HOSE MOUNT WITH QUICK CONNECT COUPLING
- _____ 6" DECANT VALVE ON REAR DOOR
- _____ FULL OPEN HYDRAULIC DUMP DOOR
- _____ 325 - GALLON HDPE WATER TANK
- _____ WATER PUMP- GIANT 20 GPM @ 2000 PSI
- _____ ELECTRIC CLUTCH ON WATER PUMP
- _____ HOSE REEL MOUNTED ON REAR DOOR, 200' X ½" HOSE
- _____ 50' X 3/8" HAND GUN HOSE WITH COUPLINGS AND REEL
- _____ WATER RECIRCULATION AND AIR PURGE

COMPLY

YES/NO

ACCESSORIES:

_____ WATER DIGGER WAND WITH WOBBLE NOZZLE

_____ WASH DOWN GUN

_____ (2) 4" DIAMETER - 6' TUBE EXTENSIONS

_____ (1) 4" DIAMETER – 6' CROWN NOZZLE

_____ FENDER MOUNTED TOOLBOX

_____ EMERGENCY VACUUM STOP WITH 100' CORD

_____ TUBE RACK

_____ (1) CLEANING NOZZLE (1) FLUSHING NOZZLE

4" BOOM PACKAGE (OPTIONAL)

_____ 9' BOOM WITH 2' OF HYDRAULIC EXTENSION

_____ MANUAL 270- DEGREE ROTATION WITH HYDRAULIC BOOM UP/ DOWN
& IN/OUT

_____ 4" X 16' BOOM HOSE

_____ PENDENT BOOM CONTROL (UP/DOWN, IN/OUT & CW/CCW – If Power Boom
Rotate Chosen)

_____ BOOM MOUNTED LED WORK LIGHTS

OPTIONAL EQUIPMENT

_____ POWER BOOM ROTATION – CW/CCW

_____ WIRELESS REMOTE - (Boom - In/Out, Up/Down, Water on/off, RPM & CW/CCW – If
Power Boom Rotate Chosen)

_____ REAR DOOR HYDRAULIC LOCKS

_____ UPGRADE HOSE & REEL MOUNTED ON REAR DOOR, 300' X 1/2"

_____ UPGRADE TO 15 GPM @ 3000 PSI WATER PUMP

_____ UPGRADE TO 1900 CFM / 16" Hg, 114 HP DIESEL ENGINE

- _____ UPGRADE TO 6" BOOM PACKAGE
- _____ UPGRADE TO ALUMINUM WHEELS

COMPLY

YES/NO

DIMENSIONS AND WEIGHTS: (WITH BOOM)

- _____ 20' 3-1/8" LONG, 7' 1" WIDE, 9' 9-1/8" HEIGHT
- _____ DRY WEIGHT 10,400 LBS. WITH TONGUE WEIGHT OF 1,040 LBS.

WARRANTY:

- _____ ONE YEAR WARRANTY ON MACHINE EXCLUDING WEAR ITEMS
- _____ TWO YEAR OR 2,000 HOURS (Whichever occurs first) ON THE ENGINE
- _____ ONE YEAR WARRANTY ON THE BLOWER & WATER PUMP
- _____ THREE YEAR STRUCTURAL WARRANTY ON TRAILER FRAME





Standardized Agenda Request Form

Date of Meeting: January 7, 2025		Agenda Item No. (to be assigned by CSO): 2024-1238	
From: Albert Aldana			
Subject: Discussion and consideration to purchase two transformers in the amount of \$8,000.00 for the South Wastewater Treatment Plant UV Disinfection System. (Staffed by Engineering Department.)			
Background: See attached memo			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Albert Aldana		Created/Initiated	
Albert Aldana		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - Transformer purchase, Estimate_1547_from_MKC_Electric_Inc, Transformer Quote UV System 12-23-2024, FW_ Weslaco, TX - South Plant UV visit _ inspection for new system			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Pete Garcia, Jr., 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 23, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

RE: **PURCHASE OF TRANSFORMERS FOR THE SOUTH WASTEWATER
TREATMENT PLANT UV DISINFECTION SYSTEM**

This item seeks your approval to purchase two required transformers for our South Wastewater Treatment Plant (SWWTP) UV Disinfection System. Two transformers are required for the installation of the four UV modules on the existing bay equipment which are not included in their purchase.

Two quotes were received as follows:

1. MKC Electric – Quote in the amount of \$6,260.00 (Unverified compatibility with Aquaray 40 Equipment)
2. VEOLIA Ozonia (Same manufacturer/vendor as the UV Modules and verified compatibility with Aquaray 40 Equipment) - Quote in the amount of \$8,000.00

The quote from VEOLIA Ozonia would be an add-on to the purchase of the UV Modules and would be shipped with the Modules. These transformers are specifically made for the Ozonia Aquaray 40 UV Disinfection System equipment.

The transformers will be installed by a contractor who will be selected via RFB process to install the UV modules. Solicitation for bids for this installation was approved by city commission at our last meeting of December 17, 2024.

Staff recommends approval of the quote from VEOLIA Ozonia in the amount of \$8,000.00. Please let me know if you have any questions or need further information.

Kind regards,

Attachment: Vendor Quotes

MKC Electric Inc
710 N Nevada Ave
Weslaco, TX 78596
956-376-3159
mkcelectricinc@gmail.com



ADDRESS
Inframark

Estimate 1547

DATE 12/18/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/18/2024	MATERIALS	WASTEWATER TREATMENT PLANT - 27KVA 3 PHASE 460-400 STEP DOWN TRANSFORMER DM027JH	2	3,110.00	6,220.00

TOTAL \$6,220.00

Accepted By

Accepted Date



HARTWELL
ENVIRONMENTAL
CORPORATION

Quotation

22115 Hufsmith Kohrville Rd.

Tomball, TX 77375-6952

281-351-8501 Tel 281-351-8323 Fax

Email: dfishbeck@hartwellenv.com

Date	Quotation #
12/23/2024	12232024

Quotation For:

Company: City of Weslaco

Attn: Lucio Garza - INFRAMARK Contact

Tel: (956) 376-0809

Email: lucio.garza@inframark.com

Hartwell Environmental is pleased to provide our quotation on the following equipment item:

Terms	Delivery	Ship Via	Freight	Part Manufacturer
Net 30	10 weeks ARO	Best Way	Prepay / Add	SEEPEX
Qty.	Part Number	Description	Unit Price	Total
2		Power Transformer for Ozonia Aquaray 40 UV Disinfection System Proposed in Ozonia Proposal Reference : WESLACO TX - SOUTH WWTF dated November 26, 2024 IMPORTANT NOTE : This proposal is ONLY valid for purchase of the UV system in the above referenced proposal provided by Veolia Ozonia. The option cost for the 2 transformers would be added to the factory proposal and the equipment described above would be added to the order.	4,000.00	8,000.00
TOTAL				\$8,000.00

Comments or Special Instructions:

Quote prepared by: Dennis Fishbeck

THANK YOU FOR YOUR BUSINESS!

From: [Quilantan, George](#)
To: [Alberto J. Aldana](#); [Martin Garza](#)
Cc: [DAVID ARCE](#); [Xavier Salinas](#); [Garza, Lucio](#)
Subject: FW: Weslaco, TX - South Plant UV visit / inspection for new system
Date: Monday, December 23, 2024 11:26:10 AM
Attachments: [image001.png](#)
[Transformer Quote UV System 12-23-2024.pdf](#)

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.

Albert-please see attached quote from Veolia for the transformers. Also, please see below for Dennis Fishbeck comments.

Regards,

George Quilantan | Project Manager II



2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.1000 | www.inframark.com

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>
Sent: Monday, December 23, 2024 11:19 AM
To: Garza, Lucio <lucio.garza@inframark.com>
Cc: BILL HOOPER <dewater9@aol.com>; Quilantan, George <george.quilantan@inframark.com>
Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Good Morning Lucio, George,

Merry Christmas to you and your families.

Attached is the quote for the two power transformers requested. This quote is ONLY valid as an adder to the original UV quote and would be supplied by Veolia Ozonia as an option adder. The order can be placed by the City or by Inframark, etc.... If the decision is made to order the transformer through Veolia Ozonia, the technical information would be provided with the NEW system information and the warranty (performance responsibility) would be carried by Veolia Ozonia. The cost is ONLY for the transformers and does NOT include the installation (same as the other Veolia Ozonia UV equipment on the original proposal).

I hope this is what you wanted for the cost adder request. Please let me know if you have any questions.

Enjoy the Christmas and New Year's Holiday Seasons.

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>
Sent: Wednesday, December 18, 2024 11:17 AM
To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>
Cc: BILL HOOPER <dewater9@aol.com>; Quilantan, George <george.quilantan@inframark.com>
Subject: Re: Weslaco, TX - South Plant UV visit / inspection for new system

External sender <lucio.garza@inframark.com>
Make sure you trust this sender before taking any actions.

It's fine under Hartwell Environmental letterhead
Sent from my iPhone

On Dec 18, 2024, at 11:01 AM, Dennis Fishbeck
<dfishbeck@hartwellenv.com> wrote:

Good Morning Lucio.

I will get a quote for two transformers from Veolia. Is it OK if I just quote those separately under the Hartwell Environmental letterhead OR do you need that quote to be specifically under a Veolia letterhead?

Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>
Sent: Wednesday, December 18, 2024 8:48 AM
To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; BILL HOOPER <dewater9@aol.com>
Cc: Quilantan, George <george.quilantan@inframark.com>
Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

External sender <lucio.garza@inframark.com>

Make sure you trust this sender before taking any actions.

Good morning Dennis,

As per our phone conversation this morning, please send us a quote for 2 transformers from Veolia.

Also, we need a proposal from Bill Hooper as soon as possible to come down once the installation is approved.

For him to make sure the installation of the UV modules and electrical is done correctly.

Regards,

Lucio Garza | Assistant Project Manager

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.0809 | www.inframark.com

From: Quilantan, George <george.quilantan@inframark.com>

Sent: Wednesday, December 18, 2024 8:04 AM

To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>

Cc: Garza, Lucio <lucio.garza@inframark.com>

Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Good morning Dennis,

At last night's City of Weslaco Council meeting, the item to purchase the UV modules from Veolia was approved. Next step is for the city to issue a PO#. Once obtained, I will forward to you.

<image003.png>

Regards,

George Quilantan | Project Manager II

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.1000 | www.inframark.com

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>

Sent: Wednesday, December 11, 2024 3:52 PM

To: Garza, Lucio <lucio.garza@inframark.com>; BILL HOOPER <dewater9@aol.com>

Cc: Quilantan, George <george.quilantan@inframark.com>

Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Thanks Lucio.

I called the Product Mngr at Veolia if they would consider a discount from their proposal.

After a review of the project folder, they advised that they could not discount the cost any further. They reminded me that they had held their cost on this project for quite some time while their input costs in labor and materials have gone up through simple inflation. I apologize but none of our manufacturers have experienced cost declines of labor or materials over the past few years. They generally are all paying more than what they once paid to build and support their equipment. We expect that our 2025 proposal costs are going to go up across the board as manufacturers are no longer willing to absorb the cost increases including a potential United States administration discussion on tariffs to be enacted on everything that is imported into the United States.

If the City does not authorize the procurement of this equipment and the new administration enacts immediate tariffs on everything imported (raw materials and electronic components), factories will be unable to hold today's proposals in many cases. This proposal was originally prepared well before the national election and the discussions of public policy changes for the next administration.

I know the City has valid concerns related to budgeting for operations and future improvements. I am sure they are discussing many of these general topics in OPEN and CLOSE door sessions.

Please let me know if you would like to discuss.

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>
Sent: Wednesday, December 11, 2024 3:00 PM
To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; BILL HOOPER <dewater9@aol.com>
Cc: Quilantan, George <george.quilantan@inframark.com>
Subject: FW: Weslaco, TX - South Plant UV visit / inspection for new system

Warning: Unusual sender <lucio.garza@inframark.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dennis,

We spoke with the City this morning and they agreed with the purchase of the modules.

They are waiting for approval from council members. City Manager wanted to know if this was the best and final offer on the cost?

Also can you have Mr. Bill Hooper provide us with the description on scope of work please.

We are wanting to get this completed in 2 phases. Phase #1 is to purchase the equipment. Phase #2 will be the installation.

We are recommending to the City that we, Inframark, will get Mr. Bill Hopper to make sure the installation gets done properly.

May you please answer my questions as soon as possible. We don't want this movement to stop. I know we have been back and forth for a long time and would like to see this project get completed.

Regards,

Lucio Garza | Assistant Project Manager

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.0809 | www.inframark.com

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>
Sent: Monday, September 9, 2024 10:14 AM
To: Garza, Lucio <lucio.garza@inframark.com>; Quilantan, George <george.quilantan@inframark.com>
Cc: dewater9@aol.com

Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Good Morning Lucio, George,

Please find attached an inspection report from Mr. Bill Hooper regarding last week's field visit to your South Plant.

We are confident that the proposed UV upgrade will fit into the legacy system. However, there is a minor chance that a small amount (1/4" or less) of concrete will need to be grinded depending on the channel width ONLY at the point of where the module is located in the channel. Bill suggests putting together a simple wood frame that can be dropped down into the channel to test if any grinding is necessary. It may not on one module location, but it may need some on another module location. The whole point is to have a tight fit, but not so tight that you can't easily pull the module out for cleaning, inspection or any type of service.

Please let me know if you have any questions. We will send the invoice over as soon as it is ready and then run the card that you provided.

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>

Sent: Tuesday, September 3, 2024 8:02 AM

To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; Quilantan, George <george.quilantan@inframark.com>; Villarreal, Domingo <domingo.villarreal@inframark.com>; Nathan Cavazos <mkcelectricinc@gmail.com>

Subject: Re: Weslaco, TX - South Plant UV visit / inspection for new system

Good morning Dennis,

SWWTP address is 4215 S. Midway Rd. Weslaco, TX 78596. Contact name is Domingo Villarreal. His phone number is 956-650-1593. Electrician will be there tomorrow morning as well.

Get [Outlook for iOS](#)

From: Garza, Lucio <lucio.garza@inframark.com>

Sent: Saturday, August 31, 2024 10:29:40 AM

To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; Quilantan, George <george.quilantan@inframark.com>

Subject: Re: Weslaco, TX - South Plant UV visit / inspection for new system

Crane works

Get [Outlook for iOS](#)

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>

Sent: Saturday, August 31, 2024 9:47:46 AM

To: Garza, Lucio <lucio.garza@inframark.com>; Quilantan, George <george.quilantan@inframark.com>

Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

I almost forgot.

We need you to confirm that the davit crane that lifts the modules out of the channel is operational on Tuesday.

If the crane is not working and cannot lift the modules out of the channel, it will prevent a proper inspection of the installation and that information is critical for a smooth installation of the NEW system.

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Dennis Fishbeck

Sent: Saturday, August 31, 2024 9:22 AM

To: Garza, Lucio <lucio.garza@inframark.com>; Quilantan, George <george.quilantan@inframark.com>

Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Good Morning Lucio, George,

Mr. BILL HOOPER will be in Weslaco at the South Plant on the morning of Wednesday, September 4, 2024.

I will call you to get your CC information on Tuesday.

Please reconfirm the address and the plant contact name (mobile phone number) that he is to use to coordinate his arrival. If you can also confirm that your electrician will be available that morning to discuss the electrical with BILL that would be quite helpful.

The transformers the City of Weslaco will need to provide should be sized as one (1) 480Delta-400Y/3ph/60Hz/27 KVA transformer per channel (total of two required for two channels). This is large enough for a future 3 module if you ever choose to add an additional module in each channel. Please discuss with BILL when you all meet if you have questions regarding the transformers required.

Have a Great Labor Day Weekend!

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>
Sent: Thursday, August 29, 2024 9:17 AM
To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; Quilantan, George <george.quilantan@inframark.com>
Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Yes!

I spoke with our electrician a few minutes ago.

He can be on site. Just provide me the date and time of arrival so he can be sure to be on site.

Regards,

Lucio Garza | Assistant Project Manager

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.0809 | www.inframark.com

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>
Sent: Wednesday, August 28, 2024 9:50 PM
To: Garza, Lucio <lucio.garza@inframark.com>; Quilantan, George <george.quilantan@inframark.com>
Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Hi Lucio.

I'll call you tomorrow.

Would you be ready for the inspection next week if Bill can fit you in?
He would like for your electrician to be there when he is performing the inspection
and in particular the discussion for the power utility coming to the UV structure.

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>
Sent: Wednesday, August 28, 2024 4:39 PM
To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; Quilantan, George
<george.quilantan@inframark.com>
Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Dennis,

Yes, please send the invoice.

Bill To and Ship To will be; George Quilantan, Project Manager. 2500 N. TX Blvd
Weslaco, TX 78599. (M) 956.376.1000

For CC information please call me to give it to you over the phone.
Any date works for us. The sooner the better!

Regards,

Lucio Garza | Assistant Project Manager

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.0809 | www.inframark.com

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>
Sent: Wednesday, August 28, 2024 4:17 PM
To: Garza, Lucio <lucio.garza@inframark.com>; Quilantan, George
<george.quilantan@inframark.com>
Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Good Afternoon Lucio, George,

Do you need an invoice for your records? We can create an invoice if you like and provide you with confirmation that the credit card went through. If you would like to have the invoice reflect a BILL TO and SHIP TO matching the following :

Lucio Garza | Assistant Project Manager

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.0809 | www.inframark.com

The description would be "South Wastewater Plant UV Inspection" unless you direct us to call it something else.

We need your credit card information in advance to release the service technician for travel to Weslaco.

In preparation, we will ask Mr. Bill Hooper to provide a date on his calendar that he is available to come down and perform the inspection.

Please let us know if there are any dates that you DO NOT WANT Mr. Hooper to come to Weslaco. We know that from time to time you may have official visitors like TCEQ and that may not be a good time to have a service technician doing things at the plant.

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895

From: Garza, Lucio <lucio.garza@inframark.com>

Sent: Wednesday, August 28, 2024 2:49 PM

To: Dennis Fishbeck <dfishbeck@Hartwellenv.com>; Quilantan, George <george.quilantan@inframark.com>

Subject: RE: Weslaco, TX - South Plant UV visit / inspection for new system

Dennis,

I spoke with George and we both agree on having the tech come down. It will be charged with our company cc.

Regards,

Lucio Garza | Assistant Project Manager

<image002.png>

2500 N. Texas Blvd. | Weslaco, TX 78599
(M) 956.376.0809 | www.inframark.com

From: Dennis Fishbeck <dfishbeck@Hartwellenv.com>

Sent: Tuesday, August 27, 2024 3:21 PM

To: Garza, Lucio <lucio.garza@inframark.com>; Quilantan, George <george.quilantan@inframark.com>

Subject: Weslaco, TX - South Plant UV visit / inspection for new system

This Message Is From an External Sender

This message came from outside your organization. Please use caution when clicking links.

Good Afternoon Lucio,

You asked that I send an email to you and George regarding the cost to visit the South Plant and inspect the old UV system to determine the steps necessary for the NEW system should you decide to move forward with this upgrade.

I have spoken with the technician who does this work for us.

He had advised that his cost is based on travel, onsite job time and any associated costs like (Hotel).

I asked him for a NOT TO EXCEED quote and he advised \$3,000 should cover his travel, time onsite, hotel stay, etc...

He has been to the plant before and is familiar with the installation. He would like for a representative of Inframark and an electrician to be onsite with him in case he needs to look into the power utility (supply) to the UV structure. We had discussed this recently and you sent some pictures, but Bill would ask the electrician specific information about that power feed and it's suitability to run the new system. Bill also advises that the air scour blowers and crane be functional. He would like to turn the blowers on to see how they are providing air to the air scour cleaning system that stays with the new system. He would also like to pull modules from the channels if necessary to check some things.

I checked with the office and we do take credit cards for orders like this. We will authorize Bill's travel to the valley once we have run the card through the system and our accounting department releases Bill to schedule his visit. We have advised that it was desired to do this inspection in September for scheduling purposes.

Do you have any questions?

With Best Regards,

Dennis Fishbeck
Hartwell Environmental
(281) 799 - 2895