



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
WEDNESDAY, MARCH 5, 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 Wednesday, March 5, 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 Juan J. Serrano for his service on the Weslaco Economic Development Corporation Board.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. REPORTS

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

- C. Boys & Girls Club of Weslaco - Programs and Expansion Fundraising.

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 Regular Meeting on February 4, 2025.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2025-03 creating the Weslaco Beautification Committee. (First reading held February 19, 2025; staffed by City Manager.) Attachment.
 - 2) Ordinance 2025-04 to amend Chapter 82, Article VIII of the Code of Ordinance to include Sections 82-224 through 82-232 to be titled "Naming of Donated Property" and establish authority to name such donated properties at the City's discretion. (First reading held February 19, 2025; staffed by City Manager.) Attachment.
- C. Approval to accept the 2024 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas. (Staffed by Police Department.)
- D. Approval of the Memorandum of Agreement (MOA) between Weslaco Fire-EMS Department and Axon Education to provide field and clinical internship for students in the EMS Training Programs. (Staffed by Fire Department.)
- E. Approval of the educational affiliation agreement between Weslaco Fire Prevention-EMT Program and Knapp Medical Center for emergency medical technician (EMT) students to participate in field education experience rotations. (Staffed by Fire Department.)
- F. Approval of the education affiliation agreement between Weslaco Fire Prevention-EMT Program and South Texas Health Systems to provide clinical learning experiences to advance training and education. (Staffed by Fire Department.)
- G. Approval of Resolution 2025-26 designating authorized signatories for contractual documents pertaining to Local Hazard Mitigation Plans Program (LHMPP) General Land Office (GLO) State Contract Number 22-130-073-E794. (Staffed by Grant Manager.)
- H. Approval to renew affiliation agreement with Southern Careers Institute for a period of two (2) years; unless terminated earlier. (Staffed by Human Resources Department.)
- I. Approval to ratify the acceptance of a Grant Award from the Stanton Foundation in the amount of \$80,000. Funding will be utilized for the purchase of a 2024 Ford

Transit Cargo Van for the Animal Care Services Division. (Staffed by Grant Manager.)

- J. Approval for payment to Hidalgo County Elections Department in the amount of \$50,551.15 for the General Election held November 5, 2024. (Staffed by City Secretary Department.)

V. **APPOINTMENTS**

- A. Discussion and consideration on Resolution 2025-27 appointing a member to the Weslaco Economic Development Corporation. (Staffed by City Secretary/Weslaco EDC.) Attachment.

VI. **NEW BUSINESS**

- A. Discussion and action on the confirmation and swearing in of the Weslaco Chief of Police. (Staffed by City Manager.)
- B. Discussion and consideration to approve the renewal of Microsoft Office 365 suite in the amount of \$77,638.38; Contract#: DIR-CPO-5237. (Staffed by Information Technology Department.) Attachment.
- C. Discussion and consideration to authorize the purchase of two (2) John Deere Z960M ZTrak mowers through **BuyBoard Contract #724-23 with Vendor Deere & Company** for an amount not to exceed \$32,608. (Staffed by Parks & Recreation Department.)
- D. Discussion and approval of Allowance Expenditure Authorization No. 1 New Library Project for removal of existing foundation in an amount not to exceed \$27,787. (Staffed by Parks & Recreation Department.) Attachment.
- E. Discussion and consideration to negotiate and enter into a contract with Green, Rubiano & Associates, for RFQ #2024-25-11 Engineering Services for Metal Canopy Design. (Staffed by Public Works Department.) Attachment.
- F. Discussion and consideration to approve final payment to CB3, LLC in the amount of \$60,713.28 for the North Wastewater Treatment Plant Aeration Basin Rehabilitation Project. (Staffed by Engineering Department.) Attachment.
- G. Discussion and consideration accepting and adopting the City Of Weslaco Water Conservation and Drought Contingency Plan. (Staffed by Planning and Code Enforcement Department.) Attachment.
- H. Discussion to accept and file the Economic Development Corporation of Weslaco Audit Fiscal Year 2024. (Staffed by Economic Development Corporation of Weslaco.) Attachment.
- I. Discussion and consideration regarding the purchase of a 2024 Ford Transit Cargo Van for the Animal Care Services Division through **BuyBoard Contract #724-23**

with Sam Pack's Five-Star Ford, at a total cost of \$70,814.22. (Staffed by Grant Manager.) 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 Weslaco Municipal Police Union (WMPU) 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 Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as 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.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of February 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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-39	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Deacon Albert Aldana, St. Joan of Arc Catholic Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-230	
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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-231	
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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-232	
From:			
Subject: Boys & Girls Club of Weslaco - Programs and Expansion Fundraising.			
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 OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-44	
From:			
Subject: Approval of the Minutes of the Regular Meeting on February 4, 2025. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the regular meeting of February 4, 2025.			
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/Initiated New	
City Manager Comments: Approve as recommended by staff subject to any comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: 250204 minutes			
Responsibilities upon Approval:			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
FEBRUARY 4, 2025**

On Tuesday, February 4, 2025, at 5:32 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	Israel Gonzalez Jr.
	Commissioner	JP Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias
	Commissioner	Pete Garcia Jr.
	Commissioner	Josh Pedraza

ABSENT: None

STAFF PRESENT:	Xavier Salinas	Asst. City Manager
	Norma A. Cantu	City Secretary
	Aylssa Aleman	Interim City Attorney

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Arnold Becho, Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Antonio Lopez, Fire Chief, Armando Espinoza, Interim Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks and Recreation Director, Rosa Badillo, Court Coordinator, George Quilantan, Inframark and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 31, 2025.

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.

E. Mayoral recognition.

- 1) Recognition - Vivian Nichole Tamez, Miss Hidalgo Borderfest 2024.

Mayor Gonzalez and City Commission recognized Vivian Nichole Tamez as the 2024 Miss Hidalgo Borderfest.

- 2) Recognition - Jaelynn Medellin, All American UCA Cheerleader.

Recognition to be at the next regular meeting.

- 3) Proclamation - Reyna Ortega, National Catholic School Week.

Mayor Gonzalez and City Commission proclaimed January 26, 2025, through February 1, 2025 as “National Catholic Schools Week”.

- 4) Proclamation South Texas Health Systems - American Heart Month

Mayor Gonzalez and City Commission proclaimed February 4, 2025 as “American Heart Month”.

- 5) Proclamation - Healthier Texas Challenge.

Mayor Gonzalez and City Commission proclaimed the City of Weslaco’s recognition and support for the “Healthier Texas” and in support the Mayor and City Commission executed their community leader pledge to be active participants.

II. PUBLIC COMMENTS

None.

III. REPORTS

A. Health Insurance Quarterly report by Roger Garza (Valley Risk Consulting).

Roger Garza, Valley Risk Consulting, presented quarterly report of the health insurance plan; reported Dec 2024 claims paid for medical was \$186,425, pharmacy \$24,137 and other fees \$265 for a total of \$210,827; for the period of Oct 2023-Dec 2024 total claims paid was \$375,682; Oct 2024-Dec 2024 total claims paid was \$709,854; presented the loss ratio for 2024 by month for a total loss ratio being 124%; reported on the top 10 high cost medications, for the quarter; stated contributing factors of plan increase was high cost of claims and medications (Mounjaro and Ozempic); went over recommendations for the next plan year would be to solicit proposals for a fully-funded or self-funded plan and implement a wellness program for weight management.

B. Boys & Girls Club of Weslaco - Programs and Expansion Fundraising.

Mary Gallardo, Boys & Girls Club, Chief Executive Officer, went over the mission of the Boys & Girls Club; went over the programs they offer that are grant funded; their services is extended to all the youths in the mid-valley area; a program they hope to expand on is for teens once the new expansion is completed and currently the Boys & Girls Board continue to seek grant funding.

The commission requested they look to United Way that may offer grant funds for programs and help offset cost for families.

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 on second and final reading of the following:

1) Ordinance 2025-01 to rezone 2610 N Westgate Dr., also being S ½ of Lot 2 & all of 3, Block 1, Sun Country Estates Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-1 Neighborhood Business District. (First reading held January 21, 2025; staffed by Planning & Code Enforcement Department.).

2) Ordinance 2025-02 to approve the naming of a service road located within Expressway Heights Unit #3 as Fort Worth Service Road. (First reading held January 21, 2025; staffed by Planning & Code Enforcement Department.)

B. Approval on the petition from Maher and Malek Al-Sayyed for the release of property located in the City's Extraterritorial Jurisdiction described as 3.90 acres out of Farm Tract 1065, The West and Adams Tracts Subdivision, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)

C. Approval on Resolution 2025-09 to apply for the FY2026 Criminal Justice Grant Program (Grant #5417701) to purchase active shooter training equipment with no match required. (Staffed by Police Department.)

D. Approval on Resolution 2025-10 to apply to the FY2026 General Victim Assistance Grant Program (Grant #3814607) for salaries, overtime, and equipment, with 20% match required. (Staffed by Police Department.)

E. Approval on Resolution 2025-11 to apply to the FY2026 Internet Crimes Against Children Grant Program (Grant #5417801) for overtime, training, and equipment, no match required. (Staffed by Police Department.)

F. Approval on Resolution 2025-12 to apply to the FY2026 Juvenile Justice and Truancy Prevention Grant Program (Grant #4003406) for salary, overtime pay, supplies, and equipment, no match required. (Staffed by Police Department.)

G. Approval on Resolution 2025-13 to apply to the FY2026 Project Safe Neighborhoods Grant Program (Grant # 5417901) for equipment and to pay for overtime, no match required. (Staffed by Police Department.)

H. Approval on Resolution 2025-14 to apply to the FY2026 Rifle-Resistant Body Armor Grant Program (Grant # 5418001) to purchase rifle-resistant body armor, no match required. (Staffed by Police Department.)

I. Approval on Resolution 2025-15 to apply to the State and Local Cybersecurity Grant Program Workforce Development Projects (Grant #5418101) for training and software, with a 20% match. (Staffed by Police Department.)

J. Approval on Resolution 2025-16 to apply to the FY2026 State Crisis Intervention Grant Program (Grant #5418401) for crisis intervention training, no match required. (Staffed by Police Department.)

K. Approval on Resolution 2025-17 to apply to the FY2026 State Homeland Security Program – LETPA Projects (SHSP-L) (Grant #5418201) for FARO Scanner equipment upgrade no match required. (Staffed by Police Department.)

L. Approval on Resolution 2025-18 to apply to the FY2026 State Homeland Security Program – Regular Projects (SHSP-R) (Grant #5418301) for replacement of police radios, and dispatch equipment, with no match. (Staffed by Police Department.)

M. Approval on Resolution 2025-19 to apply to the FY2026 Violence Against Women Justice and Training Program (Grant #4507604) for violence against women training, with a 30% match. (Staffed by Police Department.)

N. Approval to authorize staff to solicit proposals for a customized lighted drone show for downtown fourth of July celebration. (Staffed by Parks & Recreation Department.)

O. Approval to authorize staff to solicit bids for Lift Station #2 rehabilitation project located at Texas and Agostadero Street. (Staffed by Public Works Department.)

P. Approval to authorize staff to solicit bids for sewer project located at the 400 Block of West Hidalgo Street. (Staffed by Public Works Department.)

Q. Approval to authorize staff to solicit bids for 15 manhole rehabilitation in various locations. (Staffed by Public Works Department.)

R. Approval to terminate Lease Agreement for parking at property legally described as the South 12.50' of Lot 3 and Lots 4-9, Block 26, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County. (Staffed by City Manager.)

Commissioner Lopez requested to withhold items O, P and Q. Commissioner Rodriguez also requested to withhold item Q.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve consent agenda withholding items O, P and Q as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

O. Approval to authorize staff to solicit bids for Lift Station #2 rehabilitation project located at Texas and Agostadero Street. (Staffed by Public Works Department.)

David Arce, Public Works Director, stated the wet wells for Lift Station 2 is in poor condition and in need of significant upgrade to extend the operations of the lift station; stated pumps are in stock, an existing building would be removed, property would be fenced, would replace existing pipe and apply epoxy coating to concrete walls. Staff recommended approval.

In response to the commission, maintenance of equipment is the city's responsibility and Inframark oversees operations; the solicitation process for rehabs of lift station has been done using Buyboard and bids but for this rehab staff is soliciting bids and because it is a rehab no specifications are done.

Commissioner Farias seconded by Commission Pedraza moved to approve to solicit bids for Lift Station #2 rehabilitation project located at Texas and Agostadero Street. The motion carried; Commissioner Lopez against; Mayor Gonzalez was present and voting.

P. Approval to authorize staff to solicit bids for sewer project located at the 400 Block of West Hidalgo Street. (Staffed by Public Works Department.)

David Arce stated this is a sewer line that needs to be re-routed in Cavazos Park to improve sewer infrastructure for ten existing/future homes; water line improvements are also needed and that would be done in-house by the city; the bid would be for the installation of the sewer line only and advised the city had the materials for the project. Staff stated quotes were requested and none received. Staff recommended approval to solicit bids.

Commissioner Pedraza seconded by Commission Farias moved to approve to solicit bids for sewer project located at the 400 Block of West Hidalgo Street. The motion carried unanimously; Mayor Gonzalez was present and voting.

Q. Approval to authorize staff to solicit bids for 15 manhole rehabilitation in various locations. (Staffed by Public Works Department.)

David Arce stated this is a rehabilitation of fifteen manholes; presented location map of the manholes and conditions of them. Staff recommended approval.

In response to Commissioner Rodriguez, David Arce stated past solicitation on the number of manhole rehabs has varied depending on the budget; solicitation has been done both ways, Buyboard and bids for cost comparison.

Commissioner Pedraza seconded by Mayor Pro Tem Gonzalez Jr. moved to approve to solicit bids for 15 manhole rehabilitation as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Following for the record are ordinance caption(s).

ORDINANCE NO. 2025-01

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 2610 N WESTGATE DR., ALSO BEING S ½ OF LOT 2 & ALL OF 3, BLK 1, SUN COUNTRY ESTATES SUBDIVISION, WESLACO, HIDALGO

COUNTY, AND TEXAS FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE 2025-02

AN ORDINANCE TO NAME A SERVICE ROAD LOCATED WITHIN EXPRESSWAY HEIGHTS UNIT #3 AND SOUTH OF DALLAS DRIVE BETWEEN ANAQUA STREET AND AN IRRIGATION CANAL IS HEREBY KNOWN AS FORT WORTH SERVICE ROAD, WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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. APPOINTMENTS

A. Discussion and consideration on Resolution 2025-04 to appoint a member to the Planning and Zoning Commission to fill a vacancy for an unexpired term. (There was no action on January 21, 2025; staffed by Planning and Code Enforcement Department/City Secretary.)

Norma A. Cantu, City Secretary, stated Richard Valdez was being nominated by Commissioner Farias to fill the vacancy for an unexpired term.

Commissioner Farias seconded by Commissioner Pedraza moved to approve Resolution 2025-04 and appoint Richard Valdez to the Planning and Zoning Commission to fill an unexpired term as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve the Final Plat for South Bridge Ranchettes Subdivision being 25.45 acres out of Farm Tracts 757, Blk. 140, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the Northeast corner of Bridge and Mile 5 N. (There was no action January 21, 2025; staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated this was an eighteen (18) lot subdivision inside city limits. Staff met with the developer to discuss the concern of septic tanks and agreed to a note on the plat that once sewer is available by the city the property owner would need to connect, and pay costs associated to the tie in; no bar ditches will be along Border, property will drain to the East (back of the property) and land will remain flat and maintained by the property owner. The Planning and Zoning Commission recommended approval with variances staff recommended approval with compliance with the ordinance.

Commissioner Farias seconded by Mayor Pro Tem Gonzalez Jr. moved to approve the Final Plat for South Bridge Ranchettes Subdivision with variances as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration on interviews with firms for Engineering / Planning Services to Conduct Feasibility Studies for Street, Utility Impact Fees, Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated Abel.City and Raftelis submitted RFQ's and would present their qualifications.

Carlos Gallinar, Abel.City, presented the firms team that included licensed architects, certified planners and economic developers, went over years of experience, presented the team for the project and sub-consultants they work with; went over office locations; presented projects done and experience of the sub-consultants and their roles; went over their approach to the project.

Angie Flores, Raftelis, presented the firms team, stated they were a nationwide firm with clients in the Rio Grande Valley; stated they had a communication practice that will be a key element of the project; have worked on varies projects with cities; sub-consultants they work with were local engineering firms; Jennifer Tavantzis, went over project components and the ordinance update process; Javier Garcia overviewed the impact fee process. Angie Flores went over the deliverables of the project that would identify the zones of the city, ordinances updated, documentation developed and develop a good fee schedule.

Question and answer for firms entailed office locations and communication approach for non-technical residents.

Rebekah de la Fuente stated the top ranked firm was Raftelis and recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem Gonzalez Jr. moved to approve to negotiate with Raftelis. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration to approve a contract between the City of Weslaco and the Boys and Girls Club of Weslaco for the development and construction of a new building at Mayor Pablo Pena City Park. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated the agreement outlines the terms for the facility expansion of the Boys and Girls Club; estimated construction cost from the Architect is \$2,652,862 based on the program and design of the project previously presented. Stated funding received was a grant in the amount of \$1.7million, Boys and Girls commitment to raise funds to meet project cost, Hidalgo County Precinct 1 has committed \$150,000 and the City proposed up to \$250,000; agreement also outlined as phases are completed commission approval would be needed to move to the next phase of construction. Staff recommended approval.

In response to the commission, Omar Rodriguez stated the \$1.7 million grant received can be used for design fees to get the project "shovel ready"; the Boys & Girls Club must continue to seek funds; they city would not be obligated for remaining balance of the project; agreement states the city will do the procurement, design and construction oversight of the project with completion of phases coming to the commission for approval to continue and landscaping removal would be kept to a minimum if possible.

Commissioner Lopez seconded by Mayor Pro Tem Gonzalez Jr. moved to approve a contract between the City of Weslaco and the Boys and Girls Club of Weslaco for the development and construction of a new building at Mayor Pablo Pena City Park as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration to accept the submission of the Program Development plan for the Boys and Girls Club of Weslaco Facility Expansion Project; approve an Owner's budget of Cost of Work not to exceed \$2,652,862; establish compensation for the Architect's Basic Services at 7.5% of the owner's budget for the cost of the work. (Staffed by Parks & Recreation Department.)

Omar Rodriguez requested approval for the Architect to proceed with the construction development of the project and approve compensation for this. Staff recommended approval.

In response to Mayor Gonzalez, Omar Rodriguez, stated as request for payments are submitted from the Architect, the city is responsible for payment and would then be reimbursed from the Boys & Girls Club; basic fee through construction is \$198,964 based on the project cost of \$2,652,862; as phases of the project are completed commission approval for payment would be needed and progress reports to continue with the next phase of the project.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the submission of the Program Development plan for the Boys and Girls Club of Weslaco Facility Expansion Project; approve an Owner's budget of Cost of Work not to exceed \$2,652,862; establish compensation for the Architect's Basic Services at 7.5% of the owner's budget for the cost of the work as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Discussion and consideration to authorize Heffner Design Team to add Utah Avenue from 1st Street to Airport Drive and parking areas at Mayor Pablo Pena City Park to their scope of work with an estimated project budget of \$750,000 and approve a design fee of \$60,000. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated Heffner Design Team was the architect approved for various park improvements that included Isaac Rodriguez and Mayor Pablo Pena Park; a re-design of Utah Avenue had been discussed, and staff was directed to pursue with the architect; additional work discussed with Heffner Design was to re-design Utah Ave. that would include assessment for parking lots, roadway in the park and drainage to the regional detention facility. Staff recommended approval of the project budget of \$750,000 and a design fee of \$60,000.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Heffner Design Team to add Utah Avenue from 1st Street to Airport Drive and parking areas at Mayor Pablo Pena City Park to their scope of work with an estimated project budget of \$750,000 and approve a design fee of \$60,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration on the Lease Agreement for the use of Harlon Block Park Sports Complex for the Weslaco Little League youth baseball and softball league program from March 4, 2025- July 31, 2025. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated this item, and subsequent items were all youth sports programs; this was an annual request and is a non-exclusive use of the park from March 4-July 31, 2025; no other events would be interrupted. Staff recommended approval.

In response to the commission, mowing is done weekly during the high growing season then done every other week and maintenance is done year-round on all the parks.

Commissioner Garcia Jr. seconded by Commissioner Rodriguez moved to approve Lease Agreement for the use of Harlon Block Park Sports Complex by Weslaco Little League from March 4-July 31, 2025 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration of a Lease Agreement with Weslaco Softball Baseball PONY for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2025 through July 7, 2025. (Requested by Weslaco Softball Baseball.)

Omar Rodriguez stated Pony softball and baseball league programs was back in Weslaco; Ray Luci, representing Pony League was in attendance; had over 60 teams attending their first tournament that used Harlon Block Sports Complex and Mayor Pablo Pena Park. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Farias moved to approve Lease Agreement with Weslaco Softball Baseball PONY for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2025 through July 7, 2025 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration to approve a request from the Mid-Valley Youth Soccer Association for use of Judge Gilbert Garza Park. (Staffed by Parks & Recreation Department.)

Xavier Salinas, Assistant City Manager, stated for the record the action to consider was for a lease agreement like the previous requests.

Omar Rodriguez stated this was an annual request and was a lease agreement for use of the park to begin February 5, 2025 through May 31, 2025. Omar Rodriguez recognized in attendance was Amanda Cano and board members of the Mid-Valley Youth Soccer Association that coordinate the soccer programs.

Commissioner Farias seconded by Mayor Pro Tem Gonzalez Jr. moved to approve a lease agreement with Mid-Valley Youth Soccer Association for use of Judge Gilbert Garza Park as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to award a contract for RFB #2024-25-08 Concrete Works for Various Projects to the most advantageous bidder. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated eight responses were received, tabulated and evaluated; lowest bid submitted was from 3E Logistics of Texas, LLC with a bid amount of \$108,200.00; respondent has over 30 years of construction experience, has worked with various cities in the Valley, completed concrete projects that included curb and gutter, sidewalks, curb ramps, and valley gutters. Staff recommended approval to award 3E Logistics of Texas LLC in the bid amount of \$108,200.

Commissioner Garcia Jr. seconded by Commissioner Farias moved to approve 3E Logistics of Texas, LLC with a bid amount of \$108,200.00 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration to continue with the routing software service with HGAC vendor Routeware Inc. for 13 solid waste collection units. (Staffed by Public Works Department.)

David Arce stated the city entered a 3-year contract with Routeware in 2021 that expired in September 2024; because of staff oversight, the agreement auto-renewed with an increase that staff did not agree with. Staff requested approval to pay the remaining balance invoiced for Oct – Sep of \$21,000 and notice to cancel services. Staff will bring to the commission a request to solicit bids for Routeware services for FY2026.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve payment invoiced for Oct – Sep of \$21,000 and notice to cancel service as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration on final reading of 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. Final reading of Ordinance 2024-37. (There was no action January 21, 2025;staffed by Public Works Department.)

Xavier Salinas requested no action.

No action.

L. Discussion and consideration on the request from the Hidalgo County Historical Commission for assistance to install a Texas Historical Marker designation for the Minnie May Nickel House located at 906 W. 6th Street. (Staffed by Public Works Department.)

David Arce stated a request for assistance to install a Texas Historical Marker designation for the Minnie May Nickel House located at 906 W. 6th Street was received from Hidalgo County Historical Commission; location of the historical marker is on private property, but noted the marker has historical significance to the city. Staff recommended approval that would be for installation only of the historical marker and stated an official marker dedication ceremony would follow.

Gabriel Ozuna, Chairman Hidalgo County Historical Commission, stated Minnie May Nickel was one of the first female farmers that developed land in the area that had many other Weslaco's early

pioneer families that shared a connection to the homestead. The homeowner wished to see the historical designation, applied and was approved by the Texas Historical Commission.

Commissioner Farias seconded by Commissioner Pedraza moved to approve for assistance to install a Texas Historical Marker designation for the Minnie May Nickel House located at 906 W. 6th Street as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration on renewal of an agreement between South Texas Vo-Tech and the City of Weslaco to allow for employment of Federal work-study students. (Staffed by Human Resources Department.)

Luz Galindo, Human Resources Director, stated the agreement allows students to participate in the work-study program for employment; currently two students are in the program and there is no cost to the City. Staff recommended approval to renew the agreement.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve renewal of an agreement between South Texas Vo-Tech as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

N. Discussion and consideration on Resolution 2025-20 to change meeting day for the City Commission from the first and third Tuesday of the month to the first and third Wednesday of the month beginning March 2025 through May 2025. (Requested by Mayor Gonzalez.)

Mayor Gonzalez stated he requested consideration to deviate and consider beginning in February and not March 2025.

Commissioner Farias seconded by Commissioner Pedraza moved to approve to change the meeting day to the first and third Wednesday of the month beginning February 19, 2025 through May 21, 2025 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VII. EXECUTIVE SESSION

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

At 8:15 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. 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. 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.

No action.

D. 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.

No action.

E. Real Property - Deliberation with the City Attorney regarding the potential purchase, exchange, lease or value of real property(s) belonging to the City of Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.

No action.

IX. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Farias moved to adjourn the regular meeting of February 4, 2025, at 8:16 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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-209	
From:			
Subject: Ordinance 2025-03 creating the Weslaco Beautification Committee. (First reading held February 19, 2025; staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve subject to any comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: O2025-03 create Beautification Committee			
Responsibilities upon Approval:			

ORDINANCE 2025-03

AN ORDINANCE CREATING AND ESTABLISHING THE WESLACO BEAUTIFICATION COMMITTEE; SPECIFYING THE TERMS OF OFFICE; SPECIFYING THE QUALIFICATIONS FOR MEMBERSHIP AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the creation of the Weslaco Beautification Committee will benefit the city and the residents of the City of Weslaco;

WHEREAS, the City of Weslaco recognizes the importance of enhancing and maintaining the aesthetic quality of public spaces, parks, streetscapes, neighborhoods and any city right-of-way.

NOW THEREFORE, be it ordained by the City Commission of the City of Weslaco, Texas, as follows:

Section 1. Establishment of the Weslaco Beautification Committee

There is hereby established a City of Weslaco Beautification Committee (the “Committee”) which will serve as an advisory board to the City Commission.

Section 2. Purpose

The purpose of the Committee is to promote, plan, and coordinate city wide initiatives and projects that enhance the beautification sustainability of the City of Weslaco.

Section 3. Duties and Responsibilities

The Committee shall:

Promote and encourage the beautification of the City through the collaboration and participation of the City, the citizens of Weslaco and local businesses concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the purpose of improving the beauty of the City.

Develop and recommend plans, policies, and programs for beautification projects in public spaces.

Organize and encourage community engagement through cleanup efforts, tree planting efforts, and other initiatives.

Provide input on landscaping, public art, and recommendations for city projects.

Advise the City Commission on funding opportunities, including grants and sponsorships, for beautification efforts.

Perform any additional duties as determined by the City Commission that is related to city-wide beautification activities.

Section 4. Membership

Composition and term of office: The Committee, will be composed of Weslaco residents and Weslaco local business owners, shall be comprised of seven (7) members appointed by the City Commission for staggered terms of two (2) years each with the possibility of reappointment. The City

Manager or his designee shall be an ex-officio member of the Committee but shall have no voting privileges. Any vacancy shall be filled by appointment of the City Commission for the remainder of the unexpired term.

Eligibility: Members must reside within the City of Weslaco or own a Weslaco local business.

The Committee shall elect a Chairperson from among its members, the term of the Chairperson will be a year term with possibility of being elected for an additional year.

Section 5. Meetings

Four members of the Committee shall constitute a quorum for the conduct of business. The Committee will meet monthly or as needed with the time and date as determined by the Committee. All meetings shall be held in accordance with the laws of the State of Texas, the Charter and/or ordinances of the City of Weslaco, Texas.

Minutes: The Committee shall keep minutes of its meetings and provide copies to the City Secretary Department.

Section 6. Funding

The Committee may recommend the use of city funds, seek grants, and encourage sponsorships to support beautification projects, subject to City Commission approval.

Section 7. Severability

If any section, subsection, or provision of this ordinance is found to be invalid or unconstitutional, such finding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date

This ordinance shall take effect immediately upon its final adoption and publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of February 2025.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of March 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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-210	
From:			
Subject: Ordinance 2025-04 to amend Chapter 82, Article VIII of the Code of Ordinance to include Sections 82-224 through 82-232 to be titled "Naming of Donated Property" and establish authority to name such donated properties at the City's discretion. (First reading held February 19, 2025;staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve subject to any comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: O2025-03 create Beautification Committee			
Responsibilities upon Approval:			

ORDINANCE 2025-03

AN ORDINANCE CREATING AND ESTABLISHING THE WESLACO BEAUTIFICATION COMMITTEE; SPECIFYING THE TERMS OF OFFICE; SPECIFYING THE QUALIFICATIONS FOR MEMBERSHIP AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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The Committee shall:

Promote and encourage the beautification of the City through the collaboration and participation of the City, the citizens of Weslaco and local businesses concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the purpose of improving the beauty of the City.

Develop and recommend plans, policies, and programs for beautification projects in public spaces.

Organize and encourage community engagement through cleanup efforts, tree planting efforts, and other initiatives.

Provide input on landscaping, public art, and recommendations for city projects.

Advise the City Commission on funding opportunities, including grants and sponsorships, for beautification efforts.

Perform any additional duties as determined by the City Commission that is related to city-wide beautification activities.

Section 4. Membership

Composition and term of office: The Committee, will be composed of Weslaco residents and Weslaco local business owners, shall be comprised of seven (7) members appointed by the City Commission for staggered terms of two (2) years each with the possibility of reappointment. The City

Manager or his designee shall be an ex-officio member of the Committee but shall have no voting privileges. Any vacancy shall be filled by appointment of the City Commission for the remainder of the unexpired term.

Eligibility: Members must reside within the City of Weslaco or own a Weslaco local business.

The Committee shall elect a Chairperson from among its members, the term of the Chairperson will be a year term with possibility of being elected for an additional year.

Section 5. Meetings

Four members of the Committee shall constitute a quorum for the conduct of business. The Committee will meet monthly or as needed with the time and date as determined by the Committee. All meetings shall be held in accordance with the laws of the State of Texas, the Charter and/or ordinances of the City of Weslaco, Texas.

Minutes: The Committee shall keep minutes of its meetings and provide copies to the City Secretary Department.

Section 6. Funding

The Committee may recommend the use of city funds, seek grants, and encourage sponsorships to support beautification projects, subject to City Commission approval.

Section 7. Severability

If any section, subsection, or provision of this ordinance is found to be invalid or unconstitutional, such finding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date

This ordinance shall take effect immediately upon its final adoption and publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of February 2025.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of March 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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-204	
From: ARMANDO ESPINOZA			
Subject: Approval to accept the 2024 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas. (Staffed by Police Department.)			
Background: Law Enforcement Agencies must submit the TCOLE fill form report and the Comparative Analysis report annually. Texas Occupations Code 1701.164 specifies that TCOLE collect incident-based data in accordance with the Code of Criminal Procedure Article 2.131 – 2.138 . Chief administrators of law enforcement agencies that meet the criteria must submit racial profiling reports to their governing body, as well as TCOLE. Each agency must file an annual online report by selecting and completing the reporting option that applies to their particular situation. Reports are filed online through TCLEDDS. The reporting period for the previous year begins on January 1st and ends March 1st.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to accept as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: WPD 2024 Racial Profiling Report for Commission Final			
Responsibilities upon Approval: The Racial Profiling Report was submitted to the State of Texas by the Weslaco Police Department. It was submitted on February 14, 2025. No further action is needed.			



Weslaco Police Department Racial Profiling Report 2024

TABLE OF CONTENTS

1. MISSION STATEMENT
2. TEXAS LAW ON RACIAL PROFILING
3. DEMOGRAPHICS OF THE CITY OF WESLACO
4. WESLACO POLICE DEPARTMENT POLICY 320 STANDARDS OF CONDUCT
5. WESLACO POLICE DEPARTMENT POLICY 401 BIASED-BASED POLICING
6. WESLACO POLICE DEPARTMENT POLICY 422 MOBILE AUDIO/VIDEO
7. WESLACO POLICE DEPARTMENT POLICY 1010 PERSONNEL COMPLAINTS
8. ARTICLE 29 OF THE CITY OF WESLACO/WESLACO MUNICIPAL POLICE UNION LABOR AGREEMENT
9. RACIAL PROFILING REPORT SUBMITTED TO THE STATE



1. Mission Statement:

At the Weslaco Police Department, it is our mission to enhance the quality of life in the city through an initiative-taking and professional level of police service. We hold the preservation of life as our sacred duty. We aim to maintain a strong commitment to excellence. We accept nothing less than truth, honesty, and integrity in our profession. We recognize that our police powers derive from the people we serve, and we will not tolerate the abuse of our police authority. To the best of our ability, we treat all people with respect, dignity, and equality. We view the people of this community as partners who deserve our concern, care, and attention. We recognize our responsibility to build partnerships with the community to meet current and future challenges. Additionally, crime reduction is our number one operational effort. We are committed to reducing the fear of crime, and we endeavor to do this by creating partnerships in our neighborhoods. Lastly, we recognize that our personal conduct, both on and off duty, is inseparable from the professional reputation of both the Officer and the Department.

Armando Espinoza
Interim Chief of Police

2. Texas Law on Racial Profiling

The Weslaco Police Department, in accordance with the Texas Racial Profiling Law (Article 2.132 Code of Criminal Procedure), has been collecting police contact data to comply with the law. Throughout the past year, the police department has striven to ensure that the numbers reported, via citations, field contact cards and arrests, were as accurate as possible. The information reported herein only applies to what is referred to as "Tier 1" data (stops that resulted in citation or arrest).

A. Requirements

The following requirements must be met by all law enforcement agencies in the State of Texas:

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling.
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling.
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual.
- (4) provides public education relating to the agency's complaint and complaint process, including providing the telephone number, mailing address, and email address to make a complaint or complaint with respect to each ticket, citation, or warning issued by a peace officer.
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article.
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained.
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search.
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
 - (E) the location of the stop; and
 - (F) the reason for the stop.

(7) Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision to:

- (a) the Texas Commission on Law Enforcement; and
- (b) the governing body of each county or municipality served by the agency, if the agency is an agency of the county, municipality, or other political subdivision of the state.

B. Standards

Inside this report, the reader will find that the Weslaco Police Department met all the requirements stated by Article 2.132 of the Texas Code of Criminal Procedure.

The Department has Policy 313 Racial or Biased Based Profiling, which addresses Racial Profiling issues.

The Department has a current Collective Bargaining Labor Agreement (term of contract; October 1, 2021, through October 1, 2024). CBA Article 29 governs the procedures for investigating a complaint filed against an officer.

The Department has Policy 422 Mobile Audio Video, which outlines the use of the mobile video equipment mounted in patrol vehicles.

The collection process used for this report was compromised of traffic citations, field contact cards, and traffic related arrest reports. The race, ethnicity or an individual that was stopped and whether a search was conducted. This information was gathered over the time of January 1, 2024, through December 31, 2024. This information is categorized as Tier 1 data report.

C. Education

1. Departmental Personnel

a. All members of the Weslaco Police Department have met the requirements set out by the Commission of Law Enforcement. Requirements stipulated that all officers must attend a Racial Profiling Class.

b. As part of the mandated training required by T.C.O.L.E, officers of the Weslaco Police Department are required to attend Cultural Diversity classes every two (2) years of a training cycle. This course of study includes sections on Racial Profiling.

2. Public Awareness

a. The Weslaco Police Department has access to the complaint filing process and forms available on its social media site for public access.

3. Complaint History

a. The Weslaco Police Department did not receive any complaints regarding racial profiling during this reporting period.

3. Weslaco Demographics

The City of Weslaco is located on the Eastern edge of Hidalgo County, centered between McAllen to the West, Harlingen to the East and is seven (7) miles North of the Mexican border city of Nuevo Progreso. The city comprises approximately 18.9 square miles of landmass.

PEOPLE

The 2025 projected population for Weslaco is 44,733. This projection assumes an annual rate of change of 2.0%, consistent with the population change from 2022 to 2023 according to the US Census Bureau's 2023 Population Estimates Program.

Race and Hispanic Origin

American Indian and Alaska Native – 1.2%

Asian/Pacific Islander – 0.2%

Black – 1.0%

White alone – 45.7%

Hispanic or Latino – 87.8%

White alone, not Hispanic or Latino, percent 10.7%

Two or more races – 42.3%

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4. Standards of Conduct

320.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Weslaco Police Department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

320.2 POLICY

The continued employment or appointment of every member of this department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

320.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

320.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

320.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to report any known misconduct of a member promptly and fully to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiescing to such a violation, or exhibiting indifference to such a violation.
- (d) Exercising unequal or disparate authority toward any member for malicious or other improper purpose.

320.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Texas Constitutions and all applicable laws, ordinances and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

320.5 CAUSES FOR DISCIPLINE

The following are illustrative causes for disciplinary action. This list is not intended to cover every possible type of

misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

320.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive or requirement, or failure to follow instructions contained in department or City manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules, or regulations.

320.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the Weslaco Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts, or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel, or services.
- (g) Any other failure to abide by the standards of ethical conduct.

320.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful.

320.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on duty or using one's official capacity.
- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, because of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official, basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

320.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

320.5.6 UNAUTHORIZED ACCESS, DISCLOSURE OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained because of the member's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police/City Marshal or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away or appropriating any Weslaco Police Department badge, uniform, identification card or department property for personal use, personal gain or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include, but are not limited to, personnel, vehicles, equipment, and non-subpoenaed records.

320.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including, but not limited to, failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 24 hours of any change in residence address or contact telephone numbers.
- (f) Failure to notify Human Resources of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

320.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresent material facts or make any false or misleading statement on any application, examination form, or other official document, report, or form, or during any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper, or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or

omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.

- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency, and discipline of this department or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on department premises.
 - 2. At any work site, while on duty or while in uniform, or while using any department equipment or system.
 - 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
 - 1. Unauthorized attendance while on duty at official legislative or political sessions.
 - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/ City Marshal.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/City Marshal.
- (i) Any act on- or off-duty that brings discredit to this department.

320.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful, or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening, or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any member of this department or the city.
- (g) Use of obscene, indecent, profane, or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of

department property or the property of another person.

- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement, memorandum of understanding or contract, including fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police/ City Marshal of such action.
- (m) Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon this department or its members.

320.5.10 SAFETY

- (a) Failure to observe or violate department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to perform law enforcement duties adequately and safely.
- (d) Unsafe firearm or other dangerous weapon handling including loading or unloading firearms in an unsafe manner, either on- or off-duty.
- (e) Carrying, while on the premises of the work site, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic accident.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

320.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to any work site.

5. Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Weslaco Police Department's

commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Tex. Code of Crim. Pro. art. 3.05).

401.2 POLICY

The Weslaco Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the officer involved should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS

The Patrol Division Commander should ensure that the Department has appropriate systems in place to collect information required by state racial profiling laws (Tex. Code of Crim. Pro. art. 2.132 (Tier One); Tex. Code of Crim. Pro. art. 2.133 (Tier Two)).

Each time an officer makes a traffic stop, the officer shall gather the required information using the system in place for racial profiling reporting.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the officer involved and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
 - 1. Supervisors should document these periodic reviews.
 - 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 STATE REPORTING

The Chief of Police/City Marshal shall annually submit a report of the information required in Tex. Code of Crim. Pro. art. 2.132 to the Texas Commission on Law Enforcement (TCOLE) and to each governing body served by the Department.

The Chief of Police/City Marshal shall also provide to TCOLE and each governing body served by the Department with a report containing an analysis of the information required by Tex. Code of

Crim. Pro. art. 2.133. The report must be submitted by March 1 of each year (Tex. Code of Crim. Pro. art. 2.134).

The reports may not include identifying information about any officer who made the traffic stop or about any individual who was stopped or arrested (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art. 2.134).

401.7 ADMINISTRATION

The Patrol Division Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police/City Marshal. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police/City Marshal to identify any changes in training or operations that should be made to improve service (Tex. Code of Crim. Pro. art. 2.132).

Supervisors should review the report submitted to TCOLE and the governing body and the annual report and discuss the results with those they are assigned to supervise.

401.8 COMPLIMENTS AND COMPLAINTS

The Patrol Division Commander is responsible for educating the public on the Department's compliment and complaint process (see the Personnel Complaints Policy). This education may be achieved by information provided through the Department website. This information shall include the telephone number, mailing address and e-mail address to make a compliment or complaint regarding a ticket, citation or warning issued by an officer.

In the event that an investigation is initiated against an officer for a violation of this policy, the Patrol Division Commander should ensure that a copy of any related recording is provided as soon as practicable to the officer upon written request (Tex. Code of Crim. Pro. art. 2.132).

401.9 TRAINING

Training in fair and objective policing and review of this policy should be conducted as directed by the Training Sergeant.

422.1 PURPOSE AND SCOPE

The Weslaco Police Department has equipped marked law enforcement vehicles with Mobile Audio/Video (MAV) recording systems to provide records of events and to assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

422.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

In-car camera system and MAV system - Synonymous terms that refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum, a camera, microphone, recorder and monitor.

MAV technician - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods and storage and retrieval methods and who have a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio/video signals recorded or digitally stored on a storage device or portable media.

6. Mobile Audio/Video

422.2 POLICY

It is the policy of the Weslaco Police Department to use mobile audio/video recording technology to fulfill the mission of the Department more effectively and to ensure these systems are used securely and efficiently.

422.3 OFFICER RESPONSIBILITIES

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording

media for the entire duty assignment. In the event an officer works at a remote location and reports only periodically, additional recording media may be issued. Only Weslaco Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system's operation to ensure that it is operational.

System documentation is accomplished by the officer recording his/her name, serial number, badge, or personal identification number (PIN) and the current date and time at the start and again at the end of each shift. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

422.4 ACTIVATION OF THE MAV

The MAV system is designed to turn on whenever the vehicle's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded, the video will also record.

422.4.1 REQUIRED ACTIVATION OF THE MAV

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes it would be appropriate or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

All field contacts involving actual or potential criminal conduct within video or audio range:

1. Traffic stops (including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 2. Priority responses
 3. Vehicle pursuits
 4. Suspicious vehicles
 5. Arrests
 6. Vehicle searches
 7. Physical or verbal confrontations or use of force
 8. Pedestrian checks
 9. Driving while intoxicated (DWI) investigations, including field sobriety tests.
 10. Consensual encounters
 11. Crimes in progress
 12. Responding to an in-progress call
- (b) All self-initiated activities in which an officer would normally notify Communications.
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:
1. Family violence
 2. Disturbance of the peace
 3. Offenses involving violence or weapons.
- (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording.
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate.

Activation of the MAV system is not required when exchanging information with other officers, during breaks or lunch periods, or when not in service or not actively on patrol.

422.4.2 CESSATION OF RECORDING

Once activated, the MAV system should remain on until the incident has concluded. To this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

422.4.3 SURREPTITIOUS RECORDING

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police/ City Marshal or the authorized designee for the purpose of conducting a criminal or administrative investigation.

422.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, appropriate documentation should be made, including notification of Communications.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
 - 1. The tracking number of the MAV system media.
 - 2. The date the media was issued.
 - 3. The name of the department member or the vehicle to which the media was issued.
 - 4. The date the media was submitted for retention.
 - 5. The name of the department member submitting the media.
 - 6. Holds for evidence indication and tagging as required.
- (c) The operation of MAV systems by new members is assessed and reviewed no less than biweekly.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved traffic accidents), a supervisor shall respond to the scene and ensure that the appropriate person properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Supervisors shall not remotely activate the MAV system for the purpose of monitoring the conversations or actions of an officer.

422.5 REVIEW OF MAV RECORDINGS

All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed, or otherwise inserted into any device not approved by the Department, MAV technician or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

- (a) By officers for use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess the proper functioning of MAV systems
- (e) By department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data and reviews and uses such data for any purpose relating to his/her employment.
- (h) By court personnel through proper process or with the permission of the Chief of Police/City Marshal or the authorized designee
- (i) By the media through proper process
- (j) To assess possible training value
- (k) For training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the command staff to determine if the training value outweighs the officer's objection.
- (l) By a supervisor during periodic reviews for compliance with racial profiling laws (Tex. Code of Crim. Pro. art. 2.132)
- (m) As may be directed by the Chief of Police/City Marshal or the authorized designee.

Members desiring to view any previously uploaded or archived MAV recording should submit a request in writing to the Watch Commander. Approved requests should be forwarded to the MAV technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member.

422.6 DOCUMENTING MAV USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was recorded.

422.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage, all recording media will be labeled and stored in a designated secure area. All recording media that is not booked as evidence will be retained for a minimum of 180 days and disposed of in accordance with the established records retention schedule.

422.7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police/City Marshal or the authorized designee. If an original recording is released to a court, a copy shall be made and placed in storage until the original is returned.

422.7.2 MAV RECORDINGS AS EVIDENCE

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense or to a potential claim against the officer or against the Weslaco Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

422.8 SYSTEM OPERATIONAL STANDARDS

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Unless the transmitters being used are designed for synchronized use, only one transmitter, usually the primary initiating officer's transmitter, should be activated at a scene to minimize interference or noise from other MAV transmitters.
- (e) Officers using digital transmitters that are synchronized to their individual MAVs shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (f) Except for law enforcement radios or other emergency equipment, other electronic devices should not be used inside MAV equipped law enforcement vehicles to minimize the possibility of causing electronic or noise interference with the MAV system.
- (g) Officers shall not erase, alter, reuse, modify or tamper with MAV recordings. Only a supervisor, MAV technician or other authorized designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage, original recordings shall not be viewed or otherwise inserted into any device not approved by the Department MAV technician or forensic media staff.

422.9 MAV TECHNICIAN RESPONSIBILITIES

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing, and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
 - 1. Ensures it is stored in a secure location with authorized controlled access.
 - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.

2. In accordance with the established records retention schedule, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the established records retention schedule.

422.10 TRAINING

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

7. Personnel Complaints

1010.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Weslaco Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1010.2 POLICY

The Weslaco Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law and municipal and county rules and the requirements of any collective bargaining agreements or memorandum of understanding.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1010.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or federal, state, or local law, policy, or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state, or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or the response to specific incidents by the Department.

1010.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal – A matter in which the Watch Commander is satisfied that appropriate action has been taken by a

supervisor of rank greater than the accused member.

Formal – A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to Internal Affairs, depending on the seriousness and complexity of the investigation.

Incomplete – A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Internal Affairs, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

1010.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1010.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1010.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1010.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

1010.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The

supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police/City Marshal or the authorized designee.

1010.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1010.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Chief of Police/City Marshal or the authorized designee may direct that another supervisor investigates any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 - 1. The original complaint form will be directed to the Watch Commander of the accused member, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
 - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the member's Division Commander or the Chief of Police/City Marshal, who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 - 1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
 - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Watch Commander.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Watch Commander and Chief of Police/City Marshal are notified via the chain of command as soon as practicable.
- (e) Promptly contacting Human Resources and the Watch Commander for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Watch Commander, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within three days

after assignment.

- (h) Investigating a complaint as follows:
 - 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
 - 2. When appropriate, immediate medical attention is provided, and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

1010.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Internal Affairs, the following applies to employees:

- (a) Interviews of an accused employee shall be conducted during reasonable hours and preferably when the employee is on duty. If the employee is off duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the Weslaco Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) Prior to any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers.
- (g) Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 - 1. An employee should be given an order to answer questions in an administrative investigation that might incriminate the employee in a criminal matter only after the employee has been given a *Garrity* advisement. Administrative investigators should consider the impact that compelling a statement from the employee may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).
 - 2. No information or evidence administratively coerced from an employee may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
- (h) The interviewer should record all interviews with employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview should be provided to the employee prior to any subsequent interview.
- (i) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of everyone's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
- (j) All employees shall provide complete and truthful responses to questions posed during interviews.
- (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to

such an examination be mentioned in any investigation.

1010.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete, and essentially follow this format:

Introduction – Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis – Provide a summary of the facts giving rise to the investigation.

Summary – List the allegations separately, including applicable policy sections, with a summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence – Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of members and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion – A recommendation regarding further action or disposition should be provided.

Exhibits – A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1010.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded – When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated – When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action about any additional allegations.

1010.6.5 COMPLETION OF INVESTIGATIONS

In order to meet the 180-day limit under Tex. Local Gov't Code § 143.052, every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct should proceed with due diligence in an effort to complete the investigation within 150 days from the date of discovery by an individual authorized to initiate an investigation.

1010.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

8. Article 29 Personnel Files & Disciplinary Records

COLLECTIVE BARGAINING LABOR AGREEMENT

Between the
CITY OF WESLACO, TEXAS

And the
WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract - 3 Years

October 1, 2021, through October 1,

2024

Section 1. The maintenance of police officer personnel files shall be governed by the provisions of 143.089, TLGC, except as otherwise provided for in this Article. This includes both the civil service personnel file, maintained under 143.089(a), TLGC (the "a" file), as well as the departmental file, maintained under 143.089 (g), TLGC (the "g" file).

Section 2. The CITY shall make reasonable efforts to maintain the confidentiality of each police officer's civil service personnel file, as per 143.089(f), TLGC. Upon receiving a request for information under Chapter 552 of the Texas Government Code or for production under a *subpoena duces tecum* for information contained in an employee's personnel file, the Civil Service Director shall cause notice of such request to be forwarded to the affected employee. The Civil Service Director shall also contact the CITY's legal counsel for the purpose of making reasonable efforts to maintain the confidentiality of the personnel file (the (a) file). Similarly, the Department Head shall make reasonable efforts to protect the confidentiality of any departmental personnel file (the (g) file).

Section 3. The Chief of Police retains sole and exclusive discretion regarding whether to file a written reprimand, counseling, or warning, in a police officer's personnel file, whether in the civil service personnel file (the (a) file) or the departmental personnel file (the (g) file), or both.

- A. A written reprimand filed with the civil service director shall be entitled to rebuttal in accordance with the provisions of 143.089, TLGC.
- B. A written reprimand maintained only in the departmental (g) file may be rebutted within fifteen (15) days after notice or receipt of such a reprimand. Any such rebuttal shall be included in the departmental (g) file, but no further action by the Chief of Police or the CITY is required.
- C. A police officer may, upon reasonable request, inspect the departmental (g) file for the limited purpose of confirming inclusion of any rebuttal letter tendered under subsection (B) above into the (g) file.

Section 4. Upon request by a police officer, the officer's disciplinary record in the civil service (a) file shall be purged into the departmental (g) file, in accordance with the following guidelines:

- A. Written evidence of counseling, warnings, and reprimands will be removed from the personnel file (the (a) file) following twelve (12) consecutive months of discipline-free service.
- B. Evidence of suspensions will be purged as follows:
 - 1) Suspension of 1 to 15 days after three (3) years of discipline-free service; and,
 - 2) Suspension of 16 to 30 days after five (5) years of discipline free service (suspensions of 16 to 30 days necessarily by agreement under 143.052(g), TLGC).

Section 5. Provided, however, that up to two (2) written counseling, warnings, or reprimands, which occur within one (1) year from the three (3) or five (5) year expiration date of any suspension purging period shall not operate to prevent purging of an officer's personnel file.

Section 6. Provided further that nothing in this Article is intended to be, nor shall be, in derogation of the statutory and common-law privileges that attach to the departmental file (the (f) file), which remains in the sole custody and control of the Chief of Police.

9. Racial Profiling Report Submitted to the State of Texas

Racial Profiling Report | Full

Agency Name: WESLACO POLICE DEPT.
Reporting Date:
02/12/2025 TCOLE
Agency Number:
215215

Chief Administrator: A. ESPINOZA

Agency Contact Information:
Phone: (956) 968-8591
[Email: aespinoza@weslacotx.gov](mailto:aespinoza@weslacotx.gov)

Mailing Address:
300 S. Bridge Ave WESLACO, TX 78596

This Agency filed a full report.

WESLACO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling.

- 2) strictly prohibits peace officers employed by the WESLACO POLICE DEPT. from engaging in racial profiling.
- 3) implements a process by which an individual may file a complaint with the WESLACO POLICE DEPT. if the individual believes that a peace officer employed by the WESLACO POLICE DEPT. has engaged in racial profiling with respect to the individual.
- 4) provides public education relating to the agency's complaint process.
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WESLACO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WESLACO POLICE DEPT. policy.
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained.
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search.
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop.
 - e. the location of the stop.
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WESLACO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: Sgt. Brooks Ditto Training
Coordinator

Date: 02/12/2025

Racial Profiling Report | Full

Agency Name: WESLACO POLICE DEPT.
Reporting Date: 02/12/2025
TCOLE Agency Number: 215215

Chief Administrator: ARMANDO ESPINOZA JR.

Agency Contact Information:
Phone: (956) 968-8591
Email: aespinoza@weslacotx.gov

Mailing Address:
300 S. Bridge Ave
WESLACO, TX 78596

This Agency filed a full report

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- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WESLACO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WESLACO POLICE DEPT. policy;
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 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
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 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WESLACO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: BROOKS DITTO
Training Coordinator

Date: 02/12/2025

Total stops: 8300

Street address or approximate location of the stop

City street	7790
US highway	398
County road	6
State highway	59
Private property or other	47

Was race or ethnicity known prior to stop?

Yes	9
No	8291

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	21
Black	67
White	551
Hispanic / Latino	7659

Gender

Female	3511
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	18
White	214
Hispanic / Latino	3272
Male	4789
Alaska Native / American Indian	2
Asian / Pacific Islander	14
Black	49
White	337
Hispanic / Latino	4387

Reason for stop?

Violation of law	1097
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	13
White	58
Hispanic / Latino	1025
Preexisting knowledge	24
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	23
Moving traffic violation	4437
Alaska Native / American Indian	1
Asian / Pacific Islander	16
Black	31
White	337
Hispanic / Latino	4052
Vehicle traffic violation	2742
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	22
White	156
Hispanic / Latino	2559

Was a search conducted?

Yes	381
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	14
Hispanic / Latino	364
No	7919
Alaska Native / American Indian	2
Asian / Pacific Islander	21
Black	64
White	537

Reason for Search?

Consent	127
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	123
Contraband	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	5
Probable	151
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	7
Hispanic / Latino	143
Inventory	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	18
Incident to arrest	77
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	75

Was Contraband discovered?

Yes	115
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Did the finding result in arrest?
(total should equal previous column)

	Alaska Native / American Indian	0	Yes	0	No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	2	Yes	1	No	1
	White	5	Yes	1	No	4
	Hispanic / Latino	108	Yes	84	No	24
No		266				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	1				
	White	9				
	Hispanic / Latino	256				

Description of contraband

Drugs	99
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	5
Hispanic / Latino	92
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	8
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Other	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	5

Result of the stop

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	22
Hispanic / Latino	199
Written warning	5981
Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	51
White	404
Hispanic / Latino	5504
Citation	1821
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	113
Hispanic / Latino	1695
Written warning and arrest	84
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	2
Hispanic / Latino	80
Citation and arrest	102
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	97
Arrest	89
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	84

Arrest based on

Violation of Penal Code	117
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Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	5
Hispanic / Latino	112
Violation of Traffic Law	80
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	77
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	78
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	4
Hispanic / Latino	72

Was physical force resulting in bodily injury used during stop?

Yes	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	12
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	8288
Alaska Native / American Indian	2
Asian / Pacific Islander	21
Black	67
White	551
Hispanic / Latino	7647

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- Use TCOLE's auto generated analysis 
- Use Department's submitted analysis ☐

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-206	
From:			
Subject: Approval of the Memorandum of Agreement (MOA) between Weslaco Fire-EMS Department and Axon Education to provide field and clinical internship for students in the EMS Training Programs. (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: MOA City of Weslaco and Axon			
Responsibilities upon Approval:			

MEMORANDUM OF AGREEMENT

Regarding Field and Clinical Internship for Axon Education Students

THIS AGREEMENT is entered on this _____ Day of _____, _____, by and between Axon Education Consortium, dba Axon Education, (hereinafter referred to as Axon) and _____ (hereinafter referred to as Provider).

WITNESS:

WHEREAS, Axon offers EMS Training Programs, offering National Registry Emergency Medical Technician (NREMT) Basic, Advanced and Paramedic Training Programs that include training in the operation and maintenance of specialized medical and communication equipment, and the recognition, reporting, and treatment of life threatening medical and/or traumatic emergencies.

WHEREAS, Axon requires students enrolled in the EMS Training program to complete a specified program of study, which includes field/clinical internship training (hereinafter called Field Training) with an independent Healthcare and EMS facility; and

WHEREAS, Axon desires to utilize Provider's facilities, expertise, and opportunities for the Field/Clinical Internship of EMS students enrolled in the Axon EMS Training Program; and

WHEREAS, Provider is willing to accept, and Axon is willing to assign students for Field Internship upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION THEREOF, AXON AND PROVIDER mutually agree as follows:

1. The primary term of this Agreement shall be from the date and year first written above and shall be automatically extended year-to-year unless one of the parties notifies the other party in writing thirty (30) days prior to the end of any yearly period that the Agreement is not to be renewed for the following year; however, this Agreement may be terminated at any time by either party upon giving the other party sixty (60) days written notice of the intention to terminate this Agreement.
2. Axon shall maintain a Training Program that is approved by the State of Texas and appropriate certification boards.
3. Provider shall have no responsibility to Axon, or to any student participating in a Axon EMS Training Program for any meal costs, laundering cost, travel cost, educational costs, insurance costs, medical expenses, or any others expenses related directly or indirectly to such student's participation, including any illness contracted while participating.

4. This Agreement does not and shall not be construed to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between Provider and Axon. No student shall have any rights due to participation in the Training Program and/or Field Training Internship against Provider for any salary remuneration or compensation, or any employee benefits, Social Security, Worker's Compensation coverage, disability or unemployment insurance benefits, vacation pay, sick leave, nor any other remuneration of any kind whatsoever. Any services rendered to Provider by students shall be considered incidental to the educational content of the Training Program and/or Field Training or Clinical rotation.

5. Axon students shall adhere to the program standards, policies, rules, regulations, of Provider during the Field Internship or Clinical Rotation portion of the Training Program. Prior to Field Internship or Clinical Rotation, students will have received a comprehensive background check, drug screen, have verified appropriate immunizations, and would have been certified in CPR. Axon will never send a student to Field Internship or Clinical Rotations that do not meet these requirements.

6. The staff, faculty, and students of Axon understand that all students prior to their Field Internship or Clinical Rotation will be required to meet all HIPPA requirements through a Training Program. After the said training program, each student shall sign an appropriate document stating their understanding of all HIPAA requirements. Axon will conduct its educational activities in compliance with The Health Insurance Portability and Accountability Act of 1996, and the Texas Health and Safety Code - Chapter 181 - Section 001.

7. Axon Students will present themselves appropriately dressed and exhibit professionalism always during Field Training or Clinical Rotations. Axon students can wear local fire department/or EMS Service issued uniform along with and Axon Student ID badge, or black or navy slacks, an approved shirt and an Axon Student ID. Provider administration has the right to prevent a student from performing their Field Training or Clinical Rotation if Provider administration feels the student's attire is inappropriate for the clinical setting.

8. Axon shall employ a program director and faculty who shall be responsible for the student's education of the student in the training program and for the assignment of Provider Field Training or Clinical Rotation. Axon faculty shall make all final determinations of successful completion of the Field Internship or Clinical Rotation requirements as determined by policies and procedures of Axon EMS training program.

9. Axon shall attempt to provide Provider information one (1) month prior to the beginning of each Field Internship or Clinical Rotation, which shall include dates, and hours of desired clinical assignments of students, expectations of students, expectation of Provider preceptor personnel, evaluation forms to be utilized during Field Training or Clinical Rotation, and specific objectives to be accomplished by the student during Field or Clinical Training. This information will be provided for Provider approval prior to any students participating in Field Training or Clinical Rotations. If Provider requires another form of request submission, Axon shall comply as needed.

10. Axon EMS Training program coordinator or faculty shall provide orientation to expectations, policies, regulations, and learning outcomes for the assigned preceptor. If so desired by the host site an orientation shall be scheduled prior to the commencement of students Field Internship or Clinical Rotation to meet the hosts requirements. This shall occur at a time and location as determined by Provider.

11. Provider shall designate a qualified employee who shall serve as the preceptor for the Field Training or Clinical Rotation. Provider shall make available appropriate personnel to serve as additional educational resources to ensure adequate experiences for the students based on the appropriate level of care currently being pursued by the student.

12. During actual patient care, Provider shall make available facilities, equipment, supplies, and personnel appropriate for instruction of students. As approved by the administrative office of Provider. Students shall operate at the level of the certification that they are pursuing within the guidelines of the clinical/field site. This should include assessments, treatments, and communication skills. All activity should be under the direction of appropriate staff member of Provider.

13. Provider shall be responsible through the Field Internship or Clinical Rotation period for students that are assigned to Provider for scheduling ridership or clinical rotations in their units or departments; maintenance of records of services provided in the field by students; evaluation of student performance in the field or department; and reporting to the Axon Clinical Coordinator or designee the performance evaluation for each student assigned to Provider.

14. Axon agrees to protect, defend, indemnify and hold Provider and its officers, employees and agents free and harmless from and against all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, merit-less, or meritorious, of every kind of character arising out of or caused, of any action of every kind and character in connection with or arising directly or indirectly out of Axon, its officers, employees', agents' and student's actions, activities, participation, or involvement in the Training Program and/or Field Internship and/or Clinical Rotation made reference herein. Axon further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent. Axon further agrees to waive any rights, recourse, or subrogation it may have under this agreement.

15. Provider agrees to protect, defend, indemnify and hold Axon and it officers, employees and agents free and harmless from and against all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, merit-less, or meritorious, of every kind of character arising out of or caused, of any action of every kind and character in connection with or arising directly or indirectly out of Provider, its officers, employees', and agents' actions, activities, participation, or involvement in the Training Program and/or Field Internship and/or

Clinical Rotation made reference herein. Provider further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent. Provider further agrees to waive any rights, recourse, or subrogation it may have under this agreement.

16. It is agreed that circumstances may arise on part of either party, which would prevent assignment of students to Provider during a given year. It is further agreed Provider shall determine the maximum allowable number of student participants at any one time in any Field Internship setting or Clinical Rotation Department.

17. Axon shall cause any student designated by Provider administrator or designee to be withdrawn for Field Internship or Clinical Rotation immediately upon verbal request. Withdrawal may be permanent or temporary as determined by Provider administrator and agreed to by Axon EMS Program Director.

18. It is agreed that all rights and privileges of each party arising out of this Agreement unless said modification is reduced to writing and has been signed by both parties.

19. The parties agree that there shall be no modification of this Agreement unless said modification is reduced to writing and has been signed by both parties.

20. Any notice required by this Agreement shall be sufficient if sent by both parties hereto by United States first class mail, postage prepaid, to be addressed as set forth in the signature block below.

21. Execution and modification. This Agreement will become binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

22. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

23. Force majeure. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

24. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the EMT-B, AEMT, and EMT-P training and supersedes all other written and oral agreements between the parties with respect to the EMT-B, AEMT, and EMT-P training.

25. Governing Law. This Agreement shall be construed under the laws of Texas.

26. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall be used to construe it.

27. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. Notice. Any notices required by this agreement shall be delivered to the following address:

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective as of the date last executed below by a signatory to this Agreement.

**Axon Education, DBA Axon Education,
DBA Texas EMS School
473 Cypress Street, STE 110/210
Abilene, TX 79601
(325) 218-4444**

Authorized Signatures

Provider

Organization Name: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Contact Phone: _____ Email: _____

Axon Education, LLC

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-207	
From:			
Subject: Approval of the educational affiliation agreement between Weslaco Fire Prevention-EMT Program and Knapp Medical Center for emergency medical technician (EMT) students to participate in field education experience rotations. (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: Knapp Affiliate Agreement			
Responsibilities upon Approval:			



Prime Healthcare

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EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of this ____ day of _____, 20____ by and between **City of Weslaco Fire Prevention – EMT Program** hereinafter "SCHOOL" and Prime Healthcare Services **Knapp Medical Center** hereinafter referred to as "HOSPITAL". SCHOOL and HOSPITAL may be collectively referred to as "Parties" and individually as "Party"

RECITALS

A. HOSPITAL owns and operates a general acute care hospital known as Knapp Medical Center Hospital, as well as various outpatient clinics, located 1401 E. 8th St. Weslaco, TX 78596 and collectively referred to as HOSPITAL

B. SCHOOL operates an accredited Emergency Medical Technician (EMT) program for educating students to meet the qualifications for practice in the profession of Emergency Medical Technician, and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital ("Field Experience").

C. HOSPITAL is able to provide the facilities to function as sites for field experiences for students enrolled in the various degree programs of SCHOOL.

D. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

A. "Student" is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.

B. "Field Experience" is the Nursing program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.

C. "Faculty" or "Faculty Member" is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I
SCHOOL OBLIGATIONS

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patient information;
 - iv. information on identifying and handling hazardous material;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.

- g. SCHOOL shall assume responsibility for compliance by students with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL responsibility with respect to the Regulations also shall include the provision of the Hepatitis B vaccination or documentation of declination in accordance with the Regulations.
- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (i) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student's training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall provide or cause each student and faculty member participating in the Field Experience to provide, documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any exposure to disease or illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- l. SCHOOL shall assume responsibility for ascertaining that students' health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience

program. At a minimum, SCHOOL shall provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test (within the last twelve months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. SCHOOL and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.
- b. Assume responsibility, including the cost, and obtain drug testing and criminal background verification of all faculty members participating in the Field Experience program. Such background checks shall be kept on file at SCHOOL and made available, upon request, to HOSPITAL.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL 's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Pursuant to HOSPITAL policy, SCHOOL shall require Students and Faculty members who will be on-site at HOSPITAL, including those conducting research projects on human subjects (i.e., Hospital patients or employees), to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). SCHOOL shall use a licensed company designated and approved by HOSPITAL to

perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than the one approved by the HOSPITAL. SCHOOL shall provide HOSPITAL with a description of its background investigation processes and shall attest to HOSPITAL that each Student has submitted to a complete background check. SCHOOL shall provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the clinical rotation at the HOSPITAL. SCHOOL shall ensure that HOSPITAL is advised of any positive findings for a Student to the extent permitted by law. SCHOOL shall retain results of each Student's drug testing and criminal background check and shall provide HOSPITAL or its designee with information to allow HOSPITAL to access the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. SCHOOL shall indemnify and hold HOSPITAL harmless from any and all actions or claims that may be asserted by Students resulting from HOSPITAL rejection of any Student from Program based on the results of a criminal background check or any claim that such a background check was conducted improperly. Fees for the criminal background checks and drug and alcohol testing shall be paid by the SCHOOL or the Student.

- d. Obtain student' signatures on any and all consent/releases, including consent to the drug test and permission for the results of the drug test to be provided to the HOSPITAL.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to negligence or misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval of HOSPITAL before:

- a publishing material relating to the Field Experience program, and
- b using HOSPITAL's name in any advertisement or promotional material.

II **HOSPITAL OBLIGATIONS**

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances.

- a Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL.

- a HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of School and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood -Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or

h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole discretion.

ARTICLE IV **NON-DISCRIMINATION**

4.1 (Knapp Medical Center) HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status or handicap under any program or activity receiving federal financial assistance.

ARTICLE V **INSURANCE REQUIREMENTS**

5.1 City of Weslaco Fire Prevention Liability Insurance. SCHOOL shall procure and maintain in force Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements prior to the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Student Liability Insurance. Should SCHOOL elect not to cover students under its professional liability insurance policy, SCHOOL shall ensure that each student procures and maintains in force during the term of this Agreement, at their sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect student against liability arising from any and all negligent acts or incidents occurring in the discharge of his or her responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.3 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their

responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.4 Workers' Compensation. SCHOOL shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by SCHOOL to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If SCHOOL's faculty or employees files a Workers' Compensation claim against HOSPITAL, SCHOOL shall immediately indemnify HOSPITAL and assume the responsibility of the Workers' Compensation claim.

5.5 Health Insurance. SCHOOL shall ensure that each student in Field Experience program procures and maintains in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided to Hospital, upon request.

5.6 School Faculty or Employee Automobile Insurance. If the SCHOOL provides SCHOOL-owned automobiles and requires their use by its faculty or SCHOOL employees during the course of carrying out responsibilities in connection with the AGREEMENT, SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned, and hired automobiles included) on an occurrence based policy for its faculty in accordance with state financial responsibility statutes. If SCHOOL faculty members or employees use a personal automobile during the course of carrying out responsibilities in connection with the AGREEMENT, and SCHOOL does not provide automobile liability insurance to the SCHOOL faculty member or employee, such SCHOOL faculty member or employee shall procure and maintain in force during the term of this Agreement, at such SCHOOL faculty member or employee's sole cost and expense, automobile liability insurance in accordance with state financial responsibility statutes.

5.7 Student Automobile Insurance. If student is required to use a personal automobile to complete a requirement of the Field Experience Program (other than commuting between home and HOSPITAL), SCHOOL shall ensure that student procures and maintains in force during the term of this Agreement, at student's sole cost and expense, automobile liability insurance on an occurrence based policy in accordance with state financial responsibility statutes.

5.8 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;
- d. proof of automobile insurance (covering SCHOOL faculty and/or student, as applicable); and
- e. Such certificate of insurance shall state that Student is covered by such policy of insurance.

5.9 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days-notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI
INDEMNIFICATION/HOLD HARMLESS

6.1 City of Weslaco Fire Prevention SCHOOL shall defend, hold harmless and indemnify HOSPITAL directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of ages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 Knapp Medical Center HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

ARTICLE VII
RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.
- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

ARTICLE VIII
CONFIDENTIALITY OF MEDICAL INFORMATION

8.1 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL's patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”) concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFP Part 164.

8.2 Patient Consent. SCHOOL and students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

8.3 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of The Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

8.4 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL'S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX. **TRADE SECRETS**

9.1 During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL'S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL'S premises.

ARTICLE X
TERM AND TERMINATION OF AGREEMENT

10.1 Term. This Agreement shall be effective on this ____ day of ____, 2025 and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI
GENERAL PROVISIONS

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If at Hospital	If to SCHOOL:
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<u>KNAPP MEDICAL CENTER/1401 E. 8TH</u> <u>ST. WESLACO, TX 78596</u> <u>ATTN: ADMINISTRATOR</u>	<u>City of Weslaco</u> <u>255 S. Kansas Ave</u> <u>Weslaco, TX 78596</u> <u>Attn: Mayor</u>

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

HOSPITAL:

SCHOOL:

By: _____
Signature

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-208	
From:			
Subject: Approval of the education affiliation agreement between Weslaco Fire Prevention-EMT Program and South Texas Health Systems to provide clinical learning experiences to advance training and education. (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: City of Weslaco - EAA - STHS			
Responsibilities upon Approval:			

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

THIS AGREEMENT is made and entered into as of the date of last signature below by and between City of Weslaco Fire Prevention – EMT Program (“Weslaco”) and South Texas Health System (“Facility”).

RECITALS

WHEREAS, University desires to provide appropriate clinical learning experiences to its Students in its clinical programs (“Students”);

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

- A. Assignment of Students. Students subject to this Agreement are assigned to Facility by Weslaco for the purpose of developing the Student’s clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. Schedule of Assignments. Prior to the initiation of any program for Students, the Weslaco shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students’ clinical education experience. The Facility and Weslaco shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.
- C. Designated Representative. The Facility and Weslaco shall each appoint a designated representative to coordinate the clinical education experience, and to work with the Weslaco’s instructors and Students to facilitate a meaningful experience.
- D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, Weslaco and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and Weslaco shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between Weslaco and Facility.

2. Students. The parties acknowledge that the Students of the Weslaco are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the Weslaco are not to be considered employees of either the University or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By Weslaco. Weslaco may withdraw a Student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the Weslaco of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the Weslaco after reviewing the matter and considering whatever factual information the Facility provides for the Weslaco; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

- I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, Weslaco, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. Weslaco Responsibilities

- A. Weslaco will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. Weslaco is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. Weslaco will notify Facility in writing of any change or proposed change in a Student's status.
- B. Weslaco will assign only those Students who have satisfactorily completed those portions of Weslaco curriculum that are prerequisite to Program participation.
- C. Weslaco shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.
- D. Liability Insurance. Weslaco shall, at all times during the term of this Agreement, maintain the following insurance coverage for ***its Students OR*** require ***each Student*** participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:
 1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If Weslaco personnel will be on-site at Facility's premises, then Weslaco shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;

2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and One Million Dollars (\$1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage;
3. Workers' Compensation and employer's liability for Weslaco's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and Weslaco shall waive its right of subrogation; and
4. Auto Liability insurance coverage.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, Weslaco shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

Weslaco or Student shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to Weslaco for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of Weslaco's obligation to maintain such insurance.

E. Representations and Warranties.

1. Weslaco represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If Weslaco's personnel will be on site at Facility's premises, then Weslaco additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for

abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. Weslaco shall provide Facility with evidence of compliance with this paragraph upon request.

2. Weslaco also represents and warrants to Facility that neither Weslaco nor any person providing services on behalf of Weslaco is a "Sanctioned Provider" meaning that neither Weslaco nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in Weslaco or any person providing services on behalf of Weslaco being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and Weslaco shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.
 3. Weslaco further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in Weslaco. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).
- F. Confidentiality of Patient Information (HIPAA Requirements). Weslaco shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.
1. Weslaco shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.
 2. Weslaco further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, Weslaco, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
 3. Weslaco agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

4. Weslaco's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
 5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. Weslaco will notify each Student of his or her status and responsibilities pursuant to this Agreement.
- G. Confidentiality of Facility Information. Weslaco understands and agrees that in connection with this Agreement, Weslaco and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, Weslaco agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by Weslaco's duties under this Agreement and with the consent of Facility, Weslaco may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. Weslaco will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.
- The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.
- H. Publications. Weslaco will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the Weslaco nor Facility endorses the article, even where a review has been made prior to publication.
- I. Health Requirements. Weslaco shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. Weslaco and the

affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. Weslaco and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

- J. Facility Policies, Rules, and Regulations. Weslaco shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. Weslaco will specifically cover with each Student his or her responsibility to:
1. Observe and respect all patient's rights, confidences, and dignity:
 2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
 3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.
- K. Indemnification. Weslaco shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of Weslaco, its employees or agents.
- L. Vaccination Status. Weslaco agrees that (a) Weslaco, Students, and/or any personnel employed by or contracted with Weslaco that will be on site at Facility under this Agreement ("Weslaco Personnel") shall be fully vaccinated or have been approved for an exemption under Weslaco's exemption policy provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) Weslaco shall track and maintain records of Weslaco Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) Weslaco shall provide evidence of vaccination/exemption status to Facility on a monthly basis or as more frequently as requested by Facility (response time for Facility request shall be within 2 hours of such request if requested by a state or federal agency); (d) for Weslaco Personnel that have been exempted from being vaccinated pursuant to Weslaco policies, Weslaco shall test such Weslaco Personnel on a weekly basis, submit such results the Facility and require such Weslaco Personnel to wear a surgical mask at all times at the Facility. Weslaco agrees to remove any Weslaco Personnel from the Facility who (i) tests positive for COVID-19, (ii) is unvaccinated and refuses to wear a surgical mask; or (iii) fails to adhere to the weekly testing requirement. Further, Facility may terminate this Agreement upon one (1) days' notice for Weslaco's breach of any of the requirements set forth in this Section II.L. Weslaco shall indemnify and hold Facility harmless from and against any and all direct and/or indirect damages, including reasonable attorney's fees, resulting from Weslaco's breach of this Section II.L.

III. Facility Responsibilities

- A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.
- B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.
- C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from Weslaco, for the Students in the program.
- D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.
- E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the Weslaco.
- F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. Terms of Agreement

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.
- B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

- A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by Weslaco or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To Weslaco:

City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

2. To Facility:

South Texas Health System
1400 W. Trenton Rd
Edinburg, TX 78539

D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association (“AAA”) in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph 2 below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.
2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.
3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.
4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

South Texas Health System

Fabian J

By: **Borrego**

Digitally signed by Fabian
J Borrego
Date: 2025.02.19 20:39:50
-06'00'

Name: Fabian Borrego

Title: Regional CFO

Date: _____

City of Weslaco

By: _____

Name: Adrian Gonzalez

Title: Mayor

Date: _____



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-218	
From: Gabriel Perez			
Subject: Approval of Resolution 2025-26 designating authorized signatories for contractual documents pertaining to Local Hazard Mitigation Plans Program (LHMPP) General Land Office (GLO) State Contract Number 22-130-073-E794. (Staffed by Grant Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature 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):			
Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Hazard Mitigation GLO Memo_, R2025-26 HMP authorized signers GLO contract 22-130-073-E794			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: March 05, 2025
Subject: Approval of Resolution 2025-26 Designating Authorized Signatories for Contractual Documents Pertaining to Local Hazard Mitigation Plans Program (LHMPP) General Land Office (GLO) State Contract Number 22-130-073-E794 (Staffed by Grant Manager)

Item Explanation:

The City of Weslaco has been awarded \$52,000 through the Local Hazard Mitigation Plans Program (LHMPP) to update its Local Hazard Mitigation Plan. This update is critical for enhancing the city's preparedness and resilience against potential hazards, ensuring the safety and well-being of our community. It will support risk assessment, disaster response planning, and long-term strategies to reduce the impact of natural and man-made hazards on our infrastructure and residents. Additionally, maintaining an up-to-date plan will make the city eligible for potential grant funding opportunities that may arise in the future.

To comply with program requirements, it is necessary to appoint authorized signatories for contractual and fund request documents with the Texas General Land Office. Mayor Adrian Gonzalez is designated to execute contractual documents, while the City Secretary is authorized to manage fund request documentation. These appointments will streamline the administrative process and facilitate timely access to awarded funds.

Recommendation:

Staff recommends approval authorizing authorized signatories for contractual and fund request documents with the Texas General Land Office. Mayor Adrian Gonzalez is designated to execute contractual documents, while the City Secretary is authorized to manage fund request documentation.

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

RESOLUTION 2025-26

A RESOLUTION BY THE WESLACO CITY COMMISSION DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE LOCAL HAZARD MITIGATION PLANS PROGRAM (LHMPP) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-130-073-E794

WHEREAS, the City of Weslaco has received a Local Hazard Mitigation Plans Program award to provide a Local Hazard Mitigation Plan Update; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the LHMPP Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Weslaco acknowledges that if an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised LHMPP *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor of Weslaco be authorized to execute contractual documents between the Texas General Land Office and the County for the Local Hazard Mitigation Plans Program.

SECTION 2: Weslaco City Secretary be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Local Hazard Mitigation Plans Program.

PASSED AND APPROVED ON THIS 5TH DAY OF MARCH 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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-235	
From:			
Subject: Approval to renew affiliation agreement with Southern Careers Institute for a period of two (2) years; unless terminated earlier. (Staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Luz Galindo Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: SCI 2025			
Responsibilities upon Approval:			



AFFILIATION AGREEMENT

Facility/Clinic:	Weslaco City Hall
Effective Date:	2/10/25

THIS GENERAL AFFILIATION AGREEMENT (“Agreement”) is made and entered into by and between SCI Acquisition Co, Inc. d/b/a Southern Careers Institute (“SCI”) and Weslaco City Hall (“Facility”) (collectively referred to as “Parties”), as of the Effective Date listed above, with respect to the following:

1. PURPOSE

- 1.1 Parties intend by way of this Agreement, to set forth the terms and conditions whereby Facility agrees to allow select students from Southern Careers Institute’s (“Students”) the opportunity to gain practical, hands-on experience through an Externship Program at Facility.

2. TERM

- 2.1 The term of this Agreement shall begin on the Effective Date and shall continue thereafter for a period of 2 years, unless terminated earlier as provided herein.
- 2.2 Either party may terminate this Agreement by serving upon the other party a written notice, not less than thirty (30) days in advance of termination on a date certain. Such termination shall not prevent those students already participating in this education program from completing their ongoing externship at the Facility at the time of termination. Additionally either party may terminate this Agreement with 30 day notice to the other Party.
- 2.3 Unless terminated by earlier by either Party, upon the expiration of the initial term or any renewal term, this Agreement shall be automatically renewed for a two (2) year period.

3. SCI’s RESPONSIBILITIES

- 3.1 SCI understands and agrees to be responsible for the following:

- a. To provide all classroom and laboratory instruction to student prior to their externship program at the Facility.
- b. To designate a member of the SCI instructional staff to serve as a Program Liaison to work with the Facility’s clinical supervisor.
- c. To coordinate with **Volunteer Program** (“Facility Representative”) to assist Students and Facility throughout their participation in the Externship Program.
- d. To provide Facility with a list of skills that Students must learn and practice during the externship. Facility Representative and Program Liaison will ensure students are learning all necessary skills throughout externship and monitor Student activities any time Students are at the Facility.
- e. To advise the assigned Students of their obligation to comply with all applicable SCI and Facility rules and regulations. SCI shall inform Students that during their externship at Facility, each Student will be under the control and jurisdiction of Facility managers, directors and administrators and that each Student must follow the rules and compliance policies of Facility to the fullest extent possible to ensure a safe environment for the Facility’s patients, clients, employees and/or customers.
- f. SCI shall be solely responsible for conducting the overall education program for its Students.
- g. SCI will ensure that Students participating in the Externship Program are instructed on both federal and state law which protects the confidentiality of each patient at Facility, and that Protected Health Information (“PHI”) as defined within the HIPAA Rules, shall not be

disclosed to any third party without a legal obligation and a need to know, or by a lawful order of a court of competent jurisdiction. SCI will further inform Students that any breach of such PHI, based wholly or in part by a Students negligence or willful misconduct, could subject such Student to personal liability for damages sustained by a third party, for which Facility explicitly will not indemnify Student or SCI against.

- h. To indemnify and hold harmless the Facility and its employee/agents from any and all claims, damages, judgments, actions, and causes of acting arising out of the acts of omissions of SCI, its employees and agents, including the cost, expenses, and legal fees incurred defending any and all such claims, actions and lawsuits. The Facility agrees to give SCI written notice of all such claims, damages, judgment, actions, costs, expenses, and legal fees within 30 days after the Facility has knowledge thereof.

4. FACILITY'S RESPONSIBILITIES

4.1 The Facility understands and agrees to be responsible for the following:

- a. To designate a member of Facility staff to serve as Facility Representative for the Externship Program.
- b. To provide an orientation to SCI Program Liaison and Students prior to the start of the externship program. The orientation will include a tour of the facility, location of supplies, and all equipment and emergency procedures.
- c. To provide Students with clinical/externship experience in their field of study.
- d. To provide all necessary equipment and supplies required to adequately perform program specific procedures and office duties.
- e. To immediately call 911 and notify SCI of any student who develops an illness or is involved in an accident. The Facility will provide immediate emergency care if necessary. Students and/or their insurance provider shall be responsible for all costs incurred as a result of any care or treatment for injuries or illness sustained while at the Facility. Facility and SCI will not be the responsibility for the cost of any such treatment.
- f. With regards to all Student information provided by SCI during the course of this Agreement, Facility shall maintain all Student records in accordance with the rules and regulations of the Family Educational Rights and Privacy Act ("FERPA"). Facility shall not disclose any Personally Identifiable Information, as that term is defined by FERPA, of any Students to any third party without a legal obligation and without first obtaining written consent from the Student.
- g. To indemnify and hold harmless SCI, its employees, agents, and students from any and all claims, damages, judgments, actions, and causes of action arising out of the acts or omissions of the Facility, its employees and agents, including the cost, expenses and legal fees incurred in defending any and all such claims, actions, and lawsuits. SCI agrees to give the Facility written notice of all such claims, damages, judgments, actions, costs, expenses, and legal fees within 30 days after SCI has knowledge thereof.

5. GENERAL PROVISIONS

5.1 Each Party shall be separately responsible for compliant with all anti-discrimination laws which may be applicable to their respective activities under this Externship Program. Neither Party will discriminate against any student or other protected person in the Externship Program on the basis of race, national origin, color, religion, sex (including pregnancy, sexual orientation, and gender identity), age, disability, and genetic information (including family medical history).

5.2 Facility may, in its sole and absolute discretion, refuse the use of its facilities to any Student.

- 5.3 Under the terms of this Agreement, neither Party is obligated to make payments of any kind to the other Party and non-monetary consideration, as agreed to herein by the Parties, shall be deemed sufficient under the rule of law to form a valid and binding agreement between the Parties.
- 5.4 Services rendered by Students covered by this Agreement are considered to be voluntary educational experience, necessary for the completion of SCI's Program. The parties understand and agree that SCI Students will not be compensated for their participation in the Externship Program. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship among SCI, the Facility, and the Students.
- 5.5 Externship Program shall consist of a minimum of: (a) 86 hours for Business Accounting Specialist students; (b) 90 hours for Administrative Assistant students; (c) 146 hours for Medical Billing and Coding students; (d) 140 hours for Medical Office Specialist students; (e) 178 hours for Medical Assistant students; (f) 80 hours for Business Administration students; and (g) 168 hours for Pharmacy Technician students. These hours should include an equal balance of program specific procedures and office duties, unless otherwise stated.
- 5.6 The parties understand and agree that the Facility may request the withdrawal of a Student from the Externship Program, provided that Facility promptly furnishes SCI with written documentation of the circumstance that necessitated such a withdrawal.
- 5.7 Parties understand and agree that this Agreement may be terminated by either party upon thirty (30) day written notice to the other Party.
- 5.8 This Agreement shall be governed by and construed under the laws of the State of Texas, Travis County.
- 5.9 Parties understand that SCI provides limited insurance coverage for accidents caused by Students during their participation in the Externship Program. Proof of professional liability insurance protection will be provided to Facility upon execution of this Agreement. The parties understand and agree that the responsibility of SCI for accident coverage caused by Students shall be limited to, and controlled by, the terms of SCI applicable insurance policy then in effect.
- 5.10 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter herein. Any amendment hereof must be made in writing and fully executed by all Parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

Southern Careers Institute

Weslaco City Hall

Cherith McKinney

2/10/25
Date

Date



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-236	
From: Gabriel Perez			
Subject: Approval to ratify the acceptance of a Grant Award from the Stanton Foundation in the amount of \$80,000. Funding will be utilized for the purchase of a 2024 Ford Transit Cargo Van for the Animal Care Services Division. (Staffed by Grant Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Gabriel Perez Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff			
Staff Recommendation: Staff recommends approval authorizing the Acceptance of the Grant Award from the Stanton Foundation.			
Attachments, if any: Stanton Foundation Award Memo			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: March 05, 2025
Subject: Approval to Ratify the Acceptance of a Grant Award from the Stanton Foundation in the Amount of \$80,000

Item Explanation:

The City of Weslaco has been awarded an \$80,000 Stanton Foundation Grant to enhance its animal care services through the purchase of a specialized transport van. This grant-funded van will be equipped with a rear HVAC system, ensuring a safe and comfortable environment for animals during transport, particularly in extreme weather conditions.

In addition to the van, the grant will cover the cost of a custom wrap that will not only promote the city's branding efforts but also boost community awareness of animal care initiatives. This increased visibility is expected to foster greater community engagement and support for local animal welfare programs.

An added benefit of this grant is that it does not require any matching funds from the City of Weslaco, making it a financially responsible opportunity to improve animal transport capabilities without impacting the city's budget.

Recommendation:

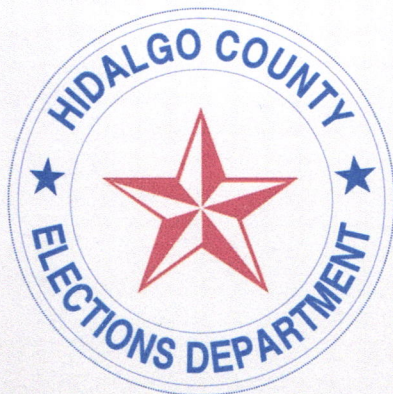
Staff recommends approval authorizing the Acceptance of the Grant Award from the Stanton Foundation.

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



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-246	
From:			
Subject: Approval for payment to Hidalgo County Elections Department in the amount of \$50,551.15 for the General Election held November 5, 2024. (Staffed by City Secretary Department.)			
Background: The commission approved an agreement with Hidalgo County Elections Department to conduct the November 5, 2024, General Election for Commissioner At-Large and Commissioner District Member 3. The invoice is only for the November 5, 2024, general election and an invoice will follow for the run-off election held on December 14, 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):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended.			
Staff Recommendation: Approve.			
Attachments, if any: Request for payment November 5, 2024 Elections , 20241105-06 City of Weslaco Invoice			
Responsibilities upon Approval:			



Hidalgo County Elections
Hilda A. Salinas
Elections Administrator

2015 W. Jackson Creek Ave.

Edinburg, Texas 78539

Phone.: (956) 318-2570

Fax: (956) 393-2039

Email: elections@co.hidalgo.tx.us

February 20, 2025

City of Weslaco
Norma A. Cantu
255 S. Kansas Ave.
Weslaco, TX 78596
Via Email: nacantu@weslacotx.gov
avega@weslacotx.gov

**RE: November 5, 2024 General Election and Local Entities
Elections – City of Weslaco Invoice for Election Services
rendered.**

Dear Ms. Cantu,

Enclosed you will find the November 5, 2024 General Election and
Local Entities Elections City of Weslaco Invoice for Election Services
rendered. Prompt payment of this invoice will be greatly appreciated.

Year	Invoice No.	Election	Invoice Amount
2024	20241105-06	November 5, 2024 General Election and Local Entities Elections - City of Weslaco Invoice for Elections Services rendered.	\$50,551.15

If you have any questions, please call Jairo Briones, Accounts
Payable Specialist III at (956) 318-2570 ext. 5707.

Regards,

Jairo Briones
Accounts Payable Specialist III



2024 Hidalgo County Elections Contract

Invoice #
20241105-06

ELECTION: City of Weslaco Commissioner at Large & District 3		DATE: November 5, 2024		
6.01	Coding Services for HART	Price	Quantity	Total
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00
B	Ballot Audio Files	\$10.00	8	\$80.00
C	Election Media per Polling Location(s)	\$100.00	9	\$900.00
D	Verity Controller(s) 13	\$1,511.25	1	\$1,511.25
D	Verity Touch Duo Machine(s) 94	\$10,504.50	1	\$10,504.50
D	Verity Scan and Ballot Box 9	\$1,372.50	1	\$1,372.50
D	Verity Duo Go Carrier (Curbside Voters) 22	\$825.00	1	\$825.00
E	Delivery/ Pick-up Fee (includes Mileage)	\$1,378.62	1	\$1,378.62
Total iVotronic Coding Charges				\$17,046.87
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	\$10.91	1	\$10.91
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer) 13	\$487.50	1	\$487.50
C	Printer Labels (per vote)	\$0.03	25824	\$774.72
D	Username/Password - Per Polling Location	\$20.00	9	\$180.00
Total Electronic Poll Book Charges				\$1,453.13
6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	\$0.55	565	\$310.75
	Election Day Combination Forms	\$0.55	172	\$94.60
	Election Judge Kit for Early Voting 1	\$12.50	1	\$12.50
	Election Judge Kit for Election Day 8	\$100.00	1	\$100.00
	Verity Access Thermal Code paper (per vote)	\$0.10	12451	\$1,245.10
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	12451	\$4,980.40
	I VOTED stickers (per vote)	\$0.01	12912	\$129.12
	Polling Location Map(s)	\$17.00	9	\$153.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	623	\$124.60
	Covid PPE's per location	\$0.00	9	\$0.00
Total Supplies Charges				\$7,150.07
6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Paper Ballots	\$0.40	563	\$225.20
	Mail-in-Ballots Kit(s) per request	\$2.00	561	\$1,122.00
	Postage Mail-in-Ballots (per request)	\$0.73	561	\$409.53
	Correspondence Postage	\$0.58	8	\$4.64
Total Mail & Ballot Service Charges				\$1,761.37
6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	\$646.99	1	\$646.99
	Local newspaper		0	\$0.00
Total Advertisement/Notice Charges				\$646.99
6.07	Payroll for Training and Election Poll Workers	Price	Total	
	Payroll for Early Voting Employees	\$7,553.27	\$7,553.27	
	Payroll for Election Day Employees	\$1,930.13	\$1,930.13	
Total Payroll Charges				\$9,483.40
	Payroll for Staff Overtime	Price	Total	
	Payroll for Early Voting and Election Day Staff Employees	\$7,863.95	\$7,863.95	
Total Payroll Charges				\$7,863.95
6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	\$457.18	1	\$457.18
Total Ballot Board Charges				\$457.18
6.10	Insurance	Hourly rate	Hours wk	% Total
	Liability insurance for Early Voting Supervisors (1)	\$ 16.00	44.94	0.0021 \$1.51
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Early Voting Alternates (1)	\$ 14.00	43.44	0.0021 \$1.28
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Early Voting Clerks (15)	\$ 12.00	517.7975	0.0021 \$13.05
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Election Day Presiding Judges (8)	\$ 16.00	33.1875	0.0021 \$1.12
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Election Day Alternates (8)	\$ 14.00	30	0.0021 \$0.88
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Election Day Clerks (20)	\$ 12.00	73	0.0021 \$1.84
	(hourly rate X hrs worked X .0021)			
Total Insurance Charges				\$19.68
6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice)	\$72.95	1	\$72.95
Total Cell Phone Charges				\$72.95
6.12	Subtotal			\$45,955.59
	Administrative Fees (10%)			\$4,595.56
	GRAND TOTAL			\$50,551.15

Hilda A. Salinas

Hilda A. Salinas, Hidalgo County Elections Administrator

2/19/2025

Date



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-216	
From:			
Subject: Discussion and consideration on Resolution 2025-27 appointing a member to the Weslaco Economic Development Corporation. (Staffed by City Secretary/Weslaco EDC.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by the governing body.			
Staff Recommendation: Approve as recommended by the governing body.			
Attachments, if any: Board App - Robert Donalson rcvd 022725_Redacted, R2025-27 EDC Board appt			
Responsibilities upon Approval: Execute, retain, notify the nominee and the appropriate department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Robert S. Donaldson DATE: 02/27/25

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

MAILING ADDRESS: Same as Physical

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

E-MAIL ADDRESS: [REDACTED]

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

Banker - Vice President

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Rotary Weslaco Chamber of Commerce Board
Valley Nature Center Board
Costal Conservation Association
Leadership Mid Valley
Leadership WGV

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

AMBULANCE ADVISORY BOARD _____

ANIMAL SHELTER ADVISORY BOARD _____

BOARD OF ADJUSTMENTS - BUILDING _____

BOARD OF ADJUSTMENTS - ZONING _____

CITIZENS DRAINAGE ADVISORY BOARD _____

CIVIL SERVICE BOARD _____

HOTEL OCCUPANCY TAX ADVISORY BOARD _____

ECONOMIC DEVELOPMENT CORPORATION 1

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____

PARKS & RECREATION ADVISORY BOARD _____

PLANNING & ZONING COMMISSION _____

WESLACO AIRPORT COMMITTEE _____

WESLACO RECYCLING TASK FORCE _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☒ NO





APPLICATION TO SERVE ON BOARD & COMMITTEES

BOARD MEMBER ELECTION ON DISCLOSURE

An appointed Board Member may choose whether to allow public access to the information in the custody of the city relating to the Board Member's home address, home telephone number, and cellular numbers (if not paid by the city), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary Department. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary Department. Only the City Secretary is allowed to disclose the information listed above.

**Please complete the information below and return to the
City Secretary Department within fourteen days of receipt.**

☐ I DO elect public access to my:
_____ home address
_____ home telephone number or cell phone number
_____ personal email address

☒ I DO NOT elect public access to my:
_____ home address
_____ home telephone number or cell phone number
_____ personal email address

Applicant's Signature

Date

Applicant's Printed Name

RESOLUTION NO. 2025-27

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

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

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

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

WHEREAS, the term limit for a member has been met and not eligible for reappointment and appointment to fill a vacancy is needed.

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

<u>Name</u>	<u>Term Expires</u>
_____	<u>03/05/2028</u>

PASSED AND APPROVED on this 5th day of March.

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: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-228	
From:			
Subject: Discussion and action on the confirmation and swearing in of the Weslaco Chief of Police. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve notification of the selection of Police Chief.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-145	
From:			
Subject: Discussion and consideration to approve the renewal of Microsoft Office 365 suite in the amount of \$77,638.38; Contract#: DIR-CPO-5237. (Staffed by Information Technology Department.)			
Background: Suite includes Microsoft Word, Excel and Outlook. It also contains the licenses for our servers and databases that contain our entire data for all city departments. This item has been budgeted for this fiscal year.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rick Mendoza Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Quote-25899553-SHI-O365-Renewal			
Responsibilities upon Approval:			



Pricing Proposal
Quotation #: 25899553
Reference #: EA - 85552281- Budgetary Renewal
Created On: 2/28/2025
Valid Until: 3/31/2025

TX-City of Weslaco

Rick Mendoza
255 S KANSAS AVE
Weslaco, TX 78596
United States
Phone: 9568684533
Fax:
Email: rmendoza@weslacotx.gov

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CIS Suite Datacenter Core ALng SA 16L Microsoft - Part#: 9GS-00130 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 3/1/2025 – 2/28/2026 Note: Year 1 of 3 Commitment, Budgetary Renewal	1	\$1,446.30	\$1,446.30
2	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 3/1/2025 – 2/28/2026 Note: Year 1 of 3 Commitment, Budgetary Renewal	4	\$637.50	\$2,550.00
3	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237	260	\$19.80	\$5,148.00
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 3/1/2025 – 2/28/2026 Note: Year 1 of 3 Commitment, Budgetary Renewal	260	\$250.08	\$65,020.80
5	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 3/1/2025 – 2/28/2026 Note: Year 1 of 3 Commitment, Budgetary Renewal	1	\$92.88	\$92.88
6	Exchange Online P1 GCC Sub Per User Microsoft - Part#: 3MS-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237	90	\$37.56	\$3,380.40

Subtotal	\$77,638.38
Shipping	\$0.00
Total	\$77,638.38

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Year 1 (Mar-01-2025 to Feb-28-2026): \$77,638.38
Year 2 (Mar-01-2026 to Feb-28-2027): \$77,638.38
Year 3 (Mar-01-2027 to Feb-28-2028): \$77,638.38

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-217	
From:			
Subject: Discussion and consideration to authorize the purchase of two (2) John Deere Z960M ZTrak mowers through BuyBoard Contract #724-23 with Vendor Deere & Company for an amount not to exceed \$32,608. (Staffed by Parks & Recreation Department.)			
Background: This equipment was approved as part of the current budget.			
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):			
JUANITA VALLEJO OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any: John Deere			
Responsibilities upon Approval:			



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

Quote Summary

Prepared For:
City Of Weslaco
TX

Delivering Dealer:
Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

**USED EQUIPMENT SOLD AS IS WHERE IS.
NO WARRANTY IS WRITTEN OR IMPLIED
UNLESS REMAINING FACTORY WARRANTY
IS TRANSFERABLE.
CONSULT YOUR SALES TEAM FOR
DETAILS.**

Quote ID: 32211550
Created On: 14 January 2025
Last Modified On: 14 January 2025
Expiration Date: 28 February 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak	\$ 20,396.00	\$ 16,303.56 X	2 =	\$ 32,607.12

Contract: TX BuyBoard Grounds Mtn Equip, Irrigation 706-23 (PG 67 CG 70)

Price Effective Date: January 13, 2025

Equipment Total	\$ 32,607.12
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Quote Summary

Equipment Total	\$ 32,607.12
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Trade In

SubTotal	\$ 32,607.12
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Est. Service	\$ 0.00
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Agreement Tax

Total	\$ 32,607.12
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Balance Due	\$ 32,607.12
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Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 32211550

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
OnlineSales@tellusequip.com

JOHN DEERE Z960M ZTrak

Hours:

Suggested List *

Stock Number:

\$ 20,396.00

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Selling Price *

\$ 16,303.56

Price Effective Date: January 13, 2025

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2234TC	Z960M ZTrak	2	\$ 15,809.00	22.00	\$ 3,477.98	\$ 12,331.02	\$ 24,662.04
Standard Options - Per Unit							
001A	United States/Canada	2	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	2	\$ 1,448.00	22.00	\$ 318.56	\$ 1,129.44	\$ 2,258.88
1506	72 In. Side Discharge Mower Deck	2	\$ 750.00	22.00	\$ 165.00	\$ 585.00	\$ 1,170.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	\$ 595.00	22.00	\$ 130.90	\$ 464.10	\$ 928.20
Standard Options Total			\$ 2,793.00		\$ 614.46	\$ 2,178.54	\$ 4,357.08
Dealer Attachments/Non-Contract/Open Market							
002	Non-Contract HD Belt Kit	2	\$ 499.00	0.00	\$ 0.00	\$ 499.00	\$ 998.00
001	Non-Contract HD Canopy Kit	2	\$ 1,295.00	0.00	\$ 0.00	\$ 1,295.00	\$ 2,590.00
Dealer Attachments Total			\$ 1,794.00		\$ 0.00	\$ 1,794.00	\$ 3,588.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 20,396.00		\$ 4,092.44	\$ 16,303.56	\$ 32,607.12



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-239	
From:			
Subject: Discussion and approval of Allowance Expenditure Authorization No. 1 New Library Project for removal of existing foundation in an amount not to exceed \$27,787. (Staffed by Parks & Recreation Department.)			
Background: This item authorizes the Contractor to demolish and remove the existing concrete foundation of the drive-through bank. This work was not included as part of the project and had to be completed by the city workforce. After further consideration, staff recommends that the contractor provide this work and required back-fill and compaction for new parking lot. City will provide haul-off and disposal. The expense will be deducted from the owner's contingency allowance fund.			
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):			
JUANITA VALLEJO OMAR RODRIGUEZ Martin Garza		Created/Initiated New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 250218 City of Weslaco New Library - Demo Exist Concrete Foundation-AEA#One, AEA#1-030525-draft, G709-2018 - Final - 001(2)(1)-PR#1-Pending			
Responsibilities upon Approval:			

Weslaco New Library - Demo Exist Concrete Foundation

JR-Garcia Company, LLC

3406 Joycee Dr

Mission, TX 78573

Contact: Jose Luis Garcia

Phone: (956) 529-7140

Fax:

Quote To:Job Name:Bid Date:Date of Plans:Revision Date:Phone:Fax:Attn:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	DEMO & HAUL OFF EXIST FOUNDATION	467.00	SY	59.50	27,786.50
GRAND TOTAL					\$27,786.50

NOTES:

JR-Garcia Company, LLC. will not enter into a sub-contract agreement with the Contractor, unless the sub-contract terms are mutually agreed upon by both parties.

The City of Weslaco will provide trucking for the concrete debris haul off.

JR-Garcia Company, LLC. will perform construction staking from conveniently located controls placed by the General Contractor.

Additional quantities will require a Change Order prior to additional work being installed.

The prices quoted do NOT include the cost of payment and performance bond.

The pricing herein is offered based on servicing the total project. we reserve the right to adjust the quoted prices should our bid not be accepted in full.

The prices quoted for the referenced project are valid for a period of thirty (30) Days from proposal date.

JR-Garcia Company, LLC. will not dispose of or mitigate any insitu materials that may be hazardous.

Hazardous materials include, but are not limited to contaminated soils, asbestos cementious pipe, lead, etc.

The remediation or removal of hazardous materials is the responsibility of others.

The Owner / General Contractor shall be responsible for any damages to JR-Garcia Company, LLC. as a result of encountering hazardous materials, these possible costs include but are not limited to clean up of equipment and standby charges.

Title to, Ownership of legal responsibility and liability for any and all Hazardous Materials shall at all times remain with the Owner or General Contractor.

In the event that additional information is required, please feel free to contact me.

Sincerely,

Bid Summary Totals Report

Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	6,908	25.00	1,727
Burden:	1,664	25.00	416
Perm Matl:	0	25.00	0
Const Matl:	0	25.00	0
Sub:	0	25.00	0
Eq. Op. Exp:	7,361	25.00	1,840
Co. Equip:	6,300	25.00	1,575
Rented Eq.:	0	25.00	0
Trucking:	0	25.00	0
Misc2:	0	25.00	0
Misc3:	0	25.00	0
Overrides:	0		0
Total:	22,233	25.00	5,558

Selected Bond Table: N

Previous Run

Summary: 02/18/2025 4:39 PM

Spread: 02/18/2025 4:39 PM

Summary run on Takeoff Quan - No Adjusting to Bid Quan.

Standard Spreads

Indirect Spread: Labor

Markup Spread: Total

Addon/Bond Spread: Total less Sub

Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	17,882	4,471	22,353
Indirect:	4,351	1,088	5,439
Addons:	0	0	0
Bond:	0		0
SubTotal:	22,233	5,559	27,792
Pass Through:	0		0
Total:	22,233	5,559	27,792

Cost Report

Biditem

5

GENERAL CONDITIONS

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	2,200.00	548.91	2,748.91	1,601.70	0.00	0.00	0.00	0.00	4,350.61
Total	2,200.00	548.91	2,748.91	1,601.70	0.00	0.00	0.00	0.00	4,350.61

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
50.0000	0.0200	50.0000	87.0122	44.0000	54.9782	0.0100

Activity: 108

Project Manager

Quantity: 5

Unit: WD

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	110.00	27.45	137.45	30.40	0.00	0.00	0.00	0.00	167.84
Total	550.00	137.23	687.23	151.98	0.00	0.00	0.00	0.00	839.21

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
167.8420	2.0000	0.5000	83.9210	1.2500	4.0000	0.2500	671.3680

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
10.0000	0.5000	2.0000	68.7230	110.0000

Calendar: 4040 Hour Work Week 5 x 8 hrHrs/Shift: 8WC: TX5506Average Worker's Comp

Crew: LPMPROJECT MANAGERProd: SU 0.25Eff: 100.00Crew Hrs: 10.00Labor Pcs: 1.00Equipment Pcs: 1.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TPU	Pickup Truck	1.00	10.00	HR	15.20	100.00	15.20	151.98
LSUPM	Project Manager	1.00	10.00	MH	55.00	100.00	68.72	687.23

Activity: 120

Foreman w/ Pickup

Quantity: 5

Unit: WD

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	330.00	82.34	412.34	121.58	0.00	0.00	0.00	0.00	533.92
Total	1,650.00	411.68	2,061.68	607.92	0.00	0.00	0.00	0.00	2,669.60

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
533.9200	8.0000	0.1250	66.7400	5.0000	1.0000	1.0000	533.9200

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
40.0000	0.1250	8.0000	51.5420	330.0000

Calendar: 4040 Hour Work Week 5 x 8 hrHrs/Shift: 8WC: TX5506Average Worker's Comp

Crew: LFORFOREMAN ROADWORKProd: SU 1Eff: 100.00Crew Hrs: 40.00Labor Pcs: 1.00Equipment Pcs: 1.00

Notes: based on supervising
6 men
1 hour of Foreman / 6 mh's

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TPUFO	Foreman's Pickup	1.00	40.00	HR	15.20	100.00	15.20	607.92
LSUFOR	Foreman Strs & Roadwork	1.00	40.00	MH	41.25	100.00	51.54	2,061.68

Activity: 121

Crew Truck

Quantity: 5

Unit: WD

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
168.3600	10.0000	0.1000	16.8360	5.0000	1.0000	1.0000	168.3600

Calendar: 5050 Hour Work Week 5 x 10hrHrs/Shift: 10WC: TX5506Average Worker's Comp

Crew: CT0Crew TruckProd: SU 1Eff: 100.00Crew Hrs: 50.00Labor Pcs: 0.00Equipment Pcs: 1.00

Notes: based on supervising
6 men

1 hour of Foreman / 6 mh's

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TCR	Crew Truck w/o Tools	1.00	50.00	HR	16.84	100.00	16.84	841.80

Biditem

10

DEMO & HAUL OFF EXIST FOUNDATION

Takeoff Qty: 467.000 SY

Bid Qty: 467.000 SY

Client #: 1

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	10.08	2.39	12.47	25.82	0.00	0.00	0.00	0.00	38.29
Total	4,708.00	1,114.73	5,822.73	12,059.46	0.00	0.00	0.00	0.00	17,882.19

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
220.0000	2.1227	0.4711	81.2827	21.4000	26.4670	5.8375

Activity: 120

Rem Exist Fouation

Quantity: 467

Unit: EA

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	8.41	1.99	10.40	23.35	0.00	0.00	0.00	0.00	33.75
Total	3,927.00	929.81	4,856.81	10,903.68	0.00	0.00	0.00	0.00	15,760.49

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
33.7484	0.1285	7.7833	262.6748	6.0000	77.8333	0.0128	2,626.7483

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
180.0000	2.5944	0.3854	26.9823	8.4090

Calendar: 5050 Hour Work Week 5 x 10hrHrs/Shift: 10WC: TX5506Average Worker's Comp

Crew: E20M2 20 TON EXC, 2 MENProd: US 77.8333Eff: 100.00Crew Hrs: 60.00Labor Pcs: 3.00Equipment Pcs: 4.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8A650	Air Compressor 600-699 CFM	1.00	60.00	HR	37.95	100.00	37.95	2,277.12
8ATOOL	Air Tool	1.00	60.00	HR	16.64	100.00	16.64	998.40
8E20	Excavator 20 ton	1.00	60.00	HR	69.35	100.00	69.35	4,160.82
8L20	Loader 2 cy	1.00	60.00	HR	57.79	100.00	57.79	3,467.34
LCUT3	Skilled Labor	1.00	60.00	MH	17.50	110.00	23.81	1,428.47
LOPEX2	Bkhoe /Excav Operator	1.00	60.00	MH	24.00	110.00	32.65	1,959.05
LOPLD	Loader Operator	1.00	60.00	MH	18.00	110.00	24.49	1,469.29

Activity: 130

Load Concrete Debris to Weslaco Trucks

Quantity: 2

Unit: DAY

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	390.50	92.46	482.96	577.89	0.00	0.00	0.00	0.00	1,060.85
Total	781.00	184.92	965.92	1,155.78	0.00	0.00	0.00	0.00	2,121.70

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
1,060.8500	10.0000	0.1000	106.0850	2.0000	1.0000	1.0000	1,060.8500

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
40.0000	0.0500	20.0000	24.1480	390.5000

Calendar: 5050 Hour Work Week 5 x 10hrHrs/Shift: 10WC: TX5506Average Worker's Comp

Crew: L20M2 2CY LOADER, 2 MENProd: US 1Eff: 100.00Crew Hrs: 20.00Labor Pcs: 2.00Equipment Pcs: 1.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8L20	Loader 2 cy	1.00	20.00	HR	57.79	100.00	57.79	1,155.78
LCUT3	Skilled Labor	1.00	20.00	MH	17.50	110.00	23.81	476.16
LOPLD	Loader Operator	1.00	20.00	MH	18.00	110.00	24.49	489.76

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
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Total	6,908	1,664	8,572	13,661	0	0	0	0	22,233
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Job Notes

Calendars Used In Estimate

- 40
- 40 Hour Work Week 5 x 8 hr
- 50
- 50 Hour Work Week 5 x 10hr

Contingency Allowance Expenditure Authorization

Project: MJVSPL New Library Construction Project

Authorization #One

BSG Project # 2208

Date: 03-05-25

To: NM Contracting, LLC
2022 Orchid Avenue
McAllen, TX 78504

Attention: Mr. Jerry Garcia, Operations Manager

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Amount.

Description of Work:

Allowance Expenditure issued for work indicated below as submitted by NM Contracting, LLC.:

Proposal Request #001: Original Issue Date: 01-07-25 - Copy Attached

Proposal from JR-Garcia Company, LLC; dated 02-18-25 - Copy Attached

Total Amount of Expenditure: \$27,786.50

CAEA #1 will decrease the Contingency Allowance by: \$27,786.50

Original Owner's Contingency Allowance Sum:	\$200,000.00
Allowance Expenditures Prior to this authorization:	\$0.00
Allowance Balance prior to this authorization:	\$200,000.00
Allowance Sum will be decreased by this Authorization:	\$27,786.50
New Owner's Contingency Allowance Balance:	\$172,213.50

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by: NM Contracting, LLC
Signature Date

BSG Architects, Inc.
Signature Date

Accepted and agreed to on behalf of the City of Weslaco, Texas:
City of Weslaco
Signature Date



AIA[®] Document G709[™] – 2018

Proposal Request

PROJECT: *(name and address)*

Mayor Joe V. Sanchez Public Library
Weslaco, Texas

CONTRACT INFORMATION:

Contract For: General Construction
Date: December 12, 2024

Architect's Project Number: 2208

Proposal Request Number: 001

Proposal Request Date: 01-07-25

OWNER: *(name and address)*

City of Weslaco, Texas
255 S. Kansas Ave.
Weslaco, TX 78596

ARCHITECT: *(name and address)*

Boultinghouse Simpson Gates Architects,
Inc.
3301 N. McColl Road
McAllen, TX 78501

CONTRACTOR: *(name and address)*

NM Contracting, LLC
2022 Orchid Ave.
McAllen, TX 78504

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Furnish all labor, materials and equipment necessary to complete the demolition and removal of the existing foundation of the old motor bank. Work includes backfilling and rough grading as per recommendations of the Geotechnical Services report from B2Z Engineering which was issued as part of the Construction Documents. The originally issued sheet C02.00 called for the demolition of the motor bank foundation to be performed by 'others'. Testing of backfill materials and compaction to be performed by City's designated materials testing company. Contractor to make arrangements with City for materials and compaction testing.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

ROBERT S. SIMPSON

PRINTED NAME AND TITLE

PROJECT ARCHITECT



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-227	
From: David Arce			
Subject: Discussion and consideration to negotiate and enter into a contract with Green, Rubiano & Associates, for RFQ #2024-25-11 Engineering Services for Metal Canopy Design. (Staffed by Public Works Department.)			
Background: The City of Weslaco issued a Request for Qualifications (RFQ) for the design and engineering of a metal canopy at the Public Works facility located on Joe Stephens Ave. The RFQ was advertised on January 29, 2025, and February 5, 2025, in the Advance News Journal and posted on BidNet. A pre-submittal Zoom meeting was held on February 6, 2025, followed by a deadline for questions on February 10, 2025. The submission deadline was February 24, 2025, at 10:00 AM.			
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: Approval to negotiate and enter into a contract.			
Attachments, if any: Memo 2025 Solicit RFQ Metal Canopy, EVALUATION MATRIX 2024-25-11 CANOPY			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: March 5, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: 2024-25-11 ENGINEERING SERVICES FOR METAL CANOPY DESIGN

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

Background:

The City of Weslaco issued a Request for Qualifications (RFQ) for the design and engineering of a metal canopy at the Public Works facility located on Joe Stephens Ave. The RFQ was advertised on January 29, 2025, and February 5, 2025, in the Advance News Journal and posted on BidNet. A pre-submittal Zoom meeting was held on February 6, 2025, followed by a deadline for questions on February 10, 2025. The submission deadline was February 24, 2025, at 10:00 AM.

Submissions Received:

The City received Statements of Qualifications (SOQs) from two firms:

1. **Colliers Engineering & Design**
2. **Green, Rubiano & Associates**

The City would like to negotiate a contract with the highest-ranked firm, Green, Rubiano & Associates, for RFQ #2024-25-11: Engineering Services for Metal Canopy Design.

CITY OF WESLACO

Engineering Services for Metal Canopy Design

RFQ NO.: 2024-25-11 opening held on 2/24/2025 at 10:00 AM

	EVALUATOR	Colliers Engineering	Green, Rubiano & Associates
1. Firm's qualifications and experience in similar projects.	DAVID ARCE	40	40
	NICOLAS CASTILLO	40	40
	ALBERT ALDANA	38	40
CRITERIA 1 AVERAGE	MAX 40 POINTS	39.33	40.00
2. Demonstrated understanding of the project scope and objectives.	DAVID ARCE	30	28
	NICOLAS CASTILLO	30	30
	ALBERT ALDANA	28	30
CRITERIA 2 AVERAGE	MAX 30 POINTS	29.33	29.33
3. Proposed timeline and cost-effectiveness.	DAVID ARCE	20	20
	NICOLAS CASTILLO	20	20
	ALBERT ALDANA	10	15
CRITERIA 3 AVERAGE	MAX 20 POINTS	16.67	18.33
4. References and past performance on public projects.	DAVID ARCE	9	10
	NICOLAS CASTILLO	10	9
	ALBERT ALDANA	9	10
CRITERIA 4 AVERAGE	MAX 10 POINTS	9.33	9.67
AVERAGE BY EVALUATOR	DAVID ARCE	99.00	98.00
AVERAGE BY EVALUATOR	NICOLAS CASTILLO	100.00	99.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	85.00	95.00
TOTAL POINTS	MAX 100 POINTS	94.67	97.33
		Colliers Engineering	Green, Rubiano & Associates

Score matrix created by Homer Rhodes, Purchasing Agent



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-219	
From: Albert Aldana			
Subject: Discussion and consideration to approve final payment to CB3, LLC in the amount of \$60,713.28 for the North Wastewater Treatment Plant Aeration Basin Rehabilitation Project. (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:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 02-26-25CC_Final Payment to CB3, weslaco invoice 4 RFB2023-24-28, CB3_Waiver of Liens			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: February 26, 2025

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

FROM: Albert J. Aldana, P.E.

RE: **RFB #2023-24-28 NORTH WASTEWATER TREATMENT PLANT
AERATION BASIN MAINTENANCE & REHABILITATION**

This is to advise you and confirm that our contractor CB3, for the above captioned project, has completed all work in accordance with our plans and specifications.

As a result, CB3 submitted a final invoice for payment in the amount of \$60,713.28. See attached invoice #2507. CB3 also submitted waiver of lien affidavits for itself and subcontractors. See attachments.

Staff recommends approval of final payment.

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

Kind regards,

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.

Attachments: Waiver of Liens Affidavit
Invoice #2507



INVOICE

CB3, LLC

INVOICE NO 2507
FEBRUARY 10, 2025

1014 Hill Country Road, Edinburg, TX 78539
Phone: 956-605-9966
Email: CB3Consultant@gmail.com

TO City of Weslaco
255 S Kansas Ave,
Weslaco, TX 78596

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Steven Cruz	City Of Weslaco Aerator Project PO# 25-0068	4TH INVOICE	Due upon receipt of invoice

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
288 total cubic yards	Item 4 of bid loading hauling and transporting of all grit material to an approved aeration basin.	\$210.81	\$60,713.28
	GRAND TOTAL		\$60,713.28
Thank you for your business!			

Waiver of Lien

I, Steven Cruz for CB3 LLC, being duly sworn, depose and state as follows:

1. Project Information:

- Project Name: **Weslaco Aerator Project**
- Project Address: **City of Weslaco**
- Property Owner: **City of Weslaco**
- General Contractor: **CB3**

2. Payment Received:

In consideration of the agreed upon amount **\$60,000.00 as final payment**, the receipt and sufficiency of which is hereby acknowledged, I hereby waive, release, and forever discharge any and all lien rights, claims, or demands against the above-described project and property for all labor, materials, and services provided through February 25, 2025.

3. No Further Claims:

I affirm that all suppliers, subcontractors, and laborers engaged by me for work on this project have been paid in full, and no outstanding claims, liens, or disputes exist related to my work.

4. Binding Effect:

This affidavit and waiver of lien is made voluntarily and shall be binding upon me, my successors, and assigns.

I swear under penalty of perjury that the foregoing statements are true and correct.

Executed this **2/25/2025**

CB3, LLC

By: _____

Title: Owner

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

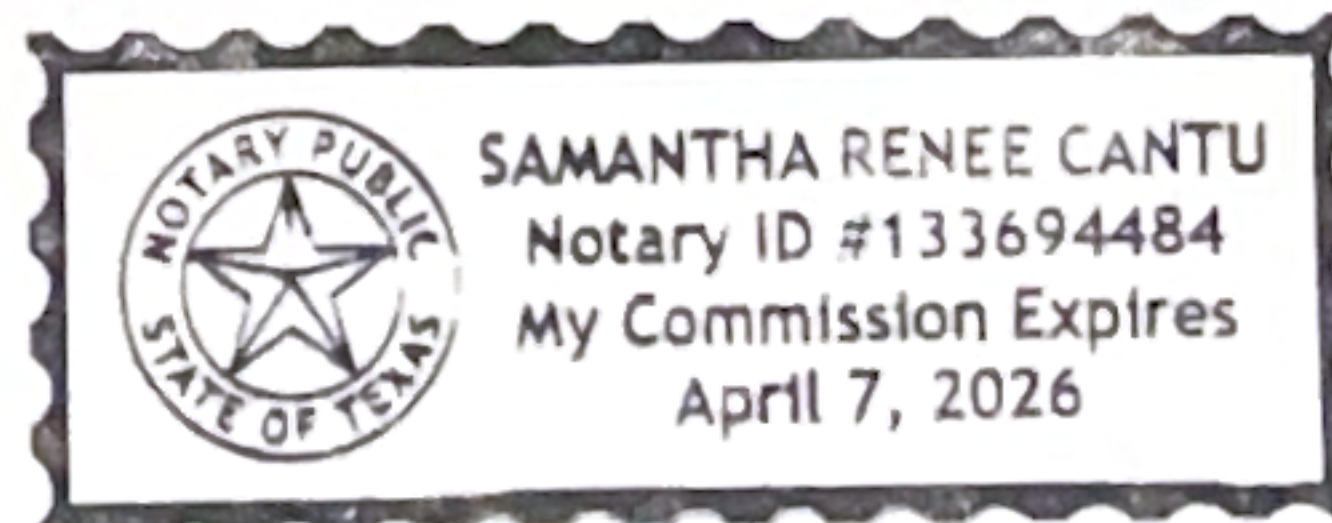
COUNTY OF HIDALGO

On this **February 25, 2025**, before me, a Notary Public in and for said county and state, personally appeared **Steven, Cruz for CB3, LLC** known to me to be the person whose name is signed on this instrument, and acknowledged the execution thereof for the purposes therein contained.

Witness my hand and official seal.

Notary Public: _____

My Commission Expires: 4/7/26



Waiver of Lien

I, Subcontractor, Luis Reyes, being duly sworn, depose and state as follows:

1. Project Information:

- o Project Name: **Weslaco Aerator Project**
- o Project Address: **City of Weslaco**
- o Property Owner: **City of Weslaco**
- o General Contractor: **CB3**
- o Subcontractor: **Luis Reyes**

2. Payment Received:

In consideration of the agreed upon amount, the receipt and sufficiency of which is hereby acknowledged, I hereby waive, release, and forever discharge any and all lien rights, claims, or demands against the above-described project and property for all labor, materials, and services provided through February 25, 2025.

3. No Further Claims:

I affirm that all suppliers, subcontractors, and laborers engaged by me for work on this project have been paid in full, and no outstanding claims, liens, or disputes exist related to my work.

4. Binding Effect:

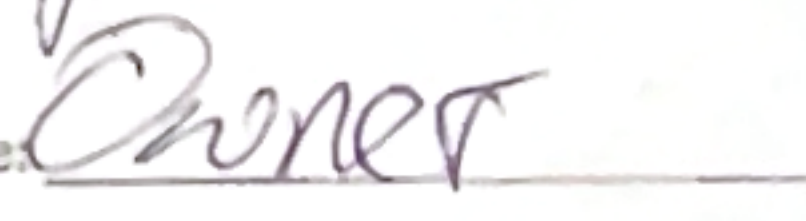
This affidavit and waiver of lien is made voluntarily and shall be binding upon me, my successors, and assigns.

I swear under penalty of perjury that the foregoing statements are true and correct.

Executed this 2/25/2025

Luis Reyes

By: 

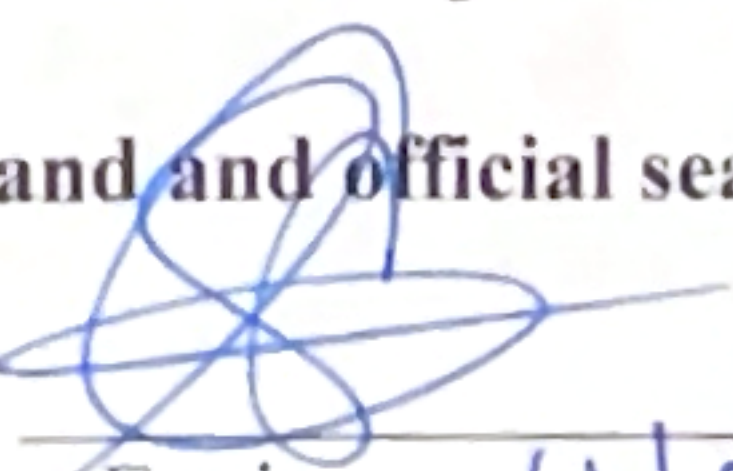
Title: 

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF **HIDALGO**

On this **February 25, 2025**, before me, a Notary Public in and for said county and state, personally appeared LUIS REYES known to me to be the person whose name is signed on this instrument and acknowledged the execution thereof for the purposes therein contained.

Witness my hand and official seal.

Notary Public: 

My Commission Expires: 4/7/26



Waiver of Lien

I, Subcontractor, RGV Fabricators, being duly sworn, depose and state as follows:

1. **Project Information:**

- Project Name: **Weslaco Aerator Project**
- Project Address: **City of Weslaco**
- Property Owner: **City of Weslaco**
- General Contractor: **CB3**
- Subcontractor: **RGV Fabricators**

2. **Payment Received:**

In consideration of the agreed upon amount, the receipt and sufficiency of which is hereby acknowledged, I hereby waive, release, and forever discharge any and all lien rights, claims, or demands against the above-described project and property for all labor, materials, and services provided through February 25, 2025.

3. **No Further Claims:**

I affirm that all suppliers, subcontractors, and laborers engaged by me for work on this project have been paid in full, and no outstanding claims, liens, or disputes exist related to my work.

4. **Binding Effect:**

This affidavit and waiver of lien is made voluntarily and shall be binding upon me, my successors, and assigns.

I swear under penalty of perjury that the foregoing statements are true and correct.

Executed this **2/25/2025**

RGV Fabricators

By: Robert R. Ramirez

Title: President

NOTARY ACKNOWLEDGMENT

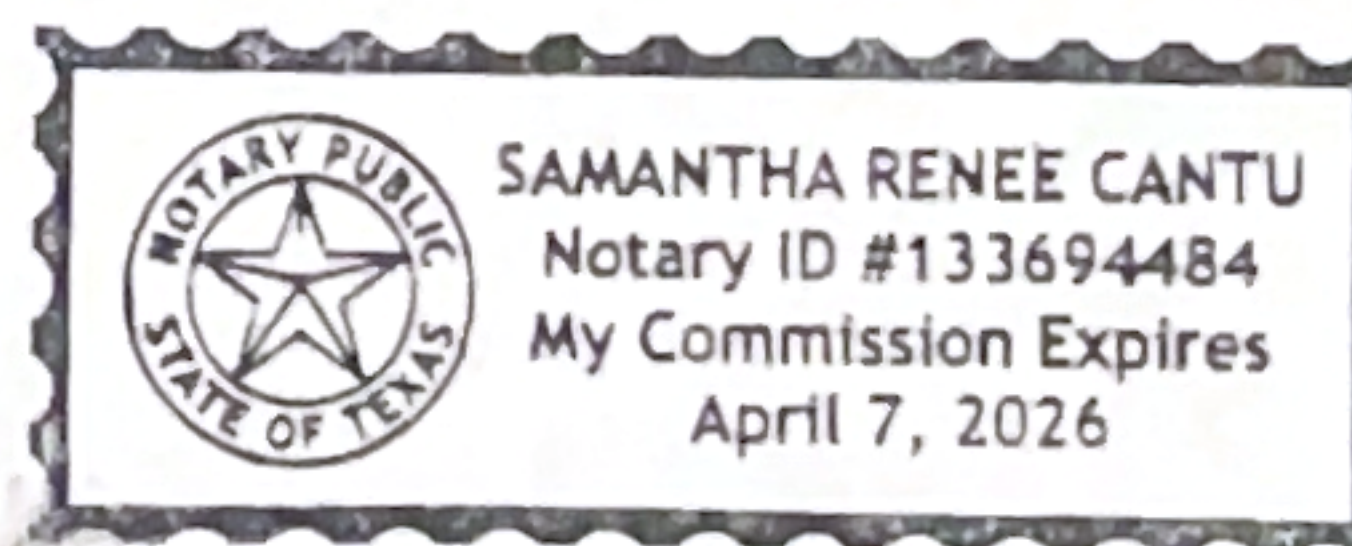
STATE OF TEXAS
COUNTY OF **HIDALGO**

On this **February 25, 2025**, before me, a Notary Public in and for said county and state, personally appeared Robert R. Ramirez, for RGV Fabricators known to me to be the person whose name is signed on this instrument, and acknowledged the execution thereof for the purposes therein contained.

Witness my hand and official seal.

Notary Public: [Signature]

My Commission Expires: 4/7/26





Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-223	
From:			
Subject: Discussion and consideration accepting and adopting the City Of Weslaco Water Conservation and Drought Contingency Plan. (Staffed by Planning and Code Enforcement Department.)			
Background: Updating plan			
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 JOSE PEDRAZA Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: City of Weslaco WCP by SWG Engineering LLC - Draft			
Responsibilities upon Approval:			

City of Weslaco Water Conservation and Drought Contingency Study

March 2025

Prepared for:

City of Weslaco, Texas
255 S. Kansas Ave
Weslaco, Texas 78596



Prepared by:

SWG Engineering LLC.
611 Bill Summers Intl Blvd.
Weslaco, TX 78596



Table of Contents

Section	Page
Executive Summary	5
Chapter 1. Introduction	6
Regulatory Requirements	8
Service Area	8
Water System Description	9
Wastewater System Description	10
Chapter 2. Population Growth and Water Demand	11
Population Growth	12
Water Demand	13
Water Rights	14
Ground Resources	14
Chapter 3. Water Losses / Unbilled Water	15
Water Losses	16
Unaccounted-For Water	17
Meter Calibration and Replacement	18
Additional Meter Information	19
Chapter 4. Water Conservation Sources	20
Operational Losses	21
Public Water	21
Residential Water Use	21
Landscaping Watering	21
Outdoor Water Use	22
Inside Water Use	23
Conservation Potential	24
Chapter 5. Water Conservation Plan	25
Overview	26
Five and Ten-Year Targets	26
Metering Devices	27

Universal Metering	27
Unaccounted-for Water	27
Continuing Public Education and Information	28
Non-Promotional Water Rate Structure	28
Reservoir Systems Operations Plan	32
Enforcement Procedure and Plan Adoption	32
Coordination With Regional Planning Group	32
Program for Leak Detection, Repair, and Water Loss Accounting	32
Record Management System	32
Chapter 6. Drought Contingency Plan	33
Appendix A. TCEQ Utility Profile	45
Appendix B. Potential Conservation Sources	59
Appendix C. Measurement of Selected Conservation Sources	62
Appendix D. Water Conservation Adoption Ordinance	65

LIST OF TABLES

Table	Page
Table 1. Population statistics for the City of Weslaco	12
Table 2. Population Projection for Region M Water Planning Group	12
Table 3. Customer Meter Distribution by Type	18
Table 3A. Customer Meter Distribution by Size	19
Table 4. Outdoor Water Use Approximation, Kgal/yr	22
Table 5. Outdoor Water Use Approximation in MGD	22
Table 6. Water Use in the Home	23
Table 7. Water Conservation Savings Example	24
Table 8. Water Conservation Indicators in the 2019-2023 Period	26
Table 9. 2021 Rio Grande Regional Water Plan Projections (2030-2070)	26
Table 10. Water Conservation Goals	27

LIST OF FIGURES

Figure	Page
Figure 1. Water Demand and Per Capita Consumption Projection Region M Water Planning Group	13
Figure 2. Comparison of Actual and Forecasted Per Capita Water Demand	14
Figure 3. Fate of water in the distribution system	16
Figure 4. Water Production and Water Sold Per Year	17
Figure 4A. Unbilled Water / Water Loss Per Year	17
Figure 5. Distribution of Customers by Type	19
Figure 6. Comparison of Water Production and Wastewater Treatment	22

EXECUTIVE SUMMARY

The Texas Commission on Environmental Quality (TCEQ) mandates that municipalities adopt, monitor, and maintain both a Water Conservation Plan and a Drought Contingency Plan. These requirements aim to promote sustainable water conservation use and assist cities in developing strategies to address water shortages during drought conditions.

This study evaluates recent and current water usage patterns alongside existing current system capacities to form the foundation for the City of Weslaco's conservation and drought management strategies. The following analysis highlights the impacts of conservation measures on system capacities, available water rights, and the associated economic implications of sample conservation initiatives. The findings suggest that a modest conservation plan focusing on meter replacement, calibration, and public education could yield significant benefits by reducing unbilled water and postponing the need for additional water rights or costly treatment expansions.

The City of Weslaco exhibits a notable position regarding two key industry water-use metrics. First, the Unaccounted-For Water (UFW), the proportion of water produced but not sold representing water losses has fluctuated between 19% and 24% over the past five years. This variation is atypical as the water industry standard is approximately 11%. Secondly, the per-capita water usage, measured in gallons per capita per day (GPCD), has risen from 149 GPCD in 2020 to 152 GPCD in 2023 then sharply decreased to 135 GPCD in 2024 as shown in Table 12 of this report. In comparison, the Rio Grande Regional Water Planning Group projected a GPCD of 152 by 2030 following a projected decrease to 149 GPCD by 2070 along with a projected GPCD goal of 143 by 2030 with a projected decrease to 116 GPCD by 2070 as shown in Table 9 of this report. The City of Weslaco's current GPCD meets and exceeds these targets and it will only continue to increase alongside its population in the coming years.

To ensure long-term sustainability, the City of Weslaco must prioritize reducing water consumption to optimize resource use and align with regional standards. This will not only enhance system efficiency but also support applications for additional water rights as demand grows. Since TCEQ evaluates requests for additional water rights based on robustness of water conservation plans, it is imperative for Weslaco to initiate conservation measures promptly.

This study provides a comprehensive assessment of the current water use landscape and outlines strategic framework for future water conservation efforts. It proposes preliminary conservation goals derived from the average data for 2019-2023 with considerations for key factors such as water availability, population growth, and infrastructure conditions. These efforts will be critical in addressing challenges related to water scarcity while accommodating the city's growth trajectory.

CHAPTER 1: INTRODUCTION

DRAFT

Overview

The City of Weslaco retained SWG Engineering LLC to prepare a Water Conservation and Drought Response Plan that complies with Title 30, Chapter 288 of the Texas Administrative Code (30 TAC § 288). This plan serves as a continuation of the previously adopted 2009 study. The Texas Commission for Environmental Quality (TCEQ) mandates that water conservation plans be updated every five years.

This study is required to meet TCEQ regulations that obligate all municipal water right holders with an annual usage of 1,000 acre-feet or more, as well as cities applying for new water rights or amendments to existing rights to submit a water conservation and drought response plan.

The study includes:

- A review of the City of Weslaco's current and projected water demand, supply and production capacity
- An analysis of water conservation opportunities and reduction goals including initial five- and ten-year conservation targets
- Preparations for the water conservation and drought contingency plan adoption

The study will establish a baseline for current water demand, both metered or unmetered, and develop strategies to reduce it. Reducing demand will ultimately create a more resilient water supply capable of meeting the city's growth while minimizing the need for additional water rights purchases.

As Weslaco advances in water conservation and reuse initiatives the Water Conservation Plan will serve as a planning tool to guide conservation activities and establish monitoring programs. The Drought Contingency and Emergency Response Plan will provide the city with clear guidelines and structures to address specific natural or man-made events that may disrupt normal water service delivery.

This study begins with a discussion of regulatory requirements applicable to the City of Weslaco, followed by an assessment of projected population growth and its impact on water demand as outlined in the current State Water Plan (through the Texas Water Development Board TWDB Region "M" Water Planning Group). It also includes an analysis of water losses to support the implementation of programs aimed at achieving the plan's five- and ten- year conservation goals.

Throughout the study per capita consumption is referenced as a key metric for quantifying water usage trends and assessing progress. Per capita consumption is calculated by dividing the total water produced by the total population, irrespective of use purposes.

Regulatory Requirements

The TCEQ has been refining water conservation methods for decades. Key milestones include the enactment of the Environmental Performance Standards for Plumbing Fixtures on January 1, 1992 which mandated efficiency standards for plumbing fixtures sold in Texas. This program aimed to reduce per-capita municipal water consumption by 12% by 2020.

The water conservation rules under 30 TAC § 288 were adopted in October 2004 and amended in January 2008. These rules establish minimum content requirements for municipal water conservation plans, including the City of Weslaco.

When applying for new or amended water rights, TCEQ reviews a municipality's Water Conservation Plan to determine if feasible alternatives exist, whether the proposed appropriation is reasonable and necessary, and if it promotes water conservation and prevents waste. The results of this review determine approval or denial of the request.

The City of Weslaco must submit its updated Water Conservation Plan no later than **March 1, 2025** and every five years thereafter to align with the regional water planning process. Chapter 288 also requires the inclusion of quantified five- and ten-year water savings targets in all plans.

Additionally, Implementation Reports must be submitted to the TCEQ by **March 1, 2025** with annual progress reports starting **March 1st, 2026**.

The Texas Water Development Board (TWDB) requires municipalities to have an approved Water Conservation Plan on file to access the State Revolving Fund. These investments must align with the State Water Plan. The City of Weslaco, part of the TWDB Region M water planning group, is required to submit its conservation plan as part of regional supply projections.

Service Area

The City of Weslaco is in South Texas, east of McAllen and west of Brownsville within the Rio Grande Valley. The City of Weslaco holds Certificate of Convenience and Necessity (CCN) No. 10568, covering a 12.9 square mile service area.

The City of Weslaco provides water to residential, commercial, and industrial customers within its municipal boundaries and Extra-Territorial Jurisdiction (ETJ). The service area includes subdivisions and colonias in the ETJ. In addition, Weslaco supplies water to Military Highway Water Supply Corporation and North Alamo Water Supply Corporations based on commercial rates.

Water System Description

The City of Weslaco operates four water treatment plants. Three plants were originally constructed in the 1940s and 1970s with a new facility Plant 5 added in 2017. The plants treat Rio Grande River surface water using conventional surface water treatment processes and have a combined treatment capacity of 18.2 MGD. Ground storage tanks and clear wells for the city provide an additional 3.13 million gallons of storage. Over the past three years, Plant 5 has averaged a daily flow of 6.4 MGD and the high summer demand no longer approaches the system's rated capacity.

Plant Capacity

- Plant 1: Decommissioned
- Plant 2: 2.8 MGD
- Plant 3: 3.7 MGD
- Plant 4: 3.7 MGD
- Plant 5: 8.0 MGD
- Total: 18.2 MGD

Storage Capacity:

Ground Storage Tank 1: 2,000,000 Gallons

Clearwell 1: 130,000 Gallons

Clearwell 2: 1,000,000 Gallons

Elevated Towers:

- Elevated Tower 1 located at Intersection of S Milano Rd & US Bus 83: 500,000 Gallons
- Elevated Tower 2 located at Intersection of S Bridge Ave & E 8th St: 500,000 Gallons
- Elevated Tower 3 located at S Westgate Dr & W 18th St adjacent to Harlon Block: 1,000,000 Gallons
- Elevated Tower 4 located at Intersection of S Kansas Ave & E 2nd St: 300,000 Gallons

Reservoir:

- Reservoir located at the Weslaco WTP beside Texas Blvd: 33,000,000 Gallons

A utility profile reflecting TCEQ requirements is included in Appendix A.

Wastewater System Description

The wastewater system includes 51 lift stations and two wastewater treatment plants. The collection system uses vitrified clay pipe (VCP) and polyvinyl chloride (PVC) pipe ranging from 6 to 21 inches in diameter with a new 30-inch interceptor under construction.

Wastewater Treatment Plant Capacities:

- North WWTP: 4.9 MGD (operating at 48% capacity)
- South WWTP: 2.5 MGD (operating at 68% capacity)

Both plants treat wastewater to a secondary level before discharging effluent into unnamed tributaries. The North plant discharges into the Arroyo Colorado ultimately reaching the Laguna Madre. The South plant discharges through the Rio Grande Valley floodway to the Laguna Madre. The treatment plants are owned by the City of Weslaco and operated by Inframark.

DRAFT

CHAPTER 2: POPULATION GROWTH & WATER

DEMAND

DRAFT

Population Growth

The population of Weslaco has been growing at an annual rate of 1.88% estimating a total of 43,864 people in 2024 according to the World Population Review for Weslaco, Texas.

Table 1 provides population data obtained from the U.S. Census Bureau for the years 2019 through 2023.

For further details, the source of this information can be accessed at: U.S. Census Bureau Population Data: <https://www.census.gov/data/tables/time-series/demo/popest/2020s-total-cities-and-towns.html>

Table 1. Population Statistics for the City of Weslaco

Year	Population
2019	41,620
2020	40,169
2021	40,994
2022	42,229
2023	43,053

The Texas Water Development Board (TWDB) State Water Plan mandates that population projections be based on U.S. Census data adjusted as necessary by local factors and approved by the Board. The city of Weslaco, as part of the Rio Grande Regional Water Planning Group (Region M) follows these projections as shown in Table 2.

For detailed projections, refer to: 2022 Texas State Water Plan – Region M population Projections: <https://2022.texasstatewaterplan.org/entity/2590>

Table 2. Population Projections for Region M Water Planning Group

Year	Population
2020	44,194
2030	57,073
2040	68,676
2050	80,515
2060	92,319
2070	103,339

It is common for discrepancies to arise between census-based data and city experiences. Official census figures which are mandated for water planning, often understand population compared to historical growth observed by municipalities. This difference is reflected in Tables 1 and 2 with Table 2 representing official Texas State Water Plan data from 2022.

Water Demand

The Rio Grande Regional Water Planning Group (Region M) has identified water conservation as a critical strategy to diversify water supply options for cities along the Rio Grande River. Water demand targets were developed based on census data and historical patterns including projections of per-capita water consumption for the next 50 years. Figure 1 summarizes Weslaco's water demand and per-capita consumption projections.

Figure 1. Water Demand Versus Per Capita Consumption Projections for Weslaco
(Based on Region M Water Planning Group Data)

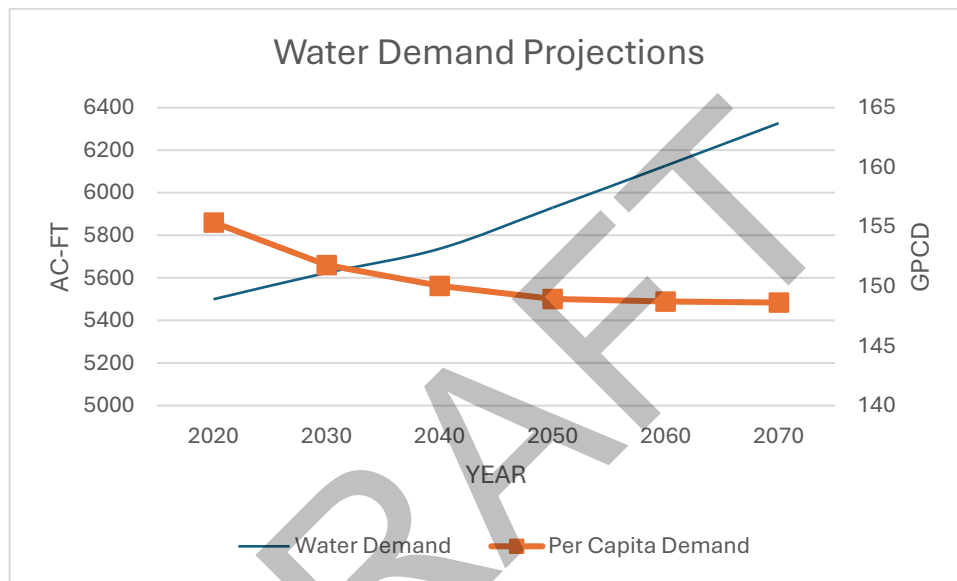
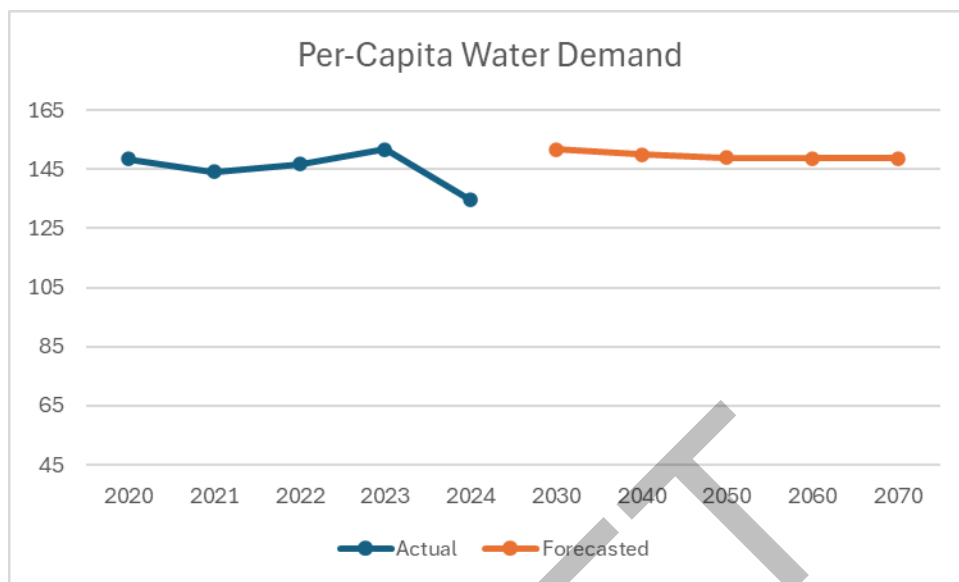


Figure 1 projected GPCD data can be found in Table 9 of this report labeled as 2021 Rio Grande Regional Water Plan Projections (2030-2070). Projected AC-FT can be found on TWDB's 2026 Regional Water Plan Board-Adopted Population and Municipal Demand Projections Website; link is shown below.

https://www3.twdb.texas.gov/apps/reports/Projections/2027_Reports/RWP27_demand_MunWUG_Search

Figure 2 illustrates the City's actual performance from 2019-2023 compared to forecasted targets from 2020 to 2070.

Figure 2. Comparison of Actual and Forecasted Per Capita Water Demand



Additional reductions in per capita and institutional water use, as driven by the implementation of Weslaco's Water Conservation Plan, are expected to result in even lower consumption metrics.

Water Rights

The Valley Water Suit Judgment, which became final in 1971, affirmed a municipal water right allocation of 5,240 acre-feet per year to the City of Weslaco from District No. 9 as further evidenced by Certificate of Adjudication No, 23-812, issued by the Texas Water Commission (TWC) to District No. 9. An additional 1,954.43 acre-feet per year has subsequently been allocated to the City by contract with District No. 9. Thus, the City of Weslaco currently has a total water allocation of 7,194.43 acre-feet per year (approximately 6.423 MGD) from District No.9. Additionally, the City of Weslaco owns 736.25 acre-feet of independent water rights under TCEQ's account number 0824-000 and 128.79 acre-feet under TCEQ's Subchapter "O" account number 10812-016. The city of Weslaco currently has a total water allocation of 8,059.04 acre-feet per year (approximately 7.19 MGD). Extra water may be allocated to the City of Weslaco as the City annexes irrigable agriculture land within District No.9, the City of Weslaco automatically acquires 1.25 acre-feet per year per acre of annexed land; however, the City also acquired a pro rate share of District No. 9 indebtedness associated with the annexed land.

Groundwater Resources

The City of Weslaco owns one well with a capacity of 1.44 MGD, which previously drew water from a local aquifer. Currently, the well is out of service, and its restoration is recommended as part of the City's strategy to diversify water sources and increase resilience.

CHAPTER 3: WATER LOSSES / UNBILLED WATER

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Water Losses

Water systems lose water through various means:

1. Physical Losses: Pipe or service leaks, system overflows, or theft.
2. Virtual Losses: Metering inaccuracies or unmetered services.

These factors contribute to the difference between the water produced at the plant and the amount billed. When expressed as a percentage of production, this difference is referred to as "unbilled" or "unaccounted-for" water.

Figure 3 illustrates the distribution of water produced, categorized into "authorized consumption" and "water losses." Subcategories outline the likely destinations of water after it leaves the production facility. The white blocks represent categories of unbilled water. These categories, detailed in Appendix C, aid in defining the City of Weslaco's water conservation goals

Figure 3. Fate of water in the distribution system

Production	Authorized Consumption	Billed Authorized Consumption	Billed Metered Consumption	Revenue Water
			Billed Unmetered Consumption	
	Water Losses	Unbilled Authorized Consumption	Unbilled Metered Consumption	Non Revenue Water
			Unbilled Unmetered Consumption	
		Apparent Losses	Unauthorized Consumption	
			Metering Inaccuracies	
		Real Losses	Leakage From Mains	
			Leakage in Service Connections	
			Storage Tank Overflows	

Unaccounted-For Water

Unaccounted-for water refers to the total amount of water produced but not metered. This term overlaps with "unbilled water," which describes water that incurs production and distribution costs but generates no revenue due to the lack of billing. This adversely affects the financial health of the water system. It is essential for Weslaco to analyze how this water is used and develop strategies to minimize it.

Figure 4 depicts water production and water sold over the past five years. Figure 4A represents unbilled water losses per year. The green line represents unbilled water as a percentage of production. Weslaco's unbilled water is averaged relatively high (18.9 -24%) compared to McAllen having an unbilled 12.5 % three-year average and Edinburg having an unbilled 10% five-year average.

Figure 4. Water Production and Water Sold Per Year

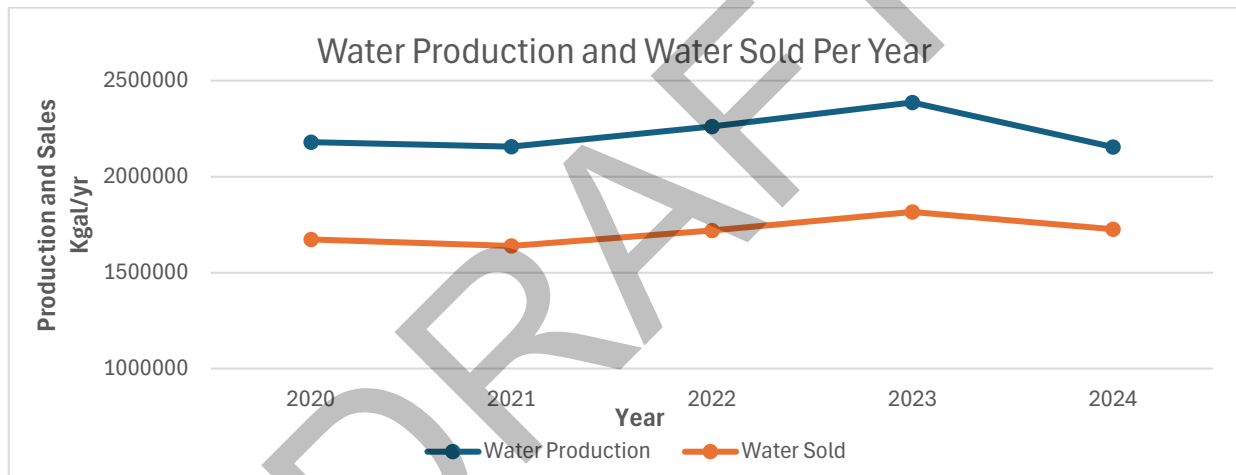
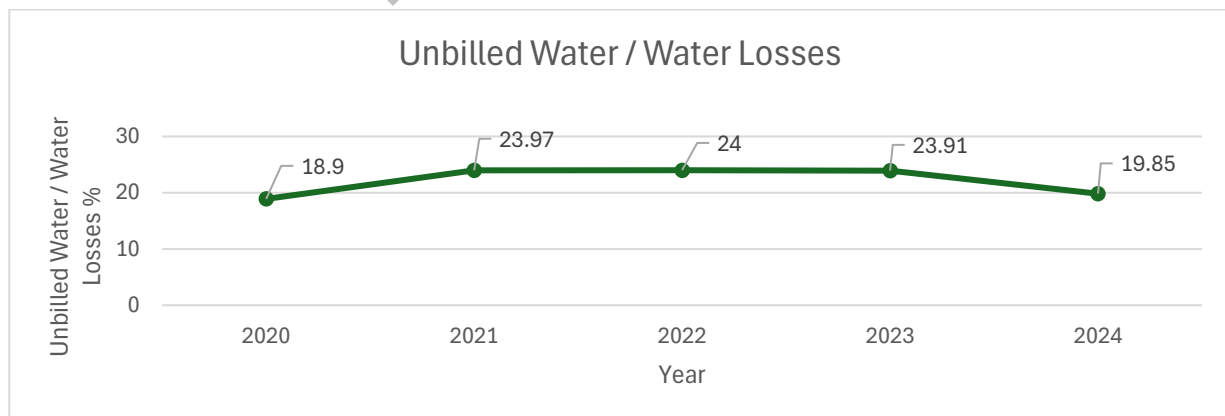


Figure 4A. Unbilled Water /Water Losses Per Year



Meter Calibration and Replacement

A significant source of unbilled water is metering inaccuracies. According to the Texas Commission on Environmental Quality (TCEQ), municipal water systems are required to use meters with a guaranteed accuracy of at least 95% (30 TAC, Chapter 290, Subchapter F). As meters age, their mechanical components wear out, leading to under-registration of water usage. Meters can become inaccurate by as much as 10%, making periodic calibration essential. For cost efficiency:

- Small Meters (5/8"-3/4"): Replace every 10 years or after registering one million gallons.
- Other Small Meters (1"-2"): Calibrate twice annually and replace every 5 years or as cost considerations dictate.
- Large Meters: Calibrate annually and replace as needed.

Meter accuracy is vital to the financial stability of the water system, as revenue is tied directly to metered water consumption.

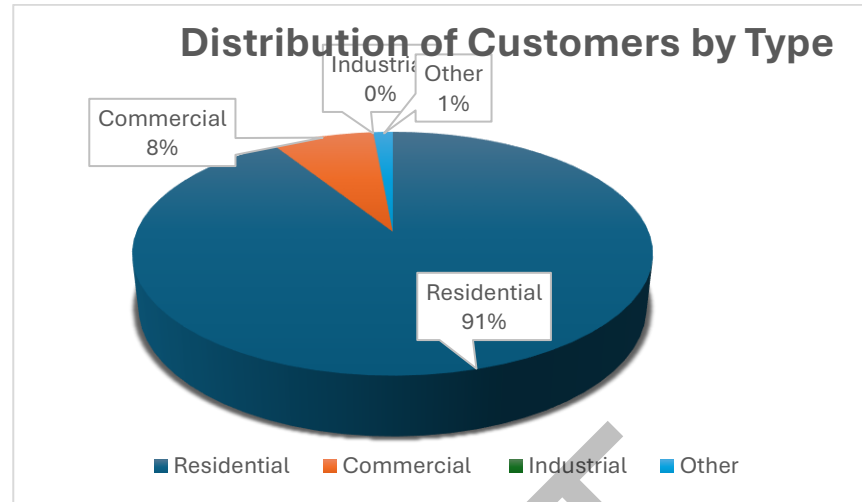
Meter Distribution and Customer Profile

As of 2024, the City of Weslaco has approximately 13,099 active meters, with 82.45% serving residential customers.

Table 3. Customer Meter Distribution by Type

2024 Active Connections				
User Group	Metered	Unmetered	Total	Percentage
Residential	12,382	-	12,382	91
Commercial	1,026	-	1,026	8
Industrial	0	-	-	0
Other	196	-	196	1
Total	13,604	-	13,604	100

Figure 5. Distribution of Customers by Type



Additional Meter Information

Water meters were updated and modernized in 2018; Weslaco replaced outdated analog water meters with Automatic Meter Reading (AMR) to improve accuracy and recover any lost revenue. Meter information is requested on a per customer basis and the City of Weslaco is responsible for providing all water meter details as needed. Meters not maintaining an accuracy of 98.5% to 101.5% at the low flow rate designed by “AWWA Standards Manual M-6” on a meter size or size basis, will be replaced as time permits to accurately account for water sales and decrease unaccounted-for water losses.

Table 3A. Customer Meter Distribution by Size

Meter Connections	
Meter Size	# of Customers
5/8"	12,382
1"	591
1.5"	0
2"	435
3"	29
4"	28
5"	127
6"	5
8"	7
Total	13,604

CHAPTER 4: WATER CONSERVATION SOURCE

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Implementing a water conservation program requires identifying and quantifying the most significant potential savings sources. These generally fall into the following categories: operational losses, public water use, meter inaccuracies, and residential use.

Tables summarizing potential water conservation sources, their system impacts, typical control methods, and measures to reduce impacts are provided in Appendices B and C. Selected topics are discussed in detail below.

Operational Losses

An essential aspect of operating a water system involves repairing and replacing aging or deteriorated waterlines, which are prone to leaks caused by corrosion, age, or system shocks. Pressurized systems inherently risk water loss, which must be actively mitigated.

- **Main Breaks and Deterioration:** Pipes and waterlines may fail due to temperature fluctuations, equipment malfunctions, or structural fatigue.
- **System Flushing:** Operators regularly flush the system to maintain water quality by removing sediment, rust, and debris. Although necessary, improper flushing procedures (e.g., rapid opening or closing of fire hydrants) can introduce additional stress, causing leaks or pressure surges.

Public Water

Public water use includes irrigation for parks and medians, firefighting, and street sweeping. Among these, firefighting is the only uncontrollable use.

- **Park and Median Irrigation:** Watering is typically performed manually or with automated sprinklers focused on athletic fields. Future measures, such as moisture meters or smart irrigation systems, could ensure proper watering levels while reducing water waste.
- **Street Sweeping:** Water usage for street sweeping is generally minimal but should still be managed carefully to avoid public scrutiny. Estimations can be made by tracking sweeper tank refills.

Residential Water Use

Residential water use offers significant conservation potential, including through irrigation controls and repairing leaks. Savings depend largely on homeowner willingness and community education.

Landscape Watering

Outdoor water usage can be approximated by subtracting wastewater effluent volumes (indicative of indoor water use) from total water production. Figures 6 and Tables 4 and 5 illustrate outdoor water usage trends for 2021–2023.

Outdoor Water Use

The information projected onto the tables and figures below represent the Outdoor Water Use for the City of Weslaco from the years 2021 - 2023. The Outdoor Water Use is calculated by subtracting the Effluent Water (Wastewater Production) from the Total Water Production (Treated Potable Water). Table 4 represents Outdoor Water Use in Kgal/yr and Table 5 represents Outdoor Water Use in MGD.

Figure 6. Comparison of Water Production and Wastewater Treatment

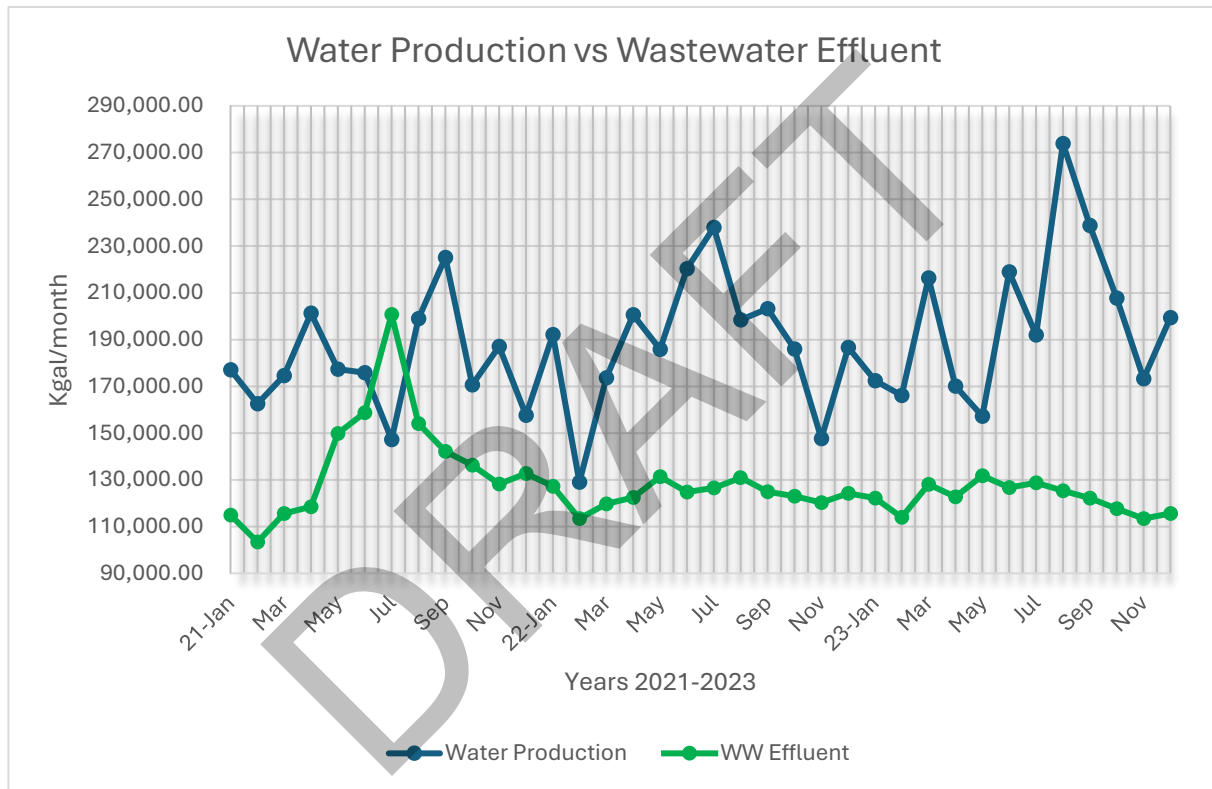


Table 4. Outdoor Water Use Approximation, (Kgal/yr)

Outdoor Water Use Approximation, (Kgal/yr)				
Year	Water Production (Kgal)	Water Effluent (Kgal)	Outdoor Use (Kgal)	% Water Production
2021	2,155,612	1,655,295	500,317	23%
2022	2,261,566	1,488,822	772,744	34%
2023	2,386,314	1,468,371	917,943	38%

Table 5. Outdoor Water Use Approximation in (MGD)

Outdoor Water Use Approximation, (MGD)				
Year	Water Production (Kgal)	Water Effluent (Kgal)	Outdoor Use (Kgal)	% Water Production
2021	5.902	4.532	1.369	23%
2022	6.192	4.076	2.116	34%
2023	6.533	4.020	2.513	38%

Recommendations:

- Encourage xeriscaping and dry-tolerant plants to replace water-intensive landscaping.
- Establish partnerships with nurseries and landscapers to promote drought-resistant plant options.
- Consider ordinances to phase out high-water-use grasses, particularly for new developments.

Inside Water Use

Indoor water conservation also holds substantial potential. According to the American Water Works Association (AWWA), the typical household water breakdown is as follows:

Table 6. Indoor Water Use in the Home

Use of Water in the Home		
Use	% of Total Use	Gal/month*
Toilet	28%	2,800
Laundry	22%	2,200
Showers	21%	2,100
Faucets	12%	1,200
Bath	9%	900
Toilet Leak	5%	500
Dishwashing	3%	300

Notes:

*Assumes 10,000 gal/month consumption

Conservation Potential

Water conservation programs can target behavioral changes to achieve measurable results. Below are examples of potential savings:

- Landscape Watering: A 10% reduction in landscape irrigation could save approximately 251,300 gallons/day (3.80% of 2023 production).
- Showers: Reducing shower time from 10 to 8 minutes could save 186,214 gallons/day (2.85% of 2023 production).
- Leaking Toilets: Repairing 50% of leaks could save 110,842 gallons/day (1.70% of 2023 production).

Table 7. Water Conservation Savings Example

Category	Daily Volume Saved (GPD)	% of Average Daily Production
Lawn Irrigation	251,300	3.80%
Showers	186,214	2.85%
Toilet Leaks	110,842	1.70%
Total Savings	548,356	8.05%

Key Recommendations

1. Implement public education campaigns emphasizing the importance of behavioral changes in water use.
2. Promote water-efficient fixtures and appliances for residential use.
3. Partner with local stakeholders to advance xeriscaping and drought-resistant landscaping practices.
4. Adopt ordinances to support long-term conservation efforts, such as restrictions on water-intensive landscaping for new developments

CHAPTER 5: WATER CONSERVATION PLAN

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Overview

The preceding sections have established concepts to derive tangible and quantified water conservation targets. The City of Weslaco understands that achieving these targets requires actionable programs with measurable results, rather than merely setting goals.

As demonstrated in Table 7, approximately 548,356 gallons per day can be saved through behavioral and system changes. The timeline to achieve these savings will depend on the intensity, duration, and efficacy of public education and implementation programs. The City of Weslaco proposes the following initial conservation goals:

5 & 10-Year Targets

The City of Weslaco's water use patterns suggest further conservation gains will require substantial effort. The City of Weslaco's per-capita water uses and unbilled water percentages are relatively high and inconsistent compared to the Rio Grande regional Water Plan projections. It is important for the City of Weslaco to stabilize the Water Conservation Indicators shown below before achieving sustained reductions.

Table 8. Water Conservation Indicators (2020-2024)

Water Conservation Indicators					
Parameter	2020	2021	2022	2023	2024
Unbilled Water, (%)	19	24	24	24	20
Per Capita Use, (GPCD)	149	145	147	152	135

Table 9. 2021 Rio Grande Regional Water Plan Projections (2030-2070)

2021 Rio Grande Regional Water Plan					
Parameter	2030	2040	2050	2060	2070
Projected GPCD	152	150	149	149	149
Projected GPCD Goals	143	134	128	121	116

The water conservation goals are expressed in Table 10, including targets for production and billing. These projections account for population growth, gallons per capita per day (GPCD), and unbilled water reduction goals. Calculations are as follows:

- Water Production (Kgal/year):
 $((\text{Per Capita Use} \times \text{Population for that year} \times 365 \text{ Days})/1000))$
- Water Sold (Kgal/year):
 $(\text{Water Production} - (\text{Water Production} \times (\text{Unbilled Water \%} / 100)))$

Table 10. Water Conservation Goals

Water Conservation Goals			
Parameter	Average 2020-2024	5-yr	10-yr
Water Production, Kgal/yr	2,203,913	2,978,925	3,189,963
Water Sold, Kgal/yr	1,726,679	2,383,140	2,615,770
Unbilled Water, %	22	20	18
Per Capita Use, gpcd	146	143	139
Population 2024,2030,2035	43,864	57,073	62,875

Metering Devices

The City of Weslaco requires all water users to have a meter. Meters are replaced either on a case-by-case basis or after the recommended interval of 15–20 years. The City of Weslaco began replacing old analog water meters with Automatic Meter Reading (AMR) readers in 2018, marking six years of improved usage tracking and revenue collection by 2024.

Universal Metering

All water used in Weslaco is metered. Weslaco uses computers to maintain billing accounts, to keep accurate records of water consumption, and to identify high and low water user accounts. Weslaco will test all meters that appear to show unusually high or low water usage based on fluctuating meter reading data. Meter readers test meters based on an as needed basis, or when customers complain, or a problem arises. Meter testing is done by manufacturer.

Unaccounted-For Water Use

Efforts to reduce unaccounted-for water will focus on periodic leak detection and system audits. Recent digital meter installations should provide more accurate usage data and lower unbilled water percentages. While unbilled water dropped to 12% in 2021, an anomaly caused it to spike to 30% in 2022. Despite this, the average remains within a manageable range of 15–17%.

Continuing Public Education & Information

The City of Weslaco recognizes that significant water conservation relies on individual behavior. A permanent public education campaign will be developed to foster a culture of prudent water use at home. Plans will be finalized in the next year, aligning strategies with an adequate budget.

Non-Promotional Water Rate Structure

The City of Weslaco has established rate schedules for various customer categories. Rates are periodically reviewed and updated. Below is a summary of key rate schedules that can also be found within the latest City of Weslaco Ordinance No. 2022-20:

Schedule A. Residential Inside City Limits

(1) Minimum monthly bill, (not including water) \$14.48

Minimum monthly bill, (includes 2,000 gallons of water) if applied for by a Resident over 65 years of age, Disabled, or a Veteran \$9.44

(2) Charge per each 1,000 gallons or portion thereof.....\$1.77

Schedule B. Commercial Inside City Limits

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

5/8 inch or ¾ inch meter.....\$18.07

1 inch meter..... \$21.01

1 ½ inch meter..... \$27.14

2-inch meter..... \$36.24

3-inch meter..... \$59.11

4-inch meter..... \$88.94

6-inch meter..... \$156.42

8-inch meter..... \$203.04

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

0 to 15,000 gallons..... \$2.72

15,000 to 15,001 gallons..... \$8.66

15,001 to 35,000 gallons.....\$3.03

35,000 to 35,001gallons..... \$9.03

Over 35,001 gallons..... \$3.03

(3) Lawn and landscape irrigation. All accounts shall be exempt from sanitary sewer charges on water metered solely for lawn and landscape irrigation.

(4) Industrial users. All industrial uses, such as canning plants, packing sheds, laundries, bottling works, milk plants and other industrial users, shall be charged a rate computed under Ordinance No. 76-16, as amended.

Schedule C. Multi Family Inside City Limits

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

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

Multifamily residential and mobile homes inside city limits. The charge for the use of the city wastewater treatment facility for duplexes or multifamily apartments or housing where the buildings are generally used solely for permanent or continuous living quarters and mobile home and/or recreational vehicle park owners on master meters shall be as follows

(2) Minimum monthly bill.....	\$11.81
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$2.28
15,000 to 15,001 gallons (An Addition to the base fee when this level is reached.).	\$10.61
15,001 to 35,000 gallons.....	\$2.54
35,000 to 35,001gallons (An addition to the base fee when this level is reached)	\$10.27
Over 35,001 gallons.....	\$2.54

Schedule D. Institutional, etc., Users Inside City Limits. All customers not classified as aforementioned including institutional, religious, and not-for-profit entities, shall be charged for the use of the wastewater treatment facility as follows:

(1) Minimum monthly bill.....	\$11.81
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$2.28
15,000 to 15,001 gallons (An Addition to the base fee when this level is reached.).	\$10.61
15,001 to 35,000 gallons.....	\$2.54
35,000 to 35,001gallons (An addition to the base fee when this level is reached)	\$10.27
Over 35,001 gallons.....	\$2.54

Schedule E. Commercial Laundries Inside City Limits. Commercial laundry inside city limits. Commercial customers whose principal business is the operation of commercial laundry shall be charged for use of the city wastewater treatment facility as follows:

(1) Minimum monthly bill.....	\$14.98
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$2.72
15,000 to 15,001 gallons (An Addition to the base fee when this level is reached.)	\$8.66
15,001 to 35,000 gallons.....	\$3.03
35,000 to 35,001gallons (An addition to the base fee when this level is reached)	\$9.03
Over 35,001 gallons.....	\$3.03

Schedule F. Commercial Outside City Limits

(1) Minimum monthly bill (not including water):	
5/8 inch or ¾ inch meter.....	\$27.11
1 inch meter.....	\$31.52
1 ½ inch meter.....	\$40.72
2-inch meter.....	\$54.36
3-inch meter.....	\$88.67
4-inch meter.....	\$133.41
6-inch meter.....	\$234.63
8-inch meter.....	\$304.56

(2) Minimum monthly bill (not including water).....	\$22.47
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$4.08
15,000 to 15,001 gallons (An addition to the base fee when this level is reached).....	\$12.99
15,002 to 35,000 gallons.....	\$4.55
35,000 to 35,001gallons (An addition to the base fee when this level is reached).....	\$13.55
Over 35,001 gallons.....	\$4.55

Schedule G. Multi Family Outside City Limits

(1) Minimum monthly bill (not including water):	
5/8 inch or ¾ inch meter.....	\$27.11
1 inch meter.....	\$31.52
1 ½ inch meter.....	\$40.71
2-inch meter.....	\$54.36
3-inch meter.....	\$88.67
4-inch meter.....	\$133.41

6-inch meter.....	\$234.63
8-inch meter.....	\$304.56

(2) Minimum monthly bill (not including water).....	\$17.72
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$3.42
15,000 to 15,001 gallons (An addition to the base fee when this level is reached).....	\$15.92
15,002 to 35,000 gallons.....	\$3.81
35,000 to 35,001gallons (An addition to the base fee when this level is reached).....	\$15.41
Over 35,001 gallons.....	\$3.81

Schedule H. Institutional Outside City Limits

(1) Minimum monthly bill (not including water).....	\$17.72
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$3.42
15,000 to 15,001 gallons (An addition to the base fee when this level is reached).....	\$15.92
15,002 to 35,000 gallons.....	\$3.81
35,000 to 35,001gallons (An addition to the base fee when this level is reached).....	\$15.41
Over 35,001 gallons.....	\$3.81

Schedule I. Commercial Laundries Outside City Limits.

(1) Minimum monthly bill (not including water).....	\$19.47
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons.....	\$3.92
15,000 to 15,001 gallons (An addition to the base fee when this level is reached).....	\$18.18
15,002 to 35,000 gallons.....	\$4.37
35,000 to 35,001gallons (An addition to the base fee when this level is reached).....	\$17.61
Over 35,001 gallons.....	\$4.37

There shall be no additional charge per month in addition to the other charges listed in this section, for accounts with a fire protection sprinkler system.

Sewer Service Provided to Customers Residing Outside of the City Limits

Minimum charge outside city limits: The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be \$23.18 per month.

Schedule J. Additional charges for single-family residential users outside city limits.

In addition to the minimum charge listed above, a charge of \$2.66 will be made for each 1,000 gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.

Reservoir Systems Operations Plan

The City of Weslaco operates only ground and elevated storage systems. Weslaco also owns a reservoir located north of the E Interstate Hwy 2 at the intersection of Texas Blvd and W Sugarcane Dr. It contains an area of 14 acres feeding Weslaco's Water Plant.

Enforcement Procedure & Plan Adoption

An ordinance adopting this conservation plan is included in Appendix D. Authority for implementation and enforcement resides with the City Manager and/or their designees.

Coordination with the Regional Water Planning Group(s)

The City of Weslaco's service area is within the Rio Grande Regional Water Planning Group (Region M). A copy of this conservation plan has been provided to Region M for inclusion in the latest State Water Plan.

Program for Leak Detection, Repair, and Water Loss Accounting

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

Record Management System

The City of Weslaco maintains detailed records of water usage, sales, and losses. Weslaco uses computers to maintain billing accounts, to keep accurate records of water consumption, and to identify high and low water user accounts. Records for raw water, water pumped into the distribution system and water sales are also available. The billing system categorizes the users in residential, commercial, and wholesale. Other classifications can be added as needed.

CHAPTER 6: DROUGHT CONTINGENCY AND WATER EMERGENCY PLAN

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Overview

To conserve the available water supply and protect the integrity of water supply facilities—particularly for domestic use, sanitation, and fire protection—this plan incorporates regulations and restrictions on water delivery and consumption. These measures aim to safeguard public health, welfare, and safety while minimizing the adverse impacts of drought, emergencies, or water shortages. The City of Weslaco will adopt and enforce this plan via ordinance.

Non-essential water uses regulated or prohibited under this plan are considered wasteful during water shortages, and violators will be subject to penalties outlined in this chapter.

3.0 Public Involvement

Public meetings were conducted to gather input for the development and adoption of this plan. Notices for these meetings were posted in compliance with City policies.

3.2 Public Education

The City will periodically inform the public about this plan, including the conditions under which each stage is activated or terminated and the corresponding drought response measures. This information will be disseminated through:

- Local newspaper publications
- Utility bill inserts or mail-outs

3.3 Coordination with Regional Water Planning Groups

The City of Weslaco is in Region M of the Rio Grande Regional Water Planning Group. A copy of this plan has been provided to Region M for review and inclusion in the regional water plan.

3.4 Implementation and Enforcement

The City Manager or designee is authorized to implement this plan when necessary to protect public health and safety. Immediate actions, including activation of plan stages, may be taken in response to emergencies such as canal breakdowns, pump failures, or pipeline ruptures.

3.5 Application

This plan applies to all persons, customers, and properties utilizing water provided by the City of Weslaco. The terms “persons” and “customers” include individuals, corporations, partnerships, associations, and all other legal entities.

3.6 Definitions

For this plan, the following definitions shall apply:

Aesthetic water use: Water is used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: Water use is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Customer: Any person, company or organization using water supplied by the City of Weslaco

Domestic water use: Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Odd numbered address: Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Industrial water use: The use of water in processes designed to convert material of lower value into forms having greater usability and value.

Landscape irrigation use: Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, athletic fields, and rights-of-way and medians.

Major Water Users: These are the top ten water users based on annual volume consumption.

Non-essential water use: Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including:

- Landscape irrigation use, as defined above, except otherwise provided under this Plan.
- Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle.

- Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
- Use of water to wash down buildings or structures for purposes other than immediate fire protection.
- Flushing gutters or permitting water to run into any gutter or street.
- Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi type pools.
- Aesthetic water use, as defined above, except where necessary to support aquatic life.
- Use of water from hydrants for construction purposes or any other purposes other than firefighting.

3.7 Criteria for Initiation and Termination of Plan Stages

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

The triggering criteria described in Hidalgo County Water Conservation Plan Table 1 labeled “*Demand, Supply, and Emergency Triggers*” are based on water supply considerations and extraordinary circumstances faced by the water system. For the water supply, the source of information is the levels of U.S. water storage in Amistad and Falcon Reservoirs at which stages of the Plan will be implemented or terminated. For the non-supply related triggers, the stages will be terminated whenever the level of service is restored to normal.

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

The following Drought Planning Stages and Supply/Demand/Emergency Triggers presented attached are reflected on the Hidalgo County Water Conservation Plan. Stage Three (3) begins to reflect water surcharge fees which are to be completed by the City of Weslaco once a financial study is completed to accurately reflect the fees required.

Stage One: Voluntary Conservation

Voluntary conservation is the first stage of the conservation program and is always in effect unless a higher stage is required and enacted. During Stage One, the public is requested to voluntarily limit the amount of water used and only use the amount necessary for health, business, and irrigation. The City of Weslaco will aim to reduce per capita consumption by 2 percent (2%). Notice will be given by the Weslaco City Manager through appropriate circulars, television, radio, and newspaper media at his or her discretion.

Table 1: Demand, Supply, and Emergency Triggers

TYPE	TRIGGER	ACTION
DEMAND TRIGGERS	Water demand reaches or exceeds eighty-seven percent (87%) of delivery capacity for three (3) consecutive days.	CITY OF WESLACO may enact Stage Two water restrictions
	Water demand reaches or exceeds ninety-two percent (92%) of delivery capacity for three (3) consecutive days.	CITY OF WESLACO may enact Stage Three water restrictions
	Water demand reaches or exceeds ninety-seven percent (97%) of delivery capacity for three (3) consecutive.	CITY OF WESLACO may enact Stage Four water restrictions
	Water demand reaches or exceeds one hundred percent (100%) of delivery capacity at any time.	CITY OF WESLACO may enact Stage Five water restrictions
STAGE ONE WATER RESTRICTIONS AT ALL TIMES UNLESS:		
SUPPLY TRIGGERS	Reservoir levels of Amistad/Falcon reach 40 percent (40%) of capacity	CITY OF WESLACO may enact Stage Two water restrictions
	Reservoir levels of Amistad/Falcon reach 30 percent (30%) of capacity	CITY OF WESLACO may enact Stage Three water restrictions
	Reservoir levels of Amistad/Falcon reach 20 percent (20%) of capacity	CITY OF WESLACO may enact Stage Four water restrictions
	Reservoir levels of Amistad/Falcon reach 15 percent (15%) of capacity	CITY OF WESLACO may enact Stage Five water restrictions
EMERGENCY TRIGGER	As determined by Weslaco City Commission, including but not limited to system outage, equipment failure, or supply source contamination	CITY OF WESLACO may enact Stage Six water allocation restrictions. This includes reducing water use to levels deemed necessary

Stage Two: Mandatory Compliance Water Alerts

During Stage Two, The City of Weslaco will aim to reduce per capita consumption by an additional 3 percent (3%). The following restrictions will apply to all persons:

Irrigation of outdoor vegetation should be limited to the hours between 6:00 p.m. to 10:00 a.m. during the designated irrigation days provided in this section. Irrigation by drip method or hand-held buckets is permitted at any time.

The washing of automobiles, trucks, trailers boats, airplanes and other types of mobile equipment should be limited to the hours between 6:00 p.m. to 10:00 a.m. on designated irrigation days. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash, commercial service station, or by a mobile carwash business. Further, such washing may be exempted from this provision if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles to transport food and perishables.

The washing or sprinkling of foundations should be limited to the hours between 6:00 p.m. and 10:00 a.m. on designated irrigation days.

The refilling or adding of water to residential swimming and/or wading pools should be limited to the hours between 6:00 p.m. to 10:00 a.m. on designated irrigation days.

The operation of any ornamental fountain or other structure making similar use of water should be limited to the hours between 6:00 p.m. to 10:00 a.m. on designated irrigation days, except for those fountains or structures with a recycling system.

The use of water for irrigation of golf course greens, fairways, and tees should be limited to the hours between 6:00 p.m. to 10:00 a.m. on designated irrigation days.

Use of water from fire hydrants shall be limited to firefighting and related activities, and/or other governmental use activities necessary to maintain the health, safety, and welfare of the City of Weslaco.

The following uses of water are defined as “waste of water” and should be limited:

Allowing irrigation water to run off into a gutter, ditch or drain.

Failure to repair a controllable leak.

Washing sidewalks, driveways, parking areas, tennis courts or other paved areas, except to alleviate immediate fire hazards.

Designated irrigation days are as follows:

- a. Address ending in an even number - Tuesday/ Thursday/ Sunday
- b. Address ending in an odd number - Monday/ Wednesday/ Saturday

No bulk water sales shall be made from the City of Weslaco or other sources for any purpose when such water will be transported by a tanker truck or similar type vehicle.

The City of Weslaco will increase public education and outreach on at-home water conservation.

Stage Three: Mandatory Compliance Water Warning

During Stage Three, the following restrictions will apply. All elements of Stage Two, including the goal of an additional 5 percent (5%) reduction of water use per capita, shall remain in effect in Stage Three except that:

- a. Irrigation of any outdoor vegetation should be limited to except between the hours of 7:00 p.m. to 9 a.m. during the designated irrigation days provided in Section Two. Irrigation by drip or hand-held buckets is permitted at any time.
- b. The washing of automobiles, trucks, trailers boats, airplanes and other types of mobile equipment is prohibited except between the hours of 6:00 p.m. to 10:00 a.m. on designated watering days. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses.
- a. Exception: Washing may be done at any time on the immediate premises of a commercial carwash, commercial service station, or by a mobile carwash business. Further, such washing may be exempted from this provision if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles to transport food and perishables.
- b. The refilling or adding of water to residential swimming and/or wading pools is prohibited except between the hours of 7:00 p.m. to 9:00 a.m. on designated irrigation days.
- c. The operation of any ornamental fountain or other structure making similar use of water is prohibited except between the hours of 7:00 p.m. to 9:00 a.m. on designated irrigation days or unless done with treated wastewater, reclaimed water, well water, or the system utilizes a recycling system.
- d. The use of water for irrigation of golf course greens, fairways, and tees is prohibited except between the hours of 7:00 p.m. to 9 a.m. on designated irrigation days or unless done with treated wastewater, reclaimed water, recycled water, or well water.

A water surcharge shall be levied against all customers in the following amounts:

[To be updated by municipality according to preferred surcharge fee structure]

Example only

- 1. *Residential/domestic metered customers (5/8-inch 3/4-inch 1-inch meters) shall pay an increased rate of \$X for any water used over an amount of X gallons per month.*
- 2. *Irrigation-metered customers shall pay an increased rate of \$X for any water used over X gallons per month.*

3. *3. Commercial and industrial metered customers shall pay an increased rate of \$X for any water used over an amount equal to X (X%) of the maximum monthly consumption over any one billing cycle out of the last 12 months preceding the month in which the Stage Three designation was implemented.*

Stage Four: Mandatory Compliance Water Shortages

During Stage Four, the following restrictions will apply. All elements of Stage Three, including the goal of an additional 10 percent (10%) reduction of water use per capita, will remain in effect in Stage Four except that:

- a. Irrigation of outdoor vegetation should be limited to the hours between 8:00 p.m. to 6:00 a.m. during the designated irrigation days provided in this section.
- b. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment is prohibited unless done with treated wastewater, reclaimed water, well water, or the system utilizes a recycling system.
Exception: Washing may be done at any time on the immediate premises of a commercial carwash, commercial service station, or by a mobile carwash business. These businesses will be limited to X (X%) of their monthly average usage based on the last twelve (12) billing periods. After such usage, the General Manager shall enforce this subsection by implementing an increased rate of \$X for any water used over the designated amount. Further, such washing may be exempted from this provision if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles to transport food and perishables.
- c. The filling, refilling or adding of water to swimming and/or wading pools is prohibited except to maintain the pool's structural integrity.
- d. The operation of any ornamental fountain or similar structure is prohibited.
- e. Watering at commercial nurseries, commercial sod farmers, and similarly situated establishments is prohibited except between the hours of 10:00 p.m. and 5:00 a.m. on designated irrigation days. Such watering, when allowed, will only use handheld hoses, drip irrigation systems, or handheld buckets.

Designated irrigation days are as follows:

- a. Address ending in an even number - Thursday/ Sunday
- b. Address ending in an odd number - Wednesday/ Saturday

A water surcharge shall be levied against all customers in the following amounts:

[To be updated by municipality according to preferred surcharge fee structure]

Example Only

- 1. Residential/domestic metered customers (5/8- inch, 3/4-inch, and 1-inch meters) shall pay an increased rate of \$X for any water used over an amount X gallons per month.*
- 2. Those irrigation-metered customers shall pay an increased rate of \$X for any water used.*
- 3. Those commercial and industrial metered customers shall pay an increased rate of \$X for any water used over an amount equal to x percent (X%) of the maximum monthly*

consumption over any one billing cycle out of the last twelve (12) months preceding the month in which the Stage Four designation was implemented.

Stage Five: Mandatory Compliance Water Shortage Emergency

During Stage Five, the following restrictions will apply. All elements of Stage Four, including the goal of an additional 10 percent (10%) reduction of water use per capita, will remain in effect in Stage Five except that:

- a. Irrigation of outdoor vegetation is limited to:
 1. Handheld or faucet filled bucket;
 2. Continuously handheld hoses;
 3. Drip irrigation during the hours from 6:00 a.m. to 8:00 a.m. once every ten (10) days, by a schedule established by the Weslaco City Commission
 4. Exceptions for watering applications utilizing efficient or reuse systems may be issued at the discretion of the Weslaco City Manager.
- b. The washing of automobiles, trucks, trailers boats, airplanes, and other types of mobile equipment is prohibited unless it occurs on the immediate premises of a commercial carwash, a commercial service station, or by a mobile carwash business. Further, such washing is only permitted if the health, safety, and welfare of the public is contingent upon frequent vehicle cleaning.
- c. The maximum monthly water use allocation for residential customers may be established with revised rate schedules and penalties by the Weslaco City Manager on recommendation by the Weslaco Water Treatment Plant.
- d. All allocations of water use to non-essential industrial and commercial customers shall be reduced to amounts as established by the Weslaco City Manager.
- e. Restaurants may serve water only on request. Patio misters may not operate at commercial facilities except between 4:00 p.m. and 9:00 p.m.
- f. The City of Weslaco has the discretion to halt any applications for new, additional, further expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind.

A water surcharge shall be levied against all customers in the following amounts:

[To be updated by municipality according to preferred surcharge fee structure]

Example Only

1. *Residential/domestic metered customers shall pay an increased rate of \$X for any water used over an amount of X gallons per month.*
2. *Those irrigation-metered customers shall pay an increased rate of \$X for any water used.*

3. *Those commercial and industrial metered customers shall pay an increased rate of \$X for any water used over an amount equal to X percent (X%) of the maximum monthly consumption over any one billing cycle out of the last twelve (12) months preceding the month in which the Stage Five designation was implemented.*

Stage 6: Water Allocation

In the event that water shortage conditions threaten public health, safety, and welfare, the Weslaco City Manager / Office of Emergency Management is hereby authorized to allocate water according to the following priorities so that the remaining water is available for essential health- and safety-related uses. The priority list for water use during severe drought will be the following:

- Priority 1 – Hospitals and Medical Facilities, including Dialysis Centers
- Priority 2 – Emergency Water Facilities
- Priority 3 – Fire Protection
- Priority 4 – Residential
- Priority 5 – Schools
- Priority 6 – Industrial
- Priority 7 – Commercial
- Priority 8 – Recreation/Aesthetics

Section 3.9 Water Conservation Management Committee

Upon adoption of this plan, the City Manager, or his/her designee, will establish a Water Conservation Management Committee consisting of selected City Department Directors, Water Plant Management, and individuals with vested interest. The Water Conservation Management Committee will meet in accordance with drought conditions, analyze the water supply and water system status information, and prepare recommendations for the City Manager. The City Manager can, however, act with or without the committee's input, during an emergency.

Section 3.10 Enforcement/ Penalty of Violations

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

The following enforcement provisions shall be activated as part of the plan to ensure compliance with its restrictions.

- (a) No person shall knowingly or intentionally allow the use of water from the City of Weslaco for residential, commercial, industrial, agricultural, governmental, or any purpose in a manner contrary to the provisions of this plan, or in an amount in excess of that permitted by the stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this plan.
- (b) Any person who violates this plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50.00 dollars and not more than \$500.00 dollars.
- (c) To implement the requirements of this plan, the following steps will be taken to address those individuals who are not complying with the plan.

Any City of Weslaco Code Enforcement Officer may issue a citation to a person he/she reasonably believes to be in violation of this ordinance. The citation issues will be the standard NOTICE OF VIOLATION currently in use.

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

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

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

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

Section 3.11 Variances

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

- (a) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other conditions for which the plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

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

- (a) Name and address of the petitioner(s).

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

Section 3.12 Wholesale Customers

Wholesale customers must reduce usage in accordance with this plan. Notifications will be sent within 24 hours of activation, and wholesalers must inform their customers within seven days. Reduction targets will align with the stage's requirements.

The notification to wholesale customers shall include the following language:

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

APPENDIX A: TCEQ UTILITY PROFILE

DRAFT

Texas Commission on Environmental Quality



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

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

Name of Entity: City of Weslaco

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

Telephone Number: (956) 973-3146 **Fax:** (956) 447-3298

Form Completed By: David Arce

Title: Public Works Director **Date:** _____

Signature **Name and Phone Number of Person/Department responsible for implementing a water conservation program:** David Arce , Public Works Director

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (square miles): 12.9

3. Current population of service area: **43, 864**
4. Current population served:
 - a. Water **43,864**
 - b. Wastewater **43,864**
5. Population served by water utility
6. Projected population for the previous five years: service area in the following decades:

Year	Population	Year	Population
<u>2019</u>	<u>41,620</u>	<u>2030</u>	<u>57,073</u>
<u>2020</u>	<u>40,169</u>	<u>2040</u>	<u>68,676</u>
<u>2021</u>	<u>40,994</u>	<u>2050</u>	<u>80,515</u>
<u>2022</u>	<u>42,229</u>	<u>2060</u>	<u>92,319</u>
<u>2023</u>	<u>43,053</u>	<u>2070</u>	<u>103,339</u>

7. List source/method for the calculation of current and projected population:

The following projections were projected from the following sources:

Source 1 - US Census Bureau data for years 2019, 2020, 2021, 2022, and 2023.

Source 2 - Population data for the years 2030 - 2070 was predicted from the 2022 Texas State Water Plan.

B. Active Connections

1. Current number of active connections. Check whether multi-family service is counted as Residential ☒ or Commercial ☐

Active Connections	
Year	Number of Active Connections
2020	12,001
2021	12,521
2022	12,779
2023	13,161
2024	13,526

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

New Connections Last Three Years			
User Group	2021	2022	2023
Residential	9,105	9,307	9,613
Commercial	1,269	1,272	1,187
Industrial	NA	NA	NA
Other	NA	NA	NA

C. High Volume Customers

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

High Volume Customers (Treated Water)		
	Customer	Use (Gal)
1	Military Hwy WSC	537,525
2	North WWTP	378,185
3	South WWTP	188,668
4	Maverick Industrial	154,825
5	Hidalgo County Housing	110,582

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. Amount of water use for previous five years (in 1,000 gal.):
Please indicate: **Treated Water**

Water Production Last Five Years (Kgal)					
Month	2024	2023	2022	2021	2020
January	177.744	172.433	192.100	177.100	157.670
February	166.073	166.103	129.057	162.560	154.140
March	177.722	216.42	173.647	174.580	176.430
April	175.837	170.158	200.563	201.270	166.190
May	190.779	157.259	185.803	177.420	183.940
June	187.975	218.929	220.309	175.888	157.710
July	166.886	192.040	238.045	147.199	182.230
August	198.823	273.903	198.500	199.000	178.926
September	168.753	238.771	203.214	225.086	169.099
October	184.184	207.698	185.94	170.712	183.726
November	183.439	173.260	147.682	187.092	181.474
December	176.161	199.340	186.706	157.705	170.164
Total	2154.376	2386.314	2261.566	2155.612	2061.699

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

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

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

Annual Billed Consumption (Last 5 Years)	
Year	Billed Consumption
2020	1,671,885,400
2021	1,638,766,600
2022	1,718,718,500
2023	1,815,714,800
2024	1,726,678,600

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

Water Losses		
Year	Amt (Kgal)	%
2020	389,813	18.90
2021	516,845	23.97
2022	541,847	24.00
2023	570,599	23.91
2024	427,697	19.85

4. Municipal water use for previous five years:

Municipal Water Diverted for Treatment		
Year	Population	Amount (Kgal)
2020	40,169	2,230,919
2021	40,994	2,155,612
2022	42,229	2,074,860
2023	43,053	2,386,313
2024	43,053	2,558,493

B. Projected Water Demands

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

Water Demand Projections (ac-ft)						
Year	2030	2040	2050	2060	2070	2080
Projections	5,500	5,624	5,737	5,930	6,127	6,327

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

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

Water Supply (ac-ft)		
Type	Source	Amount
Surface Water	Rio Grande River	8,059.04
Groundwater	Local Aquifer	0
Contracts		NA
Other		NA

B. Treatment and Distribution System

1. Design daily capacity of system: 18.2 MGD
2. Storage Capacity: Elevated 2.3 MG, Ground 3.130 MG
3. If surface water, do you recycle filter backwash to the head of the plant?
Yes X No _____. If yes, approximately 15.7 MGD
4. Please attach a description of the water system. Include the number of treatment plants, wells, and storage tanks. If possible, include a sketch of the system layout.

The City of Weslaco operates four water treatment plants. Three plants were originally constructed in the 1940s and 1970s with a new facility Plant 5 added in 2017. The plants treat Rio Grande River surface water using conventional surface water treatment processes and have a combined treatment capacity of 18.2 MGD. Ground storage tanks and clear wells for the city provide an additional 3.13 million gallons of storage. Over the past three years,

Plant 5 has averaged a daily flow of 6.4 MGD and the high summer demand no longer approaches the system's rated capacity.

Plant Capacity

- Plant 1: Decommissioned
- Plant 2: 2.8 MGD
- Plant 3: 3.7 MGD
- Plant 4: 3.7 MGD
- Plant 5: 8.0 MGD
- Total: 18.2 MGD

Storage Capacity:

Ground Storage Tank 1: 2,000,000 Gallons

Clearwell 1: 130,000 Gallons

Clearwell 2: 1,000,000 Gallons

Elevated Towers:

- Elevated Tower 1 located at Intersection of S Milano Rd & US Bus 83: 500,000 Gallons
- Elevated Tower 2 located at Intersection of S Bridge Ave & E 8th St: 500,000 Gallons
- Elevated Tower 3 located at S Westgate Dr & W 18th St adjacent to Harlon Block: 1,000,000 Gallons
- Elevated Tower 4 located at Intersection of S Kansas Ave & E 2nd St: 300,000 Gallons

Reservoir:

Reservoir located at the Weslaco WTP beside Texas Blvd: 33,000,000 Gallons

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data

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

The wastewater system includes 51 lift stations and two wastewater treatment plants. The collection system uses vitrified clay pipe (VCP) and polyvinyl chloride (PVC) pipe ranging from 6 to 21 inches in diameter with a new 30-inch interceptor under construction.

Wastewater Treatment Plant Capacities:

- North WWTP: 4.9 MGD (operating at 48% capacity)
- South WWTP: 2.5 MGD (operating at 68% capacity)

Both plants treat wastewater to a secondary level before discharging effluent into unnamed tributaries. The North plant discharges into the Arroyo Colorado ultimately reaching the Laguna Madre. The South plant discharges through the Rio Grande Valley floodway to the Laguna Madre. The treatment plants are owned by the City of Weslaco and operated by Inframark.

B. Wastewater Data for Service Area

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

Wastewater Treatment Last Three Years (Kgal)			
Month	2023	2022	2021
January	122.152	127.221	114.880
February	113.949	113.465	103.409
March	128.108	119.770	115.603
April	122.771	122.468	118.482
May	131.814	131.360	149.822
June	126.714	124.725	158.803
July	128.699	126.500	200.719
August	125.349	130.899	154.092
September	122.146	124.884	142.195
October	117.621	122.953	136.339
November	113.473	120.320	128.276
December	115.575	124.257	132.675
Total	1,468.371	1,488.822	1,655.295

REQUIREMENTS FOR WATER CONSERVATION PLANS FOR MUNICIPAL WATER USE BY PUBLIC WATER SUPPLIERS

In addition to the utility profile, a water conservation plan for municipal use by a public water supplier must include, at minimum, additional information as required by Title 30, Texas Administrative Code, ' 288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

Specific, Quantified 5 & 10-Year Targets

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for *municipal use in gallons per capita per day* (see Appendix A). Note that the goals established by a public water supplier under this subparagraph are not enforceable.

Metering Devices

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% to measure and account for water diverted from the source of supply.

Universal Metering

The water conservation plan must include a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

Unaccounted-For Water Use

The water conservation plan must include measures to determine and control unaccounted-for uses of water (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

Continuing Public Education & Information

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

Non-Promotional Water Rate Structure

The water supplier must have a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

Reservoir Systems Operations Plan

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies.

Enforcement Procedure & Plan Adoption

The water conservation plan must include a means of implementation and enforcement which shall be evidenced by 1) a copy of the ordinance, resolution, or tariff indicating **official adoption** of the water conservation plan by the water supplier; and 2) a description of the authority by which the water supplier will implement and enforce the conservation plan.

Coordination with the Regional Water Planning Group(s)

The water conservation plan must include documentation of coordination with the regional water planning group(s) for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

Example statement to be included within the water conservation plan:

The service area of the _____ (name of water supplier) is located within the _____ (name of regional water planning area or areas) and _____ (name of water supplier) has provided a copy of this water conservation plan to the _____ (name of regional water planning group or groups).

Additional Requirements:

required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within ten years

1. Program for Leak Detection, Repair, and Water Loss Accounting

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system to control unaccounted-for uses of water.

2. Record Management System

The plan must include a record management system to record water pumped, water deliveries, water sales, and water losses which allows for the desegregation of water sales and uses into the following user classes (residential; commercial; public and institutional; and industrial.

Plan Review and Update

Beginning May 1, 2005, a public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

Best Management Practices Guide

On November 2004, the Texas Water Development Board's (TWDB) Report 362 was completed by the Water Conservation Implementation Task Force. Report 362 is the Water Conservation Best Management Practices (BMP) Guide. The BMP Guide is a voluntary list of management practices that water users may implement in addition to the required components of Title 30, Texas Administrative Code, Chapter 288. The BMP Guide is available on the TWDB's website at the link below or by calling (512) 463-7847.

<http://www.twdb.state.tx.us/assistance/conservation/TaskForceDocs/WCITFBMPGuide.pdf>

Definitions of Commonly Used Terms

Conservation - Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Industrial use - The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, commercial fish production, and the development of power by means other than hydroelectric, but does not include agricultural use.

Irrigation - The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Municipal per capita water use - The sum total of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by actual population served.

Municipal use - The use of potable water within or outside a municipality and its environs whether supplied by a person, privately owned utility, political subdivision, or other entity as well as the use of sewage effluent for certain purposes, including the use of treated water for domestic purposes, fighting fires, sprinkling streets, flushing sewers and drains, watering parks and parkways, and recreational purposes, including public and private swimming pools, the use of potable water in industrial and commercial enterprises supplied by a municipal distribution system without special construction to meet its demands, and for the watering of lawns and family gardens.

Municipal use in gallons per capita per day - The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Pollution - The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier - An individual or entity that supplies water to the public for human consumption.

Regional water planning group - A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, ' 16.053.

Retail public water supplier - An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse - The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Water conservation plan - A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

Water loss - The difference between water diverted or treated and water delivered (sold). Water loss can result from:

1. inaccurate or incomplete record keeping;
2. meter error;
3. unmetered uses such as firefighting, line flushing, and water for public buildings and water treatment plants;
4. leaks; and
5. water theft and unauthorized use.

Wholesale public water supplier - An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

Individuals are entitled to request and review the personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

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APPENDIX B: POTENTIAL CONSERVATION SOURCES

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Potential Water Conservation Sources			
Source	Impact on Conservation	Measurement	Customary Control Method
System Operations			
Broken Main Repair	Medium impact and high visibility. Water runs from the time the leak happens to the time the maintenance crew isolates the circuit. Very visible water is considered a huge waste by the citizens.	Estimates on flow are usually based on visual observation; they are not accurate and nearly impossible to prove, however estimates can be made for documentation purposes.	Maintenance crews close distribution systems valves to isolate the broken pipe until the pipe is repaired. Regulations requiring the maintenance of minimum pressure requirements in the water system prevent the immediate closure of the pipe section.
Fire Hydrant Flushing	Medium impact and high visibility. Flushing is needed to eliminate stagnant water in distribution system ends, raise chlorine residual, remove dirt from system after a broken pipe repair.	Pitot tube can be used to accurately know fire hydrant flow rate. Crews measure flushing time.	Visual observation, chlorine readings, or estimated flushing time.
Public Use Water			
Parks/Medians	Medium to high impact depending on land irrigated.	All public water use should be metered. If not metered, it could reflect a significant amount of non-revenue water and contribute to a higher unaccounted-for water figure.	Ensure public works maintenance personnel adhere to acceptable watering practices and/or restrictions.
Sweepers	Low impact. Not a high use of water but the public perception should be managed by avoiding waste while loading water into sweeper.	If not metered, the volume can be estimated by the number of times water is taken from the water system.	Ensure sweepers take water from metered hydrants or keep a log of how many times they fill up their water tank.
Fire Fighting	Low impact. Fighting fires is not reflected on conservation matters. Fighting fires is considered a mandatory use of water.	No measurement	Water usage control is not a priority when fighting a fire.
Metering Inaccuracy			
Calibration, Plant Meter	High impact. Unaccounted-for water calculations use the plant meter as the basis to establish the percentage lost.	Difference in metering accuracy before and after calibration.	Calibrate meter annually
Calibration, Commercial and Industrial Meters	High impact. A large meter out of calibration can produce significant revenue losses over the years. Owners may pay more attention to their water use if the proper amount is metered.	Difference in metering accuracy before and after calibration. Impact could be estimated by knowing the number of meters calibrated per year, the average flow, and the estimated increase in accuracy.	Calibrate meters annually and replace them after a predetermined volume.
Inappropriate Sizing	High Impact. Larger meters can under-measure at low flows, especially as they age. Oversizing meters typically lead to under-metering. Owners may pay more attention to their water use if the proper and precise amounts are metered.	Estimate of inaccuracy at low end of range as a function of time meter operated in that part of the range. Difficult to measure since it requires hourly knowledge of water use pattern for each meter.	Establish a chart of appropriate meter size for expected maximum volume and institute a departmental system to ensure all meter applications are reviewed against this chart.
Replacement	High impact. Meters slow down as they wear out; owners may pay more attention to their water use if the proper amount is metered.	Estimate the impact by knowing the improvement in flow measurement, the number of meters replaced, and the average flow per meter.	Replace every 7-10 years or after a predetermined volume (i.e. one million gallons for 5/8" meters)
Water Sales			
Illicit Taking by Contractors	Medium impact. Unreported use of water (theft) can be substantial if there is no control of water used in construction activities.	Estimate of water taken based on metered applications on record and the number of contractors suspected of taking water illicitly. This is an extremely subjective estimation.	Determine an approved metered water point for each contractor and have personnel visit periodically to ensure contractor is respecting assignment. Enforce the rules regarding illicit taking of City of Weslaco Water.

Landscape Watering			
Yards	High impact. Approximately 30-40% of the water used in summer is for yard irrigation.	Measure the average daily water production in winter and in summer.	Customer controls watering according to perception or need
Home Repairs			
Broken Sprinklers	Low impact.	Difficult to measure given the typical night watering programming and inability to quantify number of sprinklers broken at any given time.	Public education campaign
Leaking Toilets	High impact. A "running" toilet can waste 2 gallons of water per minute (...that's 96,000 gallons a month). A "silent leak" in a toilet can waste up to 7,000 gallons of water per month. Sources: East Bay Municipal Utility District (EBMUD) and This Old House (Oct 2007)	The AWWA estimates that 20 % of all toilets leak, representing 5% of the family's water use. A good approximation is to take 5% of the annualized residential winter usage.	Public education campaign
Normal Toilets	High Impact. A 'normal' toilet uses five gallons of water; a low volume toilet can use up to half of that volume.	Water savings may be calculated by estimating the number of expected low flow toilets and knowing the difference in volume flushed between a normal and a low flow toilet	Some cities offer free toilet exchange (San Antonio), others offer rebates
Personal Habits			
Showers, shaving, laundry, car washing, dishwasher	High impact. For communities with low awareness of this subject, the amount of water wasted can be significant when the cumulative effect of the population is considered. Showers are an obvious area of opportunities for conservation.	The American Water Works Association estimates that the average American family uses 28 percent of the water used in their home to flush the toilet; 22 percent to wash clothes; 21 percent to take showers; 12 percent from faucets; 9 percent to take baths; 5 percent toilet leakage; and 3 percent to wash dishes.	Public education campaign

APPENDIX C: MEASUREMENT OF SELECTED CONSERVATION SOURCES

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Measurement of Selected Conservation Sources			
Category	Reduction Goal	Goal Measurement	Steps to Achieve Goal
Unmetered Consumption			
Fire Hydrant Flushing	10%	Flushing time is reduced by 10 % or more	Optimize flushing procedures by assigning a clear end point to the event. If raising the chlorine residual is the target, assign a minimum value required to end and provide chlorine kits to the flushing crew; if expelling air is the target, determine whether a shorter time can achieve the objective; if the objective is to get rid of dirty water after a pipe repair, instruct the crews to take frequent samples to help them determine when the water is clear.
Sweepers	N/A	Water use is intrinsic to sweeper operation, savings may be negligible	Interdepartmental conversations to elicit the help of the sweepers in saving water
Fire Fighting	N/A	N/A	Volume control is not a goal in fire fighting
Unauthorized Consumption			
Illicit Taking by Contractors	100%	Extremely difficult to estimate, but a log of illicit taking events should be kept to estimate progress.	Fines, denial of service or construction permits to recurring water thieves
Metering Inaccuracies			
Calibration, Plant Meter	1%	Plant records show evidence of calibration according to program	Ensure sufficient funds are budgeted to pay for calibration; include calibration in water plant maintenance schedule
Calibration, Commercial and Industrial Meters	1%	Records indicate that meters are calibrated according to program	Quantify the numbers of meters that need to be calibrated; establish a calibration program either in-house or outsourced; establish a budget for the program; establish a documentation protocol and periodic program review
Inappropriate Sizing	5%	Personnel responsible for sizing meters has and follows clear guidelines for determining adequate size.	Consult meter manufacturers to determine optimum meter sizing, especially on sizes 2" and above
Residential Meter Replacement	5%	City of Weslaco is to replace meters that have reached a predetermined volume or age.	Ensure funding for meter replacement (personnel, equipment, and meters) is adequate. The City of Weslaco is recommended to provide the meter replacement program with a high priority.
Leakage			
Broken Main Repair	10%	Average response time to isolate leaking pipe is reduced by 10%. Maintenance crews keep a broken pipe log where they record the time the call came in and the time the water was controlled.	Set procedures and priorities for water pipe repair; instruct dispatcher to get as much information as possible from caller; review stock of necessary repair parts to ensure all pipe sizes are covered; ensure maintenance crews leave the Utility yard with all necessary materials and tools to achieve the repair expeditiously; budget and fund the purchase of tools and equipment that will facilitate repairs, i.e. backhoes, dewatering pumps, air compressors, pneumatic saws. Monitoring and keeping records of all the repairs is important for overall allocation of water loss.
Service Connections	10%	Same as above	Same as above

Storage Tank Overflows			
Operational Overflows in Storage Tanks	100%	Eliminate the overflows in storage tanks.	Install instrumentation to allow the operator to monitor the system continuously or have the necessary manpower for the same. System overflows may have disrupting effects on the streets due to the large volumes usually involved.
Metered Consumption			
Parks/Medians	10%	Public works meters must reflect a decrease in consumption	Opportunity to save would come from automating the parks and medians so the watering time follows the agronomic requirements, not staff schedules.
Existing Yards and Landscapes	10%	Per capita summer consumption is lowered by 2-3 percent (approximately 30 percent of water use in summer is for irrigation, one tenth of that equals 3 percent of the total summer use).	Educating the public as to proper watering frequency and intensity is critical to achieve water savings. Joint public education programs with local nurseries and sprinkler system installers can be beneficial.
New Yards and Landscapes	25%	If number of new yards or yards with drought resistant grass can be approximated, the typical summer use compared to a house with normal grass could give a number. Difficult to track if no ordinances are enacted.	Create task force to discuss adopting heat resistant grass ordinance, including nursery and landscape representatives for market input; if idea is workable, create ordinances that restrict the type of grass in new subdivisions or remodeling, to heat and drought resistant varieties. Extreme case: Phoenix adopted a no-water landscape in the 80s.
Broken Sprinklers	N/A	Difficult to measure given the typical night watering programming and inability to quantify number of sprinklers broken at any given time. Quantification of this item is lumped together with the landscape watering goals	Establish a permanent public education campaign with renewable funds and periodic reviews.
Leaking Toilets	50%	Difficult to measure given that the number of leaking toilets is always unknown and may vary.	Establish a permanent public education campaign with renewable funds and periodic reviews.
Normal Toilets	5%	The number of toilets replaced times the savings between the old toilet and the low flow toilets.	Encourage home appliance and improvement stores to carry low flow toilets; include this in the public education campaign. Long-term, consider creating an ordinance to require this type of toilet installation in each home.
Showers, shaving Car washing Dishwater	10%	Difficult to measure given it primarily depends on personal habits	Establish a permanent public education campaign with renewable funds and periodic reviews.

**APPENDIX D: WATER CONSERVATION ADOPTION
ORDINANCE**

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ORDINANCE 2022-20

AN ORDINANCE AMENDING ORDINANCE NUMBER 2012-22, THE CITY OF WESLACO UTILITIES ORDINANCE; CODIFIED AS CHAPTER 138 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2012-22 passed and approved on September 27, 2012 as the "Utilities Ordinance" Codified as Chapter 138 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new zoning ordinance will be adopted and codified as Chapter 138 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 138: UTILITIES ORDINANCE

Sec. 138-59 - Wastewater rates prescribed

The following rates shall be charged for use of the wastewater treatment facilities of the City of Weslaco, including storm sewer lines if used for the purpose of disposing waste or cooling water. The rates hereby established shall be applicable to all classes of customers using the city sanitary sewer system, except for industrial customers who will continue to be charged under the provisions of the industrial waste ordinance of the City of Weslaco, Ordinance No. 76-16, as amended:

Sewer Service Provided to Customers Residing Inside of the City Limits

- A. Minimum charge inside city limits: The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be \$14.58 per month. The monthly base rate will be \$9.44 if applied for by a resident over 65 years of age, disabled, or a veteran.
- B. Additional charges for single-family residential users inside city limits. In addition to the minimum charge listed above, a charge of \$1.77 will be made for each 1,000 gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.
- C. Multifamily residential and mobile homes inside city limits. The charge for the use of the city wastewater treatment facility for duplexes or multifamily apartments or housing where the buildings are generally used solely for permanent or continuous living quarters and mobile home and/or recreational vehicle park owners on master meters shall be as follows:
 - Minimum monthly bill\$11.81
 - Charges per each 1,000 gallons of metered water use, or portion thereof:
 - 0 to 15,000 gallons2.28
 - 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)10.61

15,001 to 35,000 gallons2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)10.27
Over 35,000 gallons2.54

- D. Commercial customers inside city limits. Commercial customers are those customers who discharge wastewater from a private building which is not residential in nature and conduct business activities for the sole purpose of making a profit and receive an inflow of paying customers for services rendered or the purchase of goods. All sewer accounts required to file for a sales tax number with the state comptroller's office or an employer's federal I.D. number with the Internal Revenue Service shall be deemed as commercial accounts. The charge for commercial users shall be as follows:

Minimum monthly bill\$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons\$2.72

15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)8.66

15,001 to 35,000 gallons3.03

35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)9.03

Over 35,000 gallons3.03

- E. Lawn and landscape irrigation. All accounts shall be exempt from sanitary sewer charges on water metered solely for lawn and landscape irrigation.

- F. Industrial users. All industrial uses, such as canning plants, packing sheds, laundries, bottling works, milk plants and other industrial users, shall be charged a rate computed under Ordinance No. 76-16, as amended.

- G. Institutional, etc., users inside city limits. All customers not classified as aforementioned, including institutional, religious, and not-for-profit entities, shall be charged for the use of the wastewater treatment facility as follows:

Minimum monthly bill\$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons2.28

15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)10.61

15,001 to 35,000 gallons2.54

35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)10.27

Over 35,000 gallons2.54

- H. Commercial laundries inside city limits. Commercial laundries inside city limits.

Commercial customers whose principal business is the operation of a commercial laundry shall be charged for use of the city wastewater treatment facility as follows:

Minimum monthly bill\$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons2.72

15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)8.66

15,001 to 35,000 gallons3.03

35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)9.03

Over 35,000 gallons3.03

Sewer Service Provided to Customers Residing Outside of the City Limits

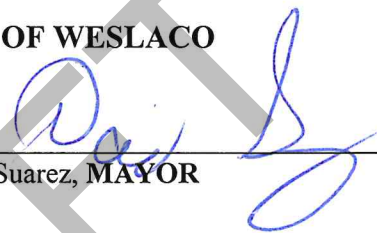
- I. Minimum charge outside city limits: The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be \$23.18 per month.
- J. Additional charges for single-family residential users outside city limits. In addition to the minimum charge listed above, a charge of \$2.66 will be made for each 1,000 gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.
- K. Multifamily outside city limits.
- (1) Minimum monthly bill (not including water)\$17.72
 - Charges per each 1,000 gallons or portion thereof:
 - 0 to 15,000 gallons3.42
 - 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)15.92
 - 15,002 to 35,000 gallons3.81
 - 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)15.41
 - Over 35,001 gallons3.81
- L. Commercial outside city limits.
- (1) Minimum monthly bill (not including water)\$22.47
 - Charges per each 1,000 gallons or portion thereof:
 - 0 to 15,000 gallons4.08
 - 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)12.99
 - 15,002 to 35,000 gallons4.55
 - 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)13.55
 - Over 35,001 gallons4.55
- M. Institutional outside city limits.
- (1) Minimum monthly bill (not including water)\$17.72
 - Charges per each 1,000 gallons or portion thereof:
 - 0 to 15,000 gallons3.42
 - 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)15.92
 - 15,002 to 35,000 gallons3.81
 - 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)15.41
 - Over 35,001 gallons3.81
- N. Commercial laundries outside city limits.
- (1) Minimum monthly bill (not including water)\$19.47
 - Charges per each 1,000 gallons or portion thereof:
 - 0 to 15,000 gallons3.92
 - 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)18.18
 - 15,002 to 35,000 gallons4.37
 - 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)17.61

Over 35,001 gallons4.37

- O. All users in City CCN who are serviced by an entity or public utility provider other than the City of Weslaco, hereinafter referred to as the secondary provider, shall be billed according to the provisions set forth above. The rates charged by that successor utility provider shall be set forth in the interlocal agreement between that secondary provider and the City. The City rate shall be .30 cents more than the rate charged by the secondary provider. Should there be any increase in rates by the secondary provider, the City's rates shall increase correspondingly and by the same amount as the secondary provider's increase

PASSED AND APPROVED on first and final reading at a regular meeting of the City Commission this 21st day of June 2022.

CITY OF WESLACO



David Suarez, **MAYOR**

ATTEST:



Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:



Juan E. Gonzalez, **CITY ATTORNEY**

ORDINANCE NO. 2017-45

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE 77-16, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.58 "WATER RATES PRESCRIBED" AND AMENDING SECTION 1 OF ORDINANCE 67-10, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.59 "SEWER RATES PRESCRIBED;" BY PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR TREATED WATER DELIVERED THROUGH THE SYSTEM OF THE UTILITIES DEPARTMENT OF THE CITY OF WESLACO; AND PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR THE USE OF WASTEWATER TREATMENT FACILITIES OF THE CITY OF WESLACO; AND PROVIDING FOR AN EFFECTIVE DATE AFTER THE SECOND PUBLICATION OF THIS ORDINANCE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

SECTION 1. BE IT ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 77-16, adopted on August 16, 1977, and Codified in the Weslaco Code of Ordinances as Section 138.58 and entitled "Water Rates Prescribed", to adopt a new schedule of rates to be charged for treated water delivered through the system of the water department of the City of Weslaco so that after Second and Final Reading of this Ordinance, Weslaco Code of Ordinances Section 138.58, will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.58. Water Rates Prescribed.

There are hereby established the following schedules of rates to be charged for treated water delivered through the system of the water department of the city:

A. Residential Inside City Limits

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

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

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

B. Commercial Inside City Limits

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

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

- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|---|--------|
| 0 to 15,000 gallons | \$3.03 |
| 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..... | \$9.91 |
| 15,002 to 30,000 gallons..... | \$3.38 |
| 30,000 to 35,000 gallons..... | \$3.40 |
| 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..... | \$9.26 |
| Over 35,001 gallons..... | \$3.40 |

C. Multi Family Inside City Limits

- (1) Minimum monthly bill (not including water):
- | | |
|-------------------------------|----------|
| 5/8 inch or ¾ inch meter..... | \$18.07 |
| 1 inch meter..... | \$21.01 |
| 1 ½ inch meter..... | \$27.14 |
| 2 inch meter..... | \$36.24 |
| 3 inch meter..... | \$59.11 |
| 4 inch meter..... | \$88.94 |
| 6 inch meter..... | \$156.42 |
| 8 inch meter..... | \$203.04 |

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

- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|--|--------|
| 0 to 15,000 gallons | \$3.03 |
| 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..... | \$9.91 |
| 15,002 to 30,000 gallons..... | \$3.38 |
| 30,000 to 35,000 gallons..... | \$3.40 |
| 35,000 to 35,001 gallons (An addition to the base fee when this level is reached.) | \$9.26 |
| Over 35,001 gallons..... | \$3.40 |

D. Irrigation Meters Inside City Limits

- (1) Minimum monthly bill (not including water):
- | | |
|-------------------------------|----------|
| 5/8 inch or ¾ inch meter..... | \$10.47 |
| 1 inch meter..... | \$14.06 |
| 1 ½ inch meter..... | \$22.35 |
| 2 inch meter..... | \$31.46 |
| 3 inch meter..... | \$54.33 |
| 4 inch meter..... | \$84.16 |
| 6 inch meter..... | \$151.64 |
| 8 inch meter..... | \$198.26 |

- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|-------------------------------|--------|
| 0 to 10,000 gallons | \$2.97 |
| 10,000 to 15,000 gallons..... | \$2.97 |
| Over 15,000 gallons..... | \$3.07 |

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

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

- (1) Minimum monthly bill, (not including water)..... \$23.43
- (2) Charge per each 1,000 gallons or portion thereof.....\$4.07

F. Commercial Outside City Limits

- (1) Minimum monthly bill (not including water):
- | | |
|-------------------------------|----------|
| 5/8 inch or ¾ inch meter..... | \$27.11 |
| 1 inch meter..... | \$31.52 |
| 1 ½ inch meter..... | \$40.71 |
| 2 inch meter..... | \$54.36 |
| 3 inch meter..... | \$88.67 |
| 4 inch meter..... | \$133.41 |
| 6 inch meter..... | \$234.63 |
| 8 inch meter..... | \$304.56 |
- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|--|---------|
| 0 to 15,000 gallons | \$4.55 |
| 15,000 to 15,001 gallons (An addition to the base fee when this level is reached)..... | \$14.87 |
| 15,002 to 30,000 gallons..... | \$5.07 |
| 30,000 to 35,000 gallons..... | \$5.10 |
| 35,000 to 35,001gallons (An addition to the base fee when this level is reached.)..... | \$13.89 |
| Over 35,001gallons..... | \$5.10 |

G. Multi Family Outside City Limits

- (1) Minimum monthly bill (not including water):
- | | |
|-------------------------------|----------|
| 5/8 inch or ¾ inch meter..... | \$27.11 |
| 1 inch meter..... | \$31.52 |
| 1 ½ inch meter..... | \$40.71 |
| 2 inch meter..... | \$54.36 |
| 3 inch meter..... | \$88.67 |
| 4 inch meter..... | \$133.41 |
| 6 inch meter..... | \$234.63 |
| 8 inch meter..... | \$304.56 |
- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|---|--------|
| 0 to 15,000 gallons | \$4.55 |
| 15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...\$14.87 | |
| 15,002 to 30,000 gallons..... | \$5.07 |
| 30,000 to 35,000 gallons..... | \$5.10 |
| 35,000 to 35,001gallons (An addition to the base fee when this level is reached.).....\$13.89 | |
| Over 35,001 gallons..... | \$5.10 |

H. *Irrigation Meters Outside City Limits*

- (1) Minimum monthly bill (not including water):
- | | |
|---------------------------------|----------|
| 5/8 inch or 3/4 inch meter..... | \$15.71 |
| 1 inch meter..... | \$21.09 |
| 1 1/2 inch meter..... | \$33.53 |
| 2 inch meter..... | \$47.19 |
| 3 inch meter..... | \$81.50 |
| 4 inch meter..... | \$126.24 |
| 6 inch meter..... | \$227.46 |
| 8 inch meter..... | \$297.39 |
- (2) Charges per each 1,000 gallons or portion thereof:
- | | |
|-------------------------------|--------|
| 0 to 10,000 gallons | \$4.46 |
| 10,000 to 15,000 gallons..... | \$4.46 |
| Over 15,000 gallons..... | \$4.61 |
- (3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

I. *Tapping Fees.*

The following charges shall be made as tapping fees for making connections for the use of any water user (deposit and permit fees are not included):

Meter Size	Inside City	Outside City
5/8"	\$450.00	\$550.00
1"	\$870.76	\$979.60
1 1/2"	\$1,187.35	\$1,336.23
2"	\$3,286.06	\$4,929.09
3"	\$4,612.93	\$6,919.39
4"	\$6,936.71	\$10,405.06

For all other size taps, the tapping charge shall be based upon the current cost of the meter, required materials, and labor therefore.

In cases where the developer has installed their own water lines, tapping saddles, corp. stop, tubing and angle stop up to the ground surface, the fees for a 5/8" meter will be \$232.07 for a connection inside the city limits and \$348.10 for a connection outside the city limits.

J. *Fire Protection Sprinkler Fees*

There shall be no additional charge per month in addition to the other charges listed in this section, for accounts with a fire protection sprinkler system.

SECTION II. BE IT FURTHER ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 67-10, adopted on June 27, 1967, and codified in the Weslaco Code of Ordinances as Section 138.59 and entitled "Sewer Rates Prescribed", so that after Second and Final Reading of this ordinance, Weslaco Code of Ordinances Section 138.59 will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.59. Wastewater Rates Prescribed.

The following rates shall be charged for use of the wastewater treatment facilities of the City of Weslaco, including storm sewer lines if used for the purpose of disposing waste or cooling water. The rates hereby established shall be applicable to all classes of customers using the city sanitary sewer system, except for industrial customers who will continue to be charged under the provisions of the industrial waste ordinance of the City of Weslaco, Ordinance No. 76-16, as amended:

Sewer Service Provided to Customers Residing Outside of the City Limits

- A. *Minimum Charge Inside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be fourteen dollars and fifty-eight cents (\$14.58) per month. The monthly base rate will be nine dollars and forty-four cents (\$9.44) if applied for by a resident over 65 years of age, Disabled, or a Veteran.
- B. *Additional Charges for Single-Family Residential Users Inside City Limits.* In addition to the minimum charge listed above, a charge of one dollar and seventy-seven cents (\$1.77) will be made for each one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.
- C. *Multifamily Residential and Mobile Homes Inside City Limits.* The charge for the use of the city wastewater treatment facility for duplexes or multifamily apartments or housing where the buildings are generally used solely for permanent or continuous living quarters and mobile home and/or recreational vehicle park owners on master meters shall be as follows:

Minimum monthly bill\$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons.....	\$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)....	\$10.61
15,001 to 35,000 gallons.....	\$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)....	\$10.27
Over 35,000 gallons.....	\$2.54

- D. *Commercial Customers Inside City Limits.* Commercial customers are those customers who discharge wastewater from a private building which is not residential in nature and conduct business activities for the sole purpose of making a profit, and receive an inflow of paying customers for services rendered or the purchase of goods. All sewer accounts required to file for a sales tax number with the state comptroller's office or an employer's federal I.D. number with the Internal Revenue Service shall be deemed as commercial accounts. The charge for commercial users shall be as follows:

Minimum monthly bill\$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:	
0 to 15,000 gallons.....	\$2.72
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)	\$8.66
15,001 to 35,000 gallons.....	\$3.03
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.).....	\$9.03
Over 35,000 gallons.....	\$3.03

E. *Lawn and Landscape Irrigation.* All accounts shall be exempt from sanitary sewer charges on water metered solely for lawn and landscape irrigation.

F. *Industrial Users.* All industrial uses, such as canning plants, packing sheds, laundries, bottling works, milk plants and other industrial users, shall be charged a rate computed under Ordinance No. 76.16, as amended.

G. *Institutional, Etc., Users Inside City Limits.* All customers not classified as aforementioned, including institutional, religious and not-for-profit entities, shall be charged for the use of the wastewater treatment facility as follows:

Minimum monthly bill.....\$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:	
0 to 15,000 gallons.....	\$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)	\$10.61
15,001 to 35,000 gallons.....	\$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.).....	\$10.27
Over 35,000 gallons.....	\$2.54

H. *Commercial Laundries Inside City Limits.* Commercial customers whose principal business is the operation of a commercial laundry shall be charged for use of the city wastewater treatment facility as follows:

Minimum monthly bill.....\$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:	
0 to 15,000 gallons.....	\$2.72
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).....	\$8.66
15,001 to 35,000 gallons.....	\$3.03
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.).....	\$9.03
Over 35,000 gallons.....	\$3.03

Sewer Service Provided to Customers Residing Outside of the City Limits

I. *Minimum Charge Outside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be Twenty three dollars and eighteen cents (\$23.18) per month.

J. *Additional Charges for Single-Family Residential Users Outside City Limits.* In addition to the minimum charge listed above, a charge of two dollars and sixty-six cents (\$2.66) will be made for each one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.

K. *Multi Family Outside City Limits*

(1) Minimum monthly bill (not including water):.....	\$17.72
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons	\$3.42
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$15.92
15,002 to 35,000 gallons.....	\$3.81
35,000 to 35,001gallons (An addition to the base fee when this level isreached.)....	\$15.41
Over 35,001 gallons.....	\$3.81

L. *Commercial Outside City Limits*

(1) Minimum monthly bill (not including water):.....	\$22.47
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons	\$4.08
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$12.99
15,002 to 35,000 gallons.....	\$4.55
35,000 to 35,001gallons (An addition to the base fee when this level isreached.)....	\$13.55
Over 35,001 gallons.....	\$4.55

M. *Institutional Outside City Limits*

(1) Minimum monthly bill (not including water):.....	\$17.72
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons	\$3.42
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$15.92
15,002 to 35,000 gallons.....	\$3.81
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)....	\$15.41
Over 35,001 gallons.....	\$3.81

N. *Commercial Laundries Outside City Limits*

(1) Minimum monthly bill (not including water):.....	\$19.47
Charges per each 1,000 gallons or portion thereof:	
0 to 15,000 gallons	\$3.92
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)...	\$18.18
15,002 to 35,000 gallons.....	\$4.37
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)....	\$17.61
Over 35,001 gallons.....	\$4.37

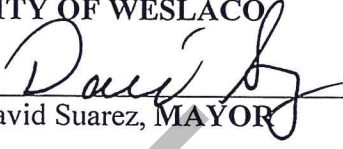
SECTION III: All other provisions of Chapter 138, Article II, Section 138.58, and Section 138.59, and Ordinance 77-16, and Ordinance 67-10 shall remain in effect and are not being amended by this Ordinance.

SECTION IV: These amendments to Chapter 138, Article II, Section 138.58, and Section 138.59, shall be in effect after Second and Final Reading of this Ordinance.

PASSED AND APPROVED on first reading at regular meeting of the City Commission this 17th day of October, 2017.

PASSED AND APPROVED on second and final reading at regular meeting of the City Commission this 7th day November, 2017.

CITY OF WESLACO


David Suarez, MAYOR

ATTEST:

 WCC 11/07/17
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:


Juan E. Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2008-27

AN ORDINANCE AMENDING ORDINANCE 96-11, WHICH ADOPTED THE CITY OF WESLACO WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN, TO REQUIRE WHOLESALE PUBLIC WATER SUPPLIERS TO SUBMIT A DROUGHT CONTINGENCY PLAN IN COMPLIANCE WITH SUBCHAPTER B OF CHAPTER 288 TITLE 30 TEXAS ADMINISTRATIVE CODE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I:

Ordinance 96-11, which adopted The City of Weslaco Water Conservation and Emergency Water Demand Management Plan, was passed and approved by The Weslaco City Commission on May 7, 1996 is hereby amended to add a new Section 3.13 to the Plan to require wholesale Public Water Suppliers To Submit a Drought Contingency Plan in Compliance with Subchapter B of Chapter 288 Title 30 Texas Administrative Code so that after second and final reading of this Ordinance Section 3.13 of the City of Weslaco Water Conservation and Emergency Water Demand Management Plan will read as follows:

3.13 Wholesale Customers

The City of Weslaco, in the event this plan is activated, shall distribute water to all current and future wholesale providers in accordance with this plan. Existing customers shall be requested to reduce demand as described below, and are subject to the same use prohibitions listed above.

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

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

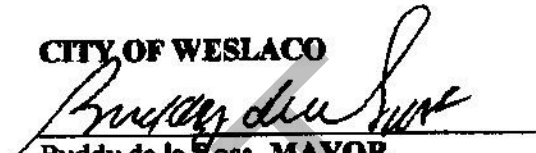
SECTION II:

All other existing provisions of The City of Weslaco Water Conservation and Emergency Water Demand Management Plan will remain in effect.

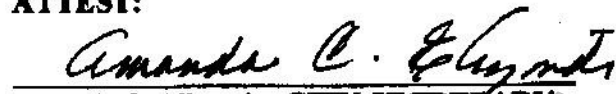
PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 11th day of September, 2008.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 25th day of September, 2008.

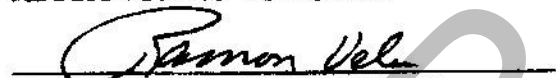
CITY OF WESLACO


Buddy de la Rosa, MAYOR

ATTEST:


Amanda C. Elizondo, CITY SECRETARY

APPROVED AS TO FORM:


Ramon Vela, CITY ATTORNEY

ORDINANCE NO. 2002-04

AN ORDINANCE AMENDING THE WESLACO WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN OF ORDINANCE NO. 96-11 TO INCLUDE NEW REGULATIONS AFFECTING WATER CONSERVATION; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

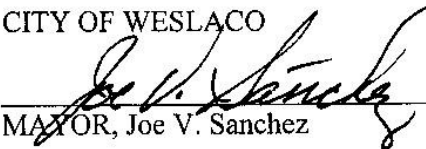
SECTION 1: The Weslaco Water Conservation and Emergency Water Demand Management Plan of Ordinance No. 96-11, passed and approved on May 7, 1996, revised in August 1998 and made part hereof for all purposes, is amended to include new regulations affecting water conservation.

SECTION 2: This Ordinance and the provisions hereof shall become effective on the day this Ordinance is passed on second and final reading.

PASSED AND APPROVED on first reading by the City Commission of the City of Weslaco, Texas this the 4th of June 2002.

PASSED AND APPROVED on second reading by the City Commission of the City of Weslaco, Texas this the 2nd day of July 2002.

CITY OF WESLACO



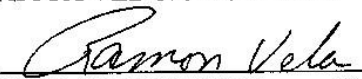
MAYOR, Joe V. Sanchez

ATTEST:



CITY SECRETARY, Amanda C. Elizondo

APPROVED AS TO FORM:



CITY ATTORNEY, Ramon Vela

ORDINANCE NO. 96-11

AN ORDINANCE OF THE CITY OF WESLACO, TEXAS, ADOPTING A WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; DECLARING AN EMERGENCY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary that a Water Conservation and Emergency Water Demand Management Plan be adopted by the City of Weslaco; and

WHEREAS, such a program has been formally submitted to the Texas Water Development Board for approval in connection with a utility system capital improvements program to expand and upgrade wastewater treatment plant capacity, wastewater collection system, water treatment plant, and water distribution and storage facilities; and

WHEREAS, the City Commission of the City of Weslaco believes that it is in the best interest of the City of Weslaco to adopt such a program; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS;

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

Any person, firm or corporation violating any of the provisions of the mandatory water use restrictions which have been formally initiated by the City and contained in the Weslaco Water Conservation and Emergency Water Demand Management Plan as adopted hereby shall, upon conviction in the Municipal Court of the City of Weslaco, Texas, be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed the sum of Five Hundred Dollars

(\$500.00) for each offense, and each and every day any such violation shall be deemed to constitute a separate offense.

SECTION 5.

An emergency exists which affects the health and safety of the citizens of Weslaco, Texas, as such, this ordinance shall take effect immediately from and after its passage upon first reading and the publication of the caption as provided by the laws of the State of Texas and by the Charter of the City of Weslaco.

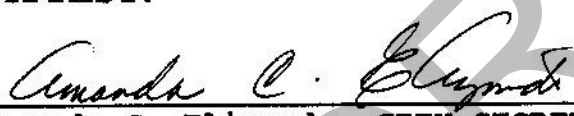
PASSED and **APPROVED** by the City Commission of the City of Weslaco, Texas on first reading this the 16th day of April, 1996.

PASSED and **APPROVED** on second and final reading this 7th day of May, 1996.

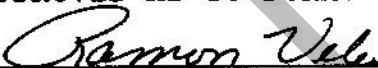
CITY OF WESLACO


Gene A. Braught, MAYOR

ATTEST:


Amanda C. Elizondo, CITY SECRETARY

APPROVED AS TO FORM:


Ramon Vela, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-233	
From:			
Subject: Discussion to accept and file the Economic Development Corporation of Weslaco Audit Fiscal Year 2024. (Staffed by Economic Development Corporation of Weslaco.)			
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 Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: 2023-2024 EDCW Financial Statements			
Responsibilities upon Approval:			

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

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**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

BOARD OF DIRECTORS

Jerry Gonzalez	President
Sandra Charlton, CPA	Vice-President
Fred Perez	Secretary
Benita R. Valadez	Treasurer
Kristopher M. Garcia	Member
Joe Olivarez	Member
Juan Jose (JJ) Serrano, Jr.	Member

EXECUTIVE DIRECTOR

Steven M. Valdez

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**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

TABLE OF CONTENTS

	<u>Page</u>
FINANCIAL SECTION	
Independent Auditor's Report	a
Management's Discussion and Analysis	c
GOVERNMENT-WIDE FINANCIAL STATEMENTS:	
Statement of Net Position	1
Statement of Activities	2
Comparative Balance Sheet	4
Reconciliation of the Governmental Funds Balance Sheet to Statement of Net Position	5
Statement of Revenues, Expenditures and Changes in Fund Balance	6
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to Statement of Activities	7
Statement of Revenues, Expenditures, and Changes In Fund Balance-Budget and Actual	8
NOTES TO FINANCIAL STATEMENTS	9
INDIVIDUAL FUNDS STATEMENTS	
Comparative Balance Sheet	22
Statement of Revenues, Expenditures, and Changes In Fund Balance - Budget and Actual	23
Schedule of Expenditures	24

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

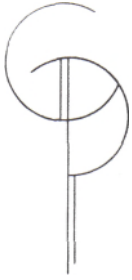
TABLE OF CONTENTS

	<u>Page</u>
SUPPLEMENTAL SCHEDULES	
Schedule of Changes in Note Receivables	25
Schedule of General Fixed Assets By Source	26
Schedule of Changes in General Fixed Assets - By Function and Activity	27
Schedule of General Long-Term Debt	28
Schedule of Changes in General Long-Term Debt	29

PART I

FINANCIAL SECTION

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GARCIA & PENA

Certified Public Accountants

R O. Box 8032

301 West 4th

Weslaco, Texas 78599

956-969-1433 • Fax 956-968-1467 • 956-421-4601

Manuel B. Garcia, CPA

Jaime X. Pena, CPA

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
The Economic Development Corporation
of Weslaco, Texas
Weslaco, Texas 78596

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the government activities, each major fund, and the aggregate remaining fund information of The Economic Development Corporation of Weslaco, Texas, (a nonprofit organization), a component unit of the City of Weslaco, Texas as of and for the year ended September 30, 2024 with comparison to September 30, 2023, and the related notes to the financial statements which collectively comprise The Economic Development Corporation of Weslaco, Texas' basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of The Economic Development Corporation of Weslaco, Texas as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Economic Development Corporation of Weslaco, Texas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Economic Development Corporation of Weslaco, Texas' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Economic Development Corporation of Weslaco, Texas' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Economic Development Corporation of Weslaco, Texas' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages d-h and 22-29 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise The Economic Development Corporation of Weslaco, Texas' basic financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.




Garcia & Pena,
Certified Public Accountants
Weslaco, Texas 78599

February 3, 2025

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THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO MANAGEMENT'S DISCUSSION AND ANALYSIS

This discussion and analysis is intended to provide an overview of The Economic Development Corporation's financial performance for the fiscal year ended September 30, 2024, and the related effect on The Economic Development Corporation's financial condition. Please read it in conjunction with the financial statements which begin on page 1.

FINANCIAL HIGHLIGHTS

- The Economic Development Corporation Changes in Net Position –Governmental-Type Activities
Total government-wide net position increased \$5,331,869 as a result of this year's operations, for a total Net Position of \$27,766,204, at year end.
- Governmental Activities –Revenues and Expenses Compared to Last Year – Total revenues in the aggregate decreased \$1,097,771 from last year. Sales tax revenues increased by \$131,154, a decrease of \$1,477,652 in operating grants and contributions, a decrease of miscellaneous income of \$523,460, an increase of \$542,586 in sale of lots in the Mid Valley International Industrial Park (MVIIP), and an increase of \$23,202 in interest; with a decrease of \$2,428 in lease and management fees, as compared to last year. The expenses decreased \$2,373,322 from the prior year as follows: General Government and Administration decreased by \$69,525, property management decreased by \$41,866, promotion and development increased by \$71,620, development services decreased by \$2,281,816 and interest in long-term debt decreased by \$51,735.
- As of the close of the current fiscal year, the Economic Development Corporation's governmental fund reported an ending fund balance of \$30,802,476 of which \$9,250,163 is available for spending at the corporation's discretion (unassigned fund balance).
- At the end of the current fiscal year, the fund balance for the general fund was \$30,802,476 or 446.% (percent) of total general fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Economic Development Corporation's basic financial statements. The Economic Development Corporation's basic financial statements comprise three components: 1.) Government-wide financial statements, 2.) Fund financial statements, and 3.) Notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of the Economic Development Corporation's finances in a manner similar to a private-sector business.

The statements of net position present information on all of the Economic Development Corporation's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Economic Development Corporation is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash out flows in the future fiscal periods (e.g., accrued interest).

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO MANAGEMENT'S DISCUSSION AND ANALYSIS

The government-wide financial statements distinguish functions of the Economic Development Corporation that are principally supported by taxes and program activities. The program activities of the Economic Development Corporation include administration and development services.

The Board of Directors sets expenditure caps over which the Economic Development Corporation's Board approval is required.

The government-wide financial statements can be found on pages 1-2 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Economic Development Corporation, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Economic Development Corporation maintains one individual governmental fund. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund.

The Economic Development Corporation adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 4-7 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 9-19 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Economic Development Corporation the assets exceeded liabilities by \$29,002,671 at the close of the most recent fiscal year.

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO
MANAGEMENT'S DISCUSSION AND ANALYSIS

The Economic Development Corporation's Statement of Net Position, along with last fiscal year's numbers are presented for comparison in the table below:

The Economic Development Corporation
Statement of Net Position

	2024	2023
Current and other assets	\$ 32,646,144	\$ 32,887,691
Capital assets	4,065,581	4,212,961
Intangible Asset: Building - Right to Use	375,174	467,156
Deferred outflows of resources	-	-
Total assets and deferred outflows of resources	<u>\$ 37,086,899</u>	<u>\$ 37,567,808</u>
Current liabilities	\$ 122,700	\$ 1,526,886
Long-term debt due in more than one year	8,423,724	12,644,320
Deferred inflows of resources	774,271	962,267
Total liabilities and deferred inflows of resources	<u>9,320,695</u>	<u>15,133,473</u>
Net investment in capital assets	4,065,581	4,212,961
Restricted	21,552,313	18,268,268
Unrestricted	2,148,310	(46,894)
Total net position	<u>\$ 27,766,204</u>	<u>\$ 22,434,335</u>

By far the largest portion of the Economic Development Corporation's net position (82 percent) reflects restricted project development net assets of \$20,398,569, \$1,153,744 in debt service restriction, \$2,148,310 in unrestricted net assets, and (18 percent) in its investment in land and buildings of \$4,065,581. The Economic Development Corporation uses these capital assets to provide development services to the City of Weslaco, Texas.

The Economic Development Corporation
Statement of Activities

	2024	2023
Revenues		
Program revenues		
Leases and Management Fees	\$ 226,671	\$ 229,099
Capital Grants and Contributions	58,317	1,535,969
Sales Tax	5,020,201	4,889,047
Gain (loss) on sale of capital assets	1,645,805	1,103,219
Investment Earnings	469,834	237,805
Miscellaneous Income	40,783	564,243
Total revenues	<u>7,461,611</u>	<u>8,559,382</u>
Expenses		
General Government and Admin	174,157	243,682
Property Management	771,869	813,735
Promotion and Development	353,830	282,210
Development Services	804,328	3,086,144
Other Expenses	-	-
Interest on Long-Term Debt	25,558	77,293
Total expenses	<u>2,129,742</u>	<u>4,503,064</u>
Increase (decrease) in net position	5,331,869	4,056,318
Net position - beginning	<u>22,434,335</u>	<u>18,378,017</u>
Net position - ending	<u>\$ 27,766,204</u>	<u>\$ 22,434,335</u>

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO MANAGEMENT'S DISCUSSION AND ANALYSIS

At the end of the fiscal year, the Economic Development Corporation is able to report positive balances in all two categories of net position, both for the government as a whole, as well as for its separate governmental activities. The same situation held true for the prior fiscal year.

Governmental activities. Sales tax rebates amounted to \$5,020,201 for the year with an increase of \$131,154 or 2.68% more than the last fiscal year.

Operating loans were \$-0- during the current year.

It is the practice of the Economic Development Corporation to utilize loan proceeds whenever possible to invest in properties to improve city services and quality of life in the community.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the Economic Development Corporation uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Economic Development Corporation's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Economic Development Corporation's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Economic Development Corporation's governmental fund reported an ending fund balance of \$30,802,476 of which 9,250,163 is unassigned and is available for spending at the government's discretion.

The general fund is the chief operating fund of the Economic Development Corporation. At the end of the current fiscal year, the unassigned fund balance of the general fund was \$9,250,163 while total fund balance reached \$30,802,476. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 129% of total general fund expenditures, while total fund balance represents 446% of that same amount.

The fund balance of the Economic Development Corporation's general fund increased by \$2,522,564 during the current fiscal year. \$616,561 in loan/rent and monetary incentives were provided to area businesses within the city and in the industrial park, and \$187,767 were spent in funding economic development projects.

CAPITAL ASSETS

Capital Assets. The Economic Development Corporation's investment in capital assets for its governmental activities as of September 30, 2024, amounts to \$4,065,581 (net of accumulated depreciation). This investment in capital assets includes land, building, improvements, furniture, equipment, and infrastructure. The net decrease in the Economic Development Corporation's investment in capital assets for the current fiscal year was \$147,380.

Additional information on the Economic Development Corporation's capital assets can be found in Note E on page 15 of this report.

**THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO
MANAGEMENT'S DISCUSSION AND ANALYSIS**

LONG-TERM DEBT

At year-end, the Economic Development Corporation's outstanding long-term debt was \$8,518,473 for 2024 and accrued interest of \$2,966.

On May 4, 2021, the Economic Development Corporation purchased 46.462 acres of land for \$1,626,170. The land is for the development of the Mid Valley International Industrial Park (MVIIP). As of September 30, 2024, the Economic Development Corporation of Weslaco had an outstanding balance of \$-0-.

On August 12, 2021, the Economic Development Corporation obtained a Master Line of Credit up to \$12,000,000. The note is for the development of the Mid Valley International Industrial Park (MVIIP). As of September 30, 2024, the Economic Development Corporation of Weslaco had an outstanding balance of \$8,143,299.

Additional information on the Economic Development Corporation's long-term debt can be found in Note G on page 16 of this report.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Economic Development Corporation's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Economic Development Corporation of Weslaco, Texas, 275 S. Kansas Avenue, Weslaco, Texas 78596.

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

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**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
COMPARATIVE GOVERNMENT-WIDE STATEMENTS OF NET POSITION
SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Assets		
Cash	\$ 1,811,608	\$ 3,778,372
Cash Investments (Note B)	6,617,247	5,235,190
Accounts Receivables (Net)	10,520	34,840
Due From City of Weslaco, Tx.	835,773	414,723
Grant Receivable	-	1,500,000
Assets Held for Resale	20,398,569	18,268,268
Land Escrow	-	250,000
Restricted Cash and Cash Investments	1,153,744	-
Long-Term Note Receivables (Note C)	1,044,412	2,444,031
Lease Receivable (Note D)	774,271	962,267
Capital Assets: (Note E)		
Land	-	-
Buildings & Infrastructure	4,991,305	4,991,305
Equipment	237,736	237,736
Accumulated Depreciation	(1,163,460)	(1,016,080)
Intangible Asset: Building-Right to Use	375,174	467,156
Total Assets	<u>37,086,899</u>	<u>37,567,808</u>
Deferred outflow of resources	<u>-</u>	<u>-</u>
Total Assets and Deferred Outflow of Resources	<u>\$ 37,086,899</u>	<u>\$ 37,567,808</u>
Liabilities		
Accounts Payable	\$ 24,985	\$ 26,857
Contract Payable	-	1,174,624
Prepaid Rents	-	-
Accrued Interest payable	2,966	15,531
Noncurrent Liabilities: (Note G)		
Due Within One year	94,749	309,874
Due In More than one year	8,423,724	12,644,320
Total Liabilities	<u>8,546,424</u>	<u>14,171,206</u>
Deferred inflow of resources	<u>774,271</u>	<u>962,267</u>
Net Position		
Net Investment in Capital Assets	4,065,581	4,352,576
Restricted for:		
Project Development	20,398,569	18,268,268
Debt Service	1,153,744	-
Unrestricted	2,148,310	(186,509)
Total Net Position	<u>27,766,204</u>	<u>22,434,335</u>
Total Liabilities, Deferred Inflow of Resources, and Net Position	<u>\$ 37,086,899</u>	<u>\$ 37,567,808</u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Program Activities	Expenses	Program Revenues		Total
		Leases and Management Fees	Operating Grants and Contributions	
Governmental Activities				
General Government and Administration	\$ 174,157	\$ -	\$ -	\$ (174,157)
Property Management	771,869	226,671	-	(545,198)
Promotion and Development	353,830	-	58,317	(295,513)
Development Services	804,328	-	-	(804,328)
Debt Forgiveness	-	-	-	-
Interest on Long-Term Debt	25,558	-	-	(25,558)
Total Governmental Activities	<u>\$ 2,129,742</u>	<u>\$ 226,671</u>	<u>\$ 58,317</u>	<u>(1,844,754)</u>
General Revenues:				
Taxes:				
Sales				5,020,201
Investment Earnings				469,834
Gain (loss) on Sale/Retirement of Capital Assets				1,645,805
Miscellaneous				<u>40,783</u>
Total General Revenues				<u>7,176,623</u>
Change in Net Position				5,331,869
Net Position at Beginning of Year				<u>22,434,335</u>
Net Position at End of Year				<u>\$ 27,766,204</u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Program Activities	Expenses	Program Revenues		Total
		Leases and Management Fees	Operating Grants and Contributions	
Governmental Activities				
General Government and Administration	\$ 243,682	\$ -	\$ -	\$ (243,682)
Property Management	813,735	229,099	1,500,000	915,364
Promotion and Development	282,210	-	35,969	(246,241)
Development Services	3,086,144	-	-	(3,086,144)
Debt Forgiveness	-	-	-	-
Interest on Long-Term Debt	77,293	-	-	(77,293)
Total Governmental Activities	<u>\$ 4,503,064</u>	<u>\$ 229,099</u>	<u>\$ 1,535,969</u>	<u>(2,737,996)</u>
General Revenues:				
Taxes:				
Sales				4,889,047
Investment Earnings				237,805
Gain (loss) on Sale/Retirement of Capital Assets				1,103,219
Miscellaneous				<u>564,243</u>
Total General Revenues				<u>6,794,314</u>
Change in Net Position				4,056,318
Net Position at Beginning of Year				<u>18,378,017</u>
Net Position at End of Year				<u>\$ 22,434,335</u>

The notes to the financial statements are an integral part of this statement.

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**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
COMPARATIVE BALANCE SHEET
SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<u>Assets</u>		
Cash - Operations (Note B)	\$ 1,811,608	\$ 3,778,372
Investments (Note B)	6,617,247	5,235,190
Accounts Receivable (Net)	10,520	34,840
Due from City of Weslaco, Texas	835,773	414,723
Grant Receivable	-	1,500,000
Assets Held for Resale (Note B)	20,398,569	18,268,268
Land Escrow	-	250,000
Restricted Cash and Cash Investments	1,153,744	-
Long-Term Note Receivables (Note C)	1,044,412	2,444,031
	<u>31,871,873</u>	<u>31,925,424</u>
Total Assets	<u>\$ 31,871,873</u>	<u>\$ 31,925,424</u>
 <u>Liabilities, Deferred Inflows of Resources, and Fund Balance</u>		
Accounts Payable	\$ 24,985	\$ 26,857
Contracts Payable	-	1,174,624
Payroll Taxes Payable	-	-
Prepaid Rents	-	-
	<u>24,985</u>	<u>1,201,481</u>
Total Liabilities	<u>24,985</u>	<u>1,201,481</u>
Deferred inflows of resources		
Deferred revenue	<u>1,044,412</u>	<u>2,444,031</u>
Fund Balance		
Non-Spendable	20,398,569	18,268,268
Assigned		
Bond Reserve	1,153,744	-
Unassigned	<u>9,250,163</u>	<u>10,011,644</u>
Total Fund Balance	<u>30,802,476</u>	<u>28,279,912</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u>\$ 31,871,873</u>	<u>\$ 31,925,424</u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO STATEMENT OF NET POSITION
SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Total fund balance - total governmental funds	\$ 30,802,476	\$ 28,279,912
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.	4,065,581	4,212,961
Long-term note receivables are not available to pay for current period expenditures therefore are not reported as available resources but are off-set as deferred revenues.	1,044,412	2,444,031
Interest payable on long-term debt does not require current financial resources. Therefore interest payable is not reported as a liability in governmental funds balance sheet.	(2,966)	(15,531)
Long-term liabilities are not due and payable in the current period and, therefore, they are not reported in the governmental funds balance sheet.		
Due in one year	\$ 94,749	
Due in more than one year	8,423,724	(12,954,194)
GASB 87, Lease Recognition		
Intangible Asset: Building-Right of Use - City of Weslaco	<u>375,174</u>	<u>467,156</u>
Net position of governmental activities	<u><u>\$ 27,766,204</u></u>	<u><u>\$ 22,434,335</u></u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Revenues		
Taxes:		
Sales	\$ 5,020,201	\$ 4,889,047
Investment Income	469,834	237,805
Program Income (Net)	3,330,412	1,574,252
Miscellaneous	40,783	64,243
Total Revenues	<u>8,861,230</u>	<u>6,765,347</u>
Expenditures		
Current:		
Development Services	1,956,804	4,277,193
Capital Outlay	-	8,963
Debt service:		
Principal Retirement	4,862,331	1,246,799
Interest and Fiscal Charges	38,123	81,278
Total Expenditures	<u>6,857,258</u>	<u>5,614,233</u>
Excess (Deficiency) of Revenues Over Expenditures	2,003,972	1,151,114
Other Financing Sources (Uses)		
Note/Bond Proceeds	518,592	11,858,409
Capital Grant	-	1,500,000
Lawsuit Settlement	-	500,000
Total Other Financing Sources (Uses)	<u>518,592</u>	<u>13,858,409</u>
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	2,522,564	15,009,523
Fund Balances at Beginning of Year	<u>28,279,912</u>	<u>13,270,389</u>
Fund Balances at End of Year	<u><u>\$ 30,802,476</u></u>	<u><u>\$ 28,279,912</u></u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Net change in fund balances-total governmental funds	\$ 2,522,564	\$ 15,009,523
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures along with long-term note advances. However, in the government-wide statement of activities and changes in net position, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of capital assets recorded in the current period.	-	8,963
Long-term note advances. (Repayments)	(1,399,619)	(205,965)
Government funds do not report the retirement of fixed assets. In the Government-wide Statement of Revenues, Expenditures and Changes in Fund Balance this is the amount of fixed assets retired in the current period.	-	-
Depreciation expense on capital assets is reported in the government-wide statement of activities and changes in net position, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditure in governmental funds.	(147,380)	(148,578)
The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.	4,343,739	(10,611,610)
Note Proceeds	\$ 518,592	
Long-Term Principal	4,862,331	
Accrued interest expense on long-term debt is reported in the government-wide statement of activities and changes in net position, but does not require the use of current financial resources; therefore, accrued interest expense is not reported as expenditures in governmental funds.	12,565	3,985
Other reconciling items related to GASB 87, Leases Recognition	-	-
Changes in net position of governmental activities	<u>\$ 5,331,869</u>	<u>\$ 4,056,318</u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	2024				2023
	Budget			Variance Favorable (Unfavorable)	Actual
	Original	Final	Actual		
Revenues					
City Sales Tax	\$ 4,740,000	\$ 4,740,000	\$ 5,020,201	\$ 280,201	\$ 4,889,047
Investment Income	330,766	330,766	469,834	139,068	237,805
Program Income	3,523,150	3,523,150	3,330,412	(192,738)	1,574,252
Other Income	61,625	61,625	40,783	(20,842)	64,243
Total Revenues	8,655,541	8,655,541	8,861,230	205,689	6,765,347
Expenditures					
Economic Development Expenditures	7,252,067	6,956,086	6,857,258	98,828	5,614,233
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	1,403,474	1,699,455	2,003,972	304,517	1,151,114
Other Financing Sources (Uses)					
Note/Bond Proceeds	-	-	518,592	518,592	11,858,409
Capital Grant			-	-	1,500,000
Lawsuit Settlement	-	-	-	-	500,000
Total Other Financing Sources (uses)	-	-	518,592	518,592	13,858,409
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	\$ 1,403,474	\$ 1,699,455	2,522,564	\$ 823,109	15,009,523
Fund Balance, October 1			28,279,912		13,270,389
Fund Balance, September 30			\$ 30,802,476		\$ 28,279,912

The notes to the financial statements are an integral part of this statement.

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NOTES TO FINANCIAL STATEMENTS

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**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Economic Development Corporation of Weslaco was merged and incorporated July 2, 2002, under the provisions of the Development Corporation Act of 1979, as amended. The Economic Development Corporation of Weslaco is authorized by its charter to provide, assist, and enhance orderly and proper economic and industrial activities for the City of Weslaco. Its focus is in the areas of business retention and expansion, formation of new businesses, business attraction, facilitation or constructing facilities and the enhancement of community assets.

The Economic Development Corporation of Weslaco is governed by the general laws of Texas for non-profit corporations incorporated under the Texas Non-Profit Corporation Act.

The Economic Development Corporation of Weslaco is a component unit of the City of Weslaco. This is due to its financial interdependence with the City. As a component unit of the City, it is included as a Special Revenue Fund in the City's general purpose financial statements.

(a). Basis of Presentation

The accounting policies of The Economic Development Corporation of Weslaco conform to generally accept accounting principles as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The corporation-wide financial statements (the statement of net position and the statement of changes in net position) report information on all the activities of the Corporation. Corporation activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given program and (2) operating or capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

i. Fund Accounting/Special Revenue Fund

The accounts for the Corporation are organized on the basis of a special revenue fund. Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to finance specific activities.

ii. Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured: basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The corporation-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net position and the operating statements present increases (revenues) and decreases (expenses) in net total assets. Under the accrual basis of accounting, revenues are recognized when earned. Expenses are recognized at the time the liability is incurred.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

The revenues susceptible to accrual are rents, leases, charges for service, interest income and intergovernmental revenues. Sales taxes collected and held by the state at year-end on behalf of the government are also recognized as revenue. All other governmental fund revenues are recognized when received.

Cash and Cash Equivalents

The Economic Development Corporation of Weslaco considers all short-term investments with an original maturity of three months or less to be cash equivalents.

Investments

In accordance with provisions of GASB Statement No. 31, "Accounting and Financial Reporting for Certain Investments and External Investment Pools," investments are reported at fair value, which is determined by market value. Certificates of deposits are reported at carrying amount which reasonably estimates fair value.

Credit Risks

Custodial Credit Risk

Deposits and Certificates of Deposits

Custodial credit risk refers to the risk that in the event of a bank failure, the agency's deposits may not be returned to it.

In accordance with The Economic Development Corporation of Weslaco's fiscal policy as approved by the Board, the agency maintains demand and time deposits through a local depository bank that are members of the Federal Reserve System.

At no time during the fiscal year did the agency deposits go over the Federal Deposit Insurance Corporation (FDIC) insurance of \$250,000 and pledged securities.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Interest Rate Risk

The Economic Development Corporation of Weslaco (EDC) has not developed a formal investment policy limiting investment maturities as a means of limiting its exposure to fair value losses arising from increasing interest rates.

Concentration of Credit Risk

Financial instruments that potentially subject the Corporation to credit risk consist principally of leases receivable. The Corporation is engaged in long-term operating leases with companies located in Weslaco, Texas. However, concentration of credit risk associated with related leases receivable is limited due to the Corporations' small number of customers and wide range of industries and locations served.

Prepaid Expenses

Expenditures made to third party vendors for goods and services that will benefit period beyond the end of the fiscal year are recorded as prepaid items.

Revenues and Revenue Recognition

Substantially all of the Corporation's revenues are derived from sales taxes, and the leases on buildings. The Economic Development Corporation of Weslaco operates in both environments, using private and governmental resources.

Income Taxes

The Economic Development Corporation of Weslaco is exempt from income taxes under Section 501 (c) (6) of the Internal Revenue Code. Therefore, no provision for income taxes has been made in these financial statements. The Corporation is exempt from filing Form 990 as of May 23, 2024.

Uses of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Comparative Data

Comparative data from the prior year has been presented in the financial statements and note disclosures in order to provide an understanding of changes in the Corporation's financial position and operations.

Reclassification

Certain items in the prior year report have been reclassified to conform to current year classifications. Such reclassifications had no effect on previously reported net income.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE B. DEPOSITS AND INVESTMENTS

Deposits- It is the Corporation's policy, as well as a requirement in its Depository Agreement, for deposits plus accrued interest thereon to be 102% secured by collateral valued at fair value, less the amount of the Federal Deposit Insurance Corporation insurance. The Corporation's deposits, including certificates of deposit, were fully insured, or collateralized as required by the state statutes at September 30, 2024. At year-end, the carrying amounts of the Corporation's deposits were \$1,811,608, and the respective bank balances totaled \$1,898,291, along with \$7,770,991 in Certificates of Deposits. Of the total bank balance, \$250,000 was covered by Federal Depository Insurance Corporation (FDIC), and by collateral with a value of \$16,649,178 (\$13,603,375 held under Texas Regional Bank and \$3,045,803 under Lone Star National Bank).

The collateral is held by Federal Homeland Bank of Atlanta, Georgia in the Corporation's name under a joint safekeeping agreement with Texas Regional Bank of Weslaco, Texas, and held by FHN Financial in the Corporation's name under a joint safekeeping agreement with Lone Star National Bank of Weslaco, Texas

Investments - State statutes, city bond ordinances, city resolutions, and an investment policy adopted by The Economic Development Corporation of Weslaco Board authorize EDC's investments. The Board is authorized to invest in obligations of the United States of America, its agencies and instrumentalities, direct obligations of the State of Texas and agencies thereof, obligations of the states (agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating equivalent), certificates of deposit of state and nationally banks domiciled in Texas, fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by law, and commercial paper with a 270 day limit and an AIP1 rating by two rating agencies.

The Corporation has invested in Certificates of Deposits as interest rates have increased in the year.

Assets Held for Resale is the development of Mid Valley International Industrial Park (MVIIP). The initial purchase of 142 acres was \$5,346,926, which will include 8 commercial (1 acre) lots and 17 industrial (4-25acres) lots. In prior years, the infrastructure costs were \$19,551,649 with \$1,283,381 in sales cost. In 2024, the Corporation incurred additional infrastructure costs of \$3,633,191, for a total of \$23,212,340 in MVIIP costs. In the current fiscal year, the Corporation sold four (4) lots for \$3,176,195, with a cost basis of \$1,530,390. At September 30, 2024, the adjusted Assets Held for Resale balance was \$20,398,569.

The Corporation's investments carried at cost basis at September 30, 2024, and 2023:

	2024	2023
Investments:		
Certificate of Deposits	\$ 6,617,247	\$ 5,235,190
Certificate of Deposits-Restricted	1,153,744	-
Assets Held for Resale	20,398,569	18,268,268
Total Investments	<u>\$ 28,169,560</u>	<u>\$ 23,503,458</u>

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE C. NOTE RECEIVABLES

As an inducement to expand their business operations to the City's Industrial Park, The Economic Development Corporation of Weslaco (EDC), accepted notes from various businesses. These notes are for cash loans, and sale of industrial park lots. The loans carry various credits incentives up to the amounts of the loans and sometimes beyond the initial loans. The credits vary by individual entities. The credits involve construction of buildings, leasing of existing properties at the industrial park, employing local residents and the purchase of goods and services from merchants in the local area. All notes receivable carry incentives to the extent of the note receivable balance.

The following is a summary of notes receivable payable to the Corporation at September 30, 2024:

Name	Note Receivables	Governmental Deferred Inflows of Resources	
Valley Striping	\$ 57,636	\$ 57,636	*
CIL Hangars, LLC	97,361	97,361	*
LRGVDC (Building Sale)	889,415	889,415	*
City of Weslaco	-	-	*
Total Note Receivables	<u>\$ 1,044,412</u>	<u>\$ 1,044,412</u>	

The economic incentive portion of the note receivable balances have been recognized as expenditures in current year operations, as well as the long-term note receivable advance. As the entities earn their incentives, the note balances will be reduced accordingly, with an equal offset to deferred revenues. This is to control compliance with the agreements. The long-term note receivable principal payments will be recognized as revenues, with an equal offset to deferred revenues. The rest of the note balances are to be collected in cash.

* Note balances with deferred component \$ 1,044,412

NOTE D. GASB 87 – LEASES

In June 2017, the GASB issued GASB No. 87, Leases, effective for fiscal years beginning after December 15, 2019, however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 87 to reporting periods beginning after June 15, 2021. This Statement establishes a single model for lease accounting based on the principle that leases are financing of the right to use an underlying asset. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities based on the payment provisions of the contract.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE D. GASB 87 – LEASES (CONTINUED)

In September 2018, the Weslaco Economic Development Corporation entered into a long-term sub lease agreement with the Board of Regents of the University of Texas Systems for the use of the University of Texas, Rio Grande Valley. The UTRGV Center for Innovation and Commercialization (CIC) offices are to be used by new business developers in providing the necessary resources and support systems to the Community. The UTRGV center also provides offices for the PHD business program. The leased property is a building with approximately 21,754 square feet. The term of the lease is 120 months with options to extend another 120 months intervals for \$17,780 per month.

The Weslaco Economic Development Corporation has committed to receive the following:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 193,684	\$ 19,683	\$ 213,367
2026	199,545	13,822	213,367
2027	205,583	7,784	213,367
2028	175,459	2,347	213,367
Total	<u>\$ 774,271</u>	<u>\$ 43,636</u>	<u>\$ 853,468</u>

The Weslaco Economic Development Corporation also has an agreement with the City of Weslaco, Texas to reimburse the City of Weslaco, Texas for \$8,651 on a monthly basis for the term of its lease with the University of Texas Systems.

The Weslaco Economic Development Corporation has committed to disburse the following:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 94,749	\$ 9,063	\$ 103,812
2026	97,600	6,212	103,812
2027	100,538	3,274	103,812
2028	82,287	4,223	86,510
Total	<u>\$ 375,174</u>	<u>\$ 22,772</u>	<u>\$ 397,946</u>

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE E. FIXED ASSETS

A summary of changes in general fixed assets follows: (See Note A-D for accounting and reporting policies).

	Balance October 1, 2023	Additions	Retirements	Balance September 30, 2024
Land	\$ -	\$ -	\$ -	\$ -
Furniture & Equipment	181,042	-	-	181,042
Automobiles	56,694	-	-	56,694
Leasehold Improvements				
BVEC	1,702,775	-	-	1,702,775
UTRGV-CIC	3,288,530	-	-	3,288,530
	5,229,041	-	-	5,229,041
Accumulated Depreciation	(1,016,080)	\$ 147,380	\$ -	(1,163,460)
Fixed Assets, Net of Depreciation	<u>\$ 4,212,961</u>			<u>\$ 4,065,581</u>

NOTE F. COMPENSATED ABSENCES

It is the policy of the Economic Development Corporation of Weslaco that employees with one or more years of service are provided with twenty-four days of paid time off per fiscal year. The paid time off can be taken for any reason, subject to the approval of the Executive Director. Paid time off is a benefit that does not accrue from year to year.

NOTE G. CHANGES IN LONG-TERM DEBT ACCOUNT GROUP

The following is a summary of bonded and other debt transactions of the Corporation for the year beginning October 1, 2023, and ending September 30, 2024:

	Balance, October 1, 2023	Issues or Additions	Payments or Expenditures	Balance, September 30, 2024	Due Within One Year
Revenue Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
Notes Payable	12,487,038	518,592	4,862,331	8,143,299	-
Lease	467,156	-	91,982	375,174	94,749
Total Revenue Bonds and Notes Payable	<u>\$ 12,954,194</u>	<u>\$ 518,592</u>	<u>\$ 4,954,313</u>	<u>\$ 8,518,473</u>	<u>\$ 94,749</u>

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE G. CHANGES IN LONG-TERM DEBT ACCOUNT GROUP (CONTINUED)

The following is a detail of the notes payable of \$8,143,299 at September 30, 2024:

	<u>2024</u>	<u>2023</u>
<u>Notes Payable</u>		
A Master line of credit with Texas Regional Bank for up to \$12,000,000 for the development of Mid Valley International Industrial Park including monthly interest payment at 2.95% for 5 years. Monthly interest payments are due beginning September 1, 2023 until August 1, 2026, at which unpaid principal and interest is due. The Corporation has budgeted to pay a monthly principal payment in the 2024-2025 fiscal year.	\$ 8,143,299	\$ 11,408,409
A note payable to L. Hansen dated May 4, 2021, \$1,626,170 for the purchase of 46.462 acres of land. The terms of the note include principal and interest payments of \$54,473, that begin January 15, 2022, and continuing quarterly thereafter until October 15, 2026, when the entire balance, principal and interest will be due and payable. The balance of \$1,078,629 was paid in full on March 4, 2024.	<u>-</u>	<u>1,078,629</u>
Total Revenue Bonds and Note Payable	<u><u>\$ 8,143,299</u></u>	<u><u>\$ 12,487,038</u></u>

Line of Credit

On August 12, 2021, the Economic Development Corporation of Weslaco entered into a Sales and Use Tax Revenue Note with Texas Regional Bank under a Master line of Credit up to \$12,000,000. The note bears a 2.95% per annum calculated on a per annum basis of a 360-date year, which is calculated monthly, commencing September 1, 2021, and continuing regularly and monthly thereafter until August 1, 2026, when the entire amount thereof, principal and accrued interest then remaining unpaid, shall be due and payable. In the current fiscal year, the Corporation was advanced \$141,591. As of September 30, 2024, the Economic Development Corporation of Weslaco had an outstanding balance of \$8,143,299.

Line of Credit 2

On August 21, 2023, the Economic Development Corporation of Weslaco entered into a Sales and Use Tax Revenue Note with Texas Regional Bank under a Master line of Credit up to \$6,000,000. The note bears a 6.95% per annum calculated on a per annum basis of a 360-date year, which is calculated monthly, commencing September 1, 2023, and continuing regularly and monthly thereafter until August 1, 2026, when the entire amount thereof, principal and accrued interest then remaining unpaid, shall be due and payable. In the current fiscal year, the Corporation was advanced \$377,001. On December 15, 2023, the Corporation paid the line of credit in full. As of September 30, 2024, the Economic Development Corporation of Weslaco had an outstanding balance of \$-0-.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE G. CHANGES IN LONG-TERM DEBT ACCOUNT GROUP (CONTINUED)

EDA Grant

On August 2, 2022, The Economic Development Corporation of Weslaco, Texas accepted a \$1,500,000 Department of Commerce's Economic Development Corporation Investment Grant and pledged \$375,000 for a total project cost of \$1,875,000. The grant is for the development of the Mid-Valley International Industrial Park (MVIIP). The grant comes with very specific conditions and a 60-month period of performance. As of September 30, 2024, the Economic Development Corporation of Weslaco, Texas expended the \$1,500,000 and has a receivable of \$1,500,000. The grant receivable was received on January 16, 2024.

NOTE H. COMMITMENTS

The Economic Development Corporation of Weslaco extended economic incentives to the following entities as follows:

<u>Monetary Incentives</u>	<u>Commitment</u>	<u>Adjustments</u>	<u>Paid in Prior Years</u>	<u>Paid in Current Year</u>	<u>Balance Due</u>
A3H Foods II, LP (Project Ahmed)	\$ 150,000	\$ -	\$ -	\$ 14,750	\$ 135,250
Agree Limited PTP (Harbor Freight)	106,378	-	70,918	35,460	-
Aaron Garcia	23,221	(6,863)	-	8,179	8,179
CIL Fresh	93,000	(6,810)	31,000	41,190	14,000
City of Weslaco (Parks)	1,000,000	-	400,000	100,000	500,000
Clean Label LLC (Project Falcon)	362,300	(181,050)	90,626	45,313	45,311
Clever Foods & Supplements, LLC (Energy)	252,700	-	123,600	76,550	52,550
Clever Foods & Supplements, LLC (Eagle 2.0)	384,000	-	-	-	384,000
De Figs (Project Pink)	48,256	(3,000)	38,256	7,000	-
Johnson Controls	352,000	-	-	-	352,000
Kapal, LLC	31,328	-	8,828	11,250	11,250
Kapal Millwork	62,414	-	48,114	14,300	-
La Abuela Mexican Food, Inc.	129,000	(60,000)	46,000	23,000	-
Magx Science Holdings, LLC	387,450	-	-	-	387,450
OL RE Holdings, Inc.	96,000	-	32,000	32,000	32,000
Payne Dealer Group (Airport)	70,900	-	-	-	70,900
RL Lozano Leasing (Project Myra)	101,300	(8,038)	26,841	-	66,421
South Point Plaza II	344,185	-	-	-	344,185
Shops at N Bridge	781,435	-	97,407	110,790	573,238
Shops at Westgate	455,532	(45,004)	-	8,996	401,532
Tortilleria & Carniceria Nuevo Progreso	49,000	(316)	-	24,342	24,342
Z&L Enterprises (Tierra Santa Center)	207,000	(16,674)	117,884	63,442	9,000
Total Monetary Incentives	<u>\$ 5,487,399</u>	<u>\$ (327,755)</u>	<u>\$ 1,131,474</u>	<u>\$ 616,562</u>	<u>\$ 3,411,608</u>

Subsequent year balances of \$3,411,608 are contingent on the business entities maintaining agreed upon employment levels and other conditions of the loan/grant incentives. This amount is not recognized as a liability in the financial statements.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE H. COMMITMENTS (CONTINUED)

The Economic Development Corporation of Weslaco has extended economic incentives subsequent to September 30, 2024. The following is a list of economic incentives that the Corporation will incur in the fiscal year ending September 30, 2025:

<u>Mometary Incentives</u>	<u>Commitment</u>
STRU NNN, LLC	\$ 119,264
Kapal Industries	255,000
Weslaco Auto Mart	121,296
Fratelli BC Series, LLC	138,852
STFP, LLC	655,200
Cavendar's	375,000
Texas Pain Clinic	86,862
The Eatery	1,948
Total Monetary Incentives	\$ 1,753,422

NOTE I. LEASE COMMITMENTS

The Weslaco Economic Development Corporation also has commitments for leases from the following entities:

- UTRGV Center for Innovation and Commercialization (CIC) -offices to be used by new business developers by providing the necessary resources and support systems to the Community. The UTRGV center also provides offices for the PHD business program. The UTRGV-CIC contract began in August 2018.

	<u>UTRGV-CIC</u>	<u>TOTAL</u>
2025	\$ 213,367	\$ 213,367
2026	213,367	213,367
2027	213,367	213,367
2028	177,806	177,806

NOTE J. CONTINGENCIES

The Corporation is periodically involved in legal actions arising in the normal course of business. In the opinion of management, such matters will not have a material adverse effect upon the financial position of the Corporation.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE K. DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred inflows of resources, represents a consumption of net assets that applies to a future period (s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time.

<u>Deferred Inflows of Resources</u>	<u>Economic Development</u>	<u>Total</u>
Lease: UTRGV-CIC	\$ 774,270	\$ 774,270
Totals	<u>\$ 774,270</u>	<u>\$ 774,270</u>

At the governmental fund level, revenues that have been billed but not yet collected or collected within the availability period are reported as unavailable revenues.

These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The Corporation has 1 (one) category that qualified as deferred inflows of resources.

The following table describes the items and amounts:

<u>Deferred Inflows</u>	<u>Economic Development</u>	<u>Total</u>
Note Receivables	\$ 1,044,412	\$ 1,044,412
Totals	<u>\$ 1,044,412</u>	<u>\$ 1,044,412</u>

NOTE L. RISK MANAGEMENT

The Corporation is exposed to various risks of loss to torts, theft of, damage to and destruction of assets; errors or omissions; injuries to employees; and natural disasters. During fiscal year 2024 and 2023, the Corporation purchased commercial insurance to cover general liabilities. There were no significant reductions in coverage from the previous year. Furthermore, the Corporation is not aware of any pending claims for which liability would exceed the limits of commercial insurance coverage.

NOTE M. RELATED PARTY TRANSACTIONS

City of Weslaco, Texas – Note Receivable

On November 20, 2019, the Economic Development Corporation of Weslaco entered into a Promissory Note to the City of Weslaco, Texas for \$1,450,810 for the purchase of land. The note is payable in annual installments of \$53,765, with a balloon payment of \$1,181,986, with interest of 3.00%. The balance of \$1,289,515 was paid in full on February 13, 2024.

City of Weslaco – Intangible Assets: Building -Right of Use

The Economic Development Corporation of Weslaco also has an agreement with the City of Weslaco, Texas to reimburse the City of Weslaco for \$8,651 on a monthly basis for the term of its lease with the University of Texas Systems. The total amount owed on the lease at September 30, 2024 is \$375,174.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

NOTE M. RELATED PARTY TRANSACTIONS (CONTINUED)

City of Weslaco – Park Project Development

On April 2, 2018, the Economic Development Corporation of Weslaco agreed to support the City of Weslaco's Parks Project by providing the City of Weslaco a sum of \$500,000, payable annually in the amount of \$100,000. In the current fiscal year, the Economic Development Corporation of Weslaco extended the contract to \$1,000,000 and expended \$100,000, an accumulated total of \$500,000.

NOTE N. COVID-19 DISCLOSURE

The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad and negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. The Economic Development Corporation of Weslaco is closely monitoring its investment portfolio and its liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on the Corporation's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the Corporation's customers, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which the COVID-19 may impact the Corporation's financial position and changes in net assets and cash flows is uncertain and the accompanying consolidated financial statements include no adjustments relating to the effects of this pandemic.

NOTE P. SUBSEQUENT EVENTS

Subsequent to September 30, 2024, The Economic Development Corporation of Weslaco committed to \$1,753,422 of economic incentive agreements. The schedule can be found in Note H Commitments.

Subsequent events were evaluated through February 3, 2025, which is the date the financial statements were available to be issued.

INDIVIDUAL FUND STATEMENTS

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
COMPARATIVE BALANCE SHEET
SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<u>Assets</u>		
Cash - Operations	\$ 1,811,608	\$ 3,778,372
Investments (Note B)	6,617,247	5,235,190
Accounts Receivable (Net)	10,520	34,840
Due from City of Weslaco, Texas	835,773	414,723
Grant Receivable	-	1,500,000
Assets Held for Resale (Note B)	20,398,569	18,268,268
Land Escrow	-	250,000
Restricted Cash and Cash Investments	1,153,744	-
Long-Term Note Receivable (Note C)	<u>1,044,412</u>	<u>2,444,031</u>
Total Assets	<u><u>\$ 31,871,873</u></u>	<u><u>\$ 31,925,424</u></u>
 <u>Liabilities, Deferred Inflows of Resources, and Fund Balance</u>		
Accounts Payable	\$ 24,985	\$ 26,857
Contracts Payable	-	1,174,624
Payroll Taxes Payable	-	-
Prepaid Rents	<u>-</u>	<u>-</u>
Total Liabilities	<u>24,985</u>	<u>1,201,481</u>
Deferred inflows of resources		
Deferred revenue	<u>1,044,412</u>	<u>2,444,031</u>
Fund Balance		
Non-Spendable	20,398,569	18,268,268
Assigned		
Project Development	1,153,744	-
Unassigned	<u>9,250,163</u>	<u>10,011,644</u>
Total Fund Balance	<u>30,802,476</u>	<u>28,279,912</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u><u>\$ 31,871,873</u></u>	<u><u>\$ 31,925,424</u></u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>			<u>2023</u>
	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)	<u>Actual</u>
Revenues				
City Sales Tax	\$ 4,740,000	\$ 5,020,201	\$ 280,201	\$ 4,889,047
Investment Income	330,766	469,834	139,068	237,805
Program Income (Net)	3,523,150	3,330,412	(192,738)	1,574,252
Other Income	61,625	40,783	(20,842)	64,243
Total Revenues	8,655,541	8,861,230	205,689	6,765,347
Expenditures				
Economic Development Expenditures	6,956,086	6,857,258	98,828	5,614,233
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	1,699,455	2,003,972	304,517	1,151,114
Other Financing Sources (Uses)				
Note/Bond Proceeds	-	518,592	518,592	11,858,409
Capital Grant	-	-	-	1,500,000
Lawsuit Settlement	-	-	-	500,000
Total Other Financing Sources (uses)	-	518,592	518,592	13,858,409
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	<u>\$ 1,699,455</u>	2,522,564	<u>\$ 823,109</u>	15,009,523
Fund Balance, October 1		28,279,912		13,270,389
Fund Balance, September 30		<u>\$ 30,802,476</u>		<u>\$ 28,279,912</u>

The notes to the financial statements are an integral part of this statement.

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SCHEDULE OF EXPENDITURES

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Administration		
Personal services	\$ 91,721	\$ 90,639
Other services & charges	<u>82,436</u>	<u>153,043</u>
Total Administration	<u>174,157</u>	<u>243,682</u>
Property Management		
Personal services	196,835	175,698
Other services & charges	<u>427,654</u>	<u>489,459</u>
Total Property Management	<u>624,489</u>	<u>665,157</u>
Promotion & Development		
Personal services	154,459	130,792
Other services & charges	<u>199,371</u>	<u>151,418</u>
Total Promotion & Development	<u>353,830</u>	<u>282,210</u>
Contract Services-Funding of Economic Development Projects:		
South Texas College	19,095	36,000
Vida Grant	70,000	70,000
RGV Partnership	5,000	-
Valley Nature Center	12,000	-
Ted Sunderland	-	15,000
Gabo TX Development	-	10,000
Advantage Healthcare Consultng	-	9,624
Affordable Homes of South Texas	-	6,895
Moran's Boots & Leather	-	1,575
Texas Legal Aid	-	1,100
Andrew Bermudez	2,190	-
Super 8	4,800	-
Valley Trophies	4,925	-
Olicar Properties	7,634	-
Buzzed Bull Creamery	21,223	-
Casa Kevin	18,500	-
OTBG Realty	8,000	-
Weslaco Antique Mall	<u>14,400</u>	<u>-</u>
Total Contract Services	<u>187,767</u>	<u>150,194</u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF EXPENDITURES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Economic Incentives To Area Businesses: (Note F)		
A3H Foods, LP	\$ 14,750	\$ -
CIL Fresh, LLC	41,190	-
City of Weslaco (Hangar)	-	233,282
City of Weslaco (Sports Complex)	100,000	100,000
Clean Label, LLC	45,313	45,313
Clever Foods & Supplements	76,550	83,050
De Fig's Weslaco, LLC	7,000	22,628
Domain Development Corporation	-	-
Glazier's Beer & Beverage	-	2,250,000
Harbor Freight Tools	35,459	-
Kapal, LLC	11,250	8,828
Kapal Millwork	14,300	-
La Abuela Mexican Food, Inc.	23,000	-
OL RE Holdings, Inc.	32,000	32,000
Senor Barbas	8,179	-
Shops at North Bridge	110,790	97,407
Shops at Westgate	8,996	-
Tortilleria & Carniceria Nuevo Progreso	24,342	-
Z&L Enterprises, Inc.	63,442	63,442
Total Economic Incentives	<u>616,561</u>	<u>2,935,950</u>
Capital Outlay		
Furniture and Equipment	-	8,963
Total Capital Outlay	<u>-</u>	<u>8,963</u>
Debt Service		
Principal on Bonds and Notes (Note G)	4,862,331	1,246,799
Interest on Bonds and Notes	38,123	81,278
Total Debt Services	<u>4,900,454</u>	<u>1,328,077</u>
Total Expenditures	<u>\$ 6,857,258</u>	<u>\$ 5,614,233</u>

The notes to the financial statements are an integral part of this statement.

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SUPPLEMENTAL SCHEDULES

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SCHEDULE OF CHANGES IN NOTE RECEIVABLES

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**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF CHANGES IN NOTE RECEIVABLES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Note Receivables	Note Receivables 10/01/2023	Additions/ Adjustments	Deletions/ Retirements	Note Receivables 09/30/2024
Valley Striping	\$ 67,952	\$ -	\$ 10,316	\$ 57,636 *
CIL Hangers, LLC	115,434	-	18,073	97,361 *
LRGVDC (Building Sale)	971,130	-	81,715	889,415 *
City of Weslaco	1,289,515	-	1,289,515	- *
Total Note Receivable	<u>\$ 2,444,031</u>	<u>\$ -</u>	<u>\$ 1,399,619</u>	<u>\$ 1,044,412</u>
				 <u><u>\$ 1,044,412</u></u>

* Note balances with deferred component

The notes to the financial statements are an integral part of this statement.

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SCHEDULE OF GENERAL FIXED ASSETS

This schedule is established to account for the fixed assets owned by The Economic Development Corporation of Weslaco.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF GENERAL FIXED ASSETS
BY SOURCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
General Fixed Assets		
Land	\$ -	\$ -
Buildings & Infrastructure	4,991,305	4,991,305
Furniture & Equipment	237,736	237,736
Construction In Progress	<u>-</u>	<u>-</u>
Total General Fixed Assets (Note D)	<u><u>\$ 5,229,041</u></u>	<u><u>\$ 5,229,041</u></u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF CHANGES IN GENERAL FIXED ASSETS
BY FUNCTION AND ACTIVITY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	General Fixed Assets 10/1/2023	Additions	Retirements	General Fixed Assets 09/30/2024
Economic Development				
Land	\$ -	\$ -	\$ -	\$ -
Buildings & Infrastructure	4,991,305	-	-	4,991,305
Furniture & Equipment	237,736	-	-	237,736
Construction In Progress	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total General Fixed Assets	<u>\$ 5,229,041</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,229,041</u>

The notes to the financial statements are an integral part of this statement.

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SCHEDULE OF GENERAL LONG-TERM DEBT

This schedule records the principal outstanding on all general long-term debt obligations and the amount provided in future years.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF GENERAL LONG-TERM DEBT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Amount Available and to be Provided for the Payment of General Long-Term Debt		
Serial bonds, Notes Payable and Assumed Debt	\$ -	\$ -
Amount Available in Debt Service Fund	-	-
Amount to be provided	<u>8,518,473</u>	<u>12,954,194</u>
Total Available and to be Provided (Note E)	<u><u>\$ 8,518,473</u></u>	<u><u>\$ 12,954,194</u></u>
 General Long-Term Debt Payable Bonded Debt		
Sales Tax Revenue Bonds	<u>\$ -</u>	<u>\$ -</u>
Total Bonded Debt	<u>-</u>	<u>-</u>
 Long-Term Notes Payable		
Construction Loan-Texas Regional Bank	8,143,299	11,408,409
Note Payable-Hansen Property	-	1,078,629
Capital Lease	<u>375,174</u>	<u>467,156</u>
Total Long-Term Notes Payable	<u><u>8,518,473</u></u>	<u><u>12,954,194</u></u>
 Total General Long-Term Debt Payable	<u><u>\$ 8,518,473</u></u>	<u><u>\$ 12,954,194</u></u>

The notes to the financial statements are an integral part of this statement.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO (EDC)
SCHEDULE OF CHANGES IN GENERAL LONG-TERM DEBT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Balance October 1, 2023	Obligations Issued	Retired	Debt Service Fund Operations	Balance September 30, 2024
Amount Available and To Be Provided For Payment of Long-Term Debt					
Amount Available in Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Amount to be Provided for Retirement of Long- Term Debt	<u>12,954,194</u>	<u>518,592</u>	<u>4,954,313</u>	<u>-</u>	<u>8,518,473</u>
Total Available and to be Provided	<u><u>\$ 12,954,194</u></u>	<u><u>\$ 518,592</u></u>	<u><u>\$ 4,954,313</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 8,518,473</u></u>
General Obligation Debt Payable					
Sales Tax Revenue Bond	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Loan-Texas Regional Bank	11,408,409	518,592	3,783,702	-	8,143,299
Notes Payable	1,078,629	-	1,078,629	-	-
Capital Lease	<u>467,156</u>	<u>-</u>	<u>91,982</u>	<u>-</u>	<u>375,174</u>
Total General Obligation Debt Payable	<u><u>\$ 12,954,194</u></u>	<u><u>\$ 518,592</u></u>	<u><u>\$ 4,954,313</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 8,518,473</u></u>

The notes to the financial statements are an integral part of this statement.

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Standardized Agenda Request Form

Date of Meeting: March 5, 2025		Agenda Item No. (to be assigned by CSO): 2025-237	
From: Gabriel Perez			
Subject: Discussion and consideration regarding the purchase of a 2024 Ford Transit Cargo Van for the Animal Care Services Division through BuyBoard Contract #724-23 with Sam Pack's Five-Star Ford, at a total cost of \$70,814.22. (Staffed by Grant Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Gabriel Perez Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Stanton Foundation Van Purchase Memo, Stanton Foundation Van Quotes			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Adrian Gonzalez, Weslaco Commission
Through: Martin Garza, City Manager
From: Gabriel Perez, MPA, Grant Manager
Date: March 05, 2025
Subject: Discussion & Consideration regarding the purchase of a 2024 Ford Transit Cargo Van for the Animal Care Services Division, through the BuyBoard Contract# 724-23 with Sam Pack's Five Star Ford.

Item Explanation:

The Weslaco Animal Care Services Division seeks to enhance its operational efficiency by acquiring a 2024 Ford Transit Cargo Van. This vehicle will be purchased through the BuyBoard Contract #724-23 with Sam Pack's Five Star Ford at a total cost of \$70,814.22.

The purchase of this van will support staff in the safe and effective transportation of K9's, improving the division's overall service capabilities.

The cost of this purchase will be fully covered by the Stanton Foundation Grant, which was awarded to the City of Weslaco in the amount of \$80,000. The grant funds for this purchase are provided upfront via wire transfer, ensuring a streamlined procurement process and fiscal responsibility.

Recommendation:

Staff recommends approval of the purchase of the 2024 Ford Transit Cargo Van for the Animal Care Services Division under the awarded Stanton Foundation Grant.

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

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Austin Moore - Casey Marshall - Jorge Guerra - Alan Rosner

BuyBoard 724-23

End User: City of Weslaco

Sam Pack's Rep: Alan Rosner

Contact: Homer Rhodes

Date: 2/25/2025

Contact TN/Email hrhodes@weslacotx.gov

Phone # 956-447-2240

Product Description: 2024 Ford Transit Cargo Van - Medium Roof -

Color Code

White

A. Bid Line # #129

Base Price:

\$ 43,153.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	included		Long Wheel Base (148)	\$ 1,840.00
	Air Conditioning - Power Steering/Brakes	included		Window Tint (2)	\$ 259.00
	Medium Roof	included		No Glass	included
	Rear Compartment Lighting	\$ 75.00			
	Vinyl Floor	\$ 245.00			
	Tie Down	\$ 25.00			
	Pwer Heated Mirrors	\$ 160.00			
	Bluetooth with Sync 4	\$ 930.00			
	Safety Pkg	\$ 35.00			
	360 Degree Camera	\$ 1,000.00			
	Illuminated Visors	\$ 75.00			
	2 Additional Keys/Fobs	\$ 75.00			

Total of B. - Published Options \$ 4,719.00

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
	Shelving Pkg	\$ 6,270.00			
	Includes Partition				

Total of C. - Dealer Published Options \$ 6,270.00

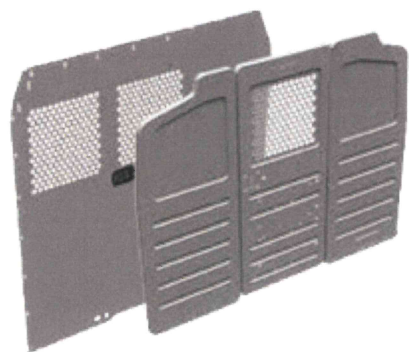
D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price
	Rear Air Conditioning - 60Max	\$13,500.00			

Off Menu Options limited to 25% of Published Price	Current %	24.93%	Total of D. - Off Menu Options	\$13,500.00
Delivery Charges		0 Miles @ \$1.99/mile		\$ -
Manufacturer Options Discount				\$ (235.95)
Requested aftermarket equipment listed in Section C and D				\$ -
Floorplan Expense	45 Days	\$10.15 Per Diem		\$ 456.58
Lot Insurance Expense	45 Days	\$10.15 Per Diem		\$ 456.58
Manufacturer Destination and Delivery				\$ 2,095.00
Total Each				\$ 70,414.22
Quantity Ordered	1	X F =		\$ 70,414.22
Administrative Fee				\$ 400.00
Trade In Allowance - Non-Equipment debits and credits				\$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$70,814.22











GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 02/06/2025
Buyer's Name City Of Weslaco
Co-Buyer's Name _____
Business Name City Of Weslaco
Address 200 S Kansas Ave
City & State Weslaco Zip 78596
Home Phone _____ Bus. Phone (956) 447-2240
Cell Phone _____ E-Mail hrhodes@weslacotx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # CF240612 Vin # 1GCWGAFP3R1292735
Year 2024 Make Chevrolet
Model Express Cargo Va Model Trim _____
Miles 10 Color Summit White
M.S.R.P. \$44,895.00 Discount \$4,984.00 O.S.P. \$39,911.00

Dealer Installed Accessories *

1. Delivery Fee	\$460.00
2. Buy Board Fee	\$400.00
3. DTAC a/c system with heat	\$11,800.00
4. Express Van Liner 135"	\$10,174.00
5. _____	_____
6. _____	_____
7. Buy Board Contract#724-23	_____

Selling Price	\$39,911.00
Plus Owed Accessories	\$22,834.00
Selling Price w/ Accessories	\$62,745.00
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____

Sub-Total	\$62,745.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$196.00
Balance Due on Trade-In	\$0.00

Documentary Fee	\$225.00
-----------------	----------

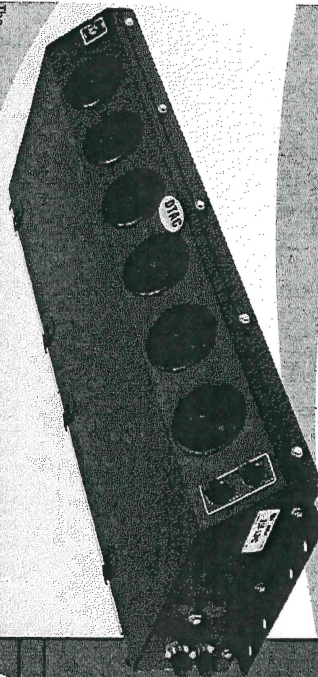
Total	\$63,166.00
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$63,166.00

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 02/06/2025

Buyer's / Co-Buyer's Signature: _____ Accepted _____

315 and 330 Series HEADLINER EVAPORATORS



CAD

The 315 and 330 Series include our most powerful and top rated headliner units engineered to meet the demands of larger cabs and harsh conditions. Each unit includes a high capacity coil and dual blower motors necessary to keep the operator comfortable. The CR Series feature remotely mounted controls which are optional for box van and other remote evaporator type applications.

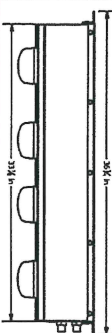
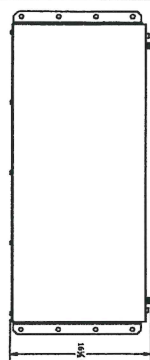
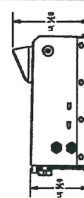
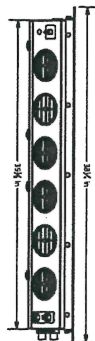
315-C Series
Most Popular Cool Only
in the 315 Series

315-CR Series
Cool Only
with Remote Switches

315-HC Series
Heat/Cool

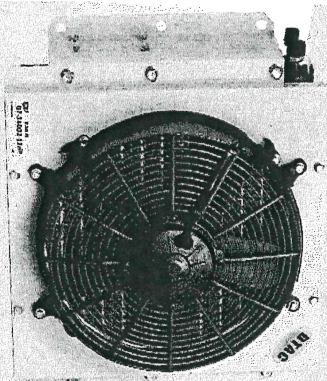
315-HCR Series
Heat/Cool with
Remote Switches

330 Series
Our highest Capacity Coil and Blower Assembly
Enclosed in a Fully Insulated Housing



BTU's	35,000 Cool	35,000 Cool	33,000 Cool & 22,000 Heat	33,000 Cool & 22,000 Heat	40,000 Cool & 35,000 Heat
Air Flow	410 CFM	410 CFM	410 CFM	410 CFM	465 CFM
Thermostat	Adjustable	Preset	Adjustable	Preset	Preset
Unit Controls	3 Speed fan switch and Rotary thermostat on unit	3 Speed fan switch on remote harness	3 Speed fan switch, Rotary thermostat and Heat/Cool Toggle Switch on unit	3 Speed fan switch and Heat/Cool Toggle Switch on remote harness	3 Speed fan switch and Heat/Cool Toggle Switch on remote harness
Motor	Dual - 3 Speed 12V - 24 AMPS @ 13.6 VDC 24V - 14 AMPS @ 27 VDC	Dual - 3 Speed 12V - 24 AMPS @ 13.6 VDC 24V - 14 AMPS @ 27 VDC	Dual - 3 Speed 12V - 24 AMPS @ 13.6 VDC 24V - 14 AMPS @ 27 VDC	Dual - 3 Speed 12V - 24 AMPS @ 13.6 VDC 24V - 14 AMPS @ 27 VDC	Dual - 3 Speed 12V - 25 AMPS @ 13.6 VDC 24V - 15 AMPS @ 27 VDC

34000 SERIES REMOTE POWERED CONDENSERS



The 34000 Series packs high performance in a lightweight low-profile package designed for light and medium duty applications. High capacity multi-flow condenser coils are protected by a sturdy steel case and cooled by high capacity, water resistant motors.

CAD		07-34002 Series Our Best Selling Low Profile Powered Condenser	07-34002-HP Series With Upgraded High Performance Motor	07-34006 Series Newest Addition Capable of Handling our Largest Evaporators	07-34008 Series Low-Profile Condenser with 14" Fan	07-34010 Series Our Lowest-Profile Condenser with 11" Fan
BTU's	35,000 Cool	35,000 Cool	35,000 Cool	40,000 Cool	35,000 Cool	25,000 Cool
Air Flow	1050 CFM	1500 CFM	Dual 1500 CFM Fans	790 CFM	690 CFM	
Motor	12V - 10.5 AMPS @ 13.6 VDC 24V - 5.3 AMPS @ 26.8 VDC 1 1/4"	12V - 25 AMPS @ 13.6 VDC 24V - Not Available 1 1/2"	12V - 50 AMPS @ 13.6 VDC 24V - Not Available Dual 1 1/2"	12V - 8.7 AMPS @ 13.6 VDC 24V - 5.3 AMPS @ 26.8 VDC 1 1/4"	12V - 8.2 AMPS @ 13.6 VDC 24V - 5 AMPS @ 26.8 VDC 1 1/8"	



Vehicle Locator

Detail Report for Customer

GUNN CHEVROLET, LTD.
16550 IH 35 NORTH, SELMA, TX, 78154
210-599-5000

Customer/Company:

City of Weslaco

Sales Consultant:

Address:

undefined

Vehicle #1: 2024 Chevrolet Express	VIN/Order #	MSRP	Stock #
	1GCWGAFP3R1292735	\$44,895.00	CF240612
Additional Vehicle Information			

Body Style: 2500 Cargo Van-CG23405

PEG: Gas Work Truck Equipment Group-1WT

Primary Color: Summit White-GAZ

Trim: Trim, Vinyl, Medium Pewter-93W

Engine: Engine, Gas 6 cyl, 4.3L-LV1

Transmission: Transmission, 8-Speed Automatic-MTH

Options: 110 Volt Electrical Receptacle, In Cab-KI4

Air Bags, Frontal, Driver & Rt Front. Passenger-AK5

Air Conditioning, Front Manual-C60

Alternator, 150 Amp-KG4

Audio System, AM/FM Stereo with MP3 Player-U0F

Auxiliary Lighting-TR9

Backup Alarm, 97 Decibels (SEO)-8S3

Cargo Tie-Downs, 6 D-Ring Attachments-5C6

Chevrolet-X88

Compass-U80

Console with Swing-out Storage Bin-BA3

Country Code-USA-EF7

Cruise Control-K34

Door, Swing-Out Pass. Side 60/40 Split-E24

Driver Convenience Package-ZQ3

EMISSION SYSTEM FEDERAL, TIER 3-NTB

Engine, Gas 6 cyl, 4.3L-LV1

Federal Emissions-FE9

Fleet Processing Option-FLT

Floor Covering, Vinyl, Frt & RR, Full Width-B38

Forward Collision Alert-UEU

GVWR-8600 LBS-C6P

Gas Work Truck Equipment Group-1WT

Glass, Fixed, Side and Rear Door-A13

Glass, Rear Door Window, Fixed-A12

Glass, Rear Doors & Side Cargo Doors, Fixed-ZW3

Head Curtain Side Airbags-ASF

Lane Departure Warning-UFL

License Plate Mounting Provisions, Front-VK3

Mirrors, Outside Heated Power-Adjustable, Black-

DE5

OnStar and Chevrolet Connected Services Capable-

UE1

Paint, Exterior Solid-ZY1

Parts Pkg Shipped Loose-AAC

Power Convenience Package-ZQ2

Power Door Locks-AU3

Power Windows-A31

Rear Axle, 3.42 Ratio-GU6

Rear Door Trim Panel-PPC

Rear Park Assist-UD7

Rear Vision Camera-UVC

Rearview Mirror, Partial Video Display-DRJ

Remote Keyless Entry-ATG

Seat: Front Bucket-AR7

Seating, Driver and Passenger, High-Back Bucket-

ZX2

Side Blind Zone Alert-UFT

Spare Key Set (SEO)-5H1

StabiliTrak, Stability Control System-JL4

Standard Body-ZW9

Summit White-GAZ

Theft Deterrent System-UTJ

Tilt-Wheel-N33

Tire Pressure Indicator-UJM

Tires, Front LT245/75R16E All-Season, B/W-XLP

Tires, Rear LT245/75R16E All-Season, B/W-YLP

Tires, Spare LT245/75R16E All-Season, B/W-ZLP

Trailer Hitch Weight Distributing Platform-VR4

Trailer Provisions, trailering wire harness only-UY7

Trailering Equipment, Heavy-Duty-Z82

Transmission, 8-Speed Automatic-MTH

Trim, Vinyl, Medium Pewter-93W

VIN MODEL YEAR 2024-WMY

Vehicle Fuel-Gasoline E10-FHO

Vinyl Sunshade-DAA

Wheel 16 X 6.5, Steel-QB5

Window Security Bar-ASB

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.