



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
WEDNESDAY, APRIL 2, 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, April 2, 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) Proclamation - Proclaiming the month of April as "Fair Housing Month"
 - 2) Recognition - Kayleen Garcia - a Weslaco East Girls Wildcats State Women's Powerlifting Championship.
 - 3) Recognition - Rheanna Rodriguez - a Weslaco Lady Panther State Women's Powerlifting Championship.
 - 4) Recognition for Hidalgo County Drainage District #1

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. Emergency Management Operations.
- B. Valley Risk Report - Roger Garza. Attachment.

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 March 5, 2025.
(Staffed by City Secretary Department.) Attachment.
- B. Approval to apply and accept the Walmart's Community Grant (Store #1041) in the amount of \$5,000 with NO MATCH and NO RECURRING cost to purchase police promotional items. (Staffed by Police Department.)
- C. Approval to apply and accept the Walmart's Community Grant (Store #6159) in the amount of \$2,000 with NO MATCH and NO RECURRING cost to purchase police promotional items. (Staffed by Police Department.)
- D. Approval of the affiliation and program agreement between Weslaco Fire Prevention-EMT Program and City of Pharr EMS to provide clinical learning experiences to students. (Staffed by Fire Department.)
- E. Approval of the affiliation agreement between Weslaco Fire Prevention-EMT Program and Valley Regional Medical Center to provide clinical learning experiences to students. (Staffed by Fire Department.)
- F. Approval of payment to Hidalgo County Elections Department in the amount of \$47,603.74 for the run-off General Election held December 14, 2024. (Staffed by City Secretary Department.)
- G. Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS). (Staffed by Library Department.)
- H. Approval to Amend the 2020 City of Weslaco Hazard Mitigation Plan to Include the 2018 Flood Master Plan and other drainage projects. (Staffed by City Manager.)
- I. Approval on Resolution 2025-34 for Amendments to the 2020 City of Weslaco Hazard Mitigation Plan for additional mitigation projects. (Staffed by City Manager.)

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2025-32 appointing a member to the

Board of Adjustment & Appeals. (Staffed by City Secretary.) Attachment.

- B. Discussion and consideration on Resolution 2025-33 for appointments of members to the Mayor Joe V. Sanchez Public Library Board. (Staffed by City Department.) Attachment.

VI. OLD BUSINESS

- A. Discussion and consideration after public hearing on behalf of Ismael Reyes to obtain a Wine and Malt Beverage Retail Dealer's On-Premises Permit, at 512 Professional Dr., also being Posada Subdivision, Unnumbered Lot, Weslaco, Hidalgo County, Texas. (This item was tabled on March 19, 2025; staffed by Planning & Code Enforcement Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to award base bid for RFB No. 2024-25-16 Kansas and Los Torritos Drainage Improvements Project to the lowest bidder, Mor-Will, LLC, in the amount of \$4,504,898.30. (Staffed by Engineering Department.) Attachment.
- B. Discussion and consideration to approve the Professional Services Agreement between City of Weslaco & Rafetlis Financial Consultants, Inc. for RFQ No:2024-25-09 Engineering / Planning Services to Conduct Feasibility Studies for Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances in the amount not to exceed \$269,308.00. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration to approve the Professional Services Agreement between City of Weslaco & Rafetlis Financial Consultants, Inc. for RFQ No:2024-25-09 Engineering / Planning Services to Conduct Feasibility Studies for Water, Wastewater, and Roadway Impact Fee Study in the amount not to exceed \$157,960.00. (Staffed by Planning & Code Enforcement Department.) Attachment. Attachment.
- D. Discussion and consideration for approval to solicit proposals from qualified insurance carriers and Third-Party Administrators (TPAs) for Fully Funded and self-insured plans, including Employee Assistance Programs (EAPs), Pharmacy Benefit Management (PBM), Stop-Loss Insurance, Workers' Compensation Insurance, and Property & Casualty Insurance and any other related products. (Staffed by Human Resources Department.) Attachment.
- E. Discussion and consideration to award the most advantageous proposals for RFP No.: 2024-25-17 for Solid Waste Secondary Disposal Service to Republic Services for transfer station and landfill disposal and UTW from Donna for tire disposal. (Staffed by Solid Waste Division)
- F. Discussion and consideration to purchase Toter residential bins from Sourcewell

contract# 041521 vendor Wastequip, in the amount of \$34,854. (Staffed by Public Works Department.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Legal Consultation – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.
- C. Legal Consultation – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Weslaco Municipal Police Union (WMPU) authorized by Section §551.071 of the Texas Government Code.
- D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.
- E. Real Property – Consultation with the City Attorney on the sale, exchange, lease or value of real property described as 60x100 feet of Right-of-Way situated between Morningside Addition Blocks 4 and 5, Weslaco, Hidalgo County, Texas, as authorized by Section §551.072 of the Texas Government Code.

- F. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at E Mile 5 North described as the net 7.09 acres out of the West Tract 9.688 acres being an irregular tract out of the E407.92'-W663.22'-N1210.73' EXC N209.42'-E208', out of Farm Tract 828, Weslaco Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- G. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Legal Beagle as authorized by Section §551.087 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 29th day of March 2025 on or before 7:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board

Date:

Initials:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-53	
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. Pastor Elias Garza from Calvary Christian Center will lead the invocation. C. Mayor will lead the Pledge of Allegiance; the 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:			



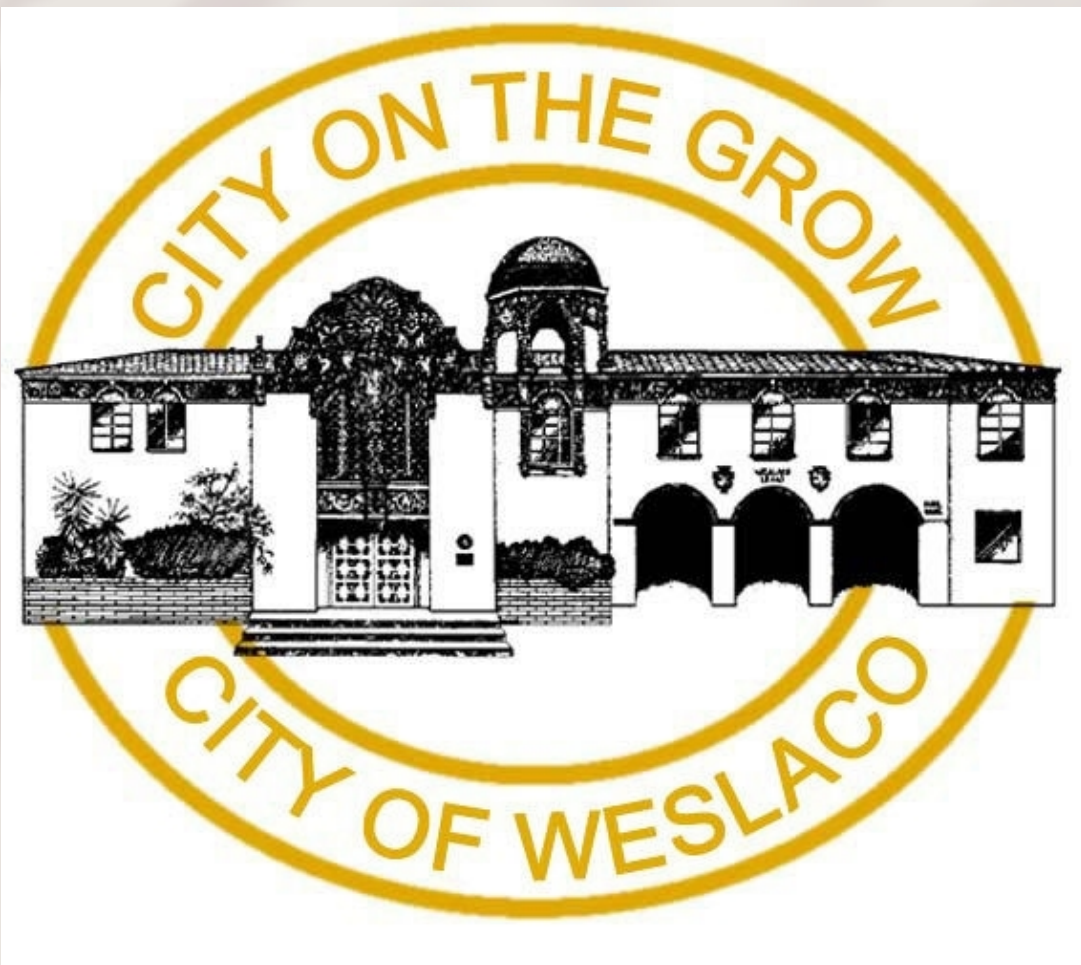
Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-312	
From:			
Subject: Emergency Management Operations.			
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: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-326	
From: Luz Galindo			
Subject: Valley Risk Report - Roger Garza.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Luz Galindo Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any: COW Health Insurance Quarterly Report (040225)			
Responsibilities upon Approval:			



City of Weslaco

Health Insurance Quarterly Report

October 2024 – February 2025

Plan Performance Year-to-Date

October to February

Paid Month	Feb-2025	Oct 2023 - Feb 2024	Oct 2024 - Feb 2025	% Change
Medical Paid	\$366,022	\$473,469	\$1,168,941	146%
Pharmacy Paid	\$77,130	\$112,503	\$235,505	109.3%
Other Fees	\$0	\$513	\$516	0.5%
Total Paid Claims	\$443,152	\$586,485	\$1,404,961	139.6%

Loss Ratio by Month

March 2024 to February 2025

Month	Premium	Medical Claims	Pharmacy Claims	Other Fees	Total Paid	Loss Ratio %
Mar-24	\$192,138	\$92,507	\$40,621	\$198	\$133,326	69.4%
Apr-24	\$196,499	\$128,894	\$32,311	\$200	\$161,405	82.1%
May-24	\$195,162	\$490,730	\$38,929	\$208	\$529,867	271.5%
Jun-24	\$193,015	\$100,785	\$28,187	\$182	\$129,154	66.9%
Jul-24	\$194,754	\$79,662	\$37,742	\$226	\$117,630	60.4%
Aug-24	\$194,795	\$633,727	\$44,858	\$6	\$678,591	348.4%
Sep-24	\$196,937	\$256,044	\$31,919	\$6	\$287,969	146.2%
Oct-24	\$208,307	\$313,057	\$34,956	\$1	\$348,014	167.1%
Nov-24	\$205,568	\$107,795	\$43,218	\$0	\$151,013	73.5%
Dec-24	\$210,976	\$186,425	\$24,137	\$265	\$210,827	99.9%
Jan-25	\$213,727	\$195,642	\$56,064	\$250	\$251,956	117.9%
Feb-25	\$215,692	\$366,022	\$77,130	\$0	\$443,152	205.5%
Total Paid	\$2,417,570	\$2,951,290	\$490,072	\$1,542	\$3,442,904	142.4%

Top 10 High-Cost Medications

October 2024 to February 2025

Current/ Prior Rank		Brand Name		Plan Therapeutic Class	Prescriptions	Utilizing Members	Ingredient Cost	Avg. Ingredient Cost/ Prescription (Current)	Avg. Ingredient Cost/ Prescription (Prior)	Generic Indicator	Rank by Volume
1	14	OZEMPIC	INJ 8MG/3ML	Incretin Mimetic Agents	17	4	\$15,766	\$927.43	\$896.31	NO	18
2	9	MOUNJARO	INJ 10MG/0.5	Incretin Mimetic Agents	15	3	\$13,599	\$906.58	\$904.53	NO	21
3	2	MOUNJARO	INJ 7.5/0.5	Incretin Mimetic Agents	12	3	\$12,205	\$1,017.11	\$928.61	NO	29
4	1	MOUNJARO	INJ 5MG/0.5	Incretin Mimetic Agents	11	3	\$11,105	\$1,009.57	\$970.22	NO	34
5	11	SYNJARDY XR	TAB	Antidiabetic Combinations	13	2	\$7,103	\$546.40	\$535.88	NO	26
6	4	MOUNJARO	INJ 2.5/0.5	Incretin Mimetic Agents	7	4	\$7,075	\$1,010.67	\$930.47	NO	78
7		VRAYLAR	CAP 3MG	Antipsychotics - Misc.	5	1	\$6,580	\$1,315.99		NO	190
8	8	OZEMPIC	INJ 2MG/3ML	Incretin Mimetic Agents	7	4	\$5,564	\$794.87	\$921.12	NO	81
9	3	PAXLOVID	TAB 300-100	Antiviral Combinations	4	4	\$5,444	\$1,360.99	\$1,338.34	NO	203
10	10	RYBELSUS	TAB 14MG	Incretin Mimetic Agents	6	1	\$5,234	\$872.27	\$881.40	NO	97
		All Other			2,843	374	\$99,271	\$34.92	\$31.39		
		Summary			2,940	375	\$188,946	\$64.27	\$52.52		

Source: BCBS Blue Insight Report (February 2025)

Prepared By: Valley Risk Consulting

Contributing Factors

➤ High-Cost Claims

- ✓ High-cost claims make up \$686,365, 49% of the total medical cost of \$1,404,961 YTD

➤ 6 of 12 months have a loss ratio above 100%, the highest at 348%

➤ Increase in GLP-1 medications (Mounjaro, Ozempic)

- ✓ Twenty-one (21) members make up \$65,314, 28% of the total pharmacy cost of \$235,505 YTD

Recommendations

- ✓ Request proposals for a Fully-Funded Health Insurance Plan **(send invitations to carriers)**
- ✓ Request proposals for a Self-Funded Plan option to be able to control the plan and implement cost-saving programs for Medical & Rx, normally not permitted under a Fully-Funded Plan
- ✓ Three (3) proposals will be solicited (Medical, Pharmacy Benefit Management (PBM) & Stop Loss Insurance)
- ✓ The city can offer a Preferred Pharmacy Program for high-cost medications available internationally (Ozempic, Jardiance, Farxiga, Synjardy, and many others). Potential savings on drug ingredient costs range from 45% to 65% **(request claims report for potential savings)**
- ✓ The city can enter a Direct Provider Contract with a local provider of Urgent Care/Primary Care under a (Negotiated Fee Schedule)
- ✓ Weight management, Disease management programs (diabetes & hypertension)

QUESTIONS????



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-58	
From:			
Subject: Approval of the Minutes of the Regular Meeting on March 5, 2025. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the regular meeting of March 5, 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	
City Manager Comments: Approve as recommended by staff subject to any comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: 250305 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MARCH 5, 2025**

On Wednesday, March 5, 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. (via zoom)
	Commissioner	JP Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Pete Garcia Jr.
	Commissioner	Josh Pedraza

ABSENT:	Commissioner	Adrian Farias
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STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Eric Flores	Interim City Attorney

Also present: Xavier Salinas, Asst. City Manager, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Joe Pedraza, Asst. Director of Planning and Code Enforcement, Arnold Becho, Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Armando Espinoza, Interim Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks and Recreation Director, Rick Mendoza, IT Director, Rosa Badillo, Court Coordinator, Lily Alvarez, Airport Director, 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, February 28, 2025.

B. Invocation.

Pastor Manuel Portillo, The Way of the Reemed 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 noted the absence of Commissioner Farias and a quorum present.

E. Mayoral recognition.

1) Recognition of Juan J. Serrano for his service on the Weslaco Economic Development Corporation Board.

Mayor Gonzalez and the City Commission recognized and thanked Juan J. Serrano for his service on the Weslaco Economic Development Corporation.

II. PUBLIC COMMENTS

None.

Mayor Gonzalez changed the order of the day and introduced New Business item A. There was no objection.

VI. NEW BUSINESS

A. Discussion and action on the confirmation and swearing in of the Weslaco Chief of Police. (Staffed by City Manager.)

Martin Garza, City Manager, thanked all in attendance for the confirmation in honoring and swearing in on the selection of Robert Lopez, who has over 25 years of law enforcement, as the new Police Chief for the City of Weslaco.

Commissioner Lopez seconded by Commissioner Garcia Jr. moved to confirm the appointment of Robert Lopez, Police Chief.

Samuel Sanchez, Municipal Court Judge, administered the oath of office to newly appointed Police Chief Robert Lopez.

Robert Lopez, Police Chief, thanked his family and all in attendance in supporting him on this occasion.

III. REPORTS

A. Weslaco Chamber of Commerce Visitor Center.

Barbara Jean Garza, CEO, reported the destination marketing report for March 2025 expenditures was \$12,614.99; reported on upcoming events for a ribbon cutting at Gibson Park, milestone 1 year anniversary for Senor Barbas; planning activities for Onion Fest beginning; reported on a major event being the Weslaco Royal Pageant that crowned six new ambassadors; presented the visitors center data and facility reservations; reported an International billboard in Mexico that states "Visit Weslaco" and submitted an application to "Keep Texas Beautiful" for a provisional affiliation license that will allow the city to be called "Keep Weslaco Beautiful" and have this affiliation requirements will need to be met.

B. Weslaco Economic Development Department.

Jorge Lozano, Weslaco EDC stated the month of February was a record breaking local sales tax collection of \$2.3million for the city that is considered taxable sales of \$118million; staff and

Board President, Sandra Charlton, traveled to Austin for RGV Day to promote regionalism and attended Weslaco Day at the Capital where city leaders met with state officials regarding current and future projects for the city; a new marketing grant available from WEDC for retail and commercial businesses inside city limits and encouraged business to go to their website and apply; an initiative with UTRGV CIC for a program called “Coffman Fast Track Program” to help give key skills to businesses and is a seven week program to begin in May; the new Walmart Fuel Station opened and the financial audit was completed.

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

No report.

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.)

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.)

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.)

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.)

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

Following are the captions for the Ordinance(s):

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.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE CITY TO NAME PROPERTY DONATED TO THE CITY AT THE CITY'S DISCRETION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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.

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.)

Norma A. Cantu, City Secretary, stated the nominee was from Commissioner Pedraza to appoint Robert S. Donalson to the Weslaco Economic Development Corporation.

Commissioner Lopez seconded by Commissioner Rodriguez moved to approve Resolution 2025-27 appointing Robert S. Donalson to the Weslaco Economic Development Corporation. The motion carried unanimously; Mayor Gonzalez was present and voting.

VI. NEW BUSINESS

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.)

Rick Mendoza, IT Director, stated this was a renewal of Microsoft suites that included Microsoft Word, Excel and Outlook and included the licenses for servers and databases that hold the entire data for all city departments. Staff recommended approval and is budgeted.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve renewal of Microsoft Office 365 suites in the amount of \$77,638.38 Contract#: DIR-CPO-5237. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Commissioner Rodriguez abstained from discussion and vote.

Omar Rodriguez, Parks and Recreation Director, stated the purchase will replace existing equipment and recommended approval.

Commissioner Pedraza questioned if the equipment being purchased from the vendor was a sole sourcing purchase that could prohibit repairs when needed to be done from a third party.

Omar Rodriguez stated this situation had occurred in the past, but this equipment (John Deere) is serviced locally as well as other locations across the Valley and if repairs are necessary the in-house mechanics will do and if unable the equipment would go to a local John Deere vendor.

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

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.)

Omar Rodriguez stated the expenditure would demolish and remove the existing concrete foundation of the drive-through bank by the contractor; work was not included as part of the project because it was going to be done in-house. Staff recommended the contractor do the demolition, do the required back-fill and compaction for the new parking lot and stated the City will haul-off and dispose of the debris.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Allowance Expenditure Authorization No. 1 in an amount not to exceed \$27,787 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

David Arce, Public Works Director, stated commission action approved solicitation of request for qualifications for the design and engineering of a metal canopy at public works; two responses were received, evaluated and ranked. Staff recommended approval to negotiate with the highest ranked firm Green, Rubiano & Associates and if negotiated fee is in the threshold allowance to approve the contract be awarded as well.

In response to Mayor Gonzalez, Martin Garza, City Manager, stated because this was a small project with only two respondents, a committee from the different Directors evaluated and ranked the qualifications; no presentations were done and recommended the commission accept staff recommendation based on review and rankings of the two firms.

In response to Commissioner Garcia Jr. the item was only to select a firm based on their statement of qualifications and negotiate a fee with approval to the City Manager to award if within the allowable threshold (\$25,000) and if not back to the commission for approval.

Commissioner Garcia Jr. seconded by Commissioner Rodriguez moved to approve negotiate with Green, Rubiano & Associates for engineering services and award contract if applicable. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Homer Rhodes, Purchasing Agent, stated this was final payment for the North Wastewater Treatment Plant Aeration Basin Rehabilitation Project in the amount of \$60,713.28. Staff recommended approval and noted contractor has submitted necessary documentation and was in order; project cost was \$725,662 and the city had a cost savings to the project of \$69,533.28.

In response to Commissioner Rodriguez, Steven Cruz, CB3, stated there were potential repairs noted that were not part of this project and were addressed to David Arce and Inframark.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve final payment to CB3, LLC in the amount of \$60,713.28 for the North Wastewater Treatment Plant Aeration Basin Rehabilitation Project as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration accepting and adopting the City Of Weslaco Water Conservation and Drought Contingency Plan. (Staffed by Planning and Code Enforcement Department.)

Joe Pedraza, Asst. Planning and Code Enforcement Director, stated Randy Winston, Sigler, Winston Greenwood, was in attendance.

Randy Winston, addressed the commission and went over the importance of a Water Conservation Plan and stated it is mandated by TCEQ and TWDB; went over the Drought Contingency Plan importance is to properly conserve available water supply in times of drought and water supply shortages and mandated by TCEQ; last adopted plan was in 2009 and went over key items used to update the plan such as population, water demands and analysis of water rights were a few; presented existing conditions of the Amistad/Falcon reservations and when water stages are triggered and stated Weslaco and other valley cities are implanting Hidalgo County's standards for water shortage stages; lastly overviewed surcharge fees would be established by the City that would occur if Stage 4 is triggered; the proposed plan would need final review from the Engineering Department, incorporate and changes, final plan approved by the Commission and then submitted to TCEQ for review.

Martin Garza voiced that the city was in the process of selecting a consultant to conduct a water rate study for recommendations on rates and questioned if the rates, fees, surcharge can be updated into the plan based on the outcome of the water rate study. Randy Winston recommended the current base fee be submitted and amend accordingly once the water rate study is completed and would be acceptable to the TCEQ.

Joe Pedraza recommended approval and the proposed surcharge would be amended accordingly based on the water rate study.

Commissioner Pedraza seconded by Commissioner Lopez moved to accept and adopt the City Of Weslaco Water Conservation and Drought Contingency Plan as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion to accept and file the Economic Development Corporation of Weslaco Audit Fiscal Year 2024. (Staffed by Economic Development Corporation of Weslaco.)

Jorge Lozano stated Garcia & Pena, CPA, were selected to conduct the independent audit report for Weslaco Economic Development Corporation fiscal year 2024.

Manuel Garcia, CPA, stated the audit included the financial statements of WEDC FY2024 and conducted in accordance with auditing standards and fairly represented; went over the comparative net position for FY23 and FY2024; FY2024 total assets were \$37,086,899, liabilities \$8,546,424 and a net position of \$27,766,204; presented the 5-year summary of revenues and expenditures and sales tax used for promotion and development from FY 2020 to FY2024.

Commissioner Pedraza seconded by Commissioner Lopez moved to accept and file the Economic Development Corporation of Weslaco Audit Fiscal Year 2024 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Commissioner Rodriguez abstained from vote and discussion.

Gabriel Perez, Grant Manager, stated a grant award in the amount of \$80,000 was received from the Stanton Foundation Grant for Animal Care Services; proceeds would be used to purchase 2024 Ford Transit Cargo Van equipped with an HVAC system and custom vehicle wrap; vehicle would be used to transport canines and staff to adoption events; two quotes were received and staff recommended approval to purchase through BuyBoard Contract #724-23 with Sam Pack's Five Star Ford at a total cost of \$70,814.22. Staff noted the vehicle will also have a 360-degree camera, shelving and partition operational equipment not offered with the lower quote and the Stanton Foundation has approved.

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

VII. EXECUTIVE SESSION

At 7:01 p.m. Commissioner Pedraza seconded by Commissioner Garcia Jr. moved to convene the regular meeting into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 7:51 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. 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 Weslaco Municipal Police Union (WMPU) authorized by Section §551.071 of the Texas Government Code.

No action.

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

No action.

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

No action.

IX. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Rodriguez moved to adjourn the regular meeting of March 5, 2025, at 7:52 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: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-293	
From: ROBERT LOPEZ			
Subject: Approval to apply and accept the Walmart's Community Grant (Store #1041) in the amount of \$5,000 with NO MATCH and NO RECURRING cost to purchase police promotional items. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-294	
From: ROBERT LOPEZ			
Subject: Approval to apply and accept the Walmart's Community Grant (Store #6159) in the amount of \$2,000 with NO MATCH and NO RECURRING cost to purchase police promotional items. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-297	
From:			
Subject: Approval of the affiliation and program agreement between Weslaco Fire Prevention-EMT Program and City of Pharr EMS to provide clinical learning experiences to students. (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: ETAB - AFFILIATION AND PROGRAM AGREEMENT March 2025 Pharr EMS			
Responsibilities upon Approval:			

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (“Agreement”) is made as of March 17, 2025 (the “Effective Date”) by and between City of Pharr, Texas, (“Affiliate”) and City of Weslaco Fire Prevention - EMT Program (“Educational Institution”). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the “EMS Program”);

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the “Facility”);

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program**. EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience (“Clinical Program”) component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate’s permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”);
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a “Rotation”);

- (iii) provide training for Affiliate’s representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate’s patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students’ performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively “Program Participants”) shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

- (iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (o) **Education.** EDUCATIONAL INSTITUTION shall provide 1 (one) spot for every EMT and Advanced EMT class held at no cost to Affiliate

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL

INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.

- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.
- (n) Affiliate shall provide medical direction the instruction of students and for the EDUCATIONAL INSTITUTION first responder program.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is

reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership

or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the “Term”).
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
 Attention:
 EMS Chief Ramirez

Copy to: _____

 Attention:

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which

together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(City of Weslaco Fire Prevention – EMT Program)

By: _____
Martin Garza

Title: City Manager

Date: _____

AFFILIATE

City of Pharr

By: _____
Dr. Jonathan Flores

Title: City Manager

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the “Affiliate”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate’s Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate’s policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to

do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (e.g., Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.

- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-298	
From:			
Subject: Approval of the affiliation agreement between Weslaco Fire Prevention-EMT Program and Valley Regional Medical Center to provide clinical learning experiences to students. (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: VRMC & Weslaco Fire Prevention-EMT Program Affiliation			
Responsibilities upon Approval:			

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of November 1st, 2022 (the "Effective Date") by and between Weslaco Fire Prevention-EMT Program ("School") and Columbia Valley Regional Healthcare System L.P. dba Valley Regional Medical Center ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited certification program in the field of EMS Training Programs, offering National Registry Emergency Medical Technician (NREMT) Basic, Advanced and Paramedic Training Programs (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at Brownsville, Texas (the "Facility");

WHEREAS, School desires to provide an agreed upon number of students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) Clinical Program. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
 - (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(c) Compliance with Program Requirements. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) Dress Code. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(e) Use of the Facility. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(f) Records. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the

Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants.** School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury

or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(l) **Background Checks.**

- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - G. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the

following:

- A. Education verification (highest level);
- B. Professional license verification;
- C. Certifications & Designations check;
- D. Professional Disciplinary Action search;
- E. Department of Motor Vehicle Driving History, based on responsibilities; and
- F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.
- (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
- (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
- (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as

applicable.

- (j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. MUTUAL RESPONSIBILITIES. The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or

his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. INDEMNIFICATION. To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. CONFIDENTIALITY. School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from

disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue for three (3) years unless terminated as provided below (the "Term"). The Agreement may be extended or renewed for additional terms upon the mutual written consent of the parties hereto.
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. NO WAIVER. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. ASSIGNMENT; BINDING EFFECT. School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. NOTICES. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Valley Regional Medical Center
 Attention: Chief Executive Officer
 100A Alton Gloor Blvd.
 Brownsville, TX 78526

Copy to: HCA Legal Department
 Attention: Operations Counsel
 One Park Plaza, Bldg. 1, 2-West
 Nashville, TN 37203

If to School: City of Weslaco
 255 S. Kansas Ave
 Weslaco, TX 78596

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. COUNTERPARTS. This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

City of Weslaco
Fire Prevention-EMT Program

By:

Printed Name:

Title:

Date:

HOSPITAL

Valley Regional Medical Center

By:

Print Name:

Title:

Date:

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;

- b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
- a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
- a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____
[Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____

[Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ verifies the Subject's Social Security Number;
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ no other aspect of the investigation required by Hospital reveals information of concern

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____



Standardized Agenda Request Form

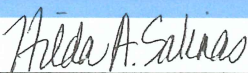
Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-323	
From:			
Subject: Approval of payment to Hidalgo County Elections Department in the amount of \$47,603.74 for the run-off General Election held December 14, 2024. (Staffed by City Secretary Department.)			
Background:			
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 ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Hidalgo County invoice Runoff election			
Responsibilities upon Approval:			



2024 Hidalgo County Elections Contract

Invoice #
20241214-01

ELECTION: City of Weslaco Runoff Commissioner At-Large		DATE: December 14, 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	3	\$30.00	
C	Election Media per Polling Location(s)	\$100.00	2	\$200.00	
D	Verity Controller(s)	\$465.00	2	\$930.00	
D	Verity Touch Duo Machine(s)	\$447.00	8	\$3,576.00	
D	Verity Scan and Ballot Box	\$610.00	2	\$1,220.00	
D	Verity Duo Go Carrier (Curbside Voters)	\$150.00	6	\$900.00	
E	Delivery/ Pick-up Fee (includes Mileage)	\$349.70	1	\$349.70	
Total iVotronic Coding Charges				\$7,680.70	
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total	
A	Voter Registration Database Access (Per Day)	\$100.00	9	\$900.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	4	\$600.00	
C	Printer Labels (per vote)	2557 \$0.03	5114	\$153.42	
D	Username/Password - Per Polling Location	\$20.00	2	\$40.00	
Total Electronic Poll Book Charges				\$1,693.42	
6.03	Supplies	Price	Quantity	Total	
	Early Voting Combination Forms	\$0.55	29	\$15.95	
	Election Day Combination Forms	\$0.55	17	\$9.35	
	Election Judge Kit for Early Voting	\$50.00	1	\$50.00	
	Election Judge Kit for Election Day	\$50.00	1	\$50.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	2557	\$255.70	
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	2557	\$1,022.80	
	I VOTED stickers (per vote)	\$0.01	2760	\$27.60	
	Polling Location Map(s)	\$17.00	2	\$34.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	0	\$0.00	
	Covid PPE's per location	\$0.00	2	\$0.00	
Total Supplies Charges				\$1,465.40	
6.04	Mail & Ballot Service	Price	Quantity	Total	
	Mail-in-Paper Ballots	\$0.40	511	\$204.40	
	Mail-in-Ballots Kit(s) per request	\$2.00	511	\$1,022.00	
	Postage Mail-in-Ballots (per request)	\$0.73	511	\$373.03	
	Correspondence Postage	\$0.58	1	\$0.58	
Total Mail & Ballot Service Charges				\$1,600.01	
6.05	Advertisements/Notices	Price	Quantity	Total	
	The Monitor newspaper	\$1,932.60	1	\$1,932.60	
	Local newspaper			\$0.00	
Total Advertisement/Notice Charges				\$1,932.60	
6.07	Payroll for Training and Election Poll Workers	Price	Total		
	Payroll for Early Voting Employees	\$7,216.62	\$7,216.62		
	Payroll for Election Day Employees	\$852.50	\$852.50		
Total Payroll Charges				\$8,069.12	
	Payroll for Staff Overtime	Price	Total		
	Payroll for Early Voting and Eleciton Day Staff Employees	\$18,467.66	\$18,467.66		
Total Payroll Charges				\$18,467.66	
6.08	Payroll for Ballot Board	Price	Quantity	Total	
	Ballot Board	\$2,308.46	1	\$2,308.46	
Total Ballot Board Charges				\$2,308.46	
6.10	Insurance	Hourly rate	Hours wk	%	Total
	Liability insurance for Early Voting Supervisors (1)	\$ 16.00	110.25	0.0021	\$3.70
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Alternates (1)	\$ 14.00	110.75	0.0021	\$3.26
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Clerks (3)	\$ 12.00	321.01	0.0021	\$8.09
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (1)	\$ 16.00	12.25	0.0021	\$0.41
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternates (1)	\$ 14.00	12.25	0.0021	\$0.36
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Clerks (3)	\$ 12.00	36.25	0.0021	\$0.91
	(hourly rate X hrs worked X .0021)				
Total Insurance Charges				\$16.73	
6.11	Cell Phones	Price	Quantity	Total	
	Verizon Wireless phone (subject to change with out notice)	\$42.03	1	\$42.03	
Total Cell Phone Charges				\$42.03	
6.12	Subtotal			\$43,276.13	
	Administrative Fees (10%)			\$4,327.61	
	GRAND TOTAL			\$47,603.74	


Hilda A. Salinas, Hidalgo County Elections Administrator

3/14/2025
Date



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-325	
From: ARNOLDO BECHO			
Subject: Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS). (Staffed by Library Department.)			
Background: For over a decade, the Mayor Joe V. Sanchez Public Library has been a valued member and contributor to HCLS. Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, access to the county Electronic Library, expansion of resources, and many other important functions. This year's allotment is approximately \$14,000 after deducting Library Automation System costs. The primary responsibility of this Interlocal agreement is the provision of library services to individuals outside of Weslaco, with the understanding that Weslocoans would be able to visit other HCLS libraries as well.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None yet			
MariCarmen Garcia ARNOLDO BECHO Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: HCLS Interlocal Agreement Memo, HCLS Interlocal 2025 - Unsigned			
Responsibilities upon Approval: Signatures are required of the Mayor, City Secretary, and City Attorney. Three originals have been provided. Two should be sent to the Mayor Joe V. Sanchez Public Library, which will transmit the document to the county; another should be kept by the City.			

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

March 21, 2025

To: Martin Garza, City Manager; Adrian Gonzalez, Mayor; Israel Gonzalez, Jr., Mayor Pro-Tem; Pete Garcia, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner

CC: Rosie Cavazos, MariCarmen Garcia

Fr: Arnoldo Becho, Library Director

Re: HCLS Interlocal Agreement

For over a decade, the Mayor Joe V. Sanchez Public Library has successfully partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo County, regardless of which library they visit. This partnership has been highly beneficial, allowing us to expand services, share knowledge, and receive additional funding to support our community.

As part of this agreement, Hidalgo County covers the licensing fee for our catalog system and provides an annual stipend of approximately \$14,000 to our library's budget. These funds are used exclusively for services that directly benefit the public. The agreement requires us to continue offering library services to all county residents and to collaborate with our partner libraries' expectations that align with our core mission and do not require additional funding.

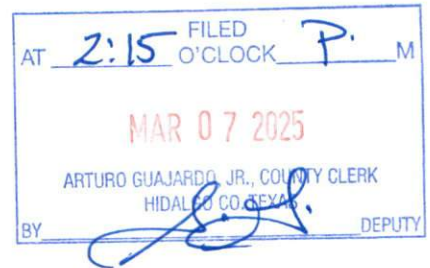
By participating in this partnership, the library maintains accreditation, expands available resources, and enhances services for the community. We strongly recommend continued approval of this agreement.

Please feel free to contact me if you have any questions or need further information. I would be happy to provide any additional details.

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

THE STATE OF TEXAS §

COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS**

This Agreement is made effective as of this 4th day of March, 2025, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2025; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
Weslaco, Texas 78596

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

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

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 4th day of March, 2025.

HIDALGO COUNTY, TEXAS

Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO, TEXAS

Adrian Gonzalez
Adrian Gonzalez, Mayor

ATTEST:

By: Norma A. Cantu
Norma A. Cantu, City Secretary

APPROVED BY
COMMISSIONERS COURT
ON: 3/4/25

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: Victor M. Garza
Victor M. Garza, Chief Administrative Attorney

CITY:

By: _____

_____, City Attorney



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-335	
From: Martin Garza			
Subject: Approval to Amend the 2020 City of Weslaco Hazard Mitigation Plan to Include the 2018 Flood Master Plan and other drainage projects. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval to Amend the 2020 City of Weslaco Hazard Mitigation Plan			
Attachments, if any: MEMO Regarding Amendment to the 2020 City of Weslaco Hazard Mitigation Plan			
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: April 2, 2025
Subject: Amendment to the 2020 City of Weslaco Hazard Mitigation Plan

Item Explanation:

The City of Weslaco requests approval to submit an amendment to the 2020 City of Weslaco Hazard Mitigation Plan. This amendment aims to incorporate critical drainage projects, including the Historic Plaza Drainage Project and the Agostadero Drainage Project, to enhance flood prevention and resilience within the community.

The Historic Plaza Drainage Project and Agostadero Drainage Project, both standalone initiatives, were originally intended for inclusion in the 2020 City of Weslaco Hazard Mitigation Plan. However, due to staff retirements and turnover during the plan's development, these projects were inadvertently omitted from the final document. As they are critical to the city's flood mitigation efforts, we are seeking approval to formally amend the plan to ensure their inclusion.

Recommendation:

Staff recommends approval authorizing the amendment to the 2020 City of Weslaco Hazard Mitigation Plan.

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

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: April 02, 2025
Subject: Resolution Approving Amendments to the 2020 City of Weslaco Hazard Mitigation Plan

Item Explanation:

The City of Weslaco is seeking approval for a resolution to amend its 2020 Hazard Mitigation Plan by incorporating 17 previously omitted mitigation projects. These projects were unintentionally excluded due to staff retirements and turnover but have since been reviewed and identified as crucial for public safety and community resilience.

The Weslaco City Commission has authorized the City Manager or designee to submit the amended plan to FEMA, ensuring compliance with documentation and public engagement requirements. Upon FEMA approval, the City will move forward with implementing the revised mitigation strategies, including securing funding and coordinating with relevant agencies.

This amendment reinforces the City's commitment to hazard preparedness and risk reduction. Further updates will be provided following FEMA's review and approval.

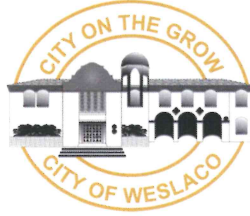
Recommendation:

Staff recommends approval of the resolution authorizing amendments to the 2020 City of Weslaco Hazard Mitigation Plan.

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

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

March 31, 2025

Yolanda Cardona, Regional Mitigation Coordinator
Texas Division of Emergency Management
2525 N. International Blvd.
Weslaco, Texas 78596

RE: Amendment to the 2020 City of Weslaco Hazard Mitigation Plan

Dear Ms. Cardona,

The City of Weslaco seeks to incorporate seventeen Mitigation Actions into the 2020 City of Weslaco Hazard Mitigation Plan via the attached Amendment. These projects were identified in the City's 2018 Storm Water Improvement Plan and were intended for inclusion; however, due to staff retirements and turnover during the plan's development, they were not incorporated into the final document.

The City of Weslaco is currently working to update the 2020 Hazard Mitigation Plan. However, the omission of these Mitigation Actions from the 2020 Hazard Mitigation Plan prevent the City from seeking much needed funding assistance from federal and state funding programs. These Mitigation Actions are primarily drainage projects that were identified in a study focused on the flooding hazards that plague our community. The needs of our people and our area are great.

Weslaco is a border community located just 10 minutes from the U.S.-Mexico boundary. With a population of 43,053, as reported by the 2024 U.S. Census Bureau, the city is home to a predominantly disadvantaged community, with 25% of residents living below the poverty line. Given these demographic and geographic factors, it is imperative that the amendment for these much needed drainage projects be accepted to address the critical flooding and drainage issues affecting our community.

We appreciate your consideration of this request and look forward to any guidance on the next steps for integration.

Sincerely,

Adrian Gonzalez
Mayor

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #19	
Proposed Action:	Plaza Street Drainage Project Upgrade and expand existing inlets and drainage pipe, widen and expand outfall channel, and construct detention pond.
BACKGROUND INFORMATION	
Jurisdiction/Location:	Project is located on E Plaza Street and N Sinclair Avenue between Mayor Pablo Pena Park and N Sinclair Avenue
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	This project consists of channel widening and drainage upgrades to improve stormwater conveyance, and construction of a detention pond for storage. BCA: Pending
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$12,000,000
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #20	
Proposed Action:	The Magic Valley RV Park Project Replace existing culverts within the existing channel system. The new culverts will improve conveyance of storm water to the downstream channels and reduce flooding.
BACKGROUND INFORMATION	
Jurisdiction/Location:	Project is located near South International Blvd and BUS 83.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	This project will remove 31 houses from the 10-year floodplain and 93 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$82,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #21	
Proposed Action:	The Texas and 18th Street Project Channel widening, culvert replacement, and the development of a detention pond in the open space surrounding the building.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located south of E. 18th St and Texas Blvd.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	The channel will have a weir that allows higher flows to spill into a 5 - Acre detention pond. The detention pond will store higher volumes to minimize flooding backwater into the neighborhood. This will remove 64 houses from the 10-year floodplain and 139 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$1,386,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #22	
Proposed Action:	Westgate to Texas Blvd, North of I-2 Project Development of an 11 - Acre detention pond in the open space behind the Clecker-Heald Elementary School.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located in Northwest Weslaco between Westgate and Texas Blvd, north of Interstate 2.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	The detention pond will store a portion of storm runoff to allow the downstream channel and storm drain system time to move more water out of the area before channels and storm drains begin flooding. This will remove 209 houses from the 10-year floodplain and 4 houses from the 50-year floodplain
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$ 2,422,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #23	
Proposed Action:	Pleasantview and 11th Street Project Develop a new storm drain system to improve conveyance of storm water runoff downstream towards the Floodway.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located south of the Weslaco East High School.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	The new system will capture storm water runoff and move it from the neighborhood into the existing channel near East 18th St and Pleasantview Drive. This project will remove 116 houses from the 10-year floodplain and 101 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$4,775,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #24	
Proposed Action:	West Weslaco Project Acquisition of 18 acres of land just east of Midway Rd and South of W. Business 83 to construct a detention pond with a total storage volume of 135 acre-feet and a 36" culvert which outfalls to the existing ditch. Modify channel just west of properties along Amber Drive to have a 1000' crested weir to outfall to pond.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located south of BUS 83, east of Midway Road and west of S. Texas Boulevard.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	This project will remove 81 houses from the 10-year floodplain and 198 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$ 4,866,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #25	
Proposed Action:	The Mile 10 N and Mile 5 1/2 W Project Channel widening, culvert replacement, the addition of culverts, and the development of a detention pond in the open space of the school yards.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located in northwest Weslaco by Mile 10N and N Mile 5 ½ W, near Justice Raul A. Gonzalez Elementary School.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	The channel will have a weir that allows higher flows to spill into an 8 - Acre detention pond. The detention pond will store higher volumes to minimize flooding backwater into the neighborhood through the existing storm drains. This will remove 71 houses from the 10-year floodplain and 60 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$3,882,000
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #26	
Proposed Action:	Texas Blvd to Airport Dr. south of BUS 83 Develop two new ponds. The 10 - Acre pond will be located on the west side of the berm to prevent storm water from overflowing to the neighborhood on the east. A channel will be extended to allow for outflow from the 10 - Acre pond. A 3 - Acre pond will store increased storm water runoff that backflows from the existing drainage system.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is near Texas Blvd and East 8th Street, near the Weslaco Cemetery.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	As downstream improvements increase, backflow flooding will decrease. The project will remove 64 houses from the 10-year floodplain and 105 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$4784,000
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #27	
Proposed Action:	Weslaco WTNB Project Develop an 8 - Acre detention pond in the open space behind the commercial properties along Interstate 2 to store storm runoff.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located in northwest Weslaco between Westgate and Texas Blvd, north of Interstate 2.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	Project allows the downstream channel and storm drain system time to move more water out of the area before channels and storm drains begin flooding. This will remove 109 houses from the 10-year floodplain and 2 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$1,655,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #28	
Proposed Action:	Weslaco Westgate SW Project Channel widening and improvements behind the commercial developments north of Interstate 2.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located in northwest Weslaco between Westgate and Texas Blvd, north of Interstate 2.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	The improved channels will increase storage for storm runoff and improve conveyance of storm waters downstream to move water out of and away from the surrounding neighborhoods and commercial areas. The project will remove 230 houses from the 10-year floodplain and 47 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$ 489,000
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #29	
Proposed Action:	North Texas Blvd Project Develop a new storm drain system and culvert to improve conveyance of stormwater runoff.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located in northwest Weslaco between Westgate and Texas Blvd, north of Interstate 2.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	This project will remove 245 houses from the 10-year floodplain and 136 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$ 5,136,000
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #30	
Proposed Action:	West Weslaco Detention Pond Project Acquire 26 acres east of Mile 6.5 Rd and north of 1st Street for detention ponds with a total storage volume of 125 acre-feet and a 36” culvert which outfalls to the existing ditch. Improve ditch capacity along Woodlawn Rd south of West Mile 7 to just east of South Westgate Dr. Construct a 1000’ crested weir to outfall to pond. Replace culverts at Hopper Rd, irrigation ditch south of Windcrest Rd, West Bald Cypress Dri, and South Westgate Dr.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located south of BUS 83, east of Midway Road and west of S. Texas Boulevard.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	The project will remove 81 houses from the 10-year floodplain and 198 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$6,754,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #31	
Proposed Action:	HBS Drainage Project Excavate 528 acre-feet of storage volume at Harlon Block Sports Complex area. Construct outfall toward channel just south of Mile 6 Road. Improve ditch capacity at channel just west of existing park to Mile 6 Rd. Construct a 1000' crested weir to outfall to constructed pond. Replace storm drain network beneath Mile 6 Road. Install additional storm drain culvert at Mile 5 ½ Road toward existing ditch south of Bridget Street.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located south of BUS 83, east of Midway Road and west of S. Texas Boulevard.
Risk Reduction Benefit (Current Cost/Losses Avoided):	This project will 325 houses from the 10-year floodplain and 456 houses from the 50-year floodplain.
Type of Action (Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$16,388,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #32	
\ Proposed Action:	San Miguel Drainage Project Modify the channel from northwest of 6th St and east of San Miguel St to just south of the downstream irrigation ditch. Remove culverts on South Westgate Dr and modify channel between Chrysolite Dr and Clifford Dr to just north of Harlon Block Sports Complex. Improve culverts at Clifford Drive and irrigation network south of Jasper Dr.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is located south of BUS 83, east of Midway Road and west of S. Texas Boulevard.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	This project will remove 371 houses from the 10-year floodplain and 589 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$4,602,000
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #33	
Proposed Action:	Channel Widening TBADS Project Upsize culverts and widen channels.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is near Texas Blvd and East 8th St, near the Weslaco Cemetery.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	Increased culverts will improve the flow of storm water out of the area. The widened and improved channel will allow for increased capacity to draw down the flooding in the neighborhood. This project will remove 77 houses from the 10-year floodplain and 108 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$4,180,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #34	
Proposed Action:	SB83 Oregon Project A new storm drain system to collect storm water from low areas in the neighborhood between Westgate Dr and Texas Blvd, and connect it to a major drainage system near Academy Dr and South Oregon Ave.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is near Texas Blvd and East 8th Street, near the Weslaco Cemetery.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	By adding more capacity to move storm water out of the neighborhood, the floodplain is reduced. This project will remove 88 houses from the 10-year floodplain and 134 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$ 6,267,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #35	
Proposed Action:	Storm Drain System Expansion Project A new storm drain system to pickup storm water from low areas in the neighborhood between Westgate Drive and Texas Blvd, and connect it to a major drainage system.
BACKGROUND INFORMATION	
Jurisdiction/Location:	The project is near Texas Blvd and East 8th Street, near the Weslaco Cemetery.
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	By adding more capacity to move storm water out of the neighborhood, the neighborhood flooding is reduced. The benefits of the project will include the removal of 235 houses from the 10-year floodplain and 230 houses from the 50-year floodplain.
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$23,217,000.00
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

SECTION 17: MITIGATION ACTIONS

City of Weslaco – Action #36	
Proposed Action:	
BACKGROUND INFORMATION	
Jurisdiction/Location:	
Risk Reduction Benefit (<i>Current Cost/Losses Avoided</i>):	
Type of Action (<i>Local Plans and Regulations, Structure and Infrastructure projects, Natural System Protection, or Education and Awareness</i>)	

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$
Potential Funding Sources:	TWDB, FEMA
Lead Agency/Department Responsible:	City of Weslaco / Engineering Dept.
Implementation Schedule:	Within 36 months of funding
Incorporation into Existing Plans:	Drainage Plan

COMMENTS
Project added to 2020 City of Weslaco Hazard Mitigation Plan via Amendment No. 1.

RESOLUTION 2025-34

A RESOLUTION BY THE WESLACO CITY COMMISSION AUTHORIZING AN AMENDMENT TO THE 2020 CITY OF WESLACO HAZARD MITIGATION PLAN TO INCLUDE 17 ADDITIONAL MITIGATION PROJECTS.

WHEREAS, the City of Weslaco recognizes the importance of reducing risks associated with natural hazards and implementing effective mitigation strategies to enhance public safety and resilience; and

WHEREAS, due to staff retirements and turnover during the development of the 2020 Hazard Mitigation Plan, 17 mitigation projects were unintentionally omitted from the plan; and

WHEREAS, these 17 mitigation projects have since been reviewed and determined to be crucial for the city's comprehensive hazard mitigation strategy; and

WHEREAS, the inclusion of these projects will better align the city's hazard mitigation strategy with current needs and goals, helping to reduce risks and strengthen community resilience to natural disasters.

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

1. The City Commission hereby approves the amendment of the 2020 City of Weslaco Hazard Mitigation Plan to incorporate the 17 additional mitigation projects that were omitted due to staff retirements and turnover.
2. The City Manager or his designee is authorized to take all necessary actions to submit the amended Hazard Mitigation Plan to FEMA for review and approval, including providing any required documentation and participating in the public engagement process.
3. Upon approval by FEMA, the City Manager or his designee is authorized to implement the amended mitigation strategies as outlined in the plan, including pursuing funding, coordinating with relevant agencies, and managing the completion of the additional mitigation projects.

PASSED AND APPROVED on this 2nd day of April, 2025.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AT TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-320	
From:			
Subject: Discussion and consideration on Resolution 2025-32 appointing a member to the Board of Adjustment & Appeals. (Staffed by City Secretary.)			
Background: The term of Paul Garza is set to expire. Mr. Garza has expressed consideration for reappointment and submitted a Board Application.			
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 nominee as recommended.			
Attachments, if any: Board App - Paul Garza recvd 3.28.25_Redacted, R2025-32 appt. BOAA Zoning member			
Responsibilities upon Approval: Execute, retain, notify nominee and applicable department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: PAUL GARZA DATE: 3/28/25

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

MAILING ADDRESS: [REDACTED]

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

E-MAIL ADDRESS: [REDACTED]

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

INSURANCE SALES

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

WESLACO MIDVALLEY LIONS CLUB

WESLACO ELKS LODGE

BOARD MEMBER OF THE WESLACO HOUSING AUTHORITY

MEMBER OF TASO

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 _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____

PARKS & RECREATION ADVISORY BOARD _____

PLANNING & ZONING COMMISSION _____

WESLACO AIRPORT COMMITTEE _____

WESLACO RECYCLING TASK FORCE _____

WESLACO BEAUTIFICATION COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

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

RECEIVED

MAR 28 2025

BY: CSD-AW

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

Paul Garza

Applicant's Signature

3/28/25

Date

PAUL GARZA

Applicant's Printed Name

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY OF WESLACO APPOINTING A
MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-
ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

WHEREAS, the term of the members of this board are for two years; and

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance as follows:

NAME

TERM ENDING

April 2, 2027

PASSED AND APPROVED on this 2nd day of April 2, 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: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-321	
From:			
Subject: Discussion and consideration on Resolution 2025-33 for appointments of members to the Mayor Joe V. Sanchez Public Library Board. (Staffed by City Department.)			
Background: The terms of Rey A. Banda and Carmen S. Garza are set to expire on the Mayor Joe V. Sanchez Public Library Board. Both have expressed interest in reappointment and Board Applications are attached.			
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 - Rey A. Banda - recvd 03.24.25_Redacted, Board App - Carmen S. Garza recvd 03.24.25_Redacted, R2025-33 appt. 2 Library members			
Responsibilities upon Approval: Execute, retain, and notify the nominee and applicable department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Rey A. Banda DATE: 3/21/2025

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

MAILING ADDRESS: [REDACTED]

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

E-MAIL ADDRESS: [REDACTED]

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

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Special Education Teacher at a local Middle School (Central Middle School).

Creator of "Northopolis", a magical Christmas display in Weslaco which has been around since the year 2000 and has been featured on ABC's, "The Great Christmas Light Fight" and The Texas Bucket List. Local children's book author and actively participates in local and out of state book festivals. Co-founder of the "RGV Ghostbusters", a group that participates in community and charity events.

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 COMMISSION _____

HOTEL OCCUPANCY TAX ADVISORY BOARD _____

ECONOMIC DEVELOPMENT CORPORATION _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY 1

PARKS & RECREATION ADVISORY BOARD _____

PLANNING & ZONING COMMISSION _____

WESLACO AIRPORT COMMITTEE _____

WESLACO RECYCLING TASK FORCE _____

WESLACO BEAUTIFICATION COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

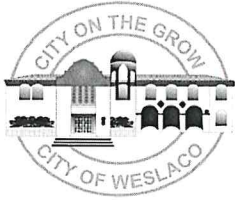
DATE: _____

PUBLIC ACCESS ☐ YES
☒ NO

RECEIVED

Mar 24 2025

BY: CSD - AC



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.

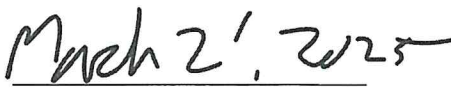
**Please complete the information below and return to the
City Secretary Department within fourteen days of receipt.**

☐ **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



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Carmen S. Garza DATE: 3-24-2025

HOME ADDRESS: [REDACTED]

☒ Inside City Limits

☐ Outside City Limits

MAILING ADDRESS: [REDACTED]

TELEPHONE: (Residence) None (Cell) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)
Retired Librarian (December 2023) from PSJA Memorial Early College High School, PSJA ISD

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Mayor Joe V. Sanchez Public Library Board Member: April 2024-Currently

President of the PSJA-Texas Classroom Teachers Association: 2007-2023

Director of the District I Texas Classroom Teachers Association: 2019-2022

Member of the Texas Library Association: 2005-2020

Member of the Texas Computer Education Association (TCEA): 2016-2020

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 COMMISSION _____

HOTEL OCCUPANCY TAX ADVISORY BOARD _____

ECONOMIC DEVELOPMENT CORPORATION _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY 1

PARKS & RECREATION ADVISORY BOARD _____

PLANNING & ZONING COMMISSION _____

WESLACO AIRPORT COMMITTEE _____

WESLACO RECYCLING TASK FORCE _____

WESLACO BEAUTIFICATION COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☒ NO

RECEIVED

MAR 24 2025

BY: CSD-*[Signature]*



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:
X _____ home address
X _____ home telephone number or cell phone number
X _____ personal email address


Applicant's Signature

March 24, 2025

Date

Carmen S. Garza

Applicant's Printed Name

RESOLUTION NO. 2025-33

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS
TO THE MAYOR JOE V. SANCHEZ PUBLIC LIBRARY BOARD**

WHEREAS, the City of Weslaco has established the Library Board pursuant to Section 17-17 of the Weslaco Municipal Code Book; and

WHEREAS, the terms of the members of this board are for two years and will not exceed six-years in accordance with Ordinance 2022-19.

WHEREAS, Library Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following are appointed to serve a two-year term on the Mayor Joe V. Sanchez Public Library Board.

<u>Name</u>	<u>Term Expires</u>
_____	04/02/2027
_____	04/02/2027

PASSED AND APPROVED on this 2nd day of April 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: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-318	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Ismael Reyes to obtain a Wine and Malt Beverage Retail Dealer's On-Premises Permit, at 512 Professional Dr., also being Posada Subdivision, Unnumbered Lot, Weslaco, Hidalgo County, Texas. (This item was tabled on March 19, 2025; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retail Dealer's On-Premises Permit. Eight (8) property owners within 200 feet of the applicant's property were notified by letter on February 21, 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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 12, 2025.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of March 5, 2025.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 512 Professional- TABC - Memo, 512 Professional dr.- Application, Legal Notice and Radius Map, Petitions against, 512 professional -Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Israel Gonzalez, Jr., Mayor Pro-Tem, 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

MEMO

TO: Mayor and City Commission

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

RE: CUP- 512 Professional

DATE: March 11, 2025

The applicant is proposing to obtain a permit for a Wine and Malt Beverage Retail Dealer's On-Premises Permit. Staff has received petitions against the rezone request that has met the 20% of the property owners notified. Planning and Zoning Commission approved the Conditional Use Permit request.

Thank you,

Rebekah de la Fuente, CFM

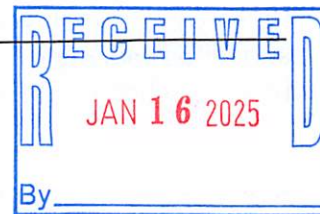


APPLICATION FOR CONDITIONAL USE PERMIT

USE-000766-2025

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.
The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. _____



PROPOSED PROJECT

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

Lot _____ Block _____
Subdivision Name 512 Professional Dr. (KA)
Street Address 2004 E EXPWY 83
Existing Zoning _____ Existing Land Use _____
Purpose for the Conditional Use Permit Request TABC License

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

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

APPLICANT

Name Ismael Reyes Phone 956 884 9968
Address 1410 Coconut Palm Ave Fax: _____
City San Juan State TX Zip Code 78589 E-Mail: reyesismael435@gmail.com

OWNER

Name Ismael Reyes Phone 956 884 9968
Address 1410 Coconut Palm Ave Fax: _____
City San Juan State TX Zip Code 78589 E-Mail: reyesismael435@gmail.com

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

Yes _____

No ☒ _____

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

Signature *Isaac Reyes*
Owner

Date 1/14/25

Signature _____
Applicant

Date _____

Signature _____
Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published
in Newspaper Date _____

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

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____



Document reference ID : 428467

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	428467
Applicant Name:	El Ronco Enterprises Inc
License Type applied for:	Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure:	Corporation
FEIN/SSN Number:	331731873
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No
Secretary of State Filing Number:	805766605
Date Filed:	10/30/2024
Filing State:	TX

Primary Business Entity Contact Information

Legal First Name:	Ismael
Legal Middle Name:	Reyes
Email Address:	REYESISMAEL435@GMAIL.COM
Phone Number:	956-884-9968

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority

Legal First Name: Ismael

Legal Last Name: Reyes

Email Address: REYESISMAEL435@GMAIL.COM

Phone Number: 956-884-9968

Principal Parties

Principal Parent Entity	Principal Party	Role	Ownership %	Action
El Ronco Enterprises Inc	Ismael Reyes	President	0	Added

Basic Business information

Business/Trade Name: El Ronco Servicar
Business Type Convenience Store

Location's Phone Numbers

Business Phone Number 956-884-9968

Location Address

Address: 512 Professional Dr, Weslaco, TX, United States, Hidalgo 78596
Is your location within city limits? Yes

Mailing Address Information

Address: 2506 N Raul Longoria Rd, San Juan, TX, United States, Hidalgo 78589

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Location Additional Information

Is the proposed location in a hotel or motel?

No

Alcohol percentage

Up to 17%

Sixty Day Sign Requirements

Posted the 60 day sign: Yes

Date Posted: 10/20/2024

Projected Sales Information

Sales Year: 2025

Alcohol Sale: \$100,000.00

Food Sales: \$150,000.00

Other Sales: \$10,000.00

Total Sales: \$260,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? Yes

Are you operating under? None

Location Diagram

Will the license or permit
embrace the entire location
address? Yes



CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

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

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

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

SIGN HERE

City Secretary/Clerk

City

, TEXAS

SEAL



CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

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

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a "wet" and is not prohibited by any valid order of the Commissioner's Court.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Required Food and Beverage Certificate
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
 - ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

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

SIGN HERE

County Clerk

County

SEAL



COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

City

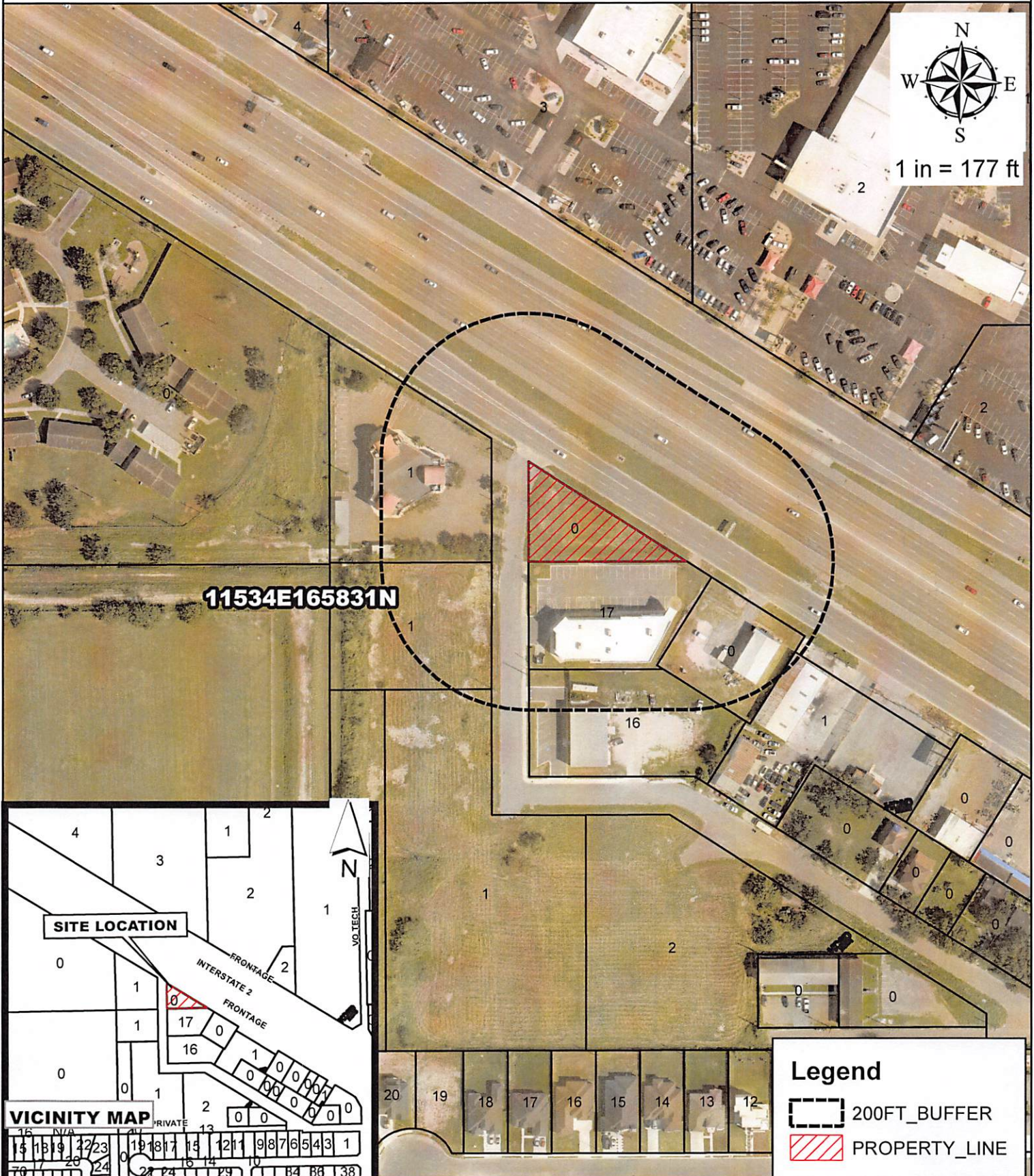
, TEXAS

SEAL



PUBLISHER'S AFFIDAVIT

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



1 in = 177 ft

FEB 4, 2025

YARRISON STEVEN R & SANDRA DE 923 HILL COUNTRY RD EDINBURG TX 78539	W3800-00-017-0000-08 WEST TRACT 0.48AC-S 14.47-N 20AC FT AMES BLACK S/D E 50' LT 1 & LT 2 BK 9 0 E EXPRESSWAY 83	L: 271804 B: 80777
ECU PROPERTIES LLC 2405 SE AUGUSTA SQ MCALLEN TX 78503	P8108-00-000-0001-00 POSADA LOT 1 2004 E EXPWY 83	L: 523920 B: 576080
LANDMARK PROPERTY GROUP LLC 1410 COCONUT PALM SAN JUAN TX 78589	P8108-00-000-0000-00 POSADA UNNUMBERED LOT 2004 E EXPRWY 83	L: 150000 B: 0
HEARTBREAKER LLC 1618 E 26TH ST WESLACO TX 78596	P8925-01-000-0001-00 PROFESSIONAL & MEDICAL COMPLEX PH 417 PROFESSIONAL DRIVE	L: 187000 B: 0
FARRELL PLUMBING & COOLING INC 412 PROFESSIONAL DR WESLACO TX 78596	P8925-01-000-0016-00 PROFESSIONAL & MEDICAL COMPLEX PH 412 PROFESSIONAL DRIVE	L: 186150 B: 185488
DEUS JIRE LP 420 PROFESSIONAL DR WESLACO TX 78596	P8925-01-000-0017-00 PROFESSIONAL & MEDICAL COMPLEX PH 420 PROFESSIONAL DRIVE	L: 401934 B: 577725
RGV PORVENIR LLC 84 ARIEN CT BROWNSVILLE TX 78521	Q4008-00-000-0001-00 QUICKLANE PAYNE LOT 1	L: 517014 B: 150768
HEARTBREAKER LLC 1618 E 26TH ST WESLACO TX 78596	P8925-02-000-0001-00 PROFESSIONAL & MEDICAL COMPLEX PH 2218 GEMSTONE ST	L: 167656 B: 0



RESIDENTIAL & COMMERCIAL CODE ENFORCEMENT BUILDING PERMIT APPLICATION

****All Submittals should be included in PDF Thumbdrive ****

***** PDF submittal must be broken down into disciplines*****

◇ RESIDENTIAL PLANS: (1) 11X17

◇ COMMERCIAL PLANS: (1) FULL SET HARDCOPY W/ WETSEALS

◇ SHEER WALL COMPLIANCE (SEALED BY ENGINEER)

◇ ENERGY REPORT/ MANUAL J

◇ SITE PLAN

◇ TDLR

APPLICANT

GENERAL CONTRACTOR Landmark Property Group

PHONE NO. 956-884-9968

ADDRESS 1410 Coconut Palm

() - (OFFICE)

CITY, STATE & ZIP San Juan, Texas 78589

() - (MOBILE)

EMAIL ADDRESS reyesismael435@gmail.com

() - (FAX)

OWNER

PROPERTY OWNER: Landmark Property Group

PHONE NO. (956) 884 - 9968

ADDRESS: 1410 Coconut Palm

MOBILE NO. (956) 884 - 9968

CITY: San Juan, Texas 78589

STATE texas ZIP

EMAIL ADDRESS reyesismael435@gmail.com

PROPERTY

LOT (S): "unnumbered"

BLOCK:

SUBDIVISION: La Posada Subdivision

SITE ADDRESS: 2004 E. Expressway 83

CURRENT ZONING: Commercial

(COMMERCIAL) IMPROVEMENT VALUE \$ 500,000

EXISTING USE: Vacant Property

(A \$5.00 Processing fee is assessed on all building permits)

(RESIDENTIAL) SQ FOOTAGE OF PROJECT AREA : N/A - Not Residential Development

COMMENTS: New 1,500 sf single story building with all site associated improvements.

PROJECT

☒ NEW ☐ ADDITION ☐ ALTERATION/REMODEL ☐ REPAIR ☐ DEMOLITION

☒ ACCESSORY USE/BUILDING POOL/SPA ☐ RE-ROOF ☐ FENCE ☐ MOVING

☒ CURB CUT/ STREET CUT/ BORING ☒ DRIVEWAY/SIDEWALK ☐ SIGN (TEMP OR PERMANENT)

☒ GRADING ☐ RIGHT OF WAY USE

PLEASE CHECK ONE: RESIDENTIAL ☐ MULTI-FAMILY ☐ COMMERCIAL ☒ INDUSTRIAL ☐

TYPE OF WORK: Electrical ◇ No ☒ Yes Plumbing ◇ No ☒ Yes Mechanical ◇ No ☒ Yes

CONSTRUCTION TYPE (IBC)	◇ I A	◇ I B	◇ II A	◇ II B	◇ III A	◇ III B	◇ IV	◇ V A	◇ V B

PLANNING AND CODE ENFORCEMENT DEPARTMENT

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-973-3123 ■ (FAX) 956-973-3128 ■ WWW.WESLACOTX.GOV

OCCUPANCY GROUP PER IBC	◇ Assembly	◇ Business (Office)	◇ Educational (thru 12 th grade)	◇ Factory	◇ High Hazard
	◇ Institutional	◇ Mercantile	◇ Residential	◇ Storage	◇ Utility

TOTAL BLDG: NO. OF #PARKING GROUND LOT LOT
FLOOR AREA 1500 UNITS 1 SPACE 5 FLOOR AREA 1500 DEPTH 135.65 WIDTH 214.36

NO. OF NEW NO. OF EXISTING NO. OF NEW NO. OF NEW BLDG
KITCHENS 1 KITCHENS 0 BATHRMS 1 BATHRMS 0 HEIGHTS

NO. OF STORIES 1 BASE FLOOD ELEVATION N/A FLOOD ZONE Zone X OCCUPANT LOAD 20

EXISTING FLOOR AREA 0 NEW FLOOR AREA 1500 sf TOTAL SITE ACREAGE 0.334 ac

FIRE SPRINKLER: ☐ YES ☒ NO Comments: Building NOT sprinkled

FIRE SPRINKLER TYPE	◇ FM200	◇ NFPA 13	◇ NFPA 13D	◇ NFPA 13R
------------------------	---------	-----------	------------	------------

FIRE ALARM: ☐ YES ☒ NO

Water Meter Size 5/8" Backflow Device Irrigation Meter Size 1"

- An asbestos survey has been conducted in accordance with the Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards Air Pollutants (NESHAP) for the areas being renovated and/or demolished.
- YES NO* X - N/A
- *If the answer is No, then as the owner/operator of the renovation/demolition site, I understand that it is my responsibility to have this asbestos survey conducted in accordance with Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) prior to a renovation/demolition permit being issued by the City of Weslaco.

The foregoing is a true and correct description of the improvement proposed by the undersigned applicant and the applicant states that he will have full authority over construction of same. The building permit shall not be held to permit or be an approval of the violation or modification of any provisions of City ordinances, codes, and subdivision restrictions of State law or be a waiver by the City of such violation. Alteration changes or deviations from the plans authorized by this permit are unlawful without written authorization from the Building Inspection Division. The applicant hereby agrees to comply with all City ordinances, codes, subdivision, restrictions and State laws and assume all responsibility for such compliance. **It is understood that the improvements shall not be occupied until a Certificate of Occupancy has been issued.** Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance or if the work authorized by such permit is suspended or abandoned for six months after the time of work is commenced. This permit is good for one (1) year only. If construction exceeds one (1) year, re-application will be required.

ISMAEL GONZALEZ

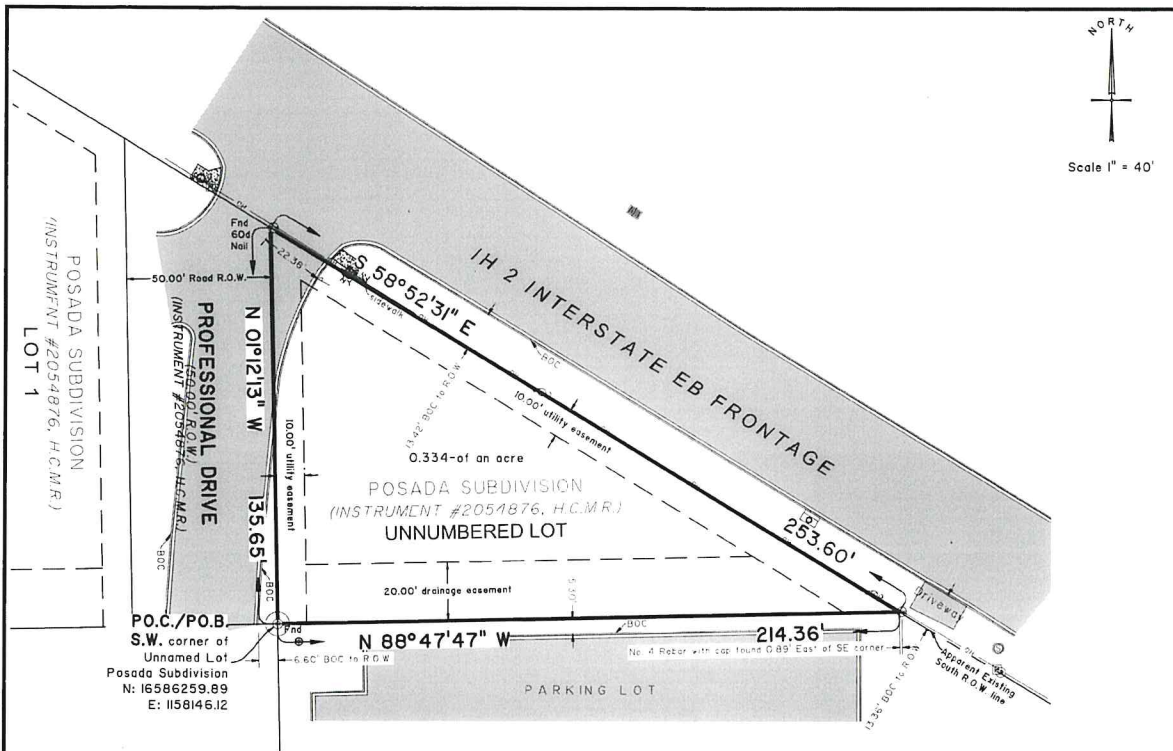
08/28/2024

(Authorized Agent/Owner Signature)

(Date)

(Authorized Agent/Owner Signature)

(Date)



**SURVEY PLAT SHOWING
UNNUMBERED LOT (0.334-OF AN ACRE),
MORE OR LESS, OUT OF THE SOUTHEAST
CORNER OF POSADA SUBDIVISION,
CITY OF WESLACO
HIDALGO COUNTY, TEXAS
INSTRUMENT #2054876, H.C.M.R.**

Legend	
H.C.M.R.	Hidalgo County Map Records
H.C.O.R.	Hidalgo County Official Records
R.O.W.	Right-of-Way
S.W.	Southwest
Fnd	Found No. 4 Rebar
Set	Set No. 4 Rebar w/plastic cap stamped 2791
BOC	Back of curb
Found No. 4 Rebar	Found No. 4 Rebar
Found 60d nail	Found 60d nail
Existing sanitary sewer manhole	Existing sanitary sewer manhole
Existing overhead power line	Existing overhead power line
Existing power pole	Existing power pole
Existing down guy	Existing down guy
Existing light pole	Existing light pole
Existing telephone pedestal	Existing telephone pedestal
Existing grate inlet	Existing grate inlet
Existing curb inlet	Existing curb inlet
Existing fiber optic marker	Existing fiber optic marker
Existing water valve	Existing water valve
Existing water fire hydrant	Existing water fire hydrant
Asphalt pavement	Asphalt pavement
Concrete pavement	Concrete pavement

General Notes:

- Survey is valid only if print has electronic seal and original signature or electronic signature if authorized by Survey.
- Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 Feet.
- Survey was prepared without the benefit of a title policy, which may show additional easements affecting this lot. Surveyor is advising the recipient of this plat that additional easements may be on this lot.
- Easements, rules, regulations and rights in favor of Hidalgo Cameron County Irrigation District No. 9. Existing underground irrigation pipes have easements which require Irrigation Districts direction to establish width & locations.
- This conveyance is made further subject to all rights, easements, contracts and liens in favor of the irrigation system under which such land is located.
- Homero L. Gutierrez did not research or prepare a title report or abstract of title on the above property.
- Building, zoning, platting and/or regulatory laws and/or ordinances at any municipal and/or other governmental authority will apply.
- The existence, if any underground gas lines or other underground utilities not shown on this survey should be thoroughly investigated by the owner prior to any construction on this site. The Surveyor has limited his investigation of underground utilities on this site to that which can be seen.
- Setbacks:
Front: 50.00'
Side: 45.00'
Rear: 45.00'
- Surveyor's statement: The property corners of the tract surveyed were staked out based on the best fit of monuments found for this property and others within the immediate vicinity, taking into account the intent of the surveyors' original foot steps. A survey of the original mother tracts to correctly establish minor discrepancies that were found in the property corners would not be a feasible option for the parties concerned. The client has been made aware of any discrepancies found and the respective action taken to stake out his property as per the found and set monuments shown hereon.
- Flood Zone "X" (shaded) - Areas of 500-year floodplain; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.
Community Panel No. 480334 0450C
Map Revised: June 6, 2000
Revised to Reflect LOMR Dated: May 30, 2002

I, Homero L. Gutierrez, a registered professional land surveyor in the State of Texas, hereby state that this survey is true and was correctly made on the ground on 05/27/2024 under my direction, that the existing improvements on the ground are as shown, and that there are no visible encroachments, protrusions, apparent conflicts and visible easements, except as shown hereon.

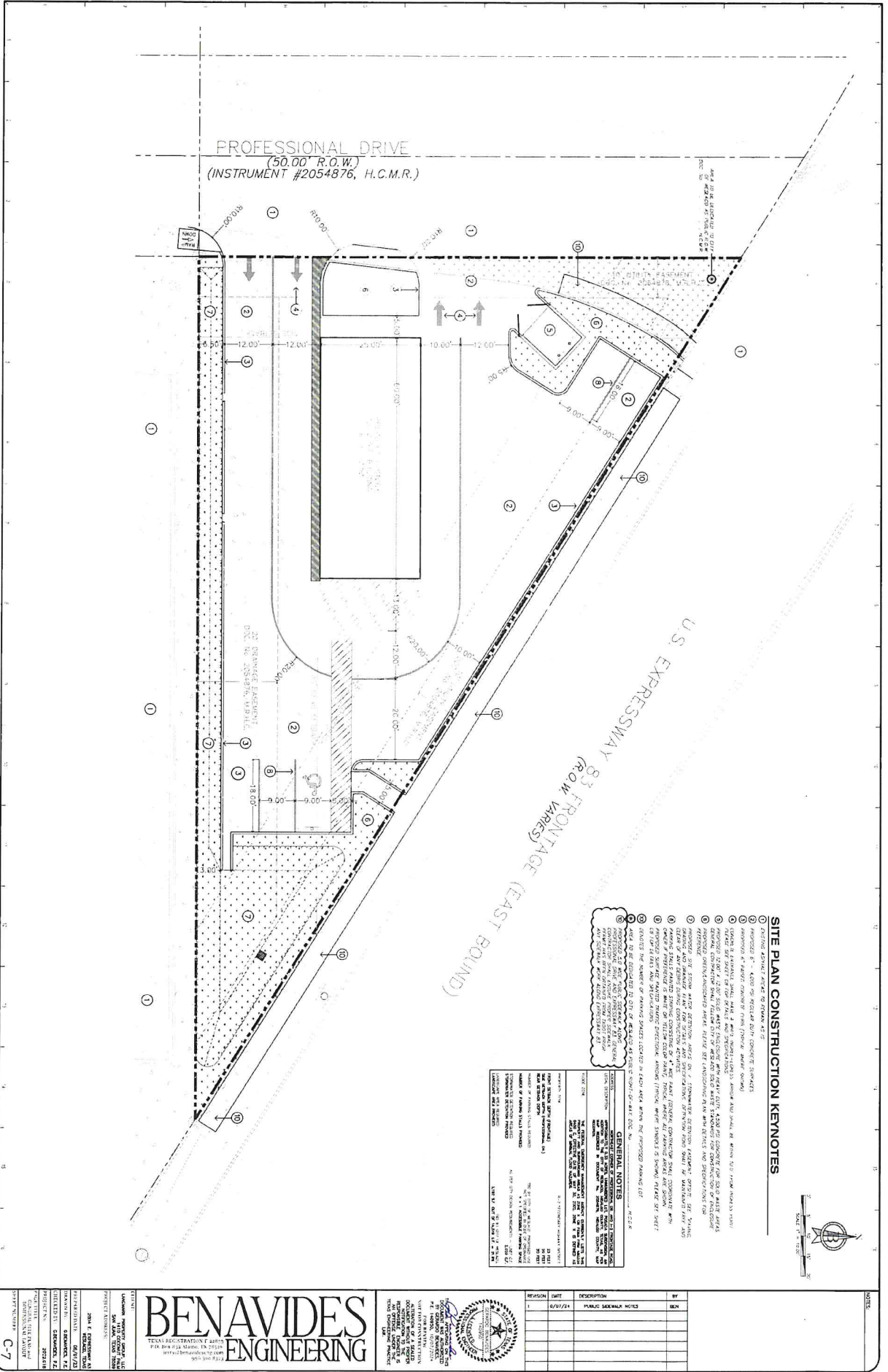


Homero Luis Gutierrez
Homero Luis Gutierrez, RPLS No. 2791
Date: 06/05/2024

HOMERO L. GUTIERREZ
P.O. Box 548
McAllen, Texas 78505
(956) 369-0988
REV.: 06/05/2024
DATE: 05/27/2024 JOB No.: HL624-081

New Survey

Site Plan



SITE PLAN CONSTRUCTION KEYNOTES

- 1) EXISTING ASPHALT DRIVE TO BE PAVED AS-IS
- 2) PROPOSED 6" - 4000 PSI READY MIX CONCRETE SLAB
- 3) PROPOSED 4" THICK CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 4) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 5) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 6) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 7) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 8) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 9) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE
- 10) PROPOSED 12" - 4000 PSI READY MIX CONCRETE SLAB (TYPICAL) UNDER DRIVE

GENERAL NOTES	
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE AND THE TEXAS ELECTRICAL CODE.	
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.	
3. ALL UTILITIES SHALL BE DEPTH MARKED PRIOR TO CONSTRUCTION.	
4. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.	
5. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE AND THE TEXAS ELECTRICAL CODE.	
7. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.	
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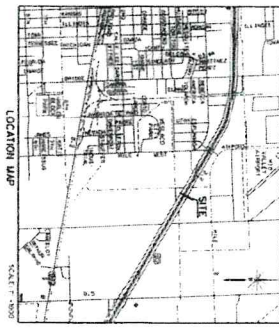
BENAVIDES ENGINEERING

2024 E. FARMERS ROAD
SUITE 100
DALLAS, TEXAS 75246
PHONE: (214) 343-1111
FAX: (214) 343-1112
WWW.BENAVIDES-ENGINEERING.COM

PROFESSIONAL ENGINEER
STATE OF TEXAS
NO. 12345
EXPIRATION DATE: 12/31/2025

REVISION	DATE	DESCRIPTION
1	8/17/24	ISSUED FOR PERMIT

Survey



KEY WORDS: aging; aging-related changes; aging-related changes in the brain; aging-related changes in the heart; aging-related changes in the lungs; aging-related changes in the stomach; aging-related changes in the intestines; aging-related changes in the liver; aging-related changes in the pancreas; aging-related changes in the spleen; aging-related changes in the thymus; aging-related changes in the thyroid; aging-related changes in the parathyroid; aging-related changes in the pituitary; aging-related changes in the hypothalamus; aging-related changes in the brain; aging-related changes in the heart; aging-related changes in the lungs; aging-related changes in the stomach; aging-related changes in the intestines; aging-related changes in the liver; aging-related changes in the pancreas; aging-related changes in the spleen; aging-related changes in the thymus; aging-related changes in the thyroid; aging-related changes in the parathyroid; aging-related changes in the pituitary; aging-related changes in the hypothalamus.

1. 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 282

PERSONA CONTACT		NAME		ADDRESS		CITY & ZIP		PHONE	
CARETAKER	MURIEL CANABO	2605 S. OLDS	MCALLIN TEXAS 78002	(504) 481-5443					
OPERATION	WILLIAM A. HODGINS	107 W. 7TH ST	MCALLIN TEXAS 78002	(504) 481-5443					
DEVELOPMENT	WILLIAM A. HODGINS	107 W. 7TH ST	MCALLIN TEXAS 78002	(504) 481-5443					

[illegible]



February 27, 2025

City of Weslaco
Planning Department
Rebekah de la Fuente

In regards to the letter received on 02/21/2025 from City of Weslaco pertaining to the conditional use permit by Ismael Reyes who is requesting a wine and malt beverage retail dealer's on premise license at 512 Professional Dr., in Weslaco, Texas.

Our perspective has always been that progress and development is a positive directive and more so in our city; however, in the case of Ismael Reyes requesting a liquor license on premise poses a danger to our community and especially to our youth. In 2023, according to the national survey on drug use and health, about 19.9% of youth ages 14 to 15 reported having at least one drink in their lifetime. In 2023, youth ages 12 to 20 reported drinking alcohol beyond just a few sips in the past month.

Drinking and driving kills people and upon further research we were able to gather information on recent incidents in our city as follows. Jorge Colunga crashed on FM 1015, driver was believed to be under the influence of alcohol and died at the scene on 06/07/24. Melissa Fay Flores, a Weslaco woman was charged with intoxication manslaughter after crashing her vehicle and killing her husband on 06/22/23. On April 11, 2024 Steven Al Vasquez was charged with two counts of intoxication assault with a vehicle causing serious bodily injury after having a michelada and xanax before the crash. That is to name a few incidents where alcohol was involved and many families were left hurting for life.

The location drive -thru was not planned strategically from the point of view of traffic. We have seen an increase in traffic and accidents from the ramp exiting the expressway towards 1015. The location for the drive-thru is going to make people want to exit abruptly to enter their business into 512 Professional Dr., making this a dangerous spot. Furthermore, the lines of people waiting to enter their location will create a lot of raising the risk of accidents. If the license that Ismael Reyes is requesting to be on premises, then we are going to be exposed to people drinking on the site with possible incidents on our property. On January 30, 2025, we had to call the Weslaco PD regarding an incident next door at Joe's Comfort Air where one female was laying on the floor and seemed to be under the influence & under stress. It was a very delicate and stressful citation that we had to witness and that is the same reason we are trying to avoid having violent incidents on our property stemming from alcohol consumption.

CATARINA POSADA, MD

February 27, 2025

**City of Weslaco
Planning Department
Rebekah de la Fuente**

We are writing in reference to the letter received on February 21, 2025, regarding the conditional use permit request by Mr. Ismael Reyes for a wine and malt beverage retail dealer's on-premise license at 512 Professional Dr., Weslaco, Texas.

While we recognize that progress and development are essential for the growth of our city, we strongly believe that granting this liquor license would have negative implications for our community, particularly for our youth. We are in the health care industry and our patients go from new born to young adults so we strongly disagree to have an adjacent business that promotes this type of drinks.

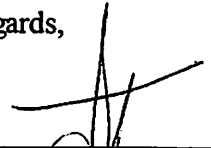
The presence of alcohol and its impact on the safety and well-being of our community is a significant concern. Alcohol-related incidents, including drinking and driving, continue to be a leading cause of death and injury in our community.

A risk assessment for this type of business was not conducted accordingly in order to foresee all of the dangers it could pose to the area from traffic accidents and health concerns. In addition to the safety concerns surrounding alcohol consumption, we are particularly worried about the location of the proposed drive-thru. With increased traffic from the expressway ramp leading to FM 1015, the location poses a significant risk of accidents. The design of the drive-thru, which will likely cause drivers to exit abruptly and potentially create long lines, raises further safety concerns for both customers and passersby.

For these reasons, we respectfully ask the City of Weslaco to reconsider the approval of this alcohol permit for Ismael Reyes. We believe that this decision would be in the best interest of our community, particularly our youth, and would help maintain the health and safety of our families.

We appreciate your time and consideration of this important matter.

Kind Regards,



**Catarina Posada, MD
Ecu Properties LLC
20405 SE Augusta Sq
McAllen, Tx 78503**

Considering that Dr. Catalina Posada, pediatric medical doctor and Dr. Claudia Hernandez, a pediatric dentist, would be directly affected by this enterprise exposing their patients and families to this type of lifestyle. Both Dr. Posada and Dr. Hernandez have dedicated their professional careers to educate the community of good healthy habits and this new business would be promoting the opposite. Our office primarily treats children ages 6 months and up. We are also very concerned with the exposure to elementary students from Airport Elementary School by sending subliminal messages that under age drinking is okay. Airport elementary is located 0.8 miles from the drive-thru and the school is so closed that at the end of the day we can hear the name of the students as they are being picked up from school. The drive-thru hours expose students to advertising and marketing to alcoholic beverages inclining the youth to bad habits.

We are kindly asking the City of Weslaco to reconsider this alcohol permit to Ismael Reyes based on the aforementioned objections and dangers to our community.

Kind Warm Regards,

 DDS, MSD

Dr. Claudia Hernandez, DDS MSD
Deus Jire LP
420 Professional Dr.
Weslaco, Tx 78596
956-357-9498

March 5, 2025.



Dear City Council/Planning Commission,

We appreciate the opportunity to address the concerns raised to us for the public hearing regarding our application for a Conditional Use Permit for wine and malt sales at our proposed fifth location of El Ronco Servi-Car. Our primary goal remains to serve the community responsibly while adhering to all regulations and ensuring a safe and welcoming environment for all neighboring properties.

Addressing Concerns Raised:

1. Operating Hours and Responsibility for Patron Actions:

A concern was raised about our establishment serving alcohol early in the morning, potentially posing a risk to dental patients undergoing procedures. We would like to clarify that our business operations begin at 12 PM, well past typical morning hours. Additionally, while we uphold strict policies for responsible alcohol service, we cannot be held accountable for individuals' actions outside of our establishment. We encourage all professional offices, including medical and dental practices, to implement thorough patient screening procedures rather than relying solely on the assumption that a patient will arrive sober for a medical procedure. Also, as a local and family-owned business we ask for some consideration as these requests to refrain our alcohol sales until afternoon hours would not be brought up to chain corporations.

2. Impact on the Professional Environment:

We understand the importance of maintaining a professional atmosphere for a business. Our establishment operates with strict policies regarding responsible alcohol service, including compliance with TABC regulations, staff training in responsible beverage service, and security measures to ensure that our customers conduct themselves in a respectful manner. We do not anticipate any disturbances that would affect the professionalism of adjacent businesses.

3. Traffic and Parking Considerations:

Traffic flow and parking availability are essential factors for all businesses in the area. Our establishment will have designated parking spaces that do not interfere with the operations of nearby businesses. Additionally, we are willing to work with local authorities and business owners to implement any necessary measures that may further alleviate potential concerns.

4. Proven Track Record of Responsible Operations Near Sensitive Areas:

Three of our existing locations operate in close proximity to a childcare facility on different cities, and we have never had any incidents or complaints related to alcohol sales. This demonstrates our commitment to maintaining a safe and responsible environment. We take great pride in ensuring our operations do not negatively impact our neighbors and surrounding businesses, as we are located in residential areas where communities are part of our day-to-day operations, and we will continue to uphold these high standards at our new location.

5. Community Contribution and Responsible Operations:

El Ronco Servi-Car has built a reputation for contributing positively to the communities we serve. We are committed to being good neighbors and actively participating in community initiatives. Our business model focuses on providing a family-friendly atmosphere with food and beverage services that prioritize community values and compliance with legal standards. If there are specific concerns from the neighboring properties or other businesses, we are open to dialogue and collaboration to ensure a mutually beneficial relationship.

We respectfully request the city's consideration of our permit application based on our proven track record of responsible business operations and our willingness to address and mitigate any concerns. We are committed to working together with the community to ensure that our establishment enhances the local business environment rather than detracting from it. We appreciate your time and consideration and are open to any further discussions necessary to clarify our commitment to responsible operations.

Sincerely,

El Ronco Servi-Car LLC

From: [ROLANDO HERNANDEZ](#)
To: [Flor Acuna](#)
Subject: Re: El Ronco Servicar / Ismael Reyes
Date: Wednesday, March 5, 2025 11:11:24 AM

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

I want to attend to meeting
Sent from my iPhone

On Mar 5, 2025, at 9:30 AM, Flor Acuna <facuna@weslacotx.gov> wrote:

Good morning, please email me as to what this information should be for.

Thank you in advance.

Flor E. Acuña
General Service Coordinator
City of Weslaco
255 S Kansas Ave.
Weslaco, Tx. 78596
Ph. 956-447-3403
Fax 956-973-3128
<image001.png>
<image002.jpg>

From: Rolando Hernandez <rhtx4321@yahoo.com>
Sent: Tuesday, March 4, 2025 9:55 PM
To: Flor Acuna <facuna@weslacotx.gov>
Subject: El Ronco Servicar / Ismael Reyes

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

Rolando Hernandez
1700 Raul Aguilar Dr
Palmview, TX. 78572
956-599-3281

Conditional Use

TABC

Legend

 512 Professional

Barrachina Pharmacy

Pediatric clinic

Professional Dr

VITAL CARGO EQUIPMENT...

E Frontage Rd

Weslaco Home Supply

Farrell Plumbing & Cooling Inc

Google Earth

Image © 2025 Airbus

200 ft





Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-343	
From: HOMER RHODES			
Subject: Discussion and consideration to award base bid for RFB No. 2024-25-16 Kansas and Los Torritos Drainage Improvements Project to the lowest bidder, Mor-Will, LLC, in the amount of \$4,504,898.30. (Staffed by Engineering 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):			
NORMA CANTU Albert Aldana Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Bid Analysis re Kansas and Los Torritos, Project Layout Plan Excerpt_modified Kansas Los Torritos, Project site			
Responsibilities upon Approval:			

BID ANALYSIS REPORT
FOR



**CITY OF WESLACO – KANSAS AND
LOS TORRITOS DRAINAGE
IMPROVEMENTS**

Prepared for:

CITY OF WESLACO

255 S. KANSAS AVE., WESLACO, TX 78596

PREPARED BY:



Halff Associates, Inc. (TBPELS Firm #312)

5000 West Military, Suite 100, McAllen, TX / 956.664.0286



April 02, 2025
34810.004

Weslaco Engineering Department
255 S. Kansas Ave.
Weslaco, Texas 78596

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

Re: Letter of Recommendation of Award of Contract

City of Weslaco Kansas and Los Torritos Drainage Improvements Project
Project No.: 2024-25-16

Dear Mr. Aldana:

On Tuesday March 25, 2025, five (5) bids for the above-referenced project were electronically submitted through City of Weslaco's bidding portal (BIDNET) and one (1) hardcopy were submitted to the City of Weslaco Purchasing Department and "opened" via zoom. The City of Weslaco-Purchasing Department has released the official bid tabulation to the City of Weslaco Engineering Department and Halff design team for further evaluation. Halff has reviewed the submitted bids and the Contractor's statement of Qualifications. As a part of the evaluation performed by Halff, our staff made contact to the references submitted per each bidder, evaluated each bid item and recommends for the City of Weslaco Kansas and Los Torritos Drainage Improvements Project to be awarded to the lowest responsible, responsive bidder, Mor-Will, LLC.

For your convenience, a copy of the complete Bid Tabulation is attached with a Bid Analysis illustrating Mor-Will, LLC. as the lowest responsible, responsive low bidder and references for the total Base Bid amount of **\$ 4,504,898.30**. At this time, no alternative items are being recommended for award.

Please feel free to contact me if you have any questions. I may be contacted via email at Scantu@halff.com or via telephone at 956.445.5255.

Sincerely,

A handwritten signature in blue ink that reads "Solveig Cantu".

Solveig Cantu
Land Development Project Manager



CITY OF WESLACO – KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS BID ANALYSIS - PROJECT NO: 2024-25-16

CITY OF WESLACO received the total of six (6) bids for the CITY OF WESLACO KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS on Tuesday March 25, 2025. The Bids received were from Clore Equipment, LLC, Foremost Paving, Inc., GO Underground, LLC., Mor-Will, LLC., RG Enterprises, LLC DBA G&G Contractors and, ECON. LLC., respectively. Upon opening of the bids, the following non-tabulated amounts were read aloud to those in attendance via zoom. Clore Equipment, LLC with total Base Bid amount \$4,913,588.48, Foremost Paving, LLC with total Base Bid amount \$5,310,850.93, GO Underground, LLC. with total Base Bid amount \$4,849,606.81, Mor-Will LLC., with total Base Bid amount of \$4,504,898.30, RG Enterprises, LLC DBA G&G Contractors with total Base Bid amount \$4,816,792.00, and ECON with total Base Bid amount \$4,871,605.39.

Bid Proposal Document Review

All bidders, Clore Equipment, LLC, Foremost Paving, Inc., GO Underground, LLC., Mor-Will, LLC., RG Enterprises, LLC DBA G&G Contractors, and ECON. LLC., submitted a bid package with acknowledgements of receiving the issued-out addendum(s).

Addendum No. 1 was issued on March ,7 2025, and consisted of the following items:

- Contained clarifications on the Project Estimate quantity for the Base Bid of the Project.
- Included Details and Specifications for the proposed Junction Boxes that were missing from the issued plan set.

Schedule “A” – Bid Tab

The bid tab provided by the City of Weslaco Purchasing Department illustrated the six (6) bids side by side. Upon review, it was noted that Mor-Will is the apparent lowest responsible, responsive bidder with a total Base Bid amount of \$4,504,898.30. For the purpose of this bid analysis, this bid submittal will be further analyzed.

Schedule “B” – Unit Price and Bid Amount Comparison with Respect to Engineer’s Estimate.

City of Weslaco – Kansas and Los Torritos Drainage Improvements

The Engineer’s Estimate of \$5,424,184.50 when compared to Mor-Will, LLC. bid does reflect the following result:

- Mor-Will, LLC. Official tabulated bid of \$4,504,898.30 is \$919,286.20 or 17% under the Engineer’s Estimate.

Schedule “C & D” – Major Items or Work Comparison

Halff Associates, Inc. determine each respective bid item’s percent (%) to total bid amount on Schedule “C” and identified items greater than 5% of contract amount or greater than \$100,000 on Schedule “D”, therefore, both schedules assist in identifying the potential major items of



work. The percent (%) of each item to total Engineer's Estimate & Total Bid Amount respectively are compared below:

City of Weslaco – Kansas and Los Torritos Drainage Improvements

Item Multi Reinforced Concrete Boxes in Mor-Will LLC's bid total is identified as major item greater than 5% of the contract amount or greater than \$100,000. In comparison, the major item listed above is 1.81% (54.27% greater 52.46%) greater than the Engineer's Estimate.

Schedule "C & D" – Major Item Unit Price Analysis with Respect to Engineer's Estimate

The bid analysis process undertaken by Halff also included an examination of the unit prices for reasonable conformance with the estimated price (prepared by Halff) to determine if the contract should be awarded or if all bids should be rejected (see Schedule "C" & "D").

City of Weslaco – Kansas and Los Torritos Drainage Improvements

Unit Prices range for Major Work Removal – Existing Pavement & Residential Driveways (Asphalt & Concrete) are:

- Engineer's Estimate - \$33.00 SY
- Mor-Will, LLC. – \$4.89 is 85% lower than Engineer's Estimate (\$33.00 less \$4.89 = \$28.11), ($\$28.11/\$33.00 = 85\%$)
- Item Removal – Existing Pavement & Residential Driveways (Asphalt & Concrete) as a major item of work does represent \$166,073.88 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Unit Prices range for Major Work Item 2-in HMAC are:

- Engineer's Estimate - \$55.00 SY
- Mor-Will, LLC. – \$17.98 is 67% lower than Engineer's Estimate (\$55.00 less \$17.98 = \$37.02), ($\$37.02/\$55.00 = 67\%$)
- Item 2-in HMAC as a major item of work does represent \$179,621.04 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Unit prices range for Major Work Item 8-in Flexible Base are:

- Engineer's Estimate - \$38.50 SY
- Mor-Will, LLC. – \$10.65 is 72% lower than Engineer's Estimate (\$38.50 less \$10.65 = \$27.85), ($\$27.85/\$38.50 = 72\%$)
- Item 8-in Flexible Base as a major item of work does represent \$157,909.50 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Unit prices range for Major Work Item 8-in Lime Treated Subgrade; 4% by weight are:

- Engineer's Estimate - \$38.50 SY
- Mor-Will, LLC. – \$6.06 is 84% lower than Engineer's Estimate (\$38.50 less \$6.06 = \$32.44), ($\$32.44/\$38.50 = 84\%$)
- Item 8-in Lime Treated Subgrade as a major item of work does represent \$183,934.80 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Unit prices range for Major Work Item Concrete Curb and Gutter are:

- Engineer's Estimate - \$55.00 SY
- Mor-Will, LLC. – \$16.05 is 71% lower than Engineer's Estimate (\$55.00 less \$16.05 = \$38.95), ($\$38.95/\$55.00 = 71\%$)
- Item 8-in Lime Treated Subgrade as a major item of work does represent \$102,778.00 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Unit prices range for Major Work Item Multi Reinforced Concrete Boxes are:

- Engineer's Estimate - \$1,980 LF
- Mor-Will, LLC. – \$1,701.25 is 14% lower than Engineer's Estimate (\$1,980 less \$1,701.25 = \$278.75), ($\$278.75/1,980 = 14\%$)
- Item Multi Reinforced Concrete Boxes as a major item of work does represent \$400,563.75 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Unit prices range for Major Work Item Trench Protection – Storm RCB are:

- Engineer's Estimate - \$110.00 LF
- Mor-Will, LLC. – \$14.61 is 87% lower than Engineer's Estimate (\$110.00 less \$14.61 = \$95.39), ($\$95.39/\$110.00 = 87\%$)
- Item Trench Protection – Storm RCB as a major item of work does represent \$137,075.43 under the Engineer's Estimate. This difference in unit prices can be attributed to material availability/location, and the contractor's productivity and equipment efficiency. Unit prices utilized by the Engineer were computed based on TxDOT's statewide average unit prices.

Bidder Qualifications

Bidders must meet the following minimum criteria:

- a. The bidder must demonstrate **Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this project. The comparable scope shall be at least ¼ size of the proposed project.

- b. At least two *Key Personnel and their potential alternate, employed by the Bidder must have a minimum of five (5) years of experience in similar construction projects.
- c. The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.
- d. Bidder may, at its discretion, include resumes of alternates for Key Personnel, and if in the process of bid evaluation, the Owner rejects any Key Personnel, the Owner will consider the alternates.

Bid Reference Review

As apart of the Bid Analysis process Halff contacted the references provided by the Bidders. The references from each bidder were asked a series of questions such as these below:

1. What type of project did this Contractor do for you?
2. What services were self-performed?
3. Did they finish on time? Aside from Weather Days?
4. Were there any Change Order? If so were they driven by the Contractor or Client?
5. On your next project if you had to choose a contractor would they be on your top 3 Choices?

Below is a brief description of the questions discussed with Bidder's References:

- Clore Equipment, LLC. listed Mr. Walker Smith from the Port of Harlingen as a reference for their Port's Rider 38 2020 Road Improvement Project, which involved roadway improvements with minimal drainage work. All services provided by Clore Equipment, LLC. were self-performed, though some aspects of the work were subcontracted. The project was completed to the engineer's specifications and on schedule, except for weather-related delays. There was one change order, which was initiated by the client. Overall, Mr. Smith expressed satisfaction with the work completed by Clore Equipment, LLC. and would recommend them for future projects. A second reference from Mr. Steve Bearden of the Port Isabel – Navigation District was attempted, but unfortunately, he is retired.
- Foremost, LLC listed as a reference Ms. Pilar Corpus from SDI Engineering; however, she no longer is employed there. We reached out to Mrs. Rebecca Morrison, and she confirmed that Foremost, LLC. has previously worked on the project from Hidalgo County Irrigation District #1 lining of the Main Canal from FM676 to FM 2220. Mrs. Rebecca Morrison highly praises Foremost Paving for their self-sufficiency in completing projects. She mentioned that instead of presenting problems to the client, Foremost Paving offers solutions and provides documentation to ensure everything runs smoothly and efficiently.
- GO Underground, LLC. did not provide any references for completed or ongoing projects.

- Mor-Will, LLC. listed Mr. Noe Saldivar, District Engineer from Hidalgo County Drainage District No. 1, as a reference; however, he is no longer employed there. We reached out to Mr. Omar Anzaldua regarding Mor-Will, LLC. and he confirmed that the company had previously worked on the Ditch Widening Project and a Gate Structure for HCDD1, with all services self-performed. While Mor-Will, LLC. completed the project on time, there was a minor change order due to site condition changes, which was initiated by the contractor. By the end of the conversation, Mr. Anzaldua expressed his willingness to recommend or collaborate with Mor-Will, LLC. again. A second reference was Melden & Hunt Inc. from Mr. Mario A. Reyna, was contacted regarding the reference; however, he was out of the office and mentioned he would call back.
- RG Enterprises, LLC DBA G&G Contractors included as a reference Steven de la Garza from Hidalgo County Urban County Program, but no response was received. The second reference was Charlie Garcia III from CG5 Architect was listed as a reference for RG Enterprises, LLC. on a Municipal Park Improvement Project. The work was completed by RG Enterprises, LLC., both through self-performance and subcontractors for major aspects of the project. All projects completed by RG Enterprises, LLC. were finished on schedule. While change orders were issued, they were owner-driven, stemming from unforeseen site conditions and requests for additional scope of work. Mr. Garcia mentioned he would be open to collaborating with RG Enterprises, LLC. on future projects.
- ECON, LLC. included as a reference Mr. Oscar Villarreal from Hidalgo County CDBG-CV but no response was received at the moment. We reached out to Mr. Omar Anzaldua regarding ECON, LLC. and he confirmed that the company had previously worked on the Ditch Widening Project for HCDD1, with all services self-performed. While ECON, LLC. completed the project on time, although there was a minor change order due to site condition changes, which was initiated by the contractor. By the end of the conversation, Mr. Anzaldua expressed his willingness to recommend or collaborate with Mor-Will, LLC. again.

Bid Analysis Summary

As per the Bid Analysis, and with respect to the following it has been determined that the bid from Mor-Will, LLC., is satisfactory and no “unbalance” items in the bid were identified.

The examination and evaluation of unit prices for reasonable conformance did not detect mathematical unbalancing or a materially unbalanced bid. The engineer’s unit prices were based on monthly average unit bid prices locally and statewide. It is recommended, based on Bid Analysis, that the Low Responsible and Responsive Bidder (Mor-Will, LLC.) be awarded the contract.



Evaluation Items:

1. Schedule “A” – Part 1 – Bid Tabulation
2. Schedule “B” – Comparison to Engineer’s Estimate
3. Schedule “C” - Identification of Major Items of Work
4. Schedule “D” – Evaluation of Major Items Unit Prices



Schedule “A”

Part 1 – Bid Tabulation

City of Weslaco Kansas and Los Torritos Drainage Improvement Project																		
BID TABULATION																		
BIDDERS					ENGINEER'S AMOUNT		Clore Equipment LLC		Foremost Paving Inc.		GO Underground, LLC.		Mor-Will, LLC.		RG Enterprises, LLC DBA G&G Contractors		ECON, LLC.	
	Description	Type	UOM	Quantity	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
GENERAL	General Conditions	BASE	LS	1	\$ 0.01	\$ 0.01	\$ 5,412.50	\$ 5,412.50	\$ 0.01	\$ 0.01	\$ 60,000.00	\$ 60,000.00	\$ 21,000.00	\$ 21,000.00	\$ 50,000.00	\$ 50,000.00	\$ 101,326.25	\$ 101,326.25
	Overhead & Profit	BASE	LS	1	\$ 0.01	\$ 0.01	\$ 225,000.00	\$ 225,000.00	\$ 0.01	\$ 0.01	\$ 65,000.00	\$ 65,000.00	\$ 750,000.00	\$ 750,000.00	\$ 300,000.00	\$ 300,000.00	\$ 310,000.00	\$ 310,000.00
	P&P Bonds/ Insurance	BASE	LS	1	\$ 0.01	\$ 0.01	\$ 50,293.00	\$ 50,293.00	\$ 0.01	\$ 0.01	\$ 65,000.00	\$ 65,000.00	\$ 118,125.00	\$ 118,125.00	\$ 90,000.00	\$ 90,000.00	\$ 50,000.00	\$ 50,000.00
	Mobilization	BASE	LS	1	\$ 0.01	\$ 0.01	\$ 73,703.82	\$ 73,703.82	\$ 0.01	\$ 0.01	\$ 207,000.00	\$ 207,000.00	\$ 15,750.00	\$ 15,750.00	\$ 40,000.00	\$ 40,000.00	\$ 51,500.00	\$ 51,500.00
	Erosion Control Measures	BASE	LS	1	\$ 0.01	\$ 0.01	\$ 9,870.00	\$ 9,870.00	\$ 0.01	\$ 0.01	\$ 22,000.00	\$ 22,000.00	\$ 52,500.00	\$ 52,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,587.50	\$ 11,587.50
	Traffic Control	BASE	LS	1	\$ 0.01	\$ 0.01	\$ 22,000.00	\$ 22,000.00	\$ 0.01	\$ 0.01	\$ 26,600.00	\$ 26,600.00	\$ 85,050.00	\$ 85,050.00	\$ 15,000.00	\$ 15,000.00	\$ 18,025.00	\$ 18,025.00
DEMOLITION	Clearing and Grubbing	BASE	AC	4	\$ 6,600.00	\$ 26,400.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00	\$ 3,325.00	\$ 13,300.00	\$ 3,937.50	\$ 15,750.00	\$ 10,000.00	\$ 40,000.00	\$ 1,866.88	\$ 7,467.52
	Removal - Curb and/or Gutter	BASE	LF	2680	\$ 5.50	\$ 14,740.00	\$ 5.50	\$ 14,740.00	\$ 8.00	\$ 21,440.00	\$ 5.87	\$ 15,720.00	\$ 7.84	\$ 21,011.20	\$ 20.00	\$ 53,600.00	\$ 8.39	\$ 22,485.20
	Removal - Existing Pavement & Residential Driveways (Asphalt & Concrete)	BASE	SY	5908	\$ 33.00	\$ 194,964.00	\$ 6.75	\$ 39,879.00	\$ 11.30	\$ 66,760.40	\$ 6.03	\$ 35,632.00	\$ 4.89	\$ 28,890.12	\$ 18.00	\$ 106,344.00	\$ 13.43	\$ 79,344.44
	Removal - Storm Inlet/Manhole	BASE	EA	9	\$ 1,100.00	\$ 9,900.00	\$ 850.00	\$ 7,650.00	\$ 900.00	\$ 8,100.00	\$ 1,200.00	\$ 10,800.00	\$ 816.67	\$ 7,350.03	\$ 6,000.00	\$ 54,000.00	\$ 965.63	\$ 8,690.67
	Removal - 12" Storm Pipe	BASE	LF	100	\$ 22.00	\$ 2,200.00	\$ 16.70	\$ 1,670.00	\$ 30.00	\$ 3,000.00	\$ 8.00	\$ 800.00	\$ 52.50	\$ 5,250.00	\$ 20.00	\$ 2,000.00	\$ 11.48	\$ 1,148.00
	Removal - 15" Storm Pipe	BASE	LF	247	\$ 22.00	\$ 5,434.00	\$ 17.50	\$ 4,322.50	\$ 35.00	\$ 8,645.00	\$ 8.00	\$ 1,976.00	\$ 21.26	\$ 5,251.22	\$ 20.00	\$ 4,940.00	\$ 12.24	\$ 3,023.28
	Removal - 36" Storm Pipe	BASE	LF	21	\$ 38.50	\$ 808.50	\$ 46.50	\$ 976.50	\$ 40.00	\$ 840.00	\$ 8.00	\$ 168.00	\$ 50.00	\$ 1,050.00	\$ 30.00	\$ 630.00	\$ 18.55	\$ 389.55
	Removal - 48" - 60" Storm Pipe	BASE	LF	601	\$ 38.50	\$ 23,138.50	\$ 35.20	\$ 21,155.20	\$ 55.00	\$ 33,055.00	\$ 6.50	\$ 3,904.00	\$ 34.94	\$ 20,998.94	\$ 30.00	\$ 18,030.00	\$ 31.55	\$ 18,961.55
	Removal - Sanitary Sewer Manhole	BASE	EA	3	\$ 1,100.00	\$ 3,300.00	\$ 1,550.00	\$ 4,650.00	\$ 900.00	\$ 2,700.00	\$ 2,600.00	\$ 7,800.00	\$ 525.00	\$ 1,575.00	\$ 6,000.00	\$ 18,000.00	\$ 965.63	\$ 2,896.89
	Removal - 12" Sanitary Sewer Pipe	BASE	LF	725	\$ 22.00	\$ 15,950.00	\$ 26.75	\$ 19,393.75	\$ 15.00	\$ 10,875.00	\$ 16.00	\$ 11,600.00	\$ 7.24	\$ 5,249.00	\$ 20.00	\$ 14,500.00	\$ 11.48	\$ 8,323.00
	Removal - 8" Waterline Pipe	BASE	LF	695	\$ 16.50	\$ 11,467.50	\$ 23.00	\$ 15,985.00	\$ 30.00	\$ 20,850.00	\$ 11.45	\$ 7,960.00	\$ 4.53	\$ 3,148.35	\$ 20.00	\$ 13,900.00	\$ 10.95	\$ 7,610.25
	Removal - Water Services	BASE	EA	14	\$ 1,650.00	\$ 23,100.00	\$ 705.00	\$ 9,870.00	\$ 1,400.00	\$ 19,600.00	\$ 571.43	\$ 8,000.00	\$ 735.00	\$ 10,290.00	\$ 30.00	\$ 420.00	\$ 57.94	\$ 811.16
	Removal of Existing Outfall - Headwall and Riprap	BASE	SY	55	\$ 10.00	\$ 550.00	\$ 34.10	\$ 1,875.50	\$ 20.00	\$ 1,100.00	\$ 44.00	\$ 2,420.00	\$ 190.91	\$ 10,500.05	\$ 109.00	\$ 5,995.00	\$ 13.43	\$ 738.65
PAVING IMPROVEMENTS	2-in HMAC	BASE	SY	4852	\$ 55.00	\$ 266,860.00	\$ 16.80	\$ 81,513.60	\$ 20.27	\$ 98,350.04	\$ 25.95	\$ 125,912.00	\$ 17.98	\$ 87,238.96	\$ 30.00	\$ 145,560.00	\$ 20.85	\$ 101,164.20
	8-in Flexible Base	BASE	SY	5670	\$ 38.50	\$ 218,295.00	\$ 15.00	\$ 85,050.00	\$ 17.17	\$ 97,353.90	\$ 13.52	\$ 76,659.00	\$ 10.65	\$ 60,385.50	\$ 21.00	\$ 119,070.00	\$ 13.27	\$ 75,240.90
	8-in Lime Treated Subgrade; 4% by weight	BASE	SY	5670	\$ 38.50	\$ 218,295.00	\$ 16.50	\$ 93,555.00	\$ 9.84	\$ 55,792.80	\$ 10.10	\$ 57,264.30	\$ 6.06	\$ 34,360.20	\$ 19.00	\$ 107,730.00	\$ 11.75	\$ 66,622.50
	Concrete Curb and Gutter	BASE	LF	2680	\$ 55.00	\$ 147,400.00	\$ 17.80	\$ 47,704.00	\$ 21.27	\$ 57,003.60	\$ 22.00	\$ 58,968.40	\$ 16.65	\$ 44,622.00	\$ 26.00	\$ 69,680.00	\$ 14.99	\$ 40,173.20
	Residential - Concrete Driveway Apron	BASE	SY	212	\$ 198.00	\$ 41,976.00	\$ 55.65	\$ 11,797.80	\$ 180.00	\$ 38,160.00	\$ 75.71	\$ 16,049.76	\$ 89.15	\$ 18,899.80	\$ 93.00	\$ 19,716.00	\$ 66.27	\$ 14,049.24
	Street - Concrete Driveway Apron/Pavement	BASE	SY	267	\$ 198.00	\$ 52,866.00	\$ 61.40	\$ 16,393.80	\$ 110.00	\$ 29,370.00	\$ 80.00	\$ 21,360.69	\$ 39.33	\$ 10,501.11	\$ 74.00	\$ 19,758.00	\$ 67.56	\$ 18,038.52
	Concrete Sidewalk	BASE	SY	340	\$ 165.00	\$ 56,100.00	\$ 43.50	\$ 14,790.00	\$ 150.00	\$ 51,000.00	\$ 51.00	\$ 17,340.60	\$ 43.24	\$ 14,701.60	\$ 88.00	\$ 29,920.00	\$ 42.39	\$ 14,412.60
	Accessible Concrete Sidewalk Ramp	BASE	EA	6	\$ 4,620.00	\$ 27,720.00	\$ 1,920.00	\$ 11,520.00	\$ 2,500.00	\$ 15,000.00	\$ 2,700.00	\$ 16,200.00	\$ 4,200.00	\$ 25,200.00	\$ 3,000.00	\$ 18,000.00	\$ 1,223.13	\$ 7,338.78
DRAINAGE IMPROVEMENTS	Remove and Replace Mailbox	BASE	EA	23	\$ 220.00	\$ 5,060.00	\$ 350.00	\$ 8,050.00	\$ 200.00	\$ 4,600.00	\$ 400.00	\$ 9,200.00	\$ 1,050.00	\$ 24,150.00	\$ 652.00	\$ 14,996.00	\$ 212.44	\$ 4,886.12
	Multi Reinforced Concrete Boxes (2 - 6-ft X 8-ft RCB) Includes Concrete Caps, Cement Stablized Fill and Grouting	BASE	LF	1437	\$ 1,980.00	\$ 2,845,260.00	\$ 2,142.13	\$ 3,078,240.81	\$ 2,312.00	\$ 3,322,344.00	\$ 2,275.66	\$ 3,270,128.00	\$ 1,701.25	\$ 2,444,701.74	\$ 1,706.00	\$ 2,451,522.00	\$ 2,204.04	\$ 3,167,205.48
	Equalizer - 3-ft X 3-ft Reinforced Concrete Box (RCB)	BASE	EA	7	\$ 660.00	\$ 4,620.00	\$ 4,400.00	\$ 30,800.00	\$ 4,000.00	\$ 28,000.00	\$ 2,502.43	\$ 17,517.00	\$ 3,527.55	\$ 24,692.85	\$ 1,200.00	\$ 8,400.00	\$ 4,184.38	\$ 29,290.66
	15-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	34	\$ 99.00	\$ 3,366.00	\$ 118.00	\$ 30,800.00	\$ 140.00	\$ 4,760.00	\$ 59.64	\$ 2,027.60	\$ 73.36	\$ 2,494.24	\$ 64.00	\$ 2,176.00	\$ 75.89	\$ 2,580.26
	24-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	105	\$ 165.00	\$ 17,325.00	\$ 78.00	\$ 4,012.00	\$ 150.00	\$ 15,750.00	\$ 64.35	\$ 6,756.80	\$ 63.67	\$ 6,685.35	\$ 90.00	\$ 9,450.00	\$ 83.85	\$ 8,804.25
	36-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	144	\$ 165.00	\$ 23,760.00	\$ 140.00	\$ 20,160.00	\$ 170.00	\$ 24,480.00	\$ 119.83	\$ 17,256.00	\$ 125.01	\$ 18,001.44	\$ 180.00	\$ 25,920.00	\$ 151.97	\$ 21,883.68
	48-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	69	\$ 275.00	\$ 18,975.00	\$ 225.00	\$ 15,525.00	\$ 280.00	\$ 19,320.00	\$ 196.55	\$ 13,561.80	\$ 187.43	\$ 12,932.67	\$ 290.00	\$ 20,010.00	\$ 232.52	\$ 16,043.88
	Reinforced Concrete Bend	BASE	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 7,100.00	\$ 7,100.00	\$ 30,000.00	\$ 30,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,182.00	\$ 7,182.00	\$ 10,000.00	\$ 10,000.00	\$ 1,802.50	\$ 1,802.50
	Combination Inlet (PCU)	BASE	EA	8	\$ 3,200.00	\$ 25,600.00	\$ 5,300.00	\$ 42,400.00	\$ 5,400.00	\$ 43,200.00	\$ 5,600.00	\$ 44,800.00	\$ 4,034.10	\$ 32,272.80	\$ 5,000.00	\$ 40,000.00	\$ 4,753.45	\$ 38,027.60
	48-in Precast Manhole to Discharge to MRCB	BASE	EA	4	\$ 8,800.00	\$ 35,200.00	\$ 5,900.00	\$ 23,600.00	\$ 4,600.00	\$ 18,400.00	\$ 5,037.50	\$ 20,150.00	\$ 3,457.65	\$ 13,830.60	\$ 4,500.00	\$ 18,000.00	\$ 4,497.24	\$ 17,988.96
	Precast Manholes (Depths Varies - Approx. 15 to 20 Deep)	BASE	EA	2	\$ 38,500.00	\$ 77,000.00	\$ 14,700.00	\$ 29,400.00	\$ 16,000.00	\$ 32,000.00	\$ 12,425.00	\$ 24,850.00	\$ 8,947.58	\$ 17,895.16	\$ 15,000.00	\$ 30,000.00	\$ 11,422.06	\$ 22,844.12
	Sta 78+31.00 Junction Box	BASE	EA	1	\$ 105,875.00	\$ 105,875.00	\$ 168,360.00	\$ 168,360.00	\$ 195,000.00	\$ 195,000.00	\$ 32,000.00	\$ 32,000.00	\$ 42,000.00	\$ 42,000.00	\$ 50,000.00	\$ 50,000.00	\$ 34,762.50	\$ 34,762.50
	Sta 79+40.98 Junciton Box	BASE	EA	1	\$ 88,660.00	\$ 88,660.00	\$ 157,350.00	\$ 157,350.00	\$ 165,000.00	\$ 165,000.00	\$ 32,000.00	\$ 32,000.00	\$ 42,000.00	\$ 42,000.00	\$ 50,000.00	\$ 50,000.00	\$ 34,762.50	\$ 34,762.50
	Sta 70+00 Outfall and Headwall	BASE	EA	1	\$ 55,000.00	\$ 55,000.00	\$ 56,465.00	\$ 56,465.00	\$ 55,000.00	\$ 55,000.00	\$ 39,000.00	\$ 39,000.00	\$ 31,500.00	\$ 31,500.00	\$ 20,000.00	\$ 20,000.00	\$ 8,497.50	\$ 8,497.50
	Trench Protection - Storm RCB	BASE	LF	1437	\$ 110.00	\$ 158,070.00	\$ 2.10	\$ 3,017.70	\$ 10.00	\$ 14,370.00	\$ 2.00	\$ 2,880.11	\$ 14.61	\$ 20,994.57	\$ 45.00	\$ 64,665.00	\$ 21.89	\$ 31,455.93
	Trench Protection - Storm RCP	BASE	LF	352	\$ 22.00	\$ 7,744.00	\$ 3.10	\$ 1,091.20	\$ 1.00	\$ 352.00	\$ 2.03	\$ 716.00	\$ 8.95	\$ 3,150.40	\$ 45.00	\$ 15,840.00	\$ 7.73	\$ 2,720.96
	6'x6' Reinforced Concrete Box	BASE	LF	44	\$ 880.00	\$ 38,720.00	\$ 775.00	\$ 34,100.00	\$ 1,700.00	\$ 74,800.00	\$ 1,027.27	\$ 45,200.00	\$ 773.47	\$ 34,032.68	\$ 1,800.00	\$ 79,200.00	\$ 1,070.62	\$ 47,107.28
	Sta 51+41.89 Outfall and Headwall	BASE	EA	1	\$ 44,000.00	\$ 44,000.00	\$ 25,930.00	\$ 25,930.00	\$ 45,000.00	\$ 45,000.00	\$ 32,000.00	\$ 32,000.00	\$ 15,750.00	\$ 15,750.00	\$ 35,000.00	\$ 35,000.00	\$ 8,497.50	\$ 8,497.50
	Sta 51+41.89 Reinforced Concrete RipRap	BASE	CY	30	\$ 440.00	\$ 13,200.00	\$ 670.00	\$ 20,100.00	\$ 1,000.00	\$ 30,000.00	\$ 480.00	\$ 14,400.10	\$ 385.00	\$ 11,550.00	\$ 400.00	\$ 12,000.00	\$ 343.82	\$ 10,314.60
	Water Service Connections including Fittings and Water Meter w/Box	BASE	EA	14	\$ 2,750.00	\$ 38,500.00	\$ 2,200.00	\$ 30,800.00	\$ 4,000.00	\$ 56,000.00	\$ 1,471.29	\$ 20,598.00	\$ 704.92	\$ 9,868.88	\$ 6,000.00	\$ 84,000.00	\$ 2,252.66	\$ 31,537.24



Schedule “B”

Comparison to Engineer’s Estimate

City of Weslaco Kansas and Los Torritos Drainage Improvement Project										
BID TABULATION										
BIDDERS					ENGINEER'S AMOUNT		Mor-Will, LLC.		Compare Mor-Will, LLC. to Engr's Est. Unit Prices	Compare Mor-Will, LLC. to Engr's Est.Bid Amounts
	Description	Type	UOM	Quantity	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE		
DEMOLITION	Clearing and Grubbing	BASE	AC	4	\$ 6,600.00	\$ 26,400.00	\$ 3,937.50	\$ 15,750.00	\$ (2,662.50)	\$ (10,650.00)
	Removal - Curb and/or Gutter	BASE	LF	2680	\$ 5.50	\$ 14,740.00	\$ 7.84	\$ 21,011.20	\$ 2.34	\$ 6,271.20
	Removal - Existing Pavement & Residential Driveways (Asphalt & Concrete)	BASE	SY	5908	\$ 33.00	\$ 194,964.00	\$ 4.89	\$ 28,890.12	\$ (28.11)	\$ (166,073.88)
	Removal - Storm Inlet/Manhole	BASE	EA	9	\$ 1,100.00	\$ 9,900.00	\$ 816.67	\$ 7,350.03	\$ (283.33)	\$ (2,549.97)
	Removal - 12" Storm Pipe	BASE	LF	100	\$ 22.00	\$ 2,200.00	\$ 52.50	\$ 5,250.00	\$ 30.50	\$ 3,050.00
	Removal - 15" Storm Pipe	BASE	LF	247	\$ 22.00	\$ 5,434.00	\$ 21.26	\$ 5,251.22	\$ (0.74)	\$ (182.78)
	Removal - 36" Storm Pipe	BASE	LF	21	\$ 38.50	\$ 808.50	\$ 50.00	\$ 1,050.00	\$ 11.50	\$ 241.50
	Removal - 48" - 60" Storm Pipe	BASE	LF	601	\$ 38.50	\$ 23,138.50	\$ 34.94	\$ 20,998.94	\$ (3.56)	\$ (2,139.56)
	Removal - Sanitary Sewer Manhole	BASE	EA	3	\$ 1,100.00	\$ 3,300.00	\$ 525.00	\$ 1,575.00	\$ (575.00)	\$ (1,725.00)
	Removal - 12" Sanitary Sewer Pipe	BASE	LF	725	\$ 22.00	\$ 15,950.00	\$ 7.24	\$ 5,249.00	\$ (14.76)	\$ (10,701.00)
	Removal - 8" Waterline Pipe	BASE	LF	695	\$ 16.50	\$ 11,467.50	\$ 4.53	\$ 3,148.35	\$ (11.97)	\$ (8,319.15)
	Removal - Water Services	BASE	EA	14	\$ 1,650.00	\$ 23,100.00	\$ 735.00	\$ 10,290.00	\$ (915.00)	\$ (12,810.00)
	Removal of Existing Outfall - Headwall and Riprap	BASE	SY	55	\$ 10.00	\$ 550.00	\$ 190.91	\$ 10,500.05	\$ 180.91	\$ 9,950.05
PAVING IMPROVEMENTS	2-in HMAC	BASE	SY	4852	\$ 55.00	\$ 266,860.00	\$ 17.98	\$ 87,238.96	\$ (37.02)	\$ (179,621.04)
	8-in Flexible Base	BASE	SY	5670	\$ 38.50	\$ 218,295.00	\$ 10.65	\$ 60,385.50	\$ (27.85)	\$ (157,909.50)
	8-in Lime Treated Subgrade; 4% by weight	BASE	SY	5670	\$ 38.50	\$ 218,295.00	\$ 6.06	\$ 34,360.20	\$ (32.44)	\$ (183,934.80)
	Concrete Curb and Gutter	BASE	LF	2680	\$ 55.00	\$ 147,400.00	\$ 16.65	\$ 44,622.00	\$ (38.35)	\$ (102,778.00)
	Residential - Concrete Driveway Apron	BASE	SY	212	\$ 198.00	\$ 41,976.00	\$ 89.15	\$ 18,899.80	\$ (108.85)	\$ (23,076.20)
	Street - Concrete Driveway Apron/Pavement	BASE	SY	267	\$ 198.00	\$ 52,866.00	\$ 39.33	\$ 10,501.11	\$ (158.67)	\$ (42,364.89)
	Concrete Sidewalk	BASE	SY	340	\$ 165.00	\$ 56,100.00	\$ 43.24	\$ 14,701.60	\$ (121.76)	\$ (41,398.40)
	Accessible Concrete Sidewalk Ramp	BASE	EA	6	\$ 4,620.00	\$ 27,720.00	\$ 4,200.00	\$ 25,200.00	\$ (420.00)	\$ (2,520.00)
	Remove and Replace Mailbox	BASE	EA	23	\$ 220.00	\$ 5,060.00	\$ 1,050.00	\$ 24,150.00	\$ 830.00	\$ 19,090.00
	Multi Reinforced Concrete Boxes (2 - 6-ft X 8-ft RCB) Includes Concrete Caps, Cement Stablized Fill and Grouting	BASE	LF	1437	\$ 1,980.00	\$ 2,845,260.00	\$ 1,701.25	\$ 2,444,701.74	\$ (278.75)	\$ (400,558.26)
	Equalizer - 3-ft X 3-ft Reinforced Cond	BASE	EA	7	\$ 660.00	\$ 4,620.00	\$ 3,527.55	\$ 24,692.85	\$ 2,867.55	\$ 20,072.85
	15-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	34	\$ 99.00	\$ 3,366.00	\$ 73.36	\$ 2,494.24	\$ (25.64)	\$ (871.76)

DRAINAGE IMPROVEMENTS	24-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	105	\$ 165.00	\$ 17,325.00	\$ 63.67	\$ 6,685.35	\$ (101.33)	\$ (10,639.65)
	36-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	144	\$ 165.00	\$ 23,760.00	\$ 125.01	\$ 18,001.44	\$ (39.99)	\$ (5,758.56)
	48-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	69	\$ 275.00	\$ 18,975.00	\$ 187.43	\$ 12,932.67	\$ (87.57)	\$ (6,042.33)
	Reinforced Concrete Bend	BASE	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 7,182.00	\$ 7,182.00	\$ 4,982.00	\$ 4,982.00
	Combination Inlet (PCU)	BASE	EA	8	\$ 3,200.00	\$ 25,600.00	\$ 4,034.10	\$ 32,272.80	\$ 834.10	\$ 6,672.80
	48-in Precast Manhole to Discharge to MRCB	BASE	EA	4	\$ 8,800.00	\$ 35,200.00	\$ 3,457.65	\$ 13,830.60	\$ (5,342.35)	\$ (21,369.40)
	Precast Manholes (Depths Varies - Approx. 15 to 20 Deep)	BASE	EA	2	\$ 38,500.00	\$ 77,000.00	\$ 8,947.58	\$ 17,895.16	\$ (29,552.42)	\$ (59,104.84)
	Sta 78+31.00 Junction Box	BASE	EA	1	\$ 105,875.00	\$ 105,875.00	\$ 42,000.00	\$ 42,000.00	\$ (63,875.00)	\$ (63,875.00)
	Sta 79+40.98 Junciton Box	BASE	EA	1	\$ 88,660.00	\$ 88,660.00	\$ 42,000.00	\$ 42,000.00	\$ (46,660.00)	\$ (46,660.00)
	Sta 70+00 Outfall and Headwall	BASE	EA	1	\$ 55,000.00	\$ 55,000.00	\$ 31,500.00	\$ 31,500.00	\$ (23,500.00)	\$ (23,500.00)
	Trench Protection - Storm RCB	BASE	LF	1437	\$ 110.00	\$ 158,070.00	\$ 14.61	\$ 20,994.57	\$ (95.39)	\$ (137,075.43)
	Trench Protection - Storm RCP	BASE	LF	352	\$ 22.00	\$ 7,744.00	\$ 8.95	\$ 3,150.40	\$ (13.05)	\$ (4,593.60)
	6'x6' Reinforced Concrete Box	BASE	LF	44	\$ 880.00	\$ 38,720.00	\$ 773.47	\$ 34,032.68	\$ (106.53)	\$ (4,687.32)
	Sta 51+41.89 Outfall and Headwall	BASE	EA	1	\$ 44,000.00	\$ 44,000.00	\$ 15,750.00	\$ 15,750.00	\$ (28,250.00)	\$ (28,250.00)
WATER IMPROVEMENTS	Sta 51+41.89 Reinforced Concrete RipRap	BASE	CY	30	\$ 440.00	\$ 13,200.00	\$ 385.00	\$ 11,550.00	\$ (55.00)	\$ (1,650.00)
	Water Service Connections including Fittings and Water Meter w/Box	BASE	EA	14	\$ 2,750.00	\$ 38,500.00	\$ 704.92	\$ 9,868.88	\$ (2,045.08)	\$ (28,631.12)
	8-in Water PVC C900 DR18 Pipe w/ Fittings and Bends	BASE	LF	713	\$ 110.00	\$ 78,430.00	\$ 32.78	\$ 23,372.14	\$ (77.22)	\$ (55,057.86)
	Trench Protection - Water	BASE	LF	713	\$ 9.00	\$ 6,417.00	\$ 2.21	\$ 1,575.73	\$ (6.79)	\$ (4,841.27)
	8-in Tee	BASE	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 1,486.05	\$ 1,486.05	\$ 386.05	\$ 386.05
	8-in Gate Valve with Box	BASE	EA	3	\$ 4,400.00	\$ 13,200.00	\$ 2,634.36	\$ 7,903.08	\$ (1,765.64)	\$ (5,296.92)
	Connect to Existing Water	BASE	EA	3	\$ 6,600.00	\$ 19,800.00	\$ 1,750.00	\$ 5,250.00	\$ (4,850.00)	\$ (14,550.00)
	Temporary 4-in Flexible Pipe w/ Fitting	BASE	LF	612	\$ 55.00	\$ 33,660.00	\$ 46.40	\$ 28,396.80	\$ (8.60)	\$ (5,263.20)
	Temporary 12-in PVC (Casing)	BASE	LF	140	\$ 165.00	\$ 23,100.00	\$ 67.50	\$ 9,450.00	\$ (97.50)	\$ (13,650.00)
	Connection of Permanent Infrasture to Recently Installed Water Line	BASE	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,250.00	\$ 5,250.00	\$ (250.00)	\$ (250.00)
	Removal of Temporary Infrasture	BASE	LF	612	\$ 22.00	\$ 13,464.00	\$ 17.16	\$ 10,501.92	\$ (4.84)	\$ (2,962.08)
	Steel Casing	BASE	LF	30	\$ 352.00	\$ 10,560.00	\$ 163.05	\$ 4,891.50	\$ (188.95)	\$ (5,668.50)
	Temoprary Caliche Residential Drives	BASE	EA	7	\$ 1,100.00	\$ 7,700.00	\$ 1,575.00	\$ 11,025.00	\$ 475.00	\$ 3,325.00

SANITARY IMPROVEMENTS	12-in Sanitary Sewer Line with Fittings (Includes Segments of 150 PSI Pressure-Rate Pipe and End Cap)	BASE	LF	712	\$ 176.00	\$ 125,312.00	\$ 66.85	\$ 47,597.20	\$ (109.15)	\$ (77,714.80)
	48-in Fiberglass Manhole	BASE	EA	6	\$ 13,200.00	\$ 79,200.00	\$ 5,531.25	\$ 33,187.50	\$ (7,668.75)	\$ (46,012.50)
	20-in Steel Casing	BASE	LF	67	\$ 352.00	\$ 23,584.00	\$ 164.64	\$ 11,030.88	\$ (187.36)	\$ (12,553.12)
	Trench Protection - Sewer	BASE	LF	712	\$ 9.00	\$ 6,408.00	\$ 4.42	\$ 3,147.04	\$ (4.58)	\$ (3,260.96)
	Connect to Existing Sanitary Sewer	BASE	EA	1	\$ 7,150.00	\$ 7,150.00	\$ 10,500.00	\$ 10,500.00	\$ 3,350.00	\$ 3,350.00
BASE TOTAL					\$	5,424,184.50	\$ 4,504,898.30		\$	919,286.20



Schedule “C”

Identification of Major Items of Work

City of Weslaco Kansas and Los Torritos Drainage Improvement Project											
BID TABULATION											
BIDDERS					ENGINEER'S AMOUNT		Engineer's Est. % of Total BID	Mor-Will, LLC		Mor-Will, LLC % of Total BID	COMPARE Mor-Will, LLC BID ITEM AMOUNTS TO ENGR'S EST.
	Description	Type	UOM	Quantity	UNIT PRICE	EXT PRICE		UNIT PRICE	EXT PRICE		
DEMOLITION	Removal - Existing Pavement & Residential Driveways (Asphalt & Concrete)	BASE	SY	5908	\$ 33.00	\$ 194,964.00	3.59%	\$ 4.89	\$ 28,890.12	0.64%	\$ (166,073.88)
	Removal - 12" Storm Pipe	BASE	LF	100	\$ 22.00	\$ 2,200.00	0.04%	\$ 52.50	\$ 5,250.00	0.12%	\$ 3,050.00
	Removal - 15" Storm Pipe	BASE	LF	247	\$ 22.00	\$ 5,434.00	0.10%	\$ 21.26	\$ 5,251.22	0.12%	\$ (182.78)
	Removal - 36" Storm Pipe	BASE	LF	21	\$ 38.50	\$ 808.50	0.01%	\$ 50.00	\$ 1,050.00	0.02%	\$ 241.50
	Removal - 48" - 60" Storm Pipe	BASE	LF	601	\$ 38.50	\$ 23,138.50	0.43%	\$ 34.94	\$ 20,998.94	0.47%	\$ (2,139.56)
	Removal - 12" Sanitary Sewer Pipe	BASE	LF	725	\$ 22.00	\$ 15,950.00	0.29%	\$ 7.24	\$ 5,249.00	0.12%	\$ (10,701.00)
	Removal - 8" Waterline Pipe	BASE	LF	695	\$ 16.50	\$ 11,467.50	0.21%	\$ 4.53	\$ 3,148.35	0.07%	\$ (8,319.15)
	Removal - Water Services	BASE	EA	14	\$ 1,650.00	\$ 23,100.00	0.43%	\$ 30.00	\$ 420.00	0.01%	\$ (22,680.00)
	Removal of Existing Outfall - Headwall and Riprap	BASE	SY	55	\$ 10.00	\$ 550.00	0.01%	\$ 190.91	\$ 10,500.05	0.23%	\$ 9,950.05
PAVING IMPROVEMENTS	2-in HMAC	BASE	SY	4852	\$ 55.00	\$ 266,860.00	4.92%	\$ 17.98	\$ 87,238.96	1.94%	\$ (179,621.04)
	8-in Flexible Base	BASE	SY	5670	\$ 38.50	\$ 218,295.00	4.02%	\$ 10.65	\$ 60,385.50	1.34%	\$ (157,909.50)
	8-in Lime Treated Subgrade; 4% by weight	BASE	SY	5670	\$ 38.50	\$ 218,295.00	4.02%	\$ 6.06	\$ 34,360.20	0.76%	\$ (183,934.80)
	Concrete Curb and Gutter	BASE	LF	2680	\$ 55.00	\$ 147,400.00	2.72%	\$ 16.65	\$ 44,622.00	0.99%	\$ (102,778.00)
	Residential - Concrete Driveway Apron	BASE	SY	212	\$ 198.00	\$ 41,976.00	0.77%	\$ 89.15	\$ 18,899.80	0.42%	\$ (23,076.20)
	Street - Concrete Driveway Apron/Pavement	BASE	SY	267	\$ 198.00	\$ 52,866.00	0.97%	\$ 39.33	\$ 10,501.11	0.23%	\$ (42,364.89)
	Concrete Sidewalk	BASE	SY	340	\$ 165.00	\$ 56,100.00	1.03%	\$ 43.24	\$ 14,701.60	0.33%	\$ (41,398.40)
	Accessible Concrete Sidewalk Ramp	BASE	EA	6	\$ 4,620.00	\$ 27,720.00	0.51%	\$ 4,200.00	\$ 25,200.00	0.56%	\$ (2,520.00)
	Remove and Replace Mailbox	BASE	EA	23	\$ 220.00	\$ 5,060.00	0.09%	\$ 1,050.00	\$ 24,150.00	0.54%	\$ 19,090.00
DRAINAGE IMPROVEMENTS	Multi Reinforced Concrete Boxes (2 - 6-ft X 8-ft RCB) Includes Concrete Caps, Cement Stablized Fill and Grouting	BASE	LF	1437	\$ 1,980.00	\$ 2,845,260.00	52.46%	\$ 1,701.25	\$ 2,444,701.74	54.27%	\$ (400,558.26)
	15-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	34	\$ 99.00	\$ 3,366.00	0.06%	\$ 73.36	\$ 2,494.24	0.06%	\$ (871.76)
	24-in Reinforced Concrete Pipe (RCP Class III)	BASE	LF	105	\$ 165.00	\$ 17,325.00	0.32%	\$ 63.67	\$ 6,685.35	0.15%	\$ (10,639.65)
	48-in Precast Manhole to Discharge to MRCB	BASE	EA	4	\$ 8,800.00	\$ 35,200.00	0.65%	\$ 3,457.65	\$ 13,830.60	0.31%	\$ (21,369.40)
	Precast Manholes (Depths Varies - Approx. 15 to 20 Deep)	BASE	EA	2	\$ 38,500.00	\$ 77,000.00	1.42%	\$ 8,947.58	\$ 17,895.16	0.40%	\$ (59,104.84)
	Sta 78+31.00 Junction Box	BASE	EA	1	\$ 105,875.00	\$ 105,875.00	1.95%	\$ 42,000.00	\$ 42,000.00	0.93%	\$ (63,875.00)
	Sta 79+40.98 Junciton Box	BASE	EA	1	\$ 88,660.00	\$ 88,660.00	1.63%	\$ 42,000.00	\$ 42,000.00	0.93%	\$ (46,660.00)
	Sta 70+00 Outfall and Headwall	BASE	EA	1	\$ 55,000.00	\$ 55,000.00	1.01%	\$ 31,500.00	\$ 31,500.00	0.70%	\$ (23,500.00)

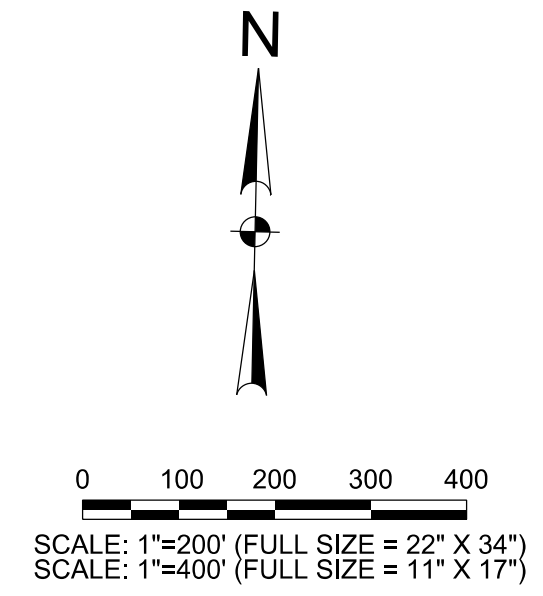
	Trench Protection - Storm RCB	BASE	LF	1437	\$ 110.00	\$ 158,070.00	2.91%	\$ 14.61	\$ 20,994.57	0.47%	\$ (137,075.43)
	6'x6' Reinforced Concrete Box	BASE	LF	44	\$ 880.00	\$ 38,720.00	0.71%	\$ 773.47	\$ 34,032.68	0.76%	\$ (4,687.32)
	Sta 51+41.89 Outfall and Headwall	BASE	EA	1	\$ 44,000.00	\$ 44,000.00	0.81%	\$ 15,750.00	\$ 15,750.00	0.35%	\$ (28,250.00)
	Sta 51+41.89 Reinforced Concrete RipRap	BASE	CY	30	\$ 440.00	\$ 13,200.00	0.24%	\$ 385.00	\$ 11,550.00	0.26%	\$ (1,650.00)
WATER IMPROVEMENTS	Connect to Existing Water	BASE	EA	3	\$ 6,600.00	\$ 19,800.00	0.37%	\$ 1,750.00	\$ 5,250.00	0.12%	\$ (14,550.00)
	Temporary 4-in Flexible Pipe w/ Fittings and Bends	BASE	LF	612	\$ 55.00	\$ 33,660.00	0.62%	\$ 46.40	\$ 28,396.80	0.63%	\$ (5,263.20)
	Temporary 12-in PVC (Casing)	BASE	LF	140	\$ 165.00	\$ 23,100.00	0.43%	\$ 67.50	\$ 9,450.00	0.21%	\$ (13,650.00)
	Connection of Permanent Infrastructure to Recently Installed Water Line	BASE	EA	1	\$ 5,500.00	\$ 5,500.00	0.10%	\$ 5,250.00	\$ 5,250.00	0.12%	\$ (250.00)
	Removal of Temporary Infrastructure	BASE	LF	612	\$ 22.00	\$ 13,464.00	0.25%	\$ 17.16	\$ 10,501.92	0.23%	\$ (2,962.08)
	Steel Casing	BASE	LF	30	\$ 352.00	\$ 10,560.00	0.19%	\$ 163.05	\$ 4,891.50	0.11%	\$ (5,668.50)
	Temoprary Caliche Residential Drives	BASE	EA	7	\$ 1,100.00	\$ 7,700.00	0.14%	\$ 1,575.00	\$ 11,025.00	0.24%	\$ 3,325.00
SANITARY IMPROVEMENTS	12-in Sanitary Sewer Line with Fittings (Includes Segments of 150 PSI Pressure-Rate Pipe and End Cap)	BASE	LF	712	\$ 176.00	\$ 125,312.00	2.31%	\$ 66.85	\$ 47,597.20	1.06%	\$ (77,714.80)
	20-in Steel Casing	BASE	LF	67	\$ 352.00	\$ 23,584.00	0.43%	\$ 164.64	\$ 11,030.88	0.24%	\$ (12,553.12)
BASE TOTAL					\$ 5,424,184.50			\$ 4,504,898.30			



Schedule “D”

Evaluation of Major Items Unit Prices

City of Weslaco Kansas and Los Torritos Drainage Improvement Project											
BID TABULATION											
BIDDERS					ENGINEER'S AMOUNT		Engineer's Est. % of Total BID	Mor-Will, LLC.		Mor-Will, LLC. % of Total BID	COMPARE Mor-Will, LLC. BID ITEM AMOUNTS TO ENGR'S EST.
	Description	Type	UOM	Quantity	UNIT PRICE	EXT PRICE		UNIT PRICE	EXT PRICE		
DEMOLITION	Removal - Existing Pavement & Residential Driveways (Asphalt & Concrete)	BASE	SY	5908	\$ 33.00	\$ 194,964.00	3.59%	\$ 4.89	\$ 28,890.12	0.64%	\$ (166,073.88)
PAVING IMPROVEMENTS	2-in HMAC	BASE	SY	4852	\$ 55.00	\$ 266,860.00	4.92%	\$ 17.98	\$ 87,238.96	1.94%	\$ (179,621.04)
	8-in Flexible Base	BASE	SY	5670	\$ 38.50	\$ 218,295.00	4.02%	\$ 10.65	\$ 60,385.50	1.34%	\$ (157,909.50)
	8-in Lime Treated Subgrade; 4% by weight	BASE	SY	5670	\$ 38.50	\$ 218,295.00	4.02%	\$ 6.06	\$ 34,360.20	0.76%	\$ (183,934.80)
	Concrete Curb and Gutter	BASE	LF	2680	\$ 55.00	\$ 147,400.00	2.72%	\$ 16.65	\$ 44,622.00	0.99%	\$ (102,778.00)
DRAINAGE IMPROVEMENTS	Multi Reinforced Concrete Boxes (2 - 6-ft X 8-ft RCB) Includes Concrete Caps, Cement Stablized Fill and Grouting	BASE	LF	1437	\$ 1,980.00	\$ 2,845,260.00	52.46%	\$ 1,701.25	\$ 2,444,696.25	54.27%	\$ (400,563.75)
	Trench Protection - Storm RCB	BASE	LF	1437	\$ 110.00	\$ 158,070.00	2.91%	\$ 14.61	\$ 20,994.57	0.47%	\$ (137,075.43)
BASE TOTAL					\$	5,424,184.50		\$	4,504,898.30		



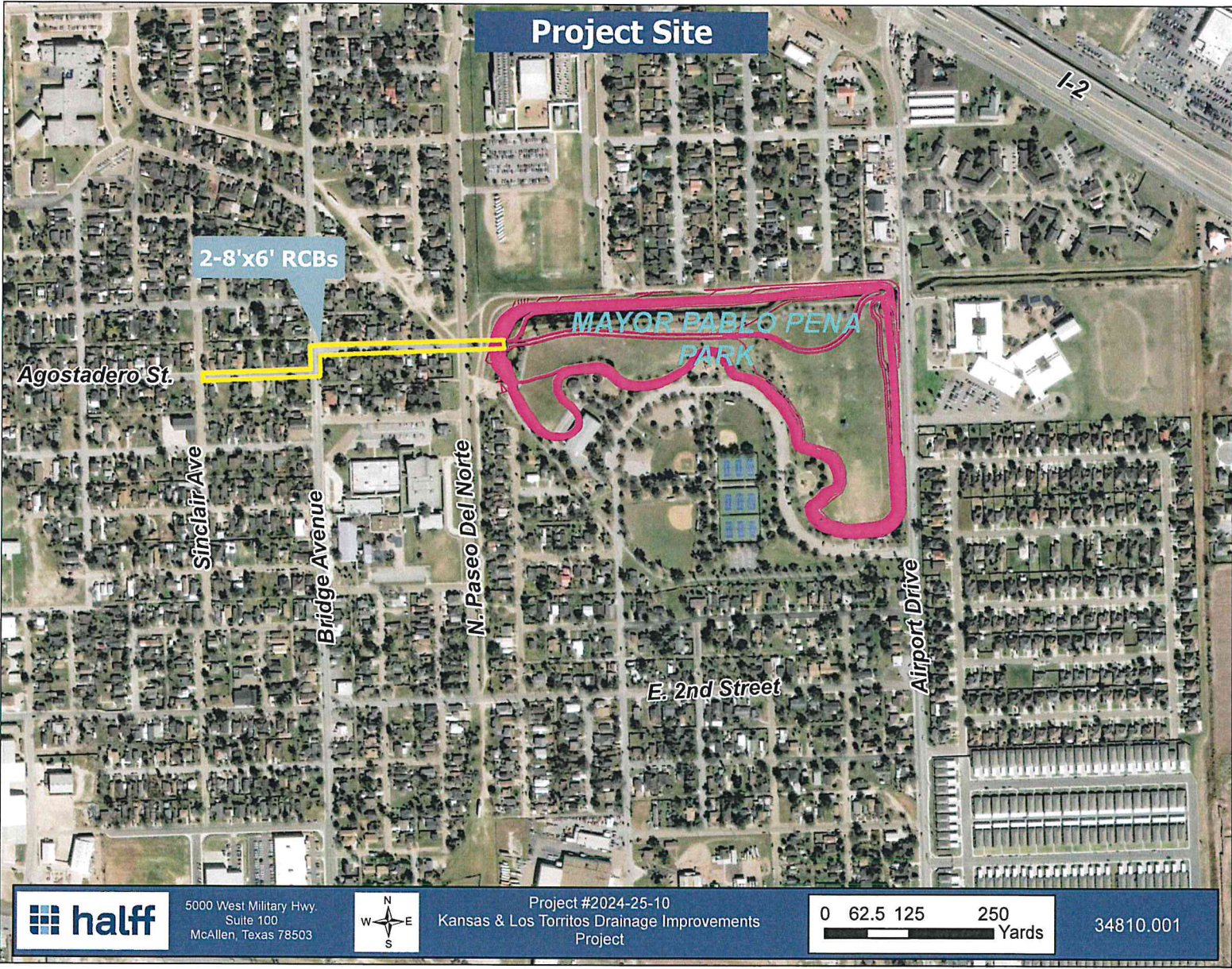
KANSAS & LOS TORRITOS
DRAINAGE IMPROVEMENTS
TO MAYOR PABLO PENA
PARK, PHASE 1
WESLACO, TEXAS



5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503
(956) 664-0286

Revision		Description
No.	Date	
1	11/11/2011	1
2	11/11/2011	2
3	11/11/2011	3
4	11/11/2011	4
5	11/11/2011	5
6	11/11/2011	6
7	11/11/2011	7

Project No.:	34810.004
Issued:	3/13/2024
Drawn By:	JL
Checked By:	RM
Scale:	-
Sheet Title	
PROJECT LAYOUT PLAN	
C0.4	
Sheet Number	





Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-316	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Professional Services Agreement between City of Weslaco & Rafetlis Financial Consultants, Inc. for RFQ No:2024-25-09 Engineering / Planning Services to Conduct Feasibility Studies for Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances in the amount not to exceed \$269,308.00. (Staffed by Planning & Code Enforcement Department.)			
Background: Staff negotiated the contract cost for the Professional Services with Rafetlis to be within the cost of the GLO Grant that was awarded to the City in 2023. The proposed studies and plans will allow Rafetlis to adopt the necessary ordinances that regulate zoning, subdivisions and building construction, which have not been updated or seen minimal changes for over ten (10) years.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: The request to solicit for RFQ's was approved by City Commission on December 3, 2024. The selection of Ratelis was approved by City Commission on February 4, 2025.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Professional Services- Enginnering Planning Services			
Responsibilities upon Approval: Staff will coordinate with Raftelis the creation and implementation of the contract deliverables.			

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF WESLACO, TEXAS
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement (“Agreement”) is entered into this ____ day of _____, 2025 (hereinafter referred to as the effective date of the agreement) by and between, City of Weslaco, Texas (the “Client”) and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 (“Raftelis”).

Witnesseth

WHEREAS, Raftelis is engaged and experienced in public finance, management, and pricing, and service delivery, and WHEREAS, The Client desires to hire Raftelis and Raftelis agrees to provide services to the Client, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1 – Statement of Work

Raftelis shall provide professional consulting services to complete a Comprehensive Ordinance Development for Client. Raftelis will perform the services as set forth in its proposal sent to Client dated March 4, 2025 and included herein as Attachment A, the “Scope.”

Article 2 – Time for Completion

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of and shall be mutually agreed to by the Parties, with at minimum of 30 day’s notice.

Article 3 – Compensation

Client shall pay to Raftelis the sum not to exceed \$269,308, which includes professional fees and direct expenses incurred in performing the Scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the Scope of work contained herein at Raftelis’ current standard hourly rate schedule included in Attachment B. Any expansion of the Scope of work by the Client shall involve discussion of and agreement about additional fees and time by both parties.

Raftelis shall submit detailed invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed,

the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to Raftelis within 30 days. The City of Weslaco may, within reason, question any invoices to ensure appropriate billing.

Article 4 – Additional Services

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) Scope of work for the additional services; (2) period of services to be performed; and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5 – Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6 – Indemnification

Raftelis hereby agrees to indemnify and defend the Client, its officers, directors, managers, and employees ("Indemnified Party" or "Indemnified Parties") and to hold the Indemnified Parties harmless against third party claims, costs, and expenses, including reasonable attorney's fees, action, or demands against the Indemnified Parties and against damages for injury to or death of any person and for loss of or damage to all property caused by the negligent acts, errors, or omissions of Raftelis in performing this Agreement, except to the extent the claims, demands, liabilities, cost, and expenses are caused by the negligent acts, errors, or omission of an Indemnified Party.

Article 7 – Insurance

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial General Liability Insurance – \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive Automobile Liability Insurance – \$1,000,000 combined single limit each occurrence – hired and non-owned only

Workers Compensation Insurance – Statutory limits

Professional Liability Insurance – \$5,000,000 occurrence and \$5,000,000 in excess

Excess or Umbrella Liability – \$5,000,000 occurrence and \$5,000,000 in the aggregate

Cyber Security – \$5,000,000

Article 8 – Confidential Information

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as “confidential” disclosed to Raftelis by the Client (“Confidential Information”) without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client or the destination of such information by Raftelis requested by the Client. The Client acknowledges Raftelis has the right to maintain its own set of work papers, which may contain Confidential Information.

Article 9 – Independent Contractor Status

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis’ employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. Raftelis’ employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker’s compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis’ employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10 – Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis’ control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis’ Scope of services.

Article 11 – Standard of Performance

Raftelis will perform the services under this Agreement in accordance with the standard of professionals in its industry prevailing at the time and place the services are performed. Raftelis’ opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and

Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12 – No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13 – Termination of Work

This Agreement may be terminated as follows:

1. **By Client.** The City of Weslaco may terminate this Agreement:
(a) at its convenience upon 30 days' written notice to Raftelis, or
(b) for cause or without cause if Raftelis materially breaches this Agreement (through no fault of the City) and fails to cure the breach—or make reasonable progress toward curing it—within 15 days after receiving written notice from the City specifying the alleged breach.
2. **By Raftelis.** (a) for cause, if the Client materially breaches this Agreement (through no fault of Raftelis) and fails to cure—or make reasonable progress toward curing—the breach within 15 days after Raftelis provides written notice specifying the alleged breach; or
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3. **Payment upon Termination.** In the event of termination, Raftelis shall be compensated for all work properly performed prior to the effective date of termination.

(Remainder of page intentionally left blank)

Article 14 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client (City of Weslaco):

If for Raftelis:

Martin Garza

Name

Angie Flores

Raftelis Financial Consultants, Inc.

227 W. Trade Street

City of Manager

Suite 1400

Title

Charlotte, NC 28202

255 S Kansas Ave, Weslaco, TX 78596

Address

Article 15 – Ownership of Work Product

All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the property of the Client; provided that any use other than as contemplated in this Agreement or any alteration or modification of the Work Product shall be at the sole risk of Client, and Client shall indemnify, defend and hold Raftelis harmless from any claim, demand, liability, cost or expenses incurred by Raftelis from such use or modification. Nothing contained herein shall be deemed an assignment, transfer, or divestiture of its use by Raftelis of any of its trade secrets, know-how, or intellectual property.

Article 16 – Compliance with Applicable Laws

Raftelis is an equal opportunity employer and complies with all federal, state, and local fair employment practices laws. Raftelis strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, national origin or ancestry, gender identity, sexual orientation, marital status, sex, pregnancy, age, disability, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. All Raftelis employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, corrective action, compensation, benefits, and termination of employment.

Any act of discrimination committed by Raftelis in the course of its performance under this Agreement, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 17 – General Provisions

- A. **Entire Agreement:** This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. **Waiver:** The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. **Relationship:** Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. **Assignment and Delegation:** Neither Party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and venue shall be Hidalgo County, Texas.
- G. **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the Scope or intent of this Agreement and are to be given no legal effect.
- H. **Third Party Rights:** Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third-party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Vice President

Title

Date

This is to certify that an appropriation in the amount of this contract is available therefore and that _____ has been authorized to execute the contract and approve all requisitions and change orders.

By: _____
Signature

Title

ATTACHMENT A

STATEMENT OF WORK/ENGAGEMENT LETTER

The scope of work has been tailored for the City of Weslaco based on our recent discussions and the RFQ.

Task 0: Project Management

Project management overarches all the studies. Effective project management ensures the project's goals are achieved within the defined timeline and budget. Raftelis will communicate with City staff regarding data requests, data validation, data decisions, and reviewing preliminary and final results. Much of this can be accomplished through in-person meetings, conference calls, emails, and demonstrations using collaboration tools like Microsoft Teams or Zoom. These efforts provide consistent and competent project management to ensure that all deadlines and objectives are promptly and efficiently met. We believe in a no-surprises approach so that the City is always aware of the project status.

Raftelis will hold a kick-off meeting with the appropriate city staff for the overall study. The goals for the meeting include:

- Providing a forum to refine the scope of the project, work plan, and schedule with City staff
- Ensuring that we understand the overall goals of the study
- Providing an opportunity for City staff to meet and become comfortable with the project staff from Raftelis, Trimad, and Garcia Infrastructure Consultants (GIC)
- Reviewing the data needs for the project

Before the kick-off meeting, we will prepare a detailed data request list to identify the information needed to complete the various analyses.

Task 1: Project Initiation, Data Request, Kick-Off Meeting

During the Project Initiation, Data Request, and Kick-Off phase, Raftelis will conduct an in-person kick-off meeting with City Staff to confirm study objectives and expectations, including identifying any specific issues that may impact the completion of the study. By bringing the Raftelis team and City staff together at the start of the project, we ensure all parties have a mutual understanding of the goals related to the study. Additionally, Raftelis will provide city staff with a Data Request List to begin collecting data inputs to complete the development of new comprehensive subdivision, zoning, and building code ordinances.

During the kick-off meeting, the team will begin discussing the communication plan.

Task 2: Land Use Assumptions and Zoning Maps

Raftelis understands that having a clear picture of future zoning changes is critical to developing the capital improvement plan and land use assumption plans. Raftelis will analyze existing land use maps and combine that analysis with projected zoning changes stated during meetings with City staff and in the Comprehensive Plan 2040 to produce a draft zoning map reflecting changes to the City's zoning districts. Each change

documented in the draft zoning map will support the City's goal of simplifying its zoning districts and complying with the land use changes adopted by the Comprehensive Plan.

Task 2.1: Land Use Assumption

The land use assumptions will be used to develop projections of how the city land is currently and will be used in the future. Factors like population growth, economic trends, and community needs will be considered when developing land use assumptions. Recent plans, including the Comprehensive Plan 2040, will be considered when developing the land use assumptions, which will also be used as a guide for developing the zoning maps and in the Impact Fee Process. The land use assumptions will serve as the roadmap to anticipate future development needs.

Task 2.2: Zoning Map

Zoning maps are important in helping a city enforce land use regulations and ensure that development aligns with the community's planning goals like those defined in the Comprehensive Plan 2040. The first step in developing the new zoning maps will be to review the current zoning maps. The goals from the Comprehensive Plan 2040 and the land use assumptions, we will work with staff to identify specific zoning designations for every parcel of land within a municipality. The zoning maps will be precise and will provide clear guidelines on what can and cannot be built in specific areas.

Land Use Assumptions and Zoning Maps will be available to the City for use in public communications. The final Zoning Map and Land Use Assumptions will need to be approved by City Council.

Upon City review of the draft zoning map, Raftelis will produce a final zoning map that includes solicited feedback from the City to ensure all zoning map revision requirements have been met.

Task 3: Comprehensive Ordinance Development

Task 3.1: Understanding of Current Ordinances

A review of the existing ordinances alongside current and anticipated future regulatory requirements will serve as the starting point for Raftelis' update of the City's Subdivision, Zoning, and Building Ordinances update. This task will take place in conjunction with task 4c.

Task 3.2: Best Practices and Peer Review

Throughout the ordinance drafting process, Raftelis will utilize a drafting approach that uses best practices and peer review to ensure all recommended changes to the City's ordinances are clear, specific, and accurate. The peer review, which will be completed by City staff before the staff meetings, will give the City the opportunity to provide feedback and confirm the following items are covered in the updated ordinances.

- Types of developments
- Determining applicable drainage requirements
- Drainage/stormwater control requirements
- Plan submittal requirements and fees
- Plan review process/timeline
- Ongoing maintenance requirements

- Enforcement (at various stages)
- Communication
- Responsible Party and Transference of Responsibility

Raftelis will draft sequentially more detailed versions of the revised ordinance and will work with staff every step of the way. We'll begin with an annotated outline, building off the organizational best practices defined above. Then, we'll fill in foundational text. Once a baseline format has been established, Raftelis will begin integrating the zoning maps, capital improvement and land use assumption plans, and developed impact/development fees into the ordinance to align the ordinances with the adopted Comprehensive Plan 2040. Finally, we will add additional detail, examples and graphics as needed to fully and clearly communicate the requirements and processes.

Task 3.3: Staff Meetings

Staff meetings will allow the City to give feedback from the peer review of the recommended ordinance updates. Raftelis will use these meetings to respond to the City's questions and feedback on the recommended changes. The feedback will be used to develop a first draft of the City's ordinances.

Task 3.4: Development Fees

As part of the ordinance update process, Raftelis will present to the City opportunities to update or implement other development fees (outside of the impact fees captured in Task 3), such as Park Fees. We will review current or potential fees and potential methodological approaches with the City. We will facilitate discussions around cost allocation and tie fee calculations to land use assumptions and zoning maps developed in Task 2 to balance costs and projected revenues. For this task, Raftelis will develop a separate development fee calculation tool that will be provided to the City for future use.

Task 3.5: Drafts and Revisions

The updated ordinance will undergo several rounds of drafting and revisions to ensure that all stakeholders are satisfied with the final product. Once Raftelis has completed all of the updates to the ordinances, an administrative draft will be provided to City staff and a public review draft will be provided for the public hearing process required by Chapter 395 of the Texas Local Government Code. Raftelis will incorporate feedback from the public hearings and provide a revised public review draft and a final draft that will be presented at Planning and City Commission hearings. Once all hearings have been completed and all feedback has been addressed, Raftelis will deliver a final adopted version of the ordinances.

In summary the following iterations of the updated ordinances will include:

- Annotated Outline
- 50% Draft (organization and content, no details)
- 80% Draft (full text, no examples or graphics)
- 95% Draft (full text, examples, and graphics, prior to final feedback)
- Administrative Draft
- Public Review Draft
- Revised Public Review Draft incorporating changes resulting from the hearing process and other outreach

- Final Draft for presentation at the Planning Commission and City Commission hearings
- Final adopted version incorporating any changes made during the adoption process.

Task 4: Communication Plan, Outreach, and Adoption Support

Garnering public support is critical for smooth adoption of the proposed ordinance changes. To ensure that Weslaco residents are informed, engaged, and empowered to provide meaningful feedback on the proposed ordinance updates, Raftelis will develop a detailed outreach plan that will identify key stakeholder groups, detail engagement activities, and define objectives for each engagement activity. A combination of in-person and digital engagement methods will be used to maximize participation and ensure inclusivity. These engagement methods will include meeting residents in familiar settings, such as a community center, hosting workshops and open houses, and operating a digital engagement portal on the City's website to provide residents with an opportunity to submit online feedback and view project updates.

Task 4.1: Communication Plan

Raftelis will work with the City to develop a communications plan to guide the communications strategy throughout the project. We will facilitate a conversation about communications needs during the kickoff meeting, where the City and Raftelis team can discuss the stakeholders or audience and degree of engagement (that is, informing the public vs hearing input vs involving stakeholders in the process). We will provide a written copy of the communications plan for City review and approval. At a minimum, we anticipate soliciting public input before finalizing the zoning map and during development ordinance revisions (including communication around other development fees), in addition to the public meetings captured in Task 3, above.

Task 4.2: Public Meetings

Raftelis will provide all materials and talking points for public meetings related to the ordinance development. It will monitor the success of the outreach and adoption support methods by measuring attendance and engagement levels across workshops and digital platforms, ensuring the representation of diverse demographic groups in received feedback, and measuring participant satisfaction with the clarity of communication and accessibility of engagement opportunities through surveys and online tools.

Task 5: Final Deliverables

Raftelis is committed to providing regularly scheduled updates to staff and incorporating feedback. Below are final deliverables that Raftelis will provide by the conclusion of the project:

- PowerPoint presentation for City Council workshop and regular council meeting
- Capital Improvement and Land Use Assumption Plans
- Final Zoning Maps
- Impact Fee Model
- Final Subdivision, Zoning, and Building Ordinance.
- Development Fee Calculation Tool
- Communications Plan
- Public Meeting Materials and Summaries

Budget

Tasks	Meetings		Hours									
	Virtual	In Person	John Mastracchio	Angie Flores	Jennifer Tavantzis	Matt Wittern	Javier	Ricardo	Aaron Worley	Richardson Irvine	Admin	Total Hours
0. Project Management	6		4	40	16							60
1. Project Initiation, Data Request, Kick-off Meeting		1		16	16	8	8	8	8	4		68
2. Land Use Assumptions and Zoning Maps	3	1		4	16			32	4	4		92
3. Comprehensive Ordinance Development	3	3		16	80	16		24	124	24		308
4. Communication Plan, Outreach, and Adoption Support	3			8	24	60		8			8	116
5. Final Deliverables	3	1	4	16	40	24			40	24	8	156
Total Meetings / Hours	18	6	8	100	192	108		72	176	56	16	800
Hourly Billing Rates	-	-	\$425	\$375	\$375	\$295	\$325	\$325	\$230	\$195	\$150	-
Total Professional Fees	-	-	\$3,400	\$37,500	\$72,000	\$31,860	\$23,400	\$23,400	\$40,480	\$10,920	\$2,400	-
Travel Expenses												
Technology Fee												
Total Expenses												
Total Fees & Expenses												

ATTACHMENT B
RAFTELIS' 2025 STANDARD HOURLY BILLING RATES

Position	Hourly Billing Rate*
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$475
Executive Vice President	\$425
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal/Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Executive Coach	\$260
Consultant	\$230
Creative Director	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100
Technology/Communications Charge**	\$10
Technology/Communication Charge**	\$10

* These rates will be in effect for calendar year 2025 and will then increase annually by three percent (3%) unless specified otherwise by contract.

** Technology/Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-317	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Professional Services Agreement between City of Weslaco & Rafetlis Financial Consultants, Inc. for RFQ No:2024-25-09 Engineering / Planning Services to Conduct Feasibility Studies for Water, Wastewater, and Roadway Impact Fee Study in the amount not to exceed \$157,960.00. (Staffed by Planning & Code Enforcement Department.) Attachment.			
Background: Staff negotiated the contract cost for the Professional Services with Rafetlis for \$157,960.00. The proposed studies for impact fees were not included within the scope of the GLO Grant and will need to be covered by the City through separate funds. The adoption of impact fees and the associated studies is necessary to allow the City to recoup costs for the impact development has had on existing infrastructure. Without the establishment of impact fees in the new ordinances the City would continue to have to absorb and budget the cost of upgrades to the existing infrastructure.			
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: The request to solicit for RFQ's was approved by City Commission on December 3, 2024. The selection of Ratelis was approved by City Commission on February 4, 2025.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
REBEKAH DE LA FUENTE		Created/Initiated	
REBEKAH DE LA FUENTE		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Professional Services- Impact Fees			
Responsibilities upon Approval: Staff coordinate with Rafetlis the creation and implementation of the contract deliverables.			

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF WESLACO, TEXAS
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement (“Agreement”) is entered into this ____ day of _____, 2025 (hereinafter referred to as the effective date of the agreement) by and between, City of Weslaco, Texas (the “Client”) and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 (“Raftelis”).

Witnesseth

WHEREAS, Raftelis is engaged and experienced in public finance, management, and pricing, and service delivery, and WHEREAS, The Client desires to hire Raftelis and Raftelis agrees to provide services to the Client, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1 – Statement of Work

Raftelis shall provide professional consulting services to complete a Water, Wastewater, and Roadway Impact Fee Study for Client. Raftelis will perform the services as set forth in its proposal sent to Client dated March 4, 2025 and included herein as Attachment A, the “Scope.”

Article 2 – Time for Completion

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of and shall be mutually agreed to by the Parties in writing and within 30 days of renewal.

Article 3 – Compensation

Client shall pay to Raftelis the sum not to exceed \$157,960, which includes professional fees and direct expenses incurred in performing the Scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the Scope of work contained herein at Raftelis’ current standard hourly rate schedule included in Attachment B. Any expansion of the Scope of work by the Client shall involve discussion of and agreement about additional fees and time by both parties.

Raftelis shall submit detaled invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed,

the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to Raftelis within 30 days. The City of Weslaco may, within reason, question any invoices to ensure appropriate billing.

Article 4 – Additional Services

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) Scope of work for the additional services; (2) period of services to be performed; and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5 – Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6 – Indemnification

Raftelis hereby agrees to indemnify and defend the Client, its officers, directors, managers, and employees ("Indemnified Party" or "Indemnified Parties") and to hold the Indemnified Parties harmless against third party claims, costs, and expenses, including reasonable attorney's fees, action, or demands against the Indemnified Parties and against damages for injury to or death of any person and for loss of or damage to all property caused by the negligent acts, errors, or omissions of Raftelis in performing this Agreement, except to the extent the claims, demands, liabilities, cost, and expenses are caused by the negligent acts, errors, or omission of an Indemnified Party.

Article 7 – Insurance

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial General Liability Insurance – \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

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projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

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To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

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(a) at its convenience upon 30 days' written notice to Raftelis, or
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(Remainder of page intentionally left blank)

Article 14 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Raftelis:

If for the Client (City of Weslaco):

_____	Angie Flores
Martin Garza	Raftelis Financial Consultants, Inc.
Name	227 W. Trade Street
_____	Suite 1400
City of Manager	Charlotte, NC 28202
Title	

Address	

Article 15 – Ownership of Work Product

All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the property of the Client; provided that any use other than as contemplated in this Agreement or any alteration or modification of the Work Product shall be at the sole risk of Client, and Client shall indemnify, defend and hold Raftelis harmless from any claim, demand, liability, cost or expenses incurred by Raftelis from such use or modification. Nothing contained herein shall be deemed an assignment, transfer, or divestiture of its use by Raftelis of any of its trade secrets, know-how, or intellectual property.

Article 16 – Compliance with Applicable Laws

Raftelis is an equal opportunity employer and complies with all federal, state, and local fair employment practices laws. Raftelis strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, national origin or ancestry, gender identity, sexual orientation, marital status, sex, pregnancy, age, disability, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. All Raftelis employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, corrective action, compensation, benefits, and termination of employment.

Any act of discrimination committed by Raftelis in the course of its performance under this Agreement, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 17 – General Provisions

- A. **Entire Agreement:** This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. **Waiver:** The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. **Relationship:** Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. **Assignment and Delegation:** Neither Party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and venue shall be Hidalgo County, Texas.
- G. **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the Scope or intent of this Agreement and are to be given no legal effect.
- H. **Third Party Rights:** Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third-party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

Article 18 – Disclosures

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of an impact fee study. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City of Weslaco should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the City of Weslaco will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this impact fee study, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the City of Weslaco. If the decides at some future date to issue debt, then at that time the City of Weslaco will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the ’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents.

Any services provided under this agreement that fall under the definition of municipal advice are only covered through the term of this agreement. Raftelis may withdraw from providing municipal advisory services upon written notification to the City of Weslaco.

The Municipal Securities Rulemaking Board (“MSRB”) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB’s web site at www.msrb.org.

Raftelis does not have any legal events or disciplinary history on Raftelis’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. Raftelis’ most recent form MA and each most recent Form MA-I filed with the SEC may be assessed electronically at the following website: www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory actions is brought against Raftelis, Raftelis will provide complete disclosure to the City of Weslaco in detail.

By signing this contract indicating its approval and acceptance of the of the proposed scope of work and fees, the City of Weslaco is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis' part of this engagement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Vice President

Title

Date

This is to certify that an appropriation in the amount of this contract is available therefore and that _____ has been authorized to execute the contract and approve all requisitions and change orders.

By: _____
Signature

Title

ATTACHMENT A

STATEMENT OF WORK/ENGAGEMENT LETTER

The scope of work has been tailored for the City of Weslaco based on our recent discussions and the RFQ.

Task 0: Project Management

Project management overarches all the studies. Effective project management ensures the project's goals are achieved within the defined timeline and budget. Raftelis will communicate with City staff regarding data requests, data validation, data decisions, and reviewing preliminary and final results. Much of this can be accomplished through in-person meetings, conference calls, emails, and demonstrations using collaboration tools like Microsoft Teams or Zoom. These efforts provide consistent and competent project management to ensure that all deadlines and objectives are promptly and efficiently met. We believe in a no-surprises approach so that the City is always aware of the project status.

Raftelis will hold a kick-off meeting with the appropriate city staff for the overall study. The goals for the meeting include:

- Providing a forum to refine the scope of the project, work plan, and schedule with City staff
- Ensuring that we understand the overall goals of the study
- Providing an opportunity for City staff to meet and become comfortable with the project staff from Raftelis, Trimad, and Garcia Infrastructure Consultants (GIC)
- Reviewing the data needs for the project

Before the kick-off meeting, we will prepare a detailed data request list to identify the information needed to complete the various analyses.

Task 1: Project Initiation, Data Request, Kick-Off Meeting

During the Project Initiation, Data Request, and Kick-Off phase, Raftelis will conduct an in-person kick-off meeting with City Staff to confirm study objectives and expectations, including identifying any specific issues that may impact the completion of the study. By bringing the Raftelis team and City staff together at the start of the project, we ensure all parties have a mutual understanding of the goals related to the study. Additionally, Raftelis will provide city staff with a Data Request List to begin collecting data inputs to conduct feasibility studies for utility and street impact fees, development of Capital Improvement and Land Use Assumption Plans.

Task 2: Impact Fee Study (to be completed under separate budget)

In this task, Raftelis will complete the process required under Chapter 395 of the Texas Local Government Code. The process requires a series of meetings with a Capital Improvement Advisory Committee (CIAC), which can be the Planning Zoning Committee. If the service area goes beyond the city limits into the Extra-Territorial Jurisdiction (ETJ), an ad-hoc member will need to be added.

Task 2.1: Service Area, Land Use Assumptions and Growth

The first step in the Impact Fee Process is to define the Service Area. The service area will determine where the impact fees will be charged. Raftelis will work with city staff to define the service area. Once the service area is defined, the Land Use Assumptions from Task 2 will be used to develop the 10-year future growth projections.

Task 2.2: Capital Improvement Plan

To develop the 10-Capital Improvement Plan (CIP), Trimad and GIC will complete an engineering feasibility analysis of the water, wastewater, and roadway systems. This includes reviewing master planning documents, engineering plans, and system data. System capacity can be determined through this analysis, which will inform the development of capital improvement plans for water, wastewater, and roadways.

Raftelis will begin designing the impact fees by conducting a capacity analysis based on the analysis completed by Trimad and GIC that will compare the future project demands, based on the capital plan and land use assumptions, to the existing capacity of the City's water, wastewater, and roadwaysystems to determine the current level of usage and the future usage needed to serve the City's projected growth. Raftelis will combine the capacity analysis results with data from City meetings and the capital improvement and land use assumption plans and load them into a Microsoft Excel-based financial model to calculate potential impact and development fees.

The CIP will be presented by the CIAC, and a recommendation for approval to the City Council will be determined. The City Council will approve the Land Use Assumptions and CIP in the first public hearing.

Task 2.3: Impact Fee Calculation

In this task, Raftelis will develop the impact fee calculations using the information from Task 3a and 3b. Raftelis will determine the best methodology to be used for each impact fee. The methodology options include:

- 1) The Capacity Buy-in Method,
- 2) The Future Capacity Buy-in Method, or
- 3) The Hybrid Method.

The capacity buy-in method calculates an impact fee for existing facilities with available capacity. This methodology requires data about existing facilities such as the original costs of the assets, the total capacity, and the funding source of the original costs. Any facilities funded with grants or contributed to the City are ineligible for impact fees. The future capacity buy-in methodology considers future facilities only. In this methodology, the cost of future facilities needed to serve growth is necessary for the calculation. It is important to know the capacity of the future facilities and the number of connections that can be served. The third methodology his a hybrid of the capacity buy-in and future buy-in methodologies. The methodology used will be dependent on the information available for the study. The Raftelis team will work with the City to determine the appropriate methodology for your study.

Also, in this task, a model will be developed in compliance with Chapter 395. For water and wastewater, the model will be developed specifically for the City and will include the calculation of existing and future capacities, growth, and the cost per Living Unit Equivalent (LUE). Finally, the models will calculate the maximum allowable impact fee using either the rate credit or 50% as allowed in Chapter 395.

Each existing capacity or new capital project item will need to be identified and quantified in terms of facility type, cost to construct, used/available capacity, and cost per LUE for new capacity. Capital improvements must have a life expectancy of three or more years. Projected interest charges and other finance costs may be included only if the impact fees are used to pay principal and interest to finance the capital improvements identified in the CIP.

Impact fees may not be used to pay for the following:

- Construction or expansion of facilities not identified in the CIP
- Repair, operation, or maintenance of existing or new capital improvements or facilities expansions
- Upgrading, updating, expanding or replacing existing capital improvements to serve existing development to meet stricter regulatory requirements
- Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development and
- Administrative or operating costs of the city.

The full cost of capital for these utility components will be calculated and then be pro-rated to a lesser amount should the Capital Improvement Advisory Committee (CIAC) and/or Council decide to recommend a fee less than the maximum allowable. Data will also be provided to scale the base fee per standard service unit to allow for appropriate fee levies for larger service requirements.

Task 2.4: Impact Fee Report

The Team will provide all documentation needed to comply with Chapter 395. This includes a draft and final written report of the CIAC to the City Council outlining the CIAC's recommendations on land use assumptions, 10-year capital improvement plan, fee design and calculation, offset credits, and any policy or fee issues that may affect the pending ordinance provisions.

Task 2.5: Coordination with Staff, CIAC, and City Council (Public Hearings)

The team will develop support materials and coordinate with the CIAC during the study process to ensure that the provisions of Chapter 395 of the Texas Local Government Code are met and that all key parties are adequately informed.

The proposed formal coordination efforts include the following activities:

- **City Staff – Three Meetings.** The first meeting with City staff will be the initial meeting and will be a work session to discuss the requirements of Chapter 395 and data needs related to the land use assumptions, existing capacity, and capital improvement needs. The second meeting will be to review the preliminary results of the model development and fee calculation. The third meeting will be to coordinate any final revisions after the CIAC's review. These meetings will be done virtually through Microsoft Teams or Zoom.
- **Capital Improvement Advisory Committee – Four Meetings.** The first meeting with the CIAC will be to brief the CIAC on the Chapter 395 process, review their charge and begin presenting land use assumptions and projected growth assumptions. The second meeting will be to discuss the final land use assumptions, capacity analysis and the CIP. After this second meeting, the notice for first public hearing can be published. The third meeting will be to present the calculation of impact fee. Prior to this third meeting, a draft of the committee report will be provided. The fourth meeting will be held as needed to

respond to any comments the CIAC may have regarding the impact fee calculation. Comments on the draft report may be addressed through email to the finalization of the report. After the finalization of the report, the notice for a second public hearing can be published. These will be in-person meetings

- **City Council – Two Meetings.** There will need to be two public hearings held by the City Council. The first public hearing will consider the Land Use Assumptions and CIP, and the second will consider the calculated Impact Fee. The City Council can consider the adoption of the maximum allowable fee and the fee to be assessed at this meeting. The Team would be available to attend the meeting where the City Council sets the public hearings. This would result in attending four City Council meetings.

The Raftelis Team will prepare the necessary information required under Chapter 395 for the public notices for the Public Hearings on the land use assumptions, the CIP, and the impact fee calculation. This information will be provided to the City for placement in a local newspaper and it is understood that the City will provide for the cost of the publications and any certified mailings that may be required. Raftelis will also prepare a CIAC report for release at the time of the public hearing's publication. Raftelis will also prepare presentations for the public hearing.

Task 2.6: Implementation

Raftelis will provide guidance to City staff about the implementation of the impact fee process. This will include guidelines for collecting the impact fee and the process for informing the Capital Improvement Advisory Committee and City Council semiannually. In addition, Raftelis will make recommendations for tracking the impact fee collected and used for capital projects. We will also provide the City with an impact fee calculator to be used for developments as they are platted. The ordinance for the impact fees will be developed as part of the Ordinance development task.

Budget

Tasks	Meetings		Hours								Total Fees & Expenses	
	Virtual	In Person	John Mastracchio	Angie Flores	Jennifer Tavantzis	Matt Wittern	Richardson Irvine	Ricardo Salazar	Javier Garcia	Total Hours		
Impact Fee Study												
1.1 Service Area, Land Use Assumptions, and Growth	1			4			4	12	12	32	\$10,680	
1.2 Capital Improvement Plan				4			4	40	40	88	\$28,880	
1.3 Impact Fee Calculation			4	16			40			60	\$21,300	
1.4 Impact Fee Report	1		4	4						8	\$3,280	
1.5 Coordination with Staff, CIAC, City Council (Public Hearings)		6	8	40			32	24	24	128	\$82,640	
1.6 Implementation	1			8	12	4	8			32	\$11,180	
Total Meetings /Hours	3	6	16	76	12	4	88	76	76	348	-	
Hourly Billing Rates	-	-	\$425	\$375	\$340	\$295	\$325	\$325	\$325	-	-	
Total Professional Fees	-	-	\$6,800	\$28,500	\$4,080	\$1,180	\$28,600	\$24,700	\$24,700	-	\$118,560	
Travel Expenses												\$37,440
Technology Fee												\$1,960
Total Expenses												\$39,400
Total Fees & Expenses												\$157,960

ATTACHMENT B
RAFTELIS' 2025 STANDARD HOURLY BILLING RATES

Position	Hourly Billing Rate*
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$475
Executive Vice President	\$425
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal/Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Executive Coach	\$260
Consultant	\$230
Creative Director	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100
Technology/Communications Charge**	\$10
Technology/Communication Charge**	\$10

* These rates will be in effect for calendar year 2025 and will then increase annually by three percent (3%) unless specified otherwise by contract.

** Technology/Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-315	
From:			
Subject: Discussion and consideration for approval to solicit proposals from qualified insurance carriers and Third-Party Administrators (TPAs) for Fully Funded and self-insured plans, including Employee Assistance Programs (EAPs), Pharmacy Benefit Management (PBM), Stop-Loss Insurance, Workers' Compensation Insurance, and Property & Casualty Insurance and any other related products. (Staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: MEMO 03 28 25			
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

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: March 28, 2025

TO: Mayor and City Commission

CC: Martin Garza, City Manager
Xavier Salinas, Assistant City Manager

FROM: Luz Galindo, Human Resources Director

SUBJECT: Health Insurance & Employee Assistant Program (EAP), Workers' Compensation Insurance, Property & Casualty Insurance

The employee's health insurance was awarded on August of 2023 for 3 years with the option to renew for 2 additional 1-year terms. Although BCBS has not released the renewal option we were informed the city will experience an increase in the double digits. The most recent Blue Insights report from BCBS and presentation by Roger Garza corroborates the expected increase in premiums.

The EAP was initially awarded in March 2024 with a rate guaranteed for 3 years. The program was renewed in March 2025 and up for renewal in September 2025; the short period renewal is due to adjustment period negotiated to allow product to run parallel to all other insurance products. The annual utilization is at 4.10%.

The workers' compensation insurance was awarded to Texas Mutual September 2023 with a 1-year guaranteed rate and subsequently renewed on September 2024. Renewal option will be available around May 2025.

The property & casualty and cyber security insurance was awarded on September 2023 and subsequently renewed for an additional year on August 2024. TML is working on a renewal to possibly present in May 2025.



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-339	
From: David Arce			
Subject: Discussion and consideration to award the most advantageous proposals for RFP No.: 2024-25-17 for Solid Waste Secondary Disposal Service to Republic Services for transfer station and landfill disposal and UTW from Donna for tire disposal. (Staffed by Solid Waste Division)			
Background: This combination offers the City flexibility, proximity, and reliable capacity for the daily disposal needs of brush, bulky waste, roll-off, commercial, and residential waste streams.			
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 David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Award Bids for Garbage Disposal , Weslaco Dispossal RFP Location _ Capacity_ Compliance History_ Fee Structure, UTW Bid Proposal			
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: April 2, 2025
To: City Commission
From: David Arce, Public Works Director
Subject: GARBAGE DISPOSAL SERVICES
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Staff has concluded the Request for Proposals (RFP) process for solid waste and tire disposal services. A total of three proposals were received:

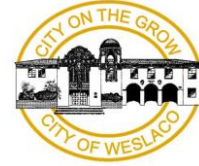
- **Two proposals** for tire disposal services.
- **One proposal** for solid waste disposal services.

After evaluation, staff recommends the following:

1. **United Tire Recyclers (UTW)** for tire disposal services, based on responsiveness, qualifications, and competitive pricing at a rate of .085 per lbs. and .25 per lbs. for tractor trailer and heavy equipment tires.
2. **Republic Services** for solid waste disposal services, utilizing:
 - The **La Feria Transfer Station** as a secondary daily drop-off site.
Rate \$43.11 per ton
 - The **La Gloria Landfill** as an additional option for disposal when necessary.
Rate \$23.00 per ton.

This combination offers the City flexibility, proximity, and reliable capacity for the daily disposal needs of brush, bulky waste, roll-off, commercial, and residential waste streams.

Staff Recommends Approval.



January 14, 2025

Homer Rhodes
Purchasing Agent
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Reference: Location and Capacity, Compliance History and Fee Structure for Republic Services Transfer Station (La Feria) and La Gloria Land Fill (Edinburg)

Mr. Rhodes,

Republic Services submits this response to the City of Weslaco's RFP for Secondary Disposal Services to you in the form of the offer listed below for the City to consider the overall benefits of directing your solid waste trucks to our La Feria, TX Transfer Station or our La Gloria Landfill. The use of our site in La Feria is a perfect opportunity to help keep the City of Weslaco trucks running efficiently and timely on their routes while reducing hours and maintenance costs.

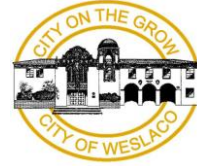
The quoted pricing listed below is for an as needed basis and will remain firm for the next 60 days to provide you with time to consider the pricing and benefits listed in the following pages.

Republic Services would like to offer the City of Weslaco the following options:

- **Municipal Solid Waste directly hauled to disposal site by customer to La Feria Transfer Station located at 1800 N Solis Rd, La Feria, Texas.**
 - **\$43.11 per ton with an annual price increase equal to the positive growth in the All-Urban Consumers CPI / Water, Sewer Trash Index.**
 - **Capacity: Immediate availability of 1,500 tons per day with expansion availability to 3,000 tons per day.**
 - **Zero compliance violations that have prohibited the acceptance or disposal of waste stream.**
- **Municipal Solid Waste directly hauled to disposal site by customer to La Gloria Landfill located at 23485 N Moorefield RD, Edinburg, Texas.**
 - **\$23.00 per ton with a fixed annual price increase of 2%.**
 - **Capacity: 2,500 tons per day (Based on historical annual limits).**
 - **Zero compliance violations that have prohibited the acceptance or disposal of waste stream.**

Some of the benefits to the City of Weslaco utilizing the Republic Services Transfer Station are as follows:

- Industry leading turnaround times at our transfer station which translates to savings for the city
 - 8-9-minute average turnaround time once.
 - Happier customers and smoother operations for the City due to efficient route productivity.
- Proximity of the Transfer Station vs. Landfill equates to major turnaround time savings!
 - Approximate time from City of Weslaco (Central) to Transfer Station is 14.25 Minutes / 28.5 minutes round trip – This means there will be improved productivity from your drivers.



- Approximate time from City of Weslaco (Central) to Edinburg Landfill is about 37.5 Minutes / 1 hour & 15 minutes round trip.
- Turnaround time at La Feria Transfer Station is 8-9 minutes – rain or shine.
- Turnaround time at Edinburg Landfill is 25 minutes (Best Case) and can be hours long during inclement weather. The City of Weslaco has already experienced this.

Taking in to account the savings on travel and turnaround times, the city will save an average of 1 hour (rounded down) per landfill trip. So, if a truck makes two trips per day, they save 2 hours per day and if a truck makes 3 trips per day, they can save up to 3 hours per day each.

Further benefits of using Republic Service's La Feria Transfer Station include the reduction in truck damage, maintenance, and less exposure to liability.

- We are our own biggest customer and for this reason, the design, layout and maintenance of this facility has been carefully constructed to provide efficiency and quick turnaround. Further, due to the concrete and paved roads at our La Feria Transfer Station we provide "all-weather" accessible roads which enhance safety for our drivers and your drivers and further aides in the following:
 - Prolonging the lifespan of your trucks which further helps in keeping maintenance costs down.
 - Less safety risk by reducing the number of hours/miles driven.
 - Reduction in the number of flat tires - a common problem when dumping at a poorly operated landfill.
 - Reduction in the amount of damage to truck suspension and suspension components (i.e., shocks, springs, etc.).
 - Drive trains will not be wrapped in debris like wires or mattress springs (see pictures attached).
 - No mud delays to worry about which can cause routes to fall behind quickly.
 - Happier drivers as they can operate efficiently and safely!

Thank you in advance for the opportunity to serve the City of Weslaco.

Please let me know if you require clarification on any of the items listed above or the photos on the following pages.

Sincerely,

A handwritten signature in black ink, appearing to read "Rey Carrillo".

Rey Carrillo
Municipal Sales Manager
Republic Services

CC: Adrian Gonzalez, Weslaco Mayor
Adrian Farias, Weslaco City Commissioner, District 4
David Arce, City of Weslaco Public Works Director

Our La Feria Transfer Station



Significant cost Savings!!!

- Greatly improve productivity due to reduced travel time for disposal.
- Faster turnaround times within facility. Our current average is 8 minutes
- Reduces need for additional equipment due to faster turnaround times
- No mud delays since the entire process takes place on concrete
- Reduced flat tires due to the fact that drivers do not have to drive on landfill trash
- Drivetrains are not wrapped up with debris such as wire, mattress springs, etc...
- Truck suspension is not beat up on bumpy landfill terrain
- Happier customers due to increased productivity
- City of Weslaco drivers will appreciate the safe, clean, and efficient operations of the site
- Trucks stay cleaner without landfill dust/mud which extends wash times

Other Landfills May Cause Issues that Affect Time and Cost Money



Flat Tires or Mud Delays



Mud Delays



Damaged Brake Lines



Suspension Damage



Wire Wrapped Suspension

Texas Land Reclamation LLC DBA UTW Tire Collection Service
P.O. Box 1236, Donna, TX 78537
Tel 956-285-9608
utwtirepennie@gmail.com



MARCH 26, 2025

City of Weslaco
255 Kansas Rd.
Weslaco TX 78596

Dear Homer Rhodes,

I am pleased to submit our proposal for scrap tire processing and disposal services for the City of Weslaco.

Established in 1996, UTW is a Texas-based corporation specializing in scrap tire removal, recycling, and disposal. UTW services a wide territory with our wholly owned transportation division, UTW Transportation, LLC. Our designated fleet of trucks and trailers are licensed in Texas and permitted to pick up and haul scrap tires for processing.

Great service and honoring commitments have brought UTW a mix of demands for tire disposal from landfills to municipal authorities, plagued by dumped tires. We custom-tailor programs to meet the needs of tire generators based on location and the area's scrap tire market. Our coverage area is managed by two facilities in South Texas.

We believe our company will provide the most efficient and cost-effective services for the City of Weslaco. Please consider our bid proposal and review all attached documentation. Should you have any questions or wish to schedule a meeting, feel free to contact me at (956)285-9608 or via email at utwtire@gmail.com.

Thank you for considering our proposal.

Sincerely,

Penelope De La Garza



TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES

Physical Address

Laredo Facility: 401 Thiesel Rd., Laredo, Tx 78045
Donna Facility: 3005 N. Val Verde Rd, Donna, TX 78537

Billing Address

P.O. BOX 1236, DONNA, TX 78537

Contact Information

Owners: Servando De La Garza 956-763-8484 / Penelope De La Garza 956-285-9608

Donna Office Manager: Mary Oaks 956-461-3424

Account Receivables: Sara Guardiola 956-291-7102

Accounting: Sandra Borjas 956-291-7102

Laredo Facility Hours of Operation

Monday – Friday

8:00 am – 5:00 pm

Donna Facility Hours of Operations

Tuesday – Wednesday- Thursday

8:00 am – 4:00 pm

Major Holidays Observed

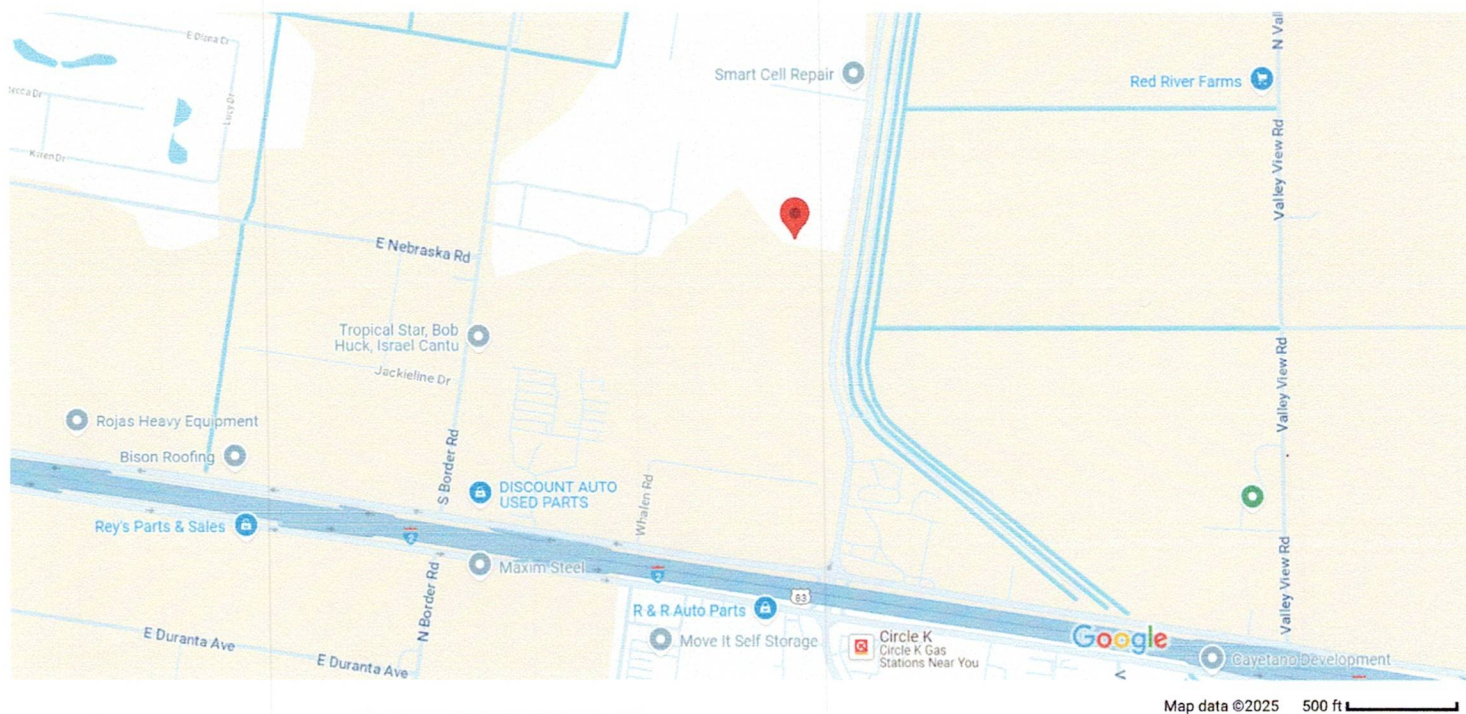
Good Friday, Thanksgiving Day, Christmas Eve, Christmas Day,

New Year's Eve & as well as New Year's Day

Thank you for your interest in our company for your tire disposal needs. Our first aim is to please our customers. UTW Tire Collection Services is a well-established, 29-year tire recycling facility. Our coverage area is managed by two facilities in South Texas. We are state approved and carry all the state permits and insurances required to safely, properly, and legally transport, process and dispose of your scrap tires. We take a lot of pride and strive to maintain a violation free facility.

Google Maps

3005 Val Verde Rd



3005 Val Verde Rd

Building



Directions



Save



Nearby

Send to
phone

Share



3005 Val Verde Rd, Donna, TX 78537

Photos

At this place



TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 1236, DONNA, TX 78537
PHONE: 956-285-9608

March 26, 2025

City of Weslaco
255 Kansas Rd.
Weslaco, Tx 79696

Dear Homer Rhodes,

Thank you for your interest in our company for your tire disposal needs. UTW Tire Collection Services is a well-established, 29-year tire recycling facility. Our primary objective is to please our customers. Our coverage area is managed by two facilities in South Texas. We are state approved and carry all the state permits and insurances required to safely, properly, and legally transport, process and dispose of your scrap tires. We strive to maintain a violation free facility. Please find below our processing and disposal pricing

UTW Tire Collection Services can receive whole used scrap passenger, light truck, and semi-truck tires only delivered by the City of Weslaco to our location at 3005 N. Val Verde Rd. for a rate of 0.085 cents per pound. OTR (off the road) tires, tractor tires, and heavy equipment tires can be received for processing at the rate of 0.25 cents per pound.

Please feel free to call me if you have any further questions regarding our tire collection services.

Sincerely,

Penelope De La Garza
Texas Land Reclamation LLC
Dba UTW Tire Collection Services
(956) 285-9608



References

Reference One:

Company Name: Hidalgo County

Address: 2812 Bus HWY 281, Edinburg, Tx 78539

Contact Person / Title: Pablo Granados – Contract Specialist II

Phone: 956-318-2626 ext#4878

Email: pablo.granados@co.hidalgo.tx.us

Scope of Work Performed: Contracted for tire disposal services

Contract Period: 8/2024 – 8/2025 w/ 1yr additional extension

Reference Two:

Company Name: City of Pharr

Address: 1015 Ferguson, Pharr, Tx 78577

Contact Person / Title: Maritza Magallan – Contract Compliance Officer

Phone: 956-402-4350

Email: maritza.magallan@pharr-tx.gov

Scope of Work Performed: Contracted to Service and maintain the Recycling Center scrap tire program

Contract Period: Servicing for over 10 years – Still servicing.

Reference Three:

Company Name: City of Harlingen

Address: 4900 E. Harrison St., Harlingen, Tx 78550

Contact Person / Title: Tanya Lugo - Public Works Administrative Manager

Phone: 956-216-5300

Email: tlugo@harlingentx.gov

Scope of Work Performed: Contracted to Service and maintain the removal and disposal of whole scrap tires and scrap tire rubber services

Contract Period: Oct 2023- Sept 2026 w/ 1yr additional extension



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2024

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

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

PRODUCER KKMT Insurance Group LLC 200 S Sugar Rd, Ste 3 Edinburg, TX 78539	CONTACT NAME: Tim Hruska PHONE (A/C, No, Ext): (956)609-9460 FAX (A/C, No): (956)609-9462 E-MAIL ADDRESS: tim@friendly-ins.com
INSURED UTW Transportation LLC PO Box 1233 Donna, TX 78537	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive County Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 29203

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	04023586-7	07/24/24	07/24/25	COMBINED SINGLE LIMIT (Ea accident) \$1 Million CSL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2012 KW T60	VIN:1XKADP9X0CJ325039	2001 FRHT FL3	VIN: 1FUJAPCG71LG29527
2011 INTL PPR	VIN:1HSCSAPN2BJ265621	2011 INTL PPR	VIN: 3HSCUAPR9BN186148
2020 INTL RH613	VIN:3HSDWTZR9LN884610	2023 INTL HX520	VIN: 3HSPAAPR7PN039084

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

TIM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

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

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

PRODUCER GSM Insurors PO Box 1478 Rockport TX 78381		CONTACT NAME: PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817 E-MAIL ADDRESS: info@gsminsurors.com	
INSURED UTW Tire Collection Services Texas Land Reclamation, LLC db PO Box 1236 Donna TX 78537		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
UTWTIRE-01		NAIC # 17370	

COVERAGES**CERTIFICATE NUMBER:** 992805654**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		NN1721239	7/20/2024	7/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		AN1321953	8/9/2024	7/20/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Blanket additional insured endorsement on the General Liability policy including waiver of subrogation as required per written contract. Excess policy is follow form.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Jon Niermann, Chairman
Emily Lindley, Commissioner
Bobby Janecka, Commissioner
Toby Baker, Executive Director



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 27, 2022

Mr. Servando De la Garza
Owner
UTW Tire Collection Services
PO Box 1236
Donna, Texas 78537

Via email.

Re: General Compliance Letter for Municipal Solid Waste (MSW) Land Reclamation Project
Using Tires (LRPUT) Compliance Evaluation Investigation at:
UTW Tire Collection Services 401 Thiesel Road in Laredo, Webb County, Texas.
RN103074969; TCEQ ID No.: 6200005.

Dear Mr. De la Garza:

On May 10, 2022, Ms. Ediza Aguirre of the Texas Commission on Environmental Quality (TCEQ) Laredo Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for Municipal Solid Waste. No violations are being alleged as a result of the investigation.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Ms. Ediza Aguirre in the Laredo Region Office at Phone (956) 791-6611.

Sincerely,

J. Salinas for A. Lanese

Arnaldo Lanese
Section Manager
Laredo Region Office
Texas Commission on Environmental Quality

AL/ea

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, Ph.D., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texans by Reducing and Preventing Pollution

April 27, 2009

Mr. Servando De La Garza
U.T.W. Tire Collection Services
P.O. Box 450692
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
U.T.W. Tire Collection Services, 401 Thiesel Road, Laredo, Webb County, Texas
TCEQ Tire Registration ID Number 6027055

Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your **Scrap Tire Facility Registration Application**. The application was determined to be complete and has been approved for registration. Your Registration Identification Number is **6027055**, which should be used on all correspondence and documentation related to this registration. This registration allows you to **transport and process** used or scrap tires as specified in your application. Additionally, the facility is authorized to store a 30-calendar day supply of **5,000 scrap tires** on-site in enclosed, lockable trailers and/or containers until they are processed and used as fill material in your authorized Land Reclamation Project as specified in your application. This registration is issued for an indefinite period and will remain valid as long as you file an annual report and adhere to the rules for scrap tire management.

The TCEQ is incorporating a numbering system that assigns one number for all tire registrations listed at a facility. It is important to note that Transporter Registration Number **27055** has been inactivated and replaced with Registration ID Number **6027055**. Please begin using this new registration immediately.

Please be aware that the manner in which used or scrap tires are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering, you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding this registration, please contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,


Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/cah

cc: Rose Luna-Pirtle, Air/Water/Waste Section Manager, Laredo Region Office

Return To: Records Administration, 2308 Capitol Mall, Austin, TX 78705 • 817-588-5500 • Fax 817-588-5700
P.O. Box 13087 • Austin, Texas 78711-0887 • 812-239-1009 • Internet address: www.tceq.state.tx.us

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 16, 2011

Mr. Servando De La Garza
UTW Tire Collection Services
P.O. Box 450696
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
UTW Tire Collection Services, 3005 N. Val Verde Road, Donna, Hidalgo County, Texas
TCEQ Tire Registration ID Number **6200742**

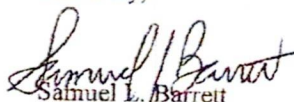
Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your **Scrap Tire Facility and Generator Registration Application**. The application was determined to be complete and has been approved for registration. Your Registration Identification Number is **6200742**, which should be used on all correspondence and documentation related to this registration. This registration allows you to **process** used or scrap tires or tire pieces as specified in your application and also identifies you as a **generator**. This registration allows you to store a maximum of 500 used or scrap tires (or the equivalent in tire pieces) on the ground or 2,000 used or scrap tires (or the equivalent in tire pieces) in totally enclosed lockable containers. This registration is issued for an indefinite period and will remain valid as long as you file an annual report as applicable and adhere to the rules for scrap tire management.

Please be aware that the manner in which used or scrap tires and tire pieces are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding registration requirements, please contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,


Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/cah

cc: The Honorable Ramon Garcia, Hidalgo County Judge, P.O. Box 1356, Edinburg, TX 78540
Jaime A. Garza, Air/Waste/Water Section Manager, TCEQ, Midland Region Office

Sales Taxpayer Search

Taxpayer Locations

 This taxpayer has 2 locations.

Taxpayer

32038742378
TEXAS LAND RECLAMATION, LLC
PO BOX 1236
DONNA, TX 78537

ACTIVE

Locations

SORT: LOCATION NAME (A-Z)

Location Name	 Status	Address	Location Number	Permit Begin Date	Permit End Date
TEXAS LAND RECLAMATION, LLC	ACTIVE	401 THIESEL RD LAREDO, TX 78045	00001	01/01/2010	
TEXAS LAND RECLAMATION, LLC	ACTIVE	3005 N VAL VERDE RD DONNA, TX 78537	00002	08/01/2011	



Franchise Tax Account Status

As of : 01/06/2025 23:47:49

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate specific to that purpose.

TEXAS LAND RECLAMATION, LLC

Texas Taxpayer Number 32038742378

Mailing Address PO BOX 1236 DONNA, TX 78537-1236

② Right to Transact Business in Texas ACTIVE

State of Formation TX

SOS Registration Status
(SOS status updated each business day) ACTIVE

Effective SOS Registration Date 01/23/2009

Texas SOS File Number 0801077946

Registered Agent Name PENELOPE M OAKS

Registered Office Street Address 27226 BASS BLVD HARLINGEN, TX 78552



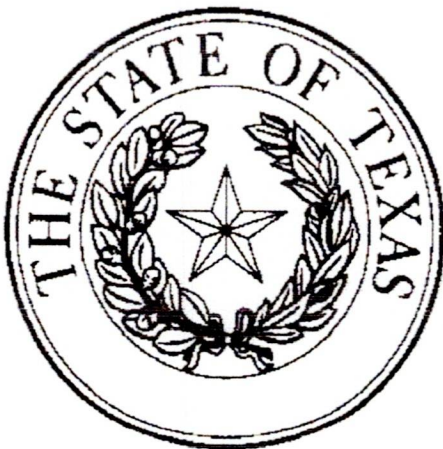
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Texas Land Reclamation, LLC (file number 801077946), a Domestic Limited Liability Company (LLC), was filed in this office on January 23, 2009.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 06, 2025.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State



Standardized Agenda Request Form

Date of Meeting: April 2, 2025		Agenda Item No. (to be assigned by CSO): 2025-268	
From: David Arce			
Subject: Discussion and consideration to purchase Toter residential bins from Sourcewell contract# 041521 vendor Wastequip, in the amount of \$34,854. (Staffed by Public Works Department.)			
Background: The City of Weslaco continues to experience growth, increasing the demand for residential trash bins. Currently, the City has approximately 130 bins in back stock; however, new residential developments, including 4-plex complexes, are expected to deplete this inventory. To ensure adequate supply and avoid shortages, staff recommend purchasing additional trash bins.			
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):			
LUCERITO ESPINOZA David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Toter Trash Bin Order, TOTER QUOTE, Toter Carts Brochure			
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: April 2, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: Purchase of Residential Trash Bins

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

The City of Weslaco continues to experience growth, increasing the demand for residential trash bins. Currently, the City has approximately 150 bins in back stock; however, new residential developments, including 4-plex complexes, are expected to deplete this inventory. To ensure adequate supply and avoid shortages, staff recommends purchasing additional trash bins.

Staff recommends purchasing a full truckload of 624 residential trash bins from Toter to maximize freight cost efficiency.

Justification:

- The current vendor's bins have had ongoing issues with water retention on the tops, which was addressed but not fully resolved.
- Toter provides a 10-year warranty on the bins, ensuring long-term reliability and cost-effectiveness.
- The estimated lead time for delivery is 4 weeks, making it essential to place the order promptly to maintain inventory levels.

The purchase is within the approved budget for this fiscal year.

Staff recommends approval of the purchase of 624 residential trash bins from sourcewell contract vendor Toter.



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10341474

Sourcewell 

Awarded Contract

Contract # 041521-TOT

Sell To:

Contact Name	David Arce	Ship To Name	City of Weslaco
Bill To Name	City of Weslaco	Ship To	3000 S Border Ave
Bill To	255 S Kansas Ave		Weslaco, TX 78596
	Weslaco, TX 78596-6158		USA
	USA	Quick Ship	☐
Email	darce@weslacotx.gov		
Phone	(956) 968-3181		
Mobile	(956) 793-8735		

Quote Information

Salesperson	Chance Hennig	Expiration Date	4/9/2025
Salesperson Email	chennig@wastequip.com	Quote Number	WQ-10341474
Salesperson Phone	(361) 362-4485		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (209) Blackstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$53.50	\$33,384.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$33,384.00
Shipping Terms	FOB Origin	Shipping	\$1,470.00
		Tax	\$0.00
		Grand Total	\$34,854.00

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10341474

Sourcewell 

Awarded Contract

Contract # 041521-TOT

petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract
Information

Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Toter®

Built for Extremes™

WASTE & RECYCLING CARTS



Instant Curb Appeal

TWO-WHEEL CARTS

Toter carts are perfect for the collection, transport and disposal of waste and recycling for industrial, commercial and institutional environments. The Advanced Rotational Molding™ process provides superior product durability for long life. Toter carts are extremely flexible and impact-resistant, and they stand up to just about anything that's tossed in them – or at them.

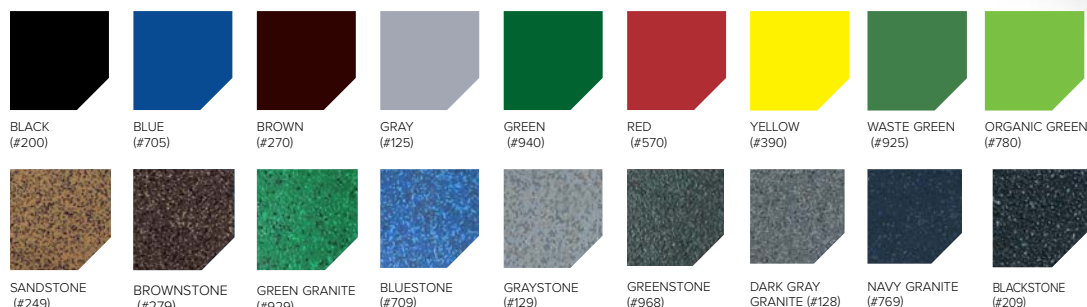
- Industry-leading 10-year warranty
- Stress-free Advanced Rotational Molding for superior durability
- Rugged Rim® for impact resistance
- Built for waste collection trucks
- Constructed with up to 50% recycled material and are 100% recyclable.

Available in 32-, 48-, 64- and 96-gallon sizes

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
ANA32	32 Gallons	24.25" x 19.75" x 37.50"	8"	112 lbs. / 50.8 kg
ANA48	48 Gallons	28.75" x 23.50" x 37.50"	10"	168 lbs. / 76.3 kg
ANA64	64 Gallons	31.75" x 24.25" x 41.75"	10"	224 lbs. / 101.6 kg
ANA96	96 Gallons	35.75" x 29.75" x 43.25"	10"	335 lbs. / 152.0 kg

AVAILABLE COLORS

Toter cans are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

proproducts@toter.com
www.toter.com
Toter is a Wastequip® brand

ORGANICS CARTS

Only Toter offers two-wheel and caster carts specifically designed to withstand heavy, wet, organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs, and exceed ANSI standards – they'll withstand 6-1/4 lbs/gallon vs. standard 3-1/2 lbs./gallon.

- Molded, sealed stop-bar that prevents leakage
- Stress-free Advanced Rotational Molding™ for superior durability
- Rugged Rim® for impact resistance
- Bottom wear strip for longer life
- Industry-leading wind and “set-down” stability design

Available in 24-, 32-, 48- and 64-gallon sizes

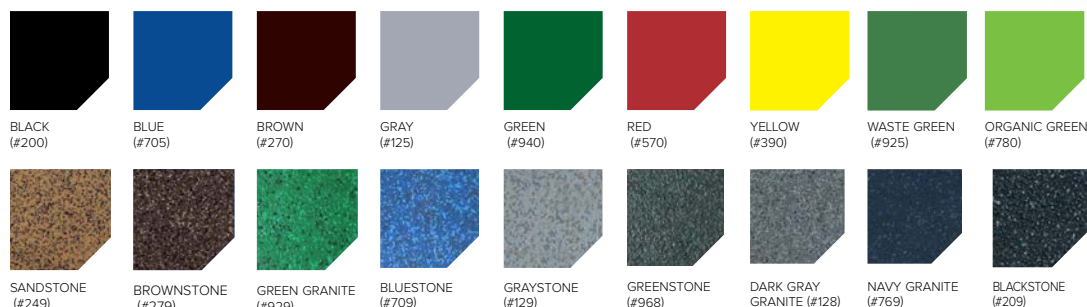
Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
ONA24	24 Gallons	24.25" x 19.75" x 37.50"	8"	150 lbs. / 68.0 kg
ONA32	32 Gallons	28.75" x 23.50" x 37.50"	10"	200 lbs. / 90.0 kg
ONA48	48 Gallons	31.75" x 24.25" x 41.75"	10"	300 lbs. / 136.0 kg
ONA64	64 Gallons	35.75" x 29.75" x 43.25"	10"	400 lbs. / 181.0 kg
ACO64*	64 Gallons	31.75" x 24.25" x 44.25"	Wheel 10" / Caster 4"	400 lbs. / 181.0 kg
ACG64**	64 Gallons	32.00" x 24.25" x 44.25"	Wheel 10" / Caster 4"	400 lbs. / 181.0 kg

*Factory-installed pull-bar available (5860-50-0002)

**Gasketed locking lid available (ACG64)

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CASTER CARTS

Toter caster carts are ideal for maneuvering the heaviest of loads. Added caster wheels eliminate the need to tilt the cart to roll, helping stabilize heavy loads.

- Stress-free Advanced Rotational Molding™
- 4-wheel design to move heavy payloads
- Up to 315 lbs. capacity

Available in 32-, 64- and 96-gallon sizes

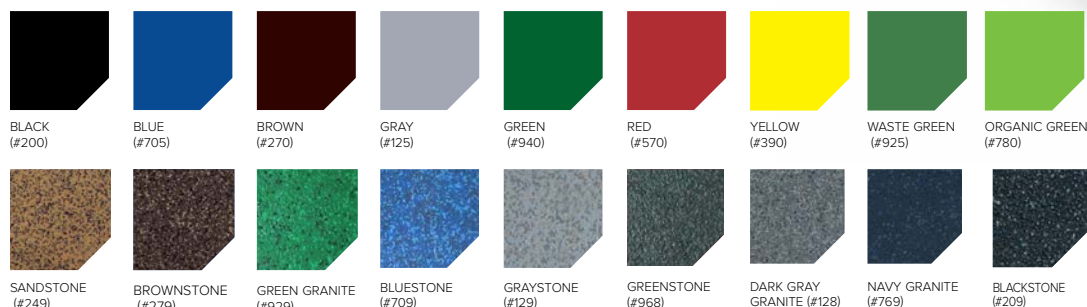
Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
ACC32*	32 Gallons	24.25" x 19.75" x 41.50"	Wheel 6" / Caster 4"	122 lbs. / 53.3 kg
ACC64*	64 Gallons	31.75" x 24.25" x 44.38"	Wheel 10" / Caster 4"	224 lbs. / 101.6 kg
ACC96*	96 Gallons	35.75" x 29.75" x 46.00"	Wheel 10" / Caster 4"	335 lbs. / 152.0 kg

*Factory-installed pull-bar available (5860-50-0002)



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