



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, JUNE 9, 2025**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Monday, June 9, 2025 at 12:00 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. Roll Call.

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. PUBLIC HEARING

- A. To solicit public comments on behalf of the City of Weslaco on the application for a possible tax abatement agreement with Sam's Real Estate Business Trust for the potential investment of approximately \$56 million in real and personal property for the construction of a facility within Weslaco Reinvestment Zone No. 3. Attachment.

IV. CONSENT AGENDA

- A. Approval of Resolution 2025-44 appointing Xavier Salinas, Assistant City Manager, as an Authorized Representatives to conduct business with TexPool Participant Services. (Staffed by Finance Department.) Attachment.

- B. Approval of the negotiated Collective Bargaining Agreement with the Weslaco Municipal Police Union (WMPU) for October 1, 2024 - October 1, 2028. (Staffed by Asst. City Manager.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration of a Tax Abatement Agreement with Sam's Real Estate Business Trust in the Weslaco Reinvestment Zone No. 3 and Resolution 2025-45 authorizing the Mayor to execute. (Staffed by Asst. City Manager.) Attachment.

VI. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 6th day of June on or before 12:00 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 Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

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: June 9, 2025		Agenda Item No. (to be assigned by CSO): 2025-596	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order includes the following: A. Certification of Public Notice. B. Roll Call			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: 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: June 9, 2025		Agenda Item No. (to be assigned by CSO): 2025-594	
From:			
Subject: To solicit public comments on behalf of the City of Weslaco on the application for a possible tax abatement agreement with Sam's Real Estate Business Trust for the potential investment of approximately \$56 million in real and personal property for the construction of a facility within Weslaco Reinvestment Zone No. 3.			
Background: The public hearing is a procedural requirement for Tax Abatement agreements			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Xavier Salinas		Created	
City Manager Comments: Solicit public comments.			
Staff Recommendation:			
Attachments, if any: PH notice re Sam's Retail tax abatement agreement			
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

Notice of Public Hearing

On June 9, 2025, beginning at 12:00 p.m., the City of Weslaco City Commission will hold a Special Meeting to hold a public hearing at the Weslaco City Hall, Commission Legislative Chamber Room, 255 S. Kansas Ave, Weslaco, TX 78596, pursuant to Tex. Tax Code §312.207 concerning the application for a possible tax abatement agreement with Sam's Real Estate Business Trust for the potential investment of approximately \$56 million in real and personal property for the construction of facility within WESLACO REINVESTMENT ZONE NO. 3.

All interested persons may appear and present testimony regarding the agreement.

I hereby certify this Notice of Public Hearing was posted on the city's website and 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 public during and after regular working hours this 9th day of May 2025 and will remain posted continuously for 30 days preceding the scheduled time of this meeting.

/s/ Norma A. Cantu, City Secretary



Standardized Agenda Request Form

Date of Meeting: June 9, 2025		Agenda Item No. (to be assigned by CSO): 2025-633	
From:			
Subject: Approval of Resolution 2025-44 appointing Xavier Salinas, Assistant City Manager, as an Authorized Representatives to conduct business with TexPool Participant Services. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Rosalinda Cavazos Xavier Salinas		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: R2025-44 amend representative for TexPool			
Responsibilities upon Approval:			



Resolution Amending Authorized Representatives

R2025-44

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

CITY OF WESLACO

Participant Name*

7 7 7 3 4

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. XAVIER SALINAS ASSISTANT CITY MANAGER

Name

Title

9 5 6 9 6 8 3 1 8 1

Phone

9 5 6 9 6 8 6 7 1 7

Fax

XSALINAS@WESLACOTX.GOV

Email

Signature

2. ROSALINDA CAVAZOS FINANCE DIRECTOR

Name

Title

9 5 6 9 6 8 3 1 8 1

Phone

9 5 6 9 6 8 6 7 1 7

Fax

RCAVAZOS@WESLACOTX.GOV

Email

Signature

3. SONIA FLORES ASSISTANT FINANCE DIRECTOR

Name

Title

9 5 6 9 6 8 3 1 8 1

Phone

9 5 6 9 6 8 6 7 1 7

Fax

SFLORES@WESLACOTX.GOV

Email

Signature

1. Resolution (continued)

4. FEDERICO REYES ACCOUNTANT II
Name Title
9 5 6 9 6 8 3 1 8 1 9 5 6 9 6 8 6 7 1 7 FREYES@WESLACOTX.GOV
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Rosalinda Cavazos
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 09 day of JUNE, 2025.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

ADRIAN GONZALEZ, MAYOR
Name of Participant*

SIGNED

Signature*
Adrian Gonzalez
Printed Name*
Mayor
Title*

ATTEST

Signature*
Norma A. Cantu
Printed Name*
City Secretary
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Standardized Agenda Request Form

Date of Meeting: June 9, 2025		Agenda Item No. (to be assigned by CSO): 2025-666	
From:			
Subject: Approval of the negotiated Collective Bargaining Agreement with the Weslaco Municipal Police Union (WMPU) for October 1, 2024 - October 1, 2028. (Staffed by Asst. City Manager.)			
Background: The Weslaco Municipal Police Union membership voted to accept the negotiated CBA Agreement for the fiscal year Oct 1, 2025 through Oct 1, 2028 on May 27, 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):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: CBA Weslaco Municipal Police Union Oct 1, 2025 - Oct 1, 2028			
Responsibilities upon Approval: Execute, retain and notify appropriate departments.			

COLLECTIVE BARGAINING LABOR AGREEMENT
Between the
CITY OF WESLACO, TEXAS
And the
WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract - 3 Years

October 1, 2025 through October 1, 2028

INDEX OF ARTICLES TO COLLECTIVE BARGAINING LABOR AGREEMENT
BETWEEN
THE CITY OF WESLACO AND WMPU
FISCAL YEARS 2021-2024

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ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Labor Agreement are as follows: 1) the CITY OF WESLACO, TEXAS and 2) the WESLACO MUNICIPAL POLICE UNION.

Section 2. The CITY OF WESLACO, TEXAS, hereafter referred to as the “CITY”, is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home-rule municipalities under the Constitution and the Laws of the State of Texas.

Section 3. The WESLACO MUNICIPAL POLICE UNION, hereafter referred to as the “UNION” or is an association, as such is defined in Chapter 174, Texas Local Government Code (“TLGC”) for the purpose of representing police officers concerning compensation, hours, grievances, and other conditions of employment affecting police officers.

Section 4. References to the CITY and the UNION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS LABOR AGREEMENT

Section 1. It is the intent and purpose of this Labor Agreement to achieve and maintain harmonious relations between the PARTIES in order to provide for an equitable and orderly process that addresses salaries, working conditions, and employer-employee working relations that may arise during the term of this Labor Agreement.

ARTICLE 3. RECOGNITION CLAUSE

Section 1. Recognition. The CITY recognizes the UNION as the sole and exclusive bargaining agent for all police officers for the CITY, as that term is defined in Chapter 174, TLGC. The CITY or any of its representatives agrees that it will not meet with any other association eligible to be the bargaining agent for Weslaco Police Officers for any issues related to the Labor Agreement and which is not recognized as the bargaining agent, unless the UNION agrees and is also present.

ARTICLE 4. SUCCESSOR & ASSIGNS

Section 1. This Labor Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Labor Agreement and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

ARTICLE 5. AUTHORITY AND TERM OF THIS LABOR AGREEMENT

Section 1. Term of the Labor Agreement. Except as otherwise provided for within this contract, this Labor Agreement shall have an Effective Date of October 1, 2025 and shall remain in continuous full force and effect for a period of THREE (3) YEARS, until September 30, 2028, except as otherwise provided herein.

ARTICLE 6. EVERGREEN CLAUSE

Section 1. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this Labor Agreement, all terms of this current Labor Agreement shall remain in full force and effect until replaced by a successor Labor Agreement.

Section 2. The initial meeting after notice is given shall be for the purposes of setting, dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of triggering any applicable statutory dates or deadlines. Thereafter, the PARTIES may extend deadlines by mutual agreement, in writing, executed by the Chief Negotiator for each PARTY.

Section 3. The CITY agrees to commence negotiations at least sixty (60) days before the expiration date of this Labor Agreement if the UNION has requested negotiations as required under Chapter 174, TLGC.

ARTICLE 7. SUPERSESSION & SAVINGS CLAUSE

Section 1. The terms and provision of this Labor Agreement, once effectuated, shall supersede any and all prior Labor Agreements, except as otherwise provided in this Labor Agreement or as required by law.

Section 2. If any provision of this Labor Agreement or the applicability thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Labor Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Labor Agreement shall be severed to the fullest extent allowed by law.

ARTICLE 8. PAYROLL DEDUCTION OF DUES

Section 1. The CITY agrees to deduct dues and assessments, according to the City's usual and outstanding pay cycle and work cycle in an amount certified to be true and correct by the Treasurer of the UNION, from the pay of those employees who individually requested, in writing, that such deductions be made from their salary and wages.

Section 2. The total amount of deductions shall be remitted, bi-weekly for 26 designated pay periods, together with the names of the employees from whom dues have been collected, by the CITY to the Treasurer of the UNION, or the designated depository for the UNION.

Section 3. This authorization shall remain in full force and effect during the term of this Labor Agreement, to include any Evergreen period that may apply. The CITY or UNION, as applicable, shall forward to the UNION or CITY, a copy of all authorizations or cancellations of voluntary deductions of UNION dues by individual members of the bargaining unit.

Section 4. The CITY agrees that payroll deduction is an exclusive agreement between the CITY and the UNION. The CITY also agrees that it will not grant payroll deduction of dues for any other UNION, eligible to be the bargaining agent for Weslaco Police Officers, without the written approval of the UNION.

Section 5. The CITY agrees to grant the UNION one additional payroll deduction slot.

ARTICLE 9. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. The PARTIES understand and agree that under the provisions of §174.006, TLGC, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174 unless the collective bargaining contract specifically provides otherwise.

Section 2. Nothing in this Labor Agreement is intended to detract from any rights, privileges, duties that an individual bargaining unit member may have under civil rights or anti-discrimination laws, whether state or federal, which a public employee would otherwise have in the absence of this Labor Agreement.

Section 3. The duly adopted Civil Service Rules & Regulations, Police Department Standard Operating Rules, Procedures and General Orders, shall continue to apply and be enforced by management, except as otherwise specifically provided for in this Labor Agreement. See §174.006(a), TLGC.

ARTICLE 10. CERTAIN CIVIL SERVICE RULES SUPERSEDED

Section 1. A state or local civil service provision prevails over this Labor Agreement, except to the extent this contract specifically provides otherwise.

Section 2. It is the specific intent of the PARTIES to this Labor Agreement, that any express, written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in the Civil Service Statutes, Chapters 141 through 143, TLGC, is intended to override the applicable statutory provision as allowed by Chapter 174, TLGC.

ARTICLE 11. MANAGEMENT RIGHTS

Section 1. The CITY, on its own behalf, hereby retains and reserves unto the Chief of Police all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Texas and the United States, including but without limiting, the generality of the foregoing, except as specifically limited and governed by this Labor Agreement.

Section 2. The CITY's management rights include, but are not necessarily limited to, the following areas and categories:

- A. To exercise the Executive Management and Administrative control of the Department and its properties and facilities;
- B. To assign overtime work;
- C. To determine special assignments or lateral transfers;
- D. To schedule operations, assign shifts, and determine appropriate staffing requirements;
- E. To control production and service standards;
- F. To make technological changes;
- G. To have uninterrupted work, including emergency declarations;
- H. To control the Department's overall fiscal budget; and
- I. To determine the Department's organizational structure.

Section 3. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the CITY, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and specific terms of this Labor Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the State of Texas.

Section 4. Nothing contained herein shall be considered to deny or resist the CITY its rights, responsibilities, and authority under the laws of the State of Texas or any other national, state, county, district, or local law or regulations or executive order as they pertain to police service.

Section 5. The CITY's management rights do not include the ability to exclude Fair Labor Standards Act exempt officers to overtime assignments paid for by grants. Fair Labor Standards Act exempt officers may be denied overtime assignments based on the staffing and manpower needs of the Department and the primary duties of such exempt officers. The allocation of overtime assignments to Fair Labor Standards Act exempt officers is subject to grievance by individual officers and/or the UNION on behalf of its membership.

ARTICLE 12. APPOINTED POSITIONS

Section 1. The Chief of Police shall appoint each person occupying an authorized position in the classification immediately below that of the Chief of Police, which shall be referred to as “Assistant Chief.”

The total number of persons who may be appointed to the classification immediately below the Chief of Police may not exceed two (2).

Section 2. A person appointed to the rank of Assistant Chief must meet the following minimum criteria:

- A. Must be employed with the department as a sworn police officer;
- B. Must have at least two years of continuous service in the department as a sworn police officer;
- C. Must hold the classification of Captain at the time of the appointment; and,
- D. Must meet the requirements for appointment as head of the department as prescribed by Section 143.013(b), TLGC. In the event no Captains meet the qualifications, apply for, or refuse the appointment, then the Chief of Police may then select a candidate from the next lower classification.

Section 3. A person appointed under this section serves at the pleasure of the Chief of Police and, notwithstanding any other provision of this Labor Agreement, all wages, hours, benefits and other conditions of employment regarding such position shall be subject to change or modification by the Chief of Police. A person appointed under this section shall be paid for the work actually performed for the assignment, pursuant to Article 18, titled “Wages & Salary,” section 4.

Section 4. If an officer is removed from an appointed position of Assistant Chief, that person shall be reinstated in the Department and placed in the same classification, or its equivalent, that the person held before appointment. The person retains all rights of seniority in the department.

- A. In the event of such a removal and reinstatement, the reduction in force rules recognized under Chapter 143, TLGC that provide for a last-in, first-out domino effect down the chain of command shall apply.

Section 5. An officer removed from the appointed position of Assistant Chief has no right of appeal from such removal. Should the Assistant Chief be charged with an offense under the civil service rules, which results in disciplinary suspension, including an indefinite suspension, the Assistant Chief retains the appeal rights otherwise provided to other officers under Chapter 143, TLGC; provided, however, that restoration of benefits or position, if any, shall be at the position

that the officer held prior to the appointment.

Section 6. Except as provided in this Section, an appointment under this Article shall not result in the reduction of the number of positions in any existing classification, provided, however, that the CITY may have no more than four positions at the rank of Captain.

Section 7. Upon the appointment of the first Assistant Chief position from the rank of Captain, there shall be created a vacancy in the rank of Captain, which shall be filled in accordance with the provisions of Chapter 143, TLGC.

Section 8. The position of Assistant Chief and Captains, when and if appointed, shall be carried as Fair Labor Standards Act "FLSA" exempt.

ARTICLE 13. PREVAILING RIGHTS

Section 1. All working conditions, wages, hours, and benefits, that are now enjoyed by and in effect with respect to the members of the Department on the effective date of this Labor Agreement which are not covered by this Labor Agreement shall remain in full force, unchanged and unaffected in any manner unless changes are modified in writing by mutual consent of the UNION and the CITY.

Section 2. The PARTIES expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational need of the Department and the CITY and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Labor Agreement.

ARTICLE 14. UNION ACTIVITY

Section 1. The PARTIES via this Article seek to establish the appropriate balance between the right of the Weslaco police officers to collective bargaining status and the legitimate governmental needs of the CITY. This Article seeks to provide the requisite accommodation for protected First Amendment activity without running afoul of the prohibition under the Texas Constitution from use of public funds for activities other than the legitimate and lawful needs of the public.

Section 2. Three (3) members of the UNION negotiating team shall be allowed time off with pay to attend negotiation meetings mutually set by the CITY and the UNION when such meetings occur during the regularly scheduled time of the employees, subject to the manning or other business needs of the Department. Additionally, the CITY will allow up to three (3) hours per member per negotiation session to prepare for negotiations. The CITY shall make reasonable efforts to accommodate the members of the UNION bargaining team's schedule for purposes of preparation and attendance of any negotiation session.

Section 3. Subject to prior notification to and approval from the Chief of Police, or his designee, the UNION President or Vice President shall have the right to visit the premises of the police department for purposes of administering this Labor Agreement. Visits shall be conducted in a manner and at a time as not to interfere with the functions of the police department. The Chief of Police shall not unreasonably withhold approval of requests by the UNION President or Vice-President to visit the premises of the Department. Concerns and/or complaints regarding the administration of the Labor Agreement shall be directed to the Chief of Police or his designate.

Section 4. The UNION shall have exclusive access to one bulletin board in the police briefing room to post UNION and police related material and information; provided, however that:

- A. No materials endorsing political candidates or any matter that is degrading or derogatory to the Employer or any City of Weslaco elected official, employee, agent or representative will be allowed on the bulletin board;
- B. If the Chief of Police, after consultation with the City Manager and/or the City Attorney, determines that certain material is in violation of the preceding prohibition, City Management may remove the material and notify the UNION of the reasons for such action; and
- C. The UNION shall bear the cost of defending in court any challenge to the legality of this exclusivity provision and further provided that the UNION shall be responsible for payment of any monetary amounts that may be awarded in connection with such a challenge, including legal and monetary damages, attorney's fees, and costs of court. The CITY shall cooperate in the defense of any such court challenge.

Section 5. The officers of the UNION (President, Vice-President, Secretary, and Treasurer) shall be granted leave from duty without pay for all membership meetings and Executive Board meetings of the UNION when such meetings take place at a time during which such officers are scheduled to be on duty, provided that such absences shall not unduly interfere with the operations of the Department. The leave without pay shall be limited to one meeting per month not to exceed four (4) hours per meeting.

Section 6. The elected delegates, officers, or members of the UNION may be granted leave from duty with full pay to attend UNION activities, which include, but shall not be limited to conventions, seminars, or meetings, but does not include testifying before the Texas Legislature or its committees. Such leave with pay shall not exceed a total of twenty (20) days a year cumulatively for all employees, only four (4) of which will be deducted from personal or vacation leave. Such leave shall only be allowed if it does not unduly interfere with the operations of the department.

Section 7. Within thirty (30) days from the execution of this Labor Agreement, and subject to prior notification to and approval from the Chief of Police, or his designee, the UNION and its representatives shall have the right to visit the premises of the police department for purposes of presenting and explaining the contents and implications of this Labor Agreement to the members

of the police department. The Chief of Police shall not unreasonably withhold approval of requests by the UNION to visit the premises of the Department for the purposes of this section.

ARTICLE 15. LABOR RELATIONS COMMITTEE

Section 1. There shall be a Labor Relations Committee under this Labor Agreement. The UNION and the CITY acknowledge that a harmonious working relationship is essential to the success of this Labor Agreement, and the first tenet of such a working relationship involves cooperation and mutual recognition of each PARTY's positions with regard to issues that affect officers. To such end, a Labor Relations Committee shall be established to mutually explore such issues and seek joint recommendations for resolutions to problems that may arise in the workplace. The Labor Relations Committee is meant to establish a more formal and institutionalized mechanism for reciprocal exploration of workplace issues in a positive manner. This forum is not for purposes of embarrassment or castigation of one party against another.

Moreover, this cooperation and mutual working relationship is advisory only and not meant to supplant management initiatives, prerogatives, and decision-making authority. Neither the Chief of Police, nor the UNION, nor the CITY are bound to implement any resolution recommended by the Labor Relations Committee.

Section 2. The Labor Relations Committee shall consist of six (6) members, three (3) bargaining unit members and three (3) management appointments that are not bargaining unit members. The three appointments by the UNION shall be made in accordance with the internal policies and practices of the UNION. The Chief of Police in consultation with the City Manager shall make the three (3) appointments for the CITY.

Section 3. This Committee may meet with the Chief of Police or his designate on an as needed basis at the request of either PARTY to this Labor Agreement. A joint statement of the Committee meeting shall be posted on the department bulletin board within a reasonable time after any Labor Relations Committee meetings for information purposes.

Section 4. The purpose of these meetings shall not be to engage in collective bargaining, but to improve labor relations to address concerns and make suggestions. The business of the meetings shall be conducted informally in an atmosphere conducive to the open, candid, and constructive discussion of issues. The Committee may make recommendations that involve or relate to things such as: 1) any and all issues affecting police officers relating to health & safety, equipment, working conditions, effectiveness, and professionalism; 2) responding to request for input from the Chief of Police or City Management; 3) continuing Texas Commission on Law Enforcement "TCOLE" training and any other training mandated by state law.

Section 5. Disciplinary matters involving specific individuals are not the proper subject of the Labor Relations Committee and will not be discussed.

ARTICLE 16. CERTAIN ELIGIBILITY REQUIREMENTS

Section 1. The Department, at the time of this Labor Agreement, has four recognized classifications, namely: 1) Captain; 2) Lieutenant; 3) Sergeant; and 4) Patrol Officer.

Section 2. To qualify for the civil service examination for the classification of Sergeant, a member must first have a minimum of three (3) years' experience in the next lower classification in the Department.

Section 3. The PARTIES recognize that the Investigator position is an assignment, not a classification.

Section 4. All Sergeants, Lieutenants, and Captains will be assigned to their respective divisions at the sole discretion of the Chief of Police.

ARTICLE 17. WORKING OUT OF CLASSIFICATION; ACTING PAY

Section 1. Any police officer covered by this Labor Agreement who is temporarily assigned to or required to perform the duties of a higher classification by a supervisor, shall be compensated at the rate of pay applicable to such higher position or rank during such period of time.

- A. This provision shall not apply to any appointed position, unless acting pay is authorized by the Chief of Police.

Section 2. The term "temporarily assigned" as used herein means for the period of time actually worked. The step-up pay will be the higher-class pay, plus any add-on pays, otherwise applicable for that officer.

- A. Acting pay requires prior approval by the Chief of Police or his command staff designee. The mere absence of a higher ranking officer from duty may not, standing alone, justify a claim for acting pay by a lower ranking officer.

ARTICLE 18. WAGES & SALARY

Section 1. Annual Base salaries for each respective class of officers shall be paid as explained below.

RANKS	FY 2024-20251 Base Salary	% increase	FY 2025-2026 Base Salary	% increase	FY 2026-2027 Base Salary	% increase	FY 2027-2028 Base Salary ¹
Cadet							
Patrol Officer	\$ 52,200	3.5%	\$ 54,027.00	3.5%	\$ 55,917.95	3.5%	\$ 57,875.07
Sergeant	\$ 60,594	3.5%	\$ 62,714.79	3.5%	\$ 64,909.81	3.5%	\$ 67,181.65
Lieutenant	\$ 67,628	3.5%	\$ 69,994.98	3.5%	\$ 72,444.80	3.5%	\$ 74,980.37
Captain	\$ 78,728	3.5%	\$ 81,483.48	3.5%	\$ 84,335.40	3.5%	\$ 87,287.14
Asst. Chief (Appointed, FLSA Exempt)	Chief's discretion, but no less than 5% over the highest paid Captain's total compensation		Chief's discretion, but no less than 5% over the highest paid Captain's total compensation		Chief's discretion, but no less than 5% over the highest paid Captain's total compensation		Chief's discretion, but no less than 5% over the highest paid Captain's total compensation

- A. Base pay of the appointed positions of Assistant Chief shall be at the discretion of the Chief of Police, subject to approval of the City Manager, but, in no event shall the base pay of Assistant Chief be less than five (5) percent over the highest paid Captain's total compensation. In addition, Assistant Chiefs and Captains shall be carried as FLSA Exempt, and Lieutenants shall not be carried as FLSA exempt. In addition to base pay, Captains will be compensated for certification pay, stability pay, assignment pay, education reimbursement, education pay, and physical agility incentive pay, if they qualify for said payments.

Section 2. A qualifying employee shall receive the certification pay consistent with each certification. The amounts are pro-rated annually upon attainment of each certification level. The amounts are not cumulative. Increases take effect upon execution of the Labor Agreement.

¹ The Parties agree to renegotiate the base pay percentage increase for fiscal year 2027-2028 without the Union having to tender a notice of intent to bargain to the City, pursuant to Texas Local Government Code §174.107. The Parties agree the renegotiation provided by this provision is limited solely to base pay provided by Article 18(1) and any provision in this Agreement providing for a "cadet" provision. The Parties further agree that during the renegotiation provided by this provision, the base pay percentage increase will be no less than the 3.5% increase provided herein.

- A. Intermediate Certificate Pay: \$600.00 per year.
- B. Advance Certification Pay: \$1,200.00 per year.
- C. Master Certification Pay: \$1,500.00 per year.

Section 3. Seniority pay will be paid pro-rata over the course of the year. The amount paid will be based on full, completed years of service as of the anniversary of the date of hire as a police officer and replaces longevity pay under Chapter 143, TLGC. The amount paid is not cumulative. The amounts of seniority pay will be paid as follows:

Stability Pay Service Yrs	
0	0
1	0
2	\$2,000
3	\$2,500
4	\$4,500
5	\$5,500
6	\$5,750
7	\$6,000
8	\$6,500
9	\$7,000
10	\$7,500
11	\$8,000
12	\$8,500
13	\$9,000
14	\$9,500
15	\$10,000
16	\$10,500
17	\$11,000
18	\$11,500
19	\$12,000
20	\$12,000
23	\$12,000

Section 4. Police officers assigned to the following assignments shall receive a pro-rata amount of \$2,000.00 during the period of the assignment. This provision supersedes any contrary requirements that may be contained in Chapter 143, TLGC. Assignments shall be at the sole discretion of the Chief of Police taking into account any fiscal restrictions and the needs of the Department. Any police officer assigned to one of the following assignments shall be paid pursuant to this section for any work performed by the assignment.

- A. Criminal Investigation Division: There is no limit to the officers that may be paid for this assignment;
- B. Evidence Technician(s): Only two (2) officers may be paid for this assignment;

- C. Field Training Officer(s): Only eight (8) officers may be paid for this assignment;
- D. Special Response Team (e.g. SWAT, ERT, SORT): Only fifteen (15) officers may be paid for this assignment; of the thirteen officers, one (1) shall be a commander, two (2) shall be supervisors, and ten (10) shall be operators;
- E. Intoxilyzor Operator(s): Only twelve (12) officers may be paid for this assignment;
- F. Motorcycle officers: Only two (2) officers may be paid for this assignment;
- G. Training Coordinator: Only one (1) officer may be paid for this assignment;
- H. PAR Division: Only twelve (12) officers may be paid for this assignment; and
- I. Traffic Accident Reconstruction: Only four (4) officers may be paid for this assignment.
- J. Public Information Officer and Crime Stoppers Coordinator: Only one (1) officer may be paid for this assignment.
- K. School Resource Officer

Section 5. The CITY will reimburse a police officer's tuition and fees, paid out-of-pocket, attributable to courses from a college or university, accredited by the Southern Association of Colleges, Western Association of Schools and Colleges and Schools or Regional accreditation, if the police officer successfully completes said courses.

- A. Provided, however, that the maximum amount of tuition reimbursement for any Individual officer shall not exceed \$5,000.00 per fiscal year.
- B. Provided further that tuition reimbursement shall not be a component of the overtime rate.
- C. Provided that the degree sought is in support of a "Governmental Function."

Section 6. Education Pay shall be provided as a component of pay from State Accredited College or University.

- A. Current employees shall continue to receive education pay in accordance with the following table for the duration of this Labor Agreement;

College Hours Completed/Degree Earned	Annual Education Pay
---------------------------------------	----------------------

Associates Degree	\$850.00
Bachelor Degree	\$1,700.00
Master Degree	\$2,300.00
Doctorate Degree	\$2,900.00

Section 7. A police officer shall be entitled to a performance pay bonus for meeting the Incentive level fitness standards contained in the fitness for duty Article contained in this Labor Agreement, which is set at a lump sum payment of \$600.00 per testing cycle, that is, twice per year. This section in no way replaces the Weslaco civil service entry level minimum standards.

PHYSICAL FITNESS STANDARDS (derived from FitForce Standards)					
ACTIVITY	RUN	JUMP	CARRY	PUSH-UPS	SIT-UPS
INCENTIVE LEVEL	1.25 mile run in 12 minutes or less	jump or scale 5 foot chain link fence	drag or carry 180 lb. dummy distance of 20 yards	28 push-ups in 1.5 minutes or less	29 sit-ups in 1.5 minutes or less
MINIMUM STANDARD LEVEL	.75 mile run in 12 minutes or less	Jump or scale 5 foot chain link fence	drag or carry 180 lb. dummy distance of 20 yards	5 push-ups in 1.5 minutes or less	10 sit-ups in 1.5 minutes or less
ROWING	Rowing instead of the run, jump, carry, push-ups, sit-ups. Per Department of Public Safety standards (subject to future changes made by DPS).				

Section 8. There shall be an entry level classification of Cadet for officers appointed to the Department who have not yet attained a peace officer certification. An officer appointed to the Department who has a peace officer certification will be placed in the classification of Patrol Officer without serving as a Cadet. Both the classification of Cadet and the classification of Patrol Officer shall be considered entry level positions and both classifications are subject to the requirements of TLGC Ch.143, Subchapter B.

The probationary period for a Cadet shall be for one year after the Cadet graduates from the academy or one- and one-half years from the date of hire, whichever period is longer. Cadets who attain peace officer certification and successfully complete their probationary period will automatically move into the classification of Patrol Officer without a promotional test.

ARTICLE 19. PAID TIME OFF- VACATION LEAVE

Section 1. Vacation allowance shall be earned annually (based upon a monthly accumulation) based upon the following schedule:

- A. Fifteen (15) days' vacation with pay after completion of one (1) year of continuous service with the Department earned at a rate of one and one-fourth (1-1/4) days per month;
- B. Eighteen (18) days of vacation with pay after completion of (10) years of continuous service with the Department earned at a rate of one and one-half (1 - 1/2) days per month;
- C. Twenty (20) days of vacation with pay after completion of twenty (20) years of continuous service with the Department earned at a rate of one and two-thirds (1- 2/3) days per month;

Section 2. Vacation time will be taken in increments of eight (8) hour shifts. Each eight (8) hour shift is equal to one (1) vacation day.

Section 3. Vacation selection for each upcoming year shall be on a seniority basis within each rank under the following conditions:

- A. Vacation selection by seniority preference shall be made during the month of October of each fiscal year. After which and beginning November 1 of each year, the remaining selection shall be made on first come first serve basis.

Section 4. Employees are permitted to carry a maximum of thirty (30) vacation days over from one fiscal year to the next. The carry-over vacation days' policy will be consistent with the carry-over policy of the regular city staff.

Section 5. Employees will be entitled to four (4) personal days off per year to conduct personal affairs.

These personal days off will not be considered as sick leave or vacation leave. Personal days cannot be carried over. A personal day must be used during the fiscal year it is earned; otherwise it will be lost.

Section 6. Accrued vacation time may be used to mitigate the effect of any disciplinary suspensions; provided, however, that if the affected employee elects to apply vacation leave to cover a suspension, the officer also automatically waives all appeal or grievance rights from such disciplinary action.

Section 7. Accrued vacation time may be used to mitigate the effect of injuries sustained while working employment outside the Department but within the city limits of Weslaco, Texas.

ARTICLE 20. PAID TIME OFF- SICK LEAVE

Section 1. All sick leave benefits shall be covered by applicable provisions of the Chapter 143, TLGC.

Section 2. Sick leave for Police Officers who are regularly scheduled to work an eight (8) hour work period will be paid or charged as follows:

- A. A sick day shall be equal to one (1) eight (8) hour period of work;
- B. Payment for unused, accumulated sick leave on leaving the classified service shall be paid on the basis of one (1) day being equal to one shift; and
- C. Officers terminated on disciplinary grounds shall be entitled to no more than 60 days of sick leave pay-out. Officers separated for any other reason shall be entitled to payment for up to 120 days of sick leave pay-out.

Section 3. Employees who are absent in excess of three (3) consecutive days or longer will be required to submit a doctor's excuse in support of illness, and if management has probable cause to believe that sick leave is being abused, it may require a doctor's excuse for absences of less than three (3) consecutive days at the discretion of the Chief of Police, if there is probable cause to believe that sick leave is being abused.

Section 4. If an officer has exhausted all accrued time (vacation, sick, etc.) due to a serious illness or injury, as defined by the Family Medical Leave Act "FMLA", other officers may voluntarily donate a maximum of forty (40) hours of vacation or sick leave to the ill or injured employee, regardless of classification or rank, to avoid loss of pay. No officer shall be permitted to accumulate more than five hundred (500) hours of such donated leave within any twelve (12) month period of time. Donated leave may only be used for the officer to whom donated. Donated leave will allocated by the City to the officer who has exhausted all accrued time within (7) days from the donation.

Section 5. Accrued sick leave time may be used to mitigate the effect of injuries sustained while working employment outside the Department but within the city limits of Weslaco, Texas.

Section 6. Once a year, and with notice of thirty (30) days from the employee, the City agrees to buy-back from said employees, who have at a minimum of 120 sick leave hours, no more than 32 sick leave hours. The City agrees the sick leave hours bought back will be paid to the employee on December 1 of each year.

ARTICLE 21. MENTAL HEALTH LEAVE

Section 1. Pursuant to Texas Senate Bill 1359, the City of Weslaco provides paid time off for full-time First Responders who have experienced or suffered trauma, due to his/her direct involvement

in a Traumatic Event.

Section 2. Definitions. For the purposes of the Mental Health Leave, the following terms are defined:

- A. "**First Responder**" is defined by the City to mean a Police Officer, communication officer, detention officer, emergency medical services personnel, firefighters, and/or emergency management personnel;
- B. "**Traumatic Event**" is when, in scope of his/her employment, a First Responder is involved in the response to, or investigation of, an event that causes the First Responder to experience unusually strong emotional reactions or feelings which have the potential to interfere with his/her ability to function during or after the event;
 - a. Examples of a Traumatic Event include, but are not limited to, the following:
 - i. "Major Disasters" which may include responses to:
 - 1. weather related events involving multiple casualties;
 - 2. explosions with multiple casualties; or
 - 3. search and recovery missions involving multiple casualties;
 - ii. Incidents involving multiple casualties which may include shootings or traffic accidents;
 - iii. Line of duty death or suicide of a member of the Department;
 - iv. Death of a child resulting from violence or neglect; and
 - v. Police Officer(s) involved shooting of a person.
- C. "**Mental Health Leave**" is administrative leave with pay granted in response to a Traumatic Event.
- D. "**Mental Health Professional**" is a licensed social or mental health worker, counselor, psychotherapist, psychologist or psychiatrist.

Section 3. Requesting Mental Health Leave:

- A. A Police Officer directly involved in a Traumatic Event may request Mental Health Leave.
- B. A request for Mental Health Leave shall be made in writing and forwarded through the chain of command.
- C. A request for Mental Health Leave shall be treated as a priority matter and the Chief's decision either granting or denying the request shall be made no later than 24 hours after

the request was first submitted.

- D. A request for Mental Health Leave shall be granted unless the chain of command can articulate specific compelling reasons to deny granting the leave.

Section 4. A Police Officer who becomes aware of behavioral changes in another Police Officer directly involved in a Traumatic Event should suggest to the Police Officer that he/she seek Mental Health Leave and the assistance of a mental health professional. A Police Officer who voluntarily refuses to seek the suggested seek Mental Health Leave shall be addressed by the City's Safety and Accident Prevention Manual, section 1 – "Employee Safety Responsibilities".

Section 5. Confidentiality of Request for Mental Health Leave.

- A. A Police Officer's request for Mental Health Leave shall:
 - a. be treated as strictly confidential by all parties involved;
 - b. not be discussed or disclosed to anyone outside the Police Officer's immediate chain of command,;
 - c. only be discussed by the Police Officer's immediate chain of command as necessary to facilitate the Police Officer's use of Mental Health Leave.
- B. A Police Officer who becomes aware of behavioral changes in another Police Officer directly involved in a Traumatic Event and who suggested to another Police Officer that he/she seek Mental Health Leave and the assistance of a mental health professional shall not discuss that matter with any third party.
- C. Any breach of this confidentiality provision shall be grounds for discipline.

Section 5. Duration of Mental Health Leave.

- A. A Police Officer directly involved in a Traumatic Event may request Mental Health Leave for up to three (3) working days.
- B. Mental Health Leave is available to a Police Officer for each separate Traumatic Event he/she is directly involved in.
- C. A Police Officer may request that Mental Health Leave be used consecutively or in staggered days.
- D. The Chief, in his sole discretion, may extend the duration of Mental Health Leave under certain circumstances:
 - a. To extend the duration of Mental Health Leave, a Police Officer shall make a request in writing with supporting documentation from the Police Officer's Mental Health Professional attached;

- b. A request to extend the duration of Mental Health Leave shall be forward it through the chain of command;
- c. Mental Health Leave may be extended up to an additional three (3) working days; and
- d. Police Officers may request no more than two (2) requests to extend Mental Health Leave.

Section 6. The City will not reduce a Police Officer's vacation/sick accruals or personal time off, or other paid leave balance for Mental Health Leave taken in accordance with this policy.

Section 7. Mental Health Leave will run concurrently FMLA where FMLA is available. Unused Mental Health Leave will not roll over or accrue on a continual basis.

ARTICLE 22. PAY CYCLE, WORK CYCLE, & WORK HOURS

Section 1. The CITY's usual and customary Pay and Work Cycle has been a fourteen (14) day period, that is, twenty-six (26) cycles per year.

Section 2. The CITY reserves any and all management rights allowed to it by law to alter or amend the pay and work cycles, if to do so serves the legitimate governmental and management interests of the CITY.

Section 3. The CITY will allow and consider input from the UNION Labor Relations Committee regarding changes or modifications to work cycles, pay cycles, or work hours, but the implementation of any modifications shall remain the city's exclusive management right.

Section 4. Bargaining unit members are entitled to take a 30 minute meal break during a work shift, if such break does not unduly interfere with the discharge of the employee's duties.

Section 5. Bargaining unit members are entitled to take two (2) fifteen-minute coffee breaks during a work shift, if such break does not unduly interfere with the discharge of the employee's duties.

Section 6. All work time shall be calculated by going to the nearest quarter hour, backward or forward as applicable, or as otherwise required by applicable federal law.

Section 7. Any officer required to attend in-service training equivalent to a full shift, shall have that period of time to serve as part of his normal shift, and shall not be required to make-up his normal duty hours, unless an emergency exists.

Section 8. All bargaining unit members who travel to attend required training will be paid for their travel time. This provision specifically includes bargaining unit members who passengers in a vehicle traveling to a training session.

ARTICLE 23. HOLIDAYS & HOLIDAY PAY

Section 1. During the term of this Labor Agreement, the city shall observe the following days as Holidays for the Department throughout the term of this Labor Agreement:

- 1) New Year's Day
- 2) Good Friday
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Day After Thanksgiving
- 8) Christmas Eve
- 9) Christmas Day

Section 2. In the event that the CITY COMMISSION should modify the recognized holidays, either by adding holidays, or by removing recognized holidays, the terms of this provision shall be so modified accordingly.

Section 3. For purposes of administration of this Labor Agreement and this provision, holidays shall be observed on the actual calendar day that they fall and no other time.

Section 4. Only those employees assigned to work on a holiday will be paid at the rate of two-half ($2\frac{1}{2}$) times the regular rate; otherwise, officers who do not work on a holiday will be paid at their regular rate of pay.

Section 5. For purposes of this provision, any listed holiday shall commence at twelve o'clock midnight of that day until twelve o'clock midnight of the following day.

Section 6. Separate and apart from the holiday pay rate of two-half ($2\frac{1}{2}$) times regular rate for holiday hours worked, the CITY's statutory overtime obligations shall nonetheless continue to be governed by statutory law. Statutory overtime pay will not be paid in addition to negotiated overtime pay for holiday hours worked.

ARTICLE 24. HOURS OF WORK, CALL BACKS & HOLD OVERS

Section 1. All hours worked in excess of forty (40) hours per work week, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employees regular rate of pay.

Section 2. Any pay under a grant program shall be paid at the rate designated in the grant.

Section 3. Employees who are called back to work after going off duty shall be guaranteed a minimum of one (1) hour at a rate consistent with the hours worked during the current work period.

Section 4. An employee may be held over past his shift dependent on the needs of the department; provided, however, that an employee cannot be required to work more than four (4) hours after his shift has ended or required to work four (4) hours before his next shift begins, other than in an emergency.

Section 5. Fair Labor Standards Act exempt persons shall be eligible for overtime assignments paid for by grants.

ARTICLE 25. FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any Employee, the Employee shall be granted leave of up to two (2) days off for attending the funeral and for needed travel time. Funeral leave shall not be unreasonably withheld.

Section 2. For the purpose of this Article, the immediate family shall be defined as the spouse and children, including legal wards of the Employee, as well as the parent, grandparents, grandchildren, brothers, and sisters of the Employee and that of the Employee's spouse, or significant other.

ARTICLE 26. INSURANCE

Section 1. The CITY shall provide all bargaining members of the Department a minimum of One Hundred Thousand and no/100ths (\$100,000.00) of life insurance coverage.

Section 2. The CITY will furnish the same accident and medical insurance coverage for employees and dependents as those in effect for other city employees for the term of this Labor Agreement. Contributions to the insurance plan will be on the same basis as in effect for other city employees.

ARTICLE 27. UNIFORMS AND EQUIPMENT

Section 1. It shall be the policy of the Department to equip all officers with sufficient uniforms, equipment, and safety equipment reasonably necessary for the performance of their assigned duties. This shall include body armor and cover, which shall be replaced every five (5) years or sooner if recommended by the manufacturer.

Section 2. Except as otherwise provided in this Article, all equipment and other property issued shall remain the property of the Department and shall be returned to the Department when the officer's employment is concluded for any reason.

A. The replacement value of city property issued but not returned or otherwise

accounted for by the officer shall be paid for by the officer upon separation from the Department.

Section 3. Investigators will be issued a pair of Department boots once every two (2) fiscal years.

Section 4. All police officers (excluding probationary employees) will be issued a pair of boots annually within one hundred and twenty (120) days after the beginning of each fiscal year.

Section 5. It shall be the responsibility of each officer to safeguard and maintain items issued to that officer. The employee at his or her expense shall replace property lost or damaged due to negligence on the part of the employee.

Section 6. All items of equipment that become worn or inoperable through normal use shall be ordered for replacement within sixty (60) days after a replacement request is made.

Section 7. Only police officers sworn in prior to October 1, 2021 shall receive a uniform allowance, while police officers sworn in after October 1, 2021 will have uniforms issued to them under a "Quarter Master System," as more fully described below:

- A. Each police officer sworn in prior to October 1, 2021, including investigators, shall receive a uniform allowance of sixty-five dollars (\$65.00) per month, which shall be used exclusively for the maintenance, repair, and replacement of necessary uniforms and clothing necessary to perform assigned duties;
- B. Each police officer sworn in after October 1, 2021, not including investigators, shall be given an initial full issue uniforms governed by the Quarter Master System, as follows
 - a. Each police officer will be issued five (5) uniforms on the day of being sworn in;
 - b. A police officer requesting that all or part of a uniform be replaced must submit a written request for the article of uniform clothing, on a form prescribed by the Department, through the police officer's chain of command, to the person designated by the Chief of Police as the "Quarter Master."
 - c. A police officer's supervisor receiving the prescribed form shall inspect the article of uniform clothing in question. If the supervisor agrees that it should be replaced, said supervisor shall forward the form to the Quarter Master, who shall promptly issue a replacing article. All replacements are subject to review and approval of the Chief of Police, or his designee.
 - d. Investigators who were sworn in as police officers after October 1, 2021,

shall receive a clothing allowance of sixty-five (\$65.00) per month.

Section 8. Only for police officers sworn in prior to October 1, 2021, uniforms or clothing damaged while in the line of duty will be replaced or repaired by the Department at no cost to the employee. An absence from active duty, for whatever reason, exceeding thirty (30) days shall result in a pro-rata reduction in uniform allowance for the time of the absence.

Section 9. All duty items that are the property of the Department shall be replaced by the Department.

Section 10. In the event that an item of departmental property has become worn or defective, the employee will prepare a short report regarding the item and turn in the report to his or her supervisor. The supervisor receiving the report shall inspect the piece of equipment in question. If the supervisor agrees, he shall forward the equipment and the report to the Chief of Police. All replacements are subject to review and approval of the Chief of Police.

Section 11. The CITY will reimburse police officers up to a maximum of \$300.00 for damages to prescription eyeglasses if said glasses are damaged in the line of duty.

Section 12. Upon retirement with at least twenty (20) years of service from the police department, a police officer shall be permitted to keep his badge and nameplate.

ARTICLE 28. PENSION

Section 1. The CITY agrees to continue its twenty (20) year retirement plan with the Texas Municipal Retirement System. The contribution rate by the employee shall continue to be seven percent (7%) of the employee's salary which the CITY will match at a ratio of 2 to 1. The CITY agrees to continue with annuity increases thirty percent (30%) for retirees.

ARTICLE 29. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS.

Section 1. The PARTIES understand and agree that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Department, subject to such procedures required by law. The PARTIES further understand and agree that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2. In connection with any investigation into possible rules violations involving or implicating any member of the bargaining unit, the procedural requirements contained in this Article shall apply, as well as all other rights given to police officers under Chapter 143, TLGC.

Section 3. Employees may be investigated on complaint affidavits received from citizens

outside the Department if the complaint is in writing, signed by the person making the complaint, notarized, and sworn. The Chief of Police may initiate a formal investigation into an anonymous complaint of misconduct against a police officer by a person outside of the department if, and only if, said anonymous complaint explicitly and contemporaneously includes and references independent evidence that corroborates the alleged basis of the anonymous complaint. For the purposes of this section, "independent evidence" means evidence that on its own would tend go to proving an allegation asserted, and may include, but is not limited to, video/audio/photo renderings, sworn witness statements, fingerprints, and DNA residue.

Section 4. If the Chief of Police determines that an officer who is the subject of an alleged rules violation should be required to give a sworn statement in connection with an allegation, then an Order to give a statement must meet the following guidelines and criteria:

- A. The Order to give a statement, if any, must be signed and issued by the Police Chief, or his designate, and must provide the following minimum information:
 - 1) A factual statement of sufficient specificity to fairly and adequately alert the officer about the incident or incidents that are believed to form the basis of the underlying investigation and provide an opportunity to provide a meaningful response; or, if applicable, a copy of the written complaint as provided by Section 3 above shall be provided in lieu of the factual statement;
 - 2) A listing of the possible rules violations implicated by the underlying factual statement sufficient to put the officer on notice of what rules and regulations have arguably been alleged;
 - 3) A Garrity Warning statement to assure that any statement provided is limited to use in the administrative proceeding; and
 - 4) A time, place and date for provision of the statement in accordance with other requirements in this Article.
- B. The Order to give statement, if any, must be issued and served with no less than three (3) days' notice to the officer in question.
- C. The scheduling of the Order shall be set during normal duty hours, unless extenuating circumstances require otherwise. Modifications to time, place, and date may be handled by agreement. A copy of the statement shall be provided to the officer within three (3) business days after its completion.
- D. A statement shall be taken by one interviewer, who shall be a classified peace officer appointed by the Chief of Police. The officer shall respond truthfully to all

questions asked by the examining officer, but the witness shall not be subjected to offensive language or threatened with transfer, removal or disciplinary action during the interview; provided, however, that any admonishments about the consequences of untruthful statements contained in the Order to give statement shall not be considered a violation of this Article.

- 1) The statement may be taken orally or in writing at the discretion of the investigating officer.

Section 5. As a condition precedent to any disciplinary action imposed by the Police Chief, a police officer is entitled to receive a Pre-Disciplinary Due Process Hearing in accordance with the provisions of this Article.

Section 6. The Notice of Pre-Disciplinary Due Process Hearing shall contain the following minimum information:

- A. **Factual Summary.** A meaningful summary of the factual evidence that forms the basis of the possible disciplinary action shall be contained in this Notice. The summary shall contain sufficient evidentiary information as to time, place, manner, of the factual incident or incidents at issue to give the officer sufficient opportunity to respond to the factual allegations. In lieu of the factual evidentiary summary, or in addition to such, as the Chief of Police deems appropriate, the pertinent contents of an internal investigative file may be disclosed or shared with the officer as part of the Notice of Pre-Disciplinary Due Process hearing. If the Chief of Police chooses to share the contents of the investigative file, it shall be provided to the officer or his representative no less than 48 hours in advance of the Due Process hearing.
- B. In addition, the Notice shall list all the possible rules violations implicated by the factual summary, and which may serve as the basis of disciplinary action, if any:

Section 7. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with no less than three (3) days' notice to the police officer. The Due Process hearing shall be scheduled during normal duty hours, unless extenuating circumstances dictate otherwise.

- A. For purposes of this Section only, the 180 days limitation period recognized under Section 143.052, TLGC shall not be counted as part of that limitation period.

Section 8. If the Chief of Police imposes formal disciplinary action, as such is defined under Chapter 143, TLGC, both as to substantive, as well as procedural matters, then all the statutory requirements for such action shall continue to apply. The Chief of Police's decision shall be based only on the contents of the internal investigative file developed under his direction.

Section 9. The Notice of Disciplinary action shall contain the following information:

- A. The factual basis of the underlying disciplinary action, including date, time, place and incident;
- B. The rules and regulations violations upon which the disciplinary action is based;
- C. The officer's right to appeal and appellate procedures.

Section 10. To appeal from a disciplinary action, the officer need only file a letter with the Civil Service Director within ten (10) business days of receipt of the Notice of Disciplinary Action identifying the disciplinary action from which the appeal is taken. The Notice of Appeal shall further specify whether the appeal is being taken to the Civil Service Commission or whether the provisions for a third party hearing examiner under Section 143.057, TLGC are being invoked.

Section 11. If the Chief of Police elects to conclude an investigation into an alleged rules violation prior to the statutory deadline for action recognized under Section 143.052, TLGC, then the subject matter of that particular allegation shall be deemed to have been closed and concluded.

Section 12. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. The Civil Service Commission or the hearing examiner may give weight to the breach of this Article and provide an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 30. PERSONNEL FILES & DISCIPLINARY RECORDS

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

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

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

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

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

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

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

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

ARTICLE 31. DRUG TESTING

Section 1. Weslaco Police Officers will be subject to random drug and alcohol tests at the discretion of City Management.

Section 2. Individual police officers shall be subject to drug and alcohol test on a for-cause basis, such as, but not necessarily limited to, an on-duty automobile accident or a shooting

incident.

Section 3. Officers testing positive for alcohol while on duty are subject to disciplinary action, including termination.

Section 4. Officers testing positive for any controlled substance are subject to disciplinary action, including termination.

Section 5. Drug tests shall be based on split samples by a certified lab. Any retests shall be at the officer's expense.

Section 6. A police officer who willfully refuses to submit to a drug test will be terminated from employment.

ARTICLE 32. PHYSICAL FITNESS FOR DUTY STANDARDS

Section 1. The CITY and UNION agree that they each have a mutual interest in assuring a set of physical fitness standards that are consistent with the legitimate needs of a law enforcement officer position in the Department.

Section 2. The CITY and the UNION agree that the testing for minimum physical fitness standards compliance is optional and compliance is not required for continued employment with the Department. The physical fitness standards adopted as part of this Labor Agreement shall be officially and formally tested at six (6) month intervals. Dry runs or training tests may be ordered by the Chief of Police at his discretion.

Section 3. Final determination of whether an officer has met the fitness standards shall be determined by a Department's training coordinator designated by the Chief of Police who is also a law enforcement officer.

Section 4. Satisfaction of the Fitness Standards at the Incentive level shall qualify for a lump sum payment of \$600.00 per testing cycle, that is, twice per year.

Section 5. Failure to satisfy the Minimum Fitness Standards per testing cycle shall result in ineligibility for promotions or transfers during the applicable six (6) month period. This means, for example:

- A. No eligibility to test for promotions; and
- B. Not eligible for voluntary lateral transfer.

Section 6. Appeal of any disputes over whether a fitness standard has been satisfied, either in whole or in part, shall be limited to an opportunity to re-test within two (2) weeks of the initial

test. The determination of the fitness instructor is final, and disputes over this Article are not subject to any grievance or appeal procedure, whether under Chapter 143, TLGC or under the Grievance Article contained herein.

Section 7. Nothing in this Article shall prevent or preclude the Chief of Police from raising questions about fitness for duty with respect to either physical fitness or psychological fitness for duty before the Civil Service Commission. Failure to meet minimum standards of physical fitness, as defined in this Labor Agreement, may be used by the Department as prima facie evidence that a question of fitness for duty exists as to an officer who fails to maintain minimum standards.

Section 8. In the event that an officer is not able to take the physical fitness test because of an illness or injury, the officer's last test will count toward his eligibility to test for promotion. The Officer will be required to take and pass the physical fitness test, prior to actually being promoted. Failure to pass the test will result in an automatic Passover.

ARTICLE 33. CONTRACT DISPUTE PROCEDURE

Section 1. A contract dispute is a claim by one or more aggrieved officers, with or without a UNION representative, or by the UNION itself, that the interpretation, application, or enforcement of the terms of this Labor Agreement has been violated, which shall be the only subject matter of the grievance procedure. All grievances shall be initiated within forty-five (45) days after the date on which a grievant knew or should have known that the action giving rise to the subject of the contract dispute occurred.

STEP 1. A formal contract dispute must be initiated by an aggrieved employee(s) and/or the UNION itself and processed through the UNION Grievance Committee. If the contract dispute is by an aggrieved officer(s), it must be reduced to writing on a form similar to the one attached as Exhibit A and submitted through the UNION Grievance Committee. The entire contract dispute and all reasons to writing and present the signed, written, dated contract dispute, along with the provision of the Agreement which the grievant feels has been violated, must be contained in any submission. The UNION Grievance Committee shall consider the matter pursuant to any applicable UNION by laws or internal rules of procedure.

STEP 2. If the UNION, acting through its Grievance Committee, decides to advance the contract dispute, the contract dispute shall be submitted by the UNION President to the Chief of Police with ten (10) business days after it is adopted by the UNION. The Chief of Police may not accept a contract dispute that has not gone through Step 1 of this procedure. The contract dispute must be reduced to writing on a form similar to the one attached as Exhibit B. The contract dispute must be signed, written, and dated, and must contain a description of the factual basis of the contract dispute, along with a description of the provision of the Agreement that the UNION contends has been violated, as well as the remedy sought. The Chief of Police shall render his decision within ten (10) business days on the grievance by communicating his decision, in writing, back to the UNION President.

STEP 3. If the contract dispute has not been satisfactorily resolved in Step 2, then the UNION may, within ten (10) business days of the Chief of Police's written decision, appeal the contract dispute to the City Manager, by submitting a written notice of appeal along with a copy of the Grievance submitted to the Chief of Police. The City Manager may not accept a contract dispute that has not gone through Step 1 of this procedure. The City Manager shall render his decision within ten (10) business days on the grievance by communicating his decision, in writing, back to the UNION President.

STEP 4. If the Grievance is not resolved with the City Manager, then the UNION may seek further review by resorting to arbitration. The UNION shall be given written notice to the City Manager of its intent to arbitrate within five (5) business days after receipt of a final written decision by the City Manager. The parties may agree upon an Arbitrator, but if such agreement is not reached within five (5) business days, then the UNION shall request a list of seven (7) qualified neutrals from the American Arbitrators Association (AAA). The list of neutrals must qualify as members of the National Academy of Arbitrators. Within five (5) business days after receipt of the qualified list, the UNION and the CITY shall alternately strike the names on the list, with the UNION striking first, and the remaining name shall be the Arbitrator. The cost of the Arbitrator, which shall include his fee, travel and lodging, if any, shall be shared by the parties. Any other costs related to this step shall be assumed by the party incurring such costs.

Section 2. The hearing on the contract dispute shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, to modify, the provisions of this Labor Agreement in arriving at a decision on the issue or issues presented; and shall confine his decision solely to the precise issue or issues submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the contract dispute. The decision of the Arbitrator shall be final and binding upon the grievant and the CITY.

Section 3. The existence of this contract dispute procedure or the submission by an employee of any contract dispute to the contract dispute process outlined in this Labor Agreement shall not be a waiver of, or constitute a bar or limitation to, any legal action or remedy any individual claim employee may have by law outside of the terms of this Labor Agreement.

ARTICLE 34. RULES OF PROCEDURE FOR ARBITRATIONS

Section 1. The Rules of Procedure for arbitrations shall be governed by the procedural rules of the sponsoring arbitration agency, that is, the American Arbitration Association (AAA) and the requirements imposed by the Arbitrator.

Section 2. All other costs associated with a hearing shall be borne and paid by the party incurring those costs.

ARTICLE 35. LABOR AGREEMENT ORIENTATION

Section 1. The purpose of the orientation shall be to assure that each individual member of the bargaining unit has a full and complete understanding of how the Labor Agreement is put into effect between the CITY's management team and the members of the bargaining unit.

Section 2. A two (2) hour session of police officers rights will be part of the standard training of all new employees. This training will include coverage of the current Labor Agreement between the CITY and the UNION. The UNION will be permitted to make a presentation covering police officers rights, the current Labor Agreement, and benefits of joining a UNION.

Section 3. A copy of the following materials shall be made available to each bargaining unit member within a reasonable time after this Labor Agreement is executed and approved.

- A. Labor Agreement;
- B. City of Weslaco Civil Service Rules & Regulations;
- C. The City of Weslaco's Personnel Policies and Procedures Manual; and
- D. Weslaco Police Department General Orders, as they relate to performance and discipline.

ARTICLE 36. LEGAL DEFENSE

Section 1. The CITY hereby acknowledges its statutory obligations to provide a civil legal defense pursuant to the provisions, and under the conditions set forth in Section 180.002, TLGC or any successor provisions.

Section 2. If during the course of the provision of a civil legal defense, a bargaining unit member in good faith perceives the existence of a conflict of interest, the officer has the right to raise a concern about the existence of a conflict. The CITY, or its representative charged with the provision of a civil legal defense shall evaluate the concern over a conflict in representation.

Section 3. The purpose of this provision is to provide the police officer with a conflict free civil legal defense. The ultimate determination of whether a conflict of defense representation exists or otherwise necessitates appointment of separate defense counsel shall be determined by the City Attorney or the appropriate supervising legal counsel for the carrier representative charged with the provision of a civil legal defense.

ARTICLE 37. DEFINITIONS

For purposes of this Labor Agreement, the following definitions shall apply:

Add-On Pay - categories of pay other than, and beyond, the base pays set for each classification of police officers provided for in this Labor Agreement.

UNION - the duly recognized bargaining agent for the City of Weslaco law police officers at the time that this Labor Agreement is signed.

Bargaining Agent - duly recognized UNION that serves as the exclusive bargaining agent for the CITY OF WESLACO police officers under TLGC, Chapter 174.

Bargaining Unit - all full time police department employees, except the Chief of Police, and any civilian employees.

Business Days - shall be defined as Monday through Friday during normal business hours of 8:00a.m. to 5:00p.m., excluding holidays.

Calendar Year - a year beginning on January 1 and ending on December 31 of that year.

CBA - a Collective Bargaining Agreement between the CITY and the UNION and, when specified, to this Labor Agreement.

Chapter 143 - the provisions of Chapter 143, Texas Local Government Code (TLGC) in effect at any given time, unless otherwise specified;

Chapter 174 - the provisions of Chapter 174, Texas Local Government Code (TLGC) in effect at any given time, unless otherwise specified.

Civil Service - the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code (TLGC).

Civil Service Commission or CSC - the duly appointed body appointed under the provisions of Chapter 143, Texas Local Government Code (TLGC) for the City of Weslaco.

City - the home rule municipal corporation organized under the laws of the State of Texas known as the CITY OF WESLACO, TEXAS.

City Manager - refers to the Chief Municipal Officer appointed under the City Charter or his or her designee.

City Charter - the CITY OF WESLACO's municipal charter.

Contract Dispute - any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of the Labor Agreement as raised by the contract dispute procedures in this Labor Agreement.

Chief of Police - the City Marshal appointed as the department head for the Police Department, and including their designee.

Department - the department of the CITY OF WESLACO responsible for law enforcement activity for the CITY.

Fiscal Year - a city's fiscal year commencing on October 1 and ending on September 30 of the

subsequent calendar year.

CITY - the home rule municipal corporation organized under the laws of the State of Texas known as the CITY OF WESLACO, TEXAS.

Police Department - the department of the CITY OF WESLACO responsible for law enforcement activity for the CITY.

Police Officer(s) - city employees certified or licensed by the State of Texas to serve as full-time law enforcement officials.

Seniority Pay - the component of pay based on years of service as a police officer for the CITY OF WESLACO.

TCOLE - Texas Commission on Law Enforcement, the regulatory agency governing police officers in the State of Texas.

Working Conditions - The conditions in which an individual or staff works, including but not limited to such things as amenities, physical environment, stress and noise levels, degree of safety and danger, and the like.

-END-

EXHIBIT "A"

Grievance No. _____

CITY OF WESLACO, TEXAS

POLICE DEPARTMENT STANDARD CONTRACT DISPUTE FORM

Contract Dispute Submittal

Employee must use this form, or one substantially like it, for filing grievances with the UNION Grievance Committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
------	---------	----------------	-------

Division	Title/Rank	Station/Shift	Phone
----------	------------	---------------	-------

A. Factual Basis of the Contract Dispute. Include date, time, place. And employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement for if necessary.

Employee Signature _____

_____ Date

UNION Representative _____

_____ Date

EXHIBIT "B"

Grievance No. _____

CITY OF WESLACO, TEXAS

UNION GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

Grievance Committee's Submittal. Refer to Contract Dispute cause number for employee's statement of facts.

Employee must use this form, or one substantially like it, for filing grievances with the UNION Grievance Committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
------	---------	----------------	-------

Division	Title/Rank	Station/Shift	Phone
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UNION Grievance Committee Statement

The UNION Grievance Committee met and reviewed the above-referenced contract dispute and reached the following Conclusions(s) on the Subject Contract Dispute.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____

Reject Contract Dispute _____

Grievance Committee Representative _____

_____ Date

UNION Representative _____

_____ Date

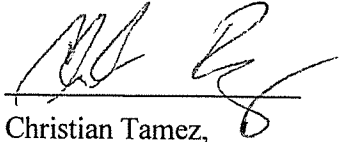
SIGNATURE & EXECUTION PAGE

**THE FOREGOING INSTRUMENT HAS BEEN DULY AND PROPERLY
REVIEWED AND APPROVED BY EACH OF THE SIGNATORIES INDICATED
BELOW:**

WESLACO MUNICIPAL POLICE UNION ("WMPU")

(Approved by Membership Vote taken on May 27, 2025)

By:

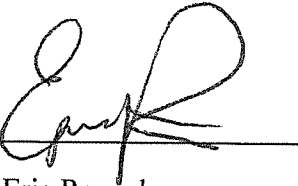


Christian Tamez,
President, WMPU

Dated:

6/4/25

By:



Eric Rangel,
Vice-President, WMPU

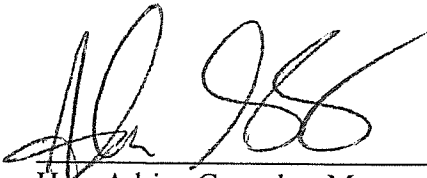
Dated:

6/4/25

THE CITY OF WESLACO, TEXAS

(Approved by Majority Membership Vote taken on _____, 2025)

By:

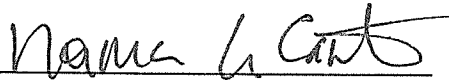


Hon. Adrian Gonzalez, Mayor
City of Weslaco, Texas

Dated:

6/4/25

By:



Norma A. Cantu, City Secretary
City of Weslaco, Texas

Dated:

6/4/25



Standardized Agenda Request Form

Date of Meeting: June 9, 2025	Agenda Item No. (to be assigned by CSO): 2025-595	
From:		
Subject: Discussion and consideration of a Tax Abatement Agreement with Sam's Real Estate Business Trust in the Weslaco Reinvestment Zone No. 3 and Resolution 2025-45 authorizing the Mayor to execute. (Staffed by Asst. 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 Xavier Salinas		Created
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: Tax Abatement Agreement , R2025-45 Tax Abatement Agreement re Re-investment Zone 3		
Responsibilities upon Approval: Execute, retain and notify appropriate parties.		

STATE OF TEXAS
AND
COUNTY OF HIDALGO

§ TAX ABATEMENT AGREEMENT
§ BETWEEN THE CITY OF WESLACO
§ SAM'S CLUB

THIS TAX ABATEMENT AGREEMENT ("Agreement") is entered into as of the date of the last signature set forth on the signature page below ("Effective Date") between the City of Weslaco, a home rule municipal corporation ("City"), duly acting herein by and through the Weslaco City Commission ("Commission") for and on behalf of City and Sam's Real Estate Business Trust, a Delaware statutory trust, validly existing, in good standing and authorized to do business under the laws of the State of Texas ("Sam's"). The City and Sam's may be collectively referenced herein as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, the City Commission of the City of Weslaco, Texas in Ordinance No. 2024-__ established the Weslaco Reinvestment Zone No. 2 ("Zone"), which constitutes a reinvestment zone for commercial/industrial tax phase-in, as authorized by the Texas Property Redevelopment and Tax Abatement Act (Texas Tax Code Chapter 312); and

WHEREAS, Sam's has purchased certain real property(Real Property) within the City of Weslaco and intends to construct certain improvements and to conduct its business activities which, for the purposes of this Agreement, include the distribution and sales/marketing for the sale and distribution of various retail items, and associated business operations, all to be located in the Zone which is located in Weslaco, Texas; (cumulatively, the "Project"); and

WHEREAS, Sam's has made application to the City for a tax abatement on certain eligible personal and real property to be located at the Project site after execution of this Agreement; and

WHEREAS, the City has approved Tax Abatement Guidelines ("Guidelines") which govern tax abatement agreements entered into by City; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base, the Commission has determined to grant the tax abatement and to enter into this Agreement, in accordance with the Guidelines and all other applicable laws; and

WHEREAS, the Commission finds that the proposed investment, as described in this Agreement, is consistent with the expansion of primary employment and the attraction of major investment in the Zone, which contributes to economic development in the City and the enhancement of the tax base, and is in compliance with other applicable laws;

ARTICLE I

DEFINITIONS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties do hereby contract, covenant, and agree as follows:

- 1.01 *"Base Value"* for purposes of the abatement on Personal Property (as defined in Article I, Paragraph 1.08) will mean the assessed value of any Personal Property located on the Real Property (as defined in Article I, Paragraph 1.09) prior to the Effective Date (as defined in Article II, Paragraph 2.04). Such values will be determined by the Hidalgo County Appraisal District ("*Appraisal District*") under applicable Texas law.
- 1.02 *"Business Activities"* for purposes of this Agreement will mean the normal business activities conducted by Sam's which, for the purposes of this Agreement, include the distribution and sales/marketing for the sale and distribution of various retail items and associated business operations including those support service activities (including, but not limited to, finance, procurement, human resources, supply chain management, and customer service) necessary to support the business operations of Sam's.
- 1.03 *"Certificate of Completion"* means the sworn certificate of Sam's submitted to the City by Sam's, affirming that the construction of its improvements is complete.
- 1.04 *"Employment Positions"* for purposes of this Agreement will mean non-temporary, full-time employees of Sam's employed at its facility in City, working at least thirty-two hours per week.
- 1.05 *"Force Majeure"* for purposes of this Agreement means an act of God, natural disaster, acts of public enemies, failures to act by any Governmental Authority, riots, perils of the sea, strikes, picketing, sabotage, unavoidable casualties, adverse weather conditions or weather delays resulting from excessive rain, snow, ice, sleet, frost, cold or hot temperatures, windstorms, tornados, earthquakes, floods, reduction or loss of productivity on critical path activities, explosions, war, invasion, civil commotion, embargo, terrorist attacks, riots, public insurrection, condemnation, labor disputes, material shortages, vandalism, malicious mischief, or any other extraordinary cause beyond the reasonable control of Sam's. It also includes explosion or other casualty or accident which is not the result of negligence, intentional act or misconduct on the part of Sam's. In addition to the relief expressly granted in this Agreement, City will grant relief from performance of this Agreement if Sam's is prevented from compliance and performance by an event of Force Majeure. To obtain release based upon Force Majeure, Sam's must file a written submission detailing the event(s) to the City Manager of the City of Weslaco.
- 1.06 *"Improvements"* for purposes of this Agreement will have the meaning assigned by the

Texas Tax Code §1.04(3) and will include buildings, structures, fixtures, and fences erected on or affixed to the Land.

- 1.07 *"Land"* for purposes of this Agreement means the Real Property on which Sam's will construct its improvements. A description of the Real Property of is attached to this Agreement as Exhibit "A" and incorporated herein for all purposes.
- 1.08 *"Personal Property"* for purposes of this Agreement will have the meaning assigned by the Texas Tax Code §1.04(4) and (5) and will include equipment, furniture, fixtures, inventory, and supplies. The Personal Property subject to abatement of taxes pursuant to this Agreement is only that Personal Property brought onto the Real Property after the Effective Date.
- 1.09 *"Recapture Period"* for purposes of this Agreement means the period beginning on January 1st of the year immediately following the year in which the Tax Abatement Period (as defined in Article I, Paragraph 1.12) ends and continuing for a period of seven (7) years through December 31st of that seventh year.
- 1.10 *"Tax Abatement"* for purposes of this Agreement means the percentage of the increase in the assessed value of the Personal and Real Property, above the Base Value, which will be exempt from ad valorem and real property taxation in accordance with the Texas Tax Code, subject to the terms and conditions herein.
- 1.11 *"Tax Abatement Period"* for purposes of this Agreement means the period beginning on January 1, 2025, and continuing for a period of seven (7) tax years thereafter ending on December 31 of that seventh year.

ARTICLE II

TERMS OF TAX ABATEMENT

- 2.01 Tax Abatement as to Real and Personal Property. Provided Sam's is in compliance with the terms and conditions of this Agreement, a Tax Abatement, as to Sam's Real Property and Personal Property, will be granted to Sam's (not to exceed a total abatement of \$2,000,000.00) during the Tax Abatement Period on the Real Property as follows:

Years 1 through 7 Eighty-one and Two-Tenths Percent (81.2%) of the total taxes assessed each year by the City

In any year under this agreement that Sam's receives a cumulative tax benefit equal to \$2,000,000.00 under this agreement, this abatement shall cease, and the balance of any taxes owed in excess of the cumulative \$2,000,000.00 limit will be paid to the City as taxes for the year for which they were accrued.

In the event that the amount of savings realized by Sam's does not equal \$2,000,000

for the seven years of this Agreement, this Agreement shall expire, and no further benefit will accrue.

The Tax Abatement shall be calculated only on the actual taxes due by the delinquency date, regardless of when they are paid by Sam's.

- 2.02 Sam's must establish separate tax accounts for the Personal Property subject to this Agreement with the Appraisal District and provide those tax account number(s) to the City within ninety (90) days following the Effective Date of this Agreement.
- 2.03 The ad valorem taxes eligible for Tax Abatement under this Agreement will be the ad valorem taxes levied by the City Commission for and on behalf of City on the Improvements and Sam's Personal Property located within Weslaco Reinvestment Zone No. 2 only and will specifically exclude: i) taxes levied on the Land or upon any other property owned by Sam's; and, ii) ad valorem taxes levied by, for and on behalf of any other taxing authority or jurisdiction.
- 2.04 The Agreement will begin on the date of execution by City ("*Effective Date*") and terminate upon expiration of the Recapture Period ("*Term*").
- 2.05 Sam's will lease, own, hold an interest in, or otherwise control the Personal Property subject to this Agreement during the Term.
- 2.06 Sam's agrees that during the Term, it will lease, own, hold an interest in, or otherwise control the Real Property and occupy its facilities (to be constructed on the Real Property after the Effective Date).
- 2.07 Sam's agrees to pay, before the delinquency date, all of its ad valorem and real property taxes due with respect to any other property located in Weslaco that is not subject to Tax Abatement under this Agreement or other similar incentive agreement, subject to its right to protest and/or contest ad valorem taxes as permitted by applicable law.
- 2.08 Sam's understands and agrees that the Base Value of the Personal and Real Property, and the tax levy on the Base Value, will not decrease, but taxes may increase and that the amount of ad valorem taxes paid by Sam's attributable to the Personal and Real Property will not be less than the amount of taxes paid for the tax year this Agreement is executed; however, Sam's agrees that it will not protest and/or contest appraisals over and above the Base Value during the Term of this Agreement.
- 2.09 Sam's agrees to furnish the Appraisal District with such information pertaining to the Personal and Real Property as is necessary for abatement and appraisal purposes, as well as any relevant accounting or tax records pertaining to the Personal and Real Property deemed necessary by the Appraisal District for such purposes. All values (including Base Value) relevant to this Agreement and the

yearly amount of the Tax Abatement to be provided hereunder will be determined by the Appraisal District under applicable Texas law and the Appraisal District's final determination of amounts for purposes of this Agreement will be conclusive.

- 2.10 Sam's must maintain the Real Property and any Improvements to be located on the Real Property in good repair and condition during the Term, normal wear and tear excepted.
- 2.11 Sam's also agrees that it will conduct its Business Activities in accordance with all applicable federal, state and local laws, statutes and regulations.

ARTICLE III

CAPITAL INVESTMENT COMMITMENTS

- 3.01 This Agreement and the Tax Abatement granted hereunder is conditioned on Sam's complying with the capital investment commitments described in this Article III.
- 3.02 Sam's agrees that its investment in the Real Property, including but not limited to, building costs, off-site costs, interior finish out costs, fixturing, utilities costs, and paving costs, the Personal Property, and the Improvements, will be in an amount not less than FORTY-SIX MILLION TWO HUNDRED FIFTY TWO THOUSAND TWO HUNDRED THIRTY THREE HUNDRED AND NO/100 DOLLARS (\$46,252,233.00). The capital investments related to the Real Property and Personal Property contemplated by this Paragraph 3.02 must be completed on or before December 31, 2026, subject to Force Majeure. Within thirty (30) days following substantial completion of Sam's proposed improvements to Real Property and Personal Property at the Project site, Sam's must submit to the City a fully complete and endorsed original Certificate of Completion.
- 3.03 Sam's agrees that all property subject to this Agreement will be located entirely within Weslaco Reinvestment Zone Number Two (2) and solely within the Zone.
- 3.04 Sam's agrees that all construction at the Real Property site will comply with:
 - (a) applicable building codes and ordinances, including but not limited to flood, subdivision, building, electrical, plumbing, fire, and life safety codes and ordinances, as amended; and
 - (b) applicable city, county, state, and federal laws, rules, regulations, statutes, ordinances, orders, and codes, as amended.
- 3.05 Sam's understands and agrees that the Tax Abatement granted pursuant to this Agreement applies only to Sam's Personal Property and Real Property or any Improvements located on the Real Property or Improvements hereafter constructed.

- 3.06 Sam's agrees to furnish City with a report in a form satisfactory to City certifying its compliance with the capital investment commitments contemplated by this Agreement. The report must include information on the extent and amount of investment in the Real Property and Personal Property. Sam's agrees to submit the report by September 30th after submittal of the Certificate of Completion. The report must be prepared and administered in accordance with generally accepted accounting principles. All information provided by Sam's shall be subject to applicable state or federal law or regulation, including the Texas Public Information Act, Texas Government Code § 552.001, et seq. (the "Act"). Any information Sam's deems confidential and proprietary must be clearly marked confidential and proprietary as appropriate, and if appropriately marked, the City will take reasonable steps to protect that information from further disclosure pursuant to applicable law or regulation. Notwithstanding anything to the contrary in this Agreement, the Parties understand and agree that the City is a political subdivision of the State of Texas and the Act shall control over the release or disclosure of all tangible information under this Agreement and the City shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General regarding any such disclosure or release.

ARTICLE IV **EMPLOYMENT COMMITMENTS**

- 4.01 This Agreement (and the Tax Abatement granted hereunder) is conditioned upon Sam's creating and maintaining the agreed number of Employment Positions within Weslaco Reinvestment Zone Number Two (2) and complying with the additional employment commitments described in this Article IV during the Term.
- 4.02 Sam's represents that as of the Effective Date, it has no employees in permanent Employment Positions in Weslaco Reinvestment Zone Number Two (2) (the "*Employment Baseline*").
- 4.03 As further consideration supporting this Agreement, Sam's covenants and agrees that it will create and fill not less than one hundred (100) new Employment Positions in Weslaco Reinvestment Zone Number Two (2) over and above the Employment Baseline (the "*Employment Commitment*").

Sam's further covenants and agrees that once its Employment Commitment is achieved, it will maintain not less than the cumulative total number of Employment Positions, above the Employment Baseline, in the Zone through the Term.

ARTICLE V
GOODWILL BENEFITS

- 5.01 Sam's, as a tax abatement recipient, will make a good faith effort to provide goodwill benefits to the City community. These goodwill benefits may include completed, current or planned benefits which can be in-kind donations, monetary donations or service donations to local non-profits, community organizations or national organizations directly assisting citizens of the City as follows:
- a) Sam's will offer at least one (1) internship position for a South Texas College student, provided that it shall not be a violation of this provision if the position remains unfilled after offer of such position; and
 - b) Sam's will offer at least one (1) internship position for a Weslaco Independent School District or Idea Academy student, provided that it shall not be a violation of this provision if the position remains unfilled after offer of such position; and
 - c) Sam's will a membership at the "Build" level in the Weslaco Area Chamber of Commerce during the Tax Abatement Period; and
 - d) Sam's will contribute a total of \$20,000.00 in money or goods to one or more nonprofit organizations in the City of Weslaco during the Tax Abatement Period.

ARTICLE VI
REPRESENTATIONS OF SAM'S

- 6.01 The execution and performance of this Agreement by Sam's has been duly authorized by its governing authority and does not require the consent or approval of any other person which has not been obtained. Additionally, the individual executing this Agreement on behalf of Sam's represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Sam's and to bind Sam's to all terms, performances and provisions herein contained. In the event that a dispute arises as to the legal authority of either Sam's, or the person signing on behalf of Sam's, to enter into this Agreement, City will have the right, at its option, to either temporarily suspend or permanently terminate this Agreement.
- 6.02 Sam's represents that the Project described in this Agreement is not financed by tax increment bonds or any other bonds for which the City is liable. This Agreement is entered into subject to the rights of the holders of outstanding bonds of City.
- 6.03 Sam's represents that no interest in any of the property subject to Tax Abatement

under this Agreement is presently held by or leased to, and that it will not, during the Term, sell or lease an interest in such property to, a member of the City Commission, the City of Weslaco Zoning and Planning Commissioners, or any other officer or employee of City, or any member of the governing body of any taxing unit joining in or adopting this Agreement.

- 6.04 Sam's represents that all its activities related to this Agreement will be conducted in accordance with applicable federal, state and local laws.
- 6.05 Sam's represents that the information provided, and the representations made in this Agreement are true and correct.
- 6.06 Sam's represents that all oral representations made to the City Commission are true and correct in all material respects and agrees to comply with such representations and perform the same as though those representations were expressly described herein.

ARTICLE VII

DEFAULT, TERMINATION, AND RECAPTURE

- 7.01 During the Term, the occurrence of any one or more of the following will be deemed an *"Event of Termination"*:
 - (a) Sam's fails to meet any commitment set out in this Agreement or of an amendment to this Agreement, except if such failure is the result of an event of Force Majeure occurring through no fault of Sam's.
 - (b) Sam's fails to meet or maintain its Employment Commitment numbers as set out in this Agreement, except if such failure is the result of an event of Force Majeure.
 - (c) Sam's fails to comply with any term or condition of this Agreement, or if any representation or warranty made by Sam's to City in this Agreement is false or misleading.
 - (d) Sam's makes a general assignment for the benefit of creditors.
 - (e) Sam's files a petition under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state thereof and it is not dismissed, withdrawn or otherwise concluded without adjudication within sixty (60) days after being filed.
 - (f) Sam's admits in writing its inability to pay its debts when due.

- (g) Sam's submits falsified information or documentation or fails to timely submit any information or documentation required or requested by the City pursuant to the terms of this Agreement).
- (k) In the event Sam's attempts to assign this Agreement in violation of the assignment provisions set out in this Agreement.
- (l) Sam's violates any portion of this Agreement.
- (m) any subsequent federal or state legislation or any decision by a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

7.02 Upon the occurrence of an Event of Termination, the City will send written notice describing the Event(s) of Termination prior to terminating this Agreement ("*Default Notice*"). If City provides Sam's with a Default Notice and the Event(s) of Termination as identified in the Default Notice is not cured within sixty (60) days from the date the Default Notice is sent ("*Cure Period*"), then this Agreement will automatically terminate effective as of the date of the expiration of the Cure Period ("*Termination Date*"). City may, in its sole discretion, extend the Cure Period if Sam's commences the cure within the Cure Period and is diligently pursuing such cure.

- 7.03 If this Agreement terminates as the result of an uncured Event(s) of Termination which occurs during the Tax Abatement Period, Sam's agrees that taxes on the Personal and Real Property will become due and owing for the calendar year in which the Default Notice leading to termination of this Agreement is sent and will accrue without abatement for all years thereafter.
- 7.04 Sam's agrees that any amounts which become due and owing under this Article VII must be paid to City within sixty (60) days after the Termination Date. It is not a waiver of default if City fails to declare immediately a default, or delays in taking any action with respect to a default, or fails to take any action with respect to a default. Additionally, the remedies contained herein are non-exclusive, and the City will have any and all remedies it may be entitled to in law or in equity. The exercise of any remedy by City will not be deemed as a waiver of any other remedy to which City may be entitled.
- 7.05 In the event any property subject to this Agreement is taken by any public or quasi-public authority under the powers of eminent domain, condemnation, or expropriation, then the Tax Abatement as to that portion of the property affected will terminate and there will be no recapture of taxes or other penalty 7.06. The remedies contained in this Agreement are non-exclusive and City will have any and all remedies it may be

entitled to either in law or in equity. The exercise of any remedy by City will not be deemed as a waiver of any other remedy to which City may be entitled.

ARTICLE VIII

ASSIGNMENT

- 8.01 Except as provided below, no legal or business entity other than Sam's will be entitled to receive the benefit of the Tax Abatement provided herein, without the prior written consent of City acting by and through the City Commission, such consent not to be unreasonably withheld. In addition, except as provided below, this Agreement cannot be assigned by Sam's to any other legal entity without the prior written consent of City, such consent not to be unreasonably withheld. Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement without prior approval of City, acting by and through the City Commission, will be void and this Agreement will terminate triggering the Recapture provisions of Article VII and Sam's will have no ability to cure. Notwithstanding anything to the contrary in this Agreement, no consent by City is required for an assignment or transfer to a parent of Sam's, a subsidiary of Sam's, a parent, subsidiary, or affiliate entity of Sam's, or to any new entity created because of a merger, acquisition or other corporate restructure of Sam's. However, Sam's shall give City prior written notice of all assignments or other transfers that do not require City consent.
- 8.02 In the event of an assignment by Sam's to which City has consented in writing, or in the event of an assignment by Sam's for which no City consent is required under this Agreement, the assignee, or the assignee's legal representative, must then enter into a written agreement with the City agreeing to assume, perform, and be bound by all of the covenants, obligations, and agreements contained within this Agreement. City agrees that such an assignment will in no way relieve it from any obligation created under this Agreement attributable to the period prior to the assignment.

ARTICLE IX

NOTICES

- 9.01 All notices provided to be given under this Agreement must be in writing, and either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper Party at the address which appears below, or at such other address as the Parties may hereafter designate. All notices given by mail will be deemed to have been given at the time of deposit in the United States mail and will be effective from such date.

If to City: Mayor
Weslaco City Commission
255 South Kansas
Weslaco, Texas 78596

With a copy to: Executive Director
Weslaco Economic
Development Corporation
255 South Kansas
Weslaco, Texas 78596

and Weslaco City Manager
255 South Kansas
Weslaco, Texas 78596

If to Sam's Club:

*Sam's Real Estate Business Trust
Attn: Real Estate Manager
(Ref: Weslaco, TX, Sam's Club 4811)
2102 SE Simple Savings Dr.
Bentonville, AR 72712*

*With Copy to:
Sam's Club Real Estate Business Trust
Attn: Legal Department
(Ref: Weslaco, TX, Sam's Club 4811)
2608 SE J Street
Bentonville, AR 72716*

ARTICLE X

SEVERABILITY

- 10.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement will stand, will be enforceable, and will be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there will be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE XI
APPLICABLE LAW

- 11.01 This Agreement will be governed by and construed in accordance with the laws of the United States and more specifically, the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any foreign jurisdiction or the laws of any other state. Venue for any action brought hereunder (including any action brought in federal court) will be exclusively in Hidalgo County, Texas.

ARTICLE XII
INCORPORATION OF OTHER DOCUMENTS

- 12.01 The following exhibits are attached hereto and incorporated herein for all purposes: Exhibit "A" Description of the Real Property.

ARTICLE XIII
AMENDMENT OF DOCUMENTS

- 13.01 No amendment, modification, or alteration of the terms hereof will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

ARTICLE XIV
MULTIPLE COUNTERPARTS

- 14.01 This Agreement may be executed by the Parties in several counterparts, and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate counterparts will constitute but one and the same instrument.

ARTICLE XV
PRIOR AGREEMENTS SUPERSEDED

- 15.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties respecting the subject matter within.

ARTICLE XVI
CERTIFICATION

- 16.01 Sam's, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project site during the Term of this Agreement. If Sam's is convicted of a violation under 8 U.S.C. Section 1324a (f), then this Agreement will terminate without necessity of the Cure Period, and Sam's must pay to City all the ad valorem

and real property taxes previously abated by this Agreement. The City will provide written notice to Sam's of such a breach ("*Violation Notice*") and within one hundred twenty (120) days after the Violation Notice is sent, Sam's must repay to City all of the ad valorem and real property taxes previously abated by this Agreement with interest to be calculated in accordance with the money judgment rate set forth in Section 304.003 of the Texas Finance Code, as may be amended from time to time, from the date of the Violation Notice until paid. The City, in its sole discretion, may extend the period for repayment set forth herein. In addition, Sam's agrees to pay all costs and expenses, including attorney's fees, incurred by the City in enforcing this provision. Notwithstanding any other provision of this Agreement, for purposes of this Article XVI, the default and termination provisions contained herein will control.

- 16.02 In the event of termination pursuant to the above Paragraph 16.01, Sam's agrees that ad valorem and real property taxes will be due for the calendar year during which the written notice leading to such termination is sent (if termination occurs during the Tax Abatement Period) and will accrue without abatement for all years thereafter.

ARTICLE XVII

COUNTERPARTS; DELIVERY BY FACSIMILE OR ELECTRONIC MAIL

- 17.01 This Agreement may be executed in counterparts. Each of the counterparts will be deemed an original instrument, but all of the counterparts will constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail will be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart will not affect the validity, enforceability, and binding effect of this Agreement.

(remainder of page intentionally left blank)

CITY COMMISSION'S AUTHORIZATION

This Agreement was approved by Resolution _____ of the City Commission dated, _____ 2025 authorizing the Mayor to execute this Agreement on behalf of City. The Tax Abatement contemplated by this Agreement is expressly subject to Sam's fulfillment of all of the terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement is executed in triplicate originals effective this _____ day of _____, 2025.

CITY OF WESLACO

SAM'S CLUB

By: _____

By: _____

Name: Adrian Gonzalez

Name: _____

Title: MAYOR

Title: _____

EXHIBIT A

21.667 ACRES SITUATED IN THE JUAN JOSE YNOJOSA DE BALLI SURVEY, ABSTRACT NO. 54, IN HIDALGO COUNTY, TEXAS, BEING THAT CERTAIN 21.667 ACRE TRACT (CALLED "TRACT I") OF LAND CONVEYED TO 1015 RAINBOW, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2013-2397371 OF THE OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS; SAID 21.667 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET IN THE NORTH RIGHT-OF-WAY LINE OF US 83 (R.O.W. VARIES), BEING THE SOUTHWEST CORNER OF SAID 21.67 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN 19.54 ACRE TRACT OF LAND CONVEYED TO ANGELO GORDAN & CO., LP, BY DEED OF RECORD IN DOCUMENT NO. 2018-2960033 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, N01°14'24"W, LEAVING SAID NORTH RIGHT-OF-WAY LINE OF US 83, BEING THE EAST LINE OF SAID 19.54 ACRE TRACT, ALSO BEING THE WEST LINE OF SAID 21.67 ACRE TRACT, A DISTANCE OF 1255.63 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET AT THE NORTHEAST CORNER OF SAID 19.54 ACRE TRACT, BEING THE NORTHWEST CORNER OF SAID 21.67 ACRE TRACT, ALSO BEING IN THE SOUTH LINE OF THAT CERTAIN 40.00 ACRE TRACT (CALLED "TRACT II") OF LAND CONVEYED TO 1015 RAINBOW, LTD., BY DEED OF RECORD IN SAID DOCUMENT NO. 2013-2397371, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, N88°45'36"E, ALONG THE SOUTH LINE OF SAID 40.00 ACRE TRACT, BEING THE NORTH LINE OF SAID 21.67 ACRE TRACT, AT 889.76 PASSING A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET IN THE WEST RIGHT-OF-WAY LINE OF FM 1015 (R.O.W. VARIES), FROM WHICH A 1/2-INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID FM 1015, BEING THE SOUTHWEST CORNER OF THAT CERTAIN 5.88 ACRE TRACT CONVEYED TO TRIPLE J LEASING, LLC, BY DEED OF RECORD IN DOCUMENT NO. 1995-492348, OF SAID OFFICIAL PUBLIC RECORDS, BEARS N09°03'52"E, A DISTANCE OF 447.32 FEET, AND CONTINUING OVER AND ACROSS SAID FM 1015 RIGHT-OF-WAY FOR A TOTAL DISTANCE OF 929.76 FEET TO A CALCULATED POINT, FOR THE NORTHEASTERLY CORNER OF SAID 21.67 ACRE TRACT AND HEREOF;

THENCE, S01°14'24"E, ALONG THE CENTERLINE OF SAID 1015 RIGHT-OF-WAY, BEING THE EAST LINE OF SAID 21.67 ACRE TRACT, A DISTANCE OF 1000.55 FEET TO A CALCULATED POINT, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, S88°45'36"W, OVER AND ACROSS SAID FM 1015 RIGHT-OF-WAY, ALONG THE SOUTH LINE OF SAID 21.67 ACRE TRACT, AT 40.00 FEET PASSING A

1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF FM 1015 AND THE NORTH RIGHT-OF-WAY LINE OF BARBEE DRIVE (50' R.O.W.), AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF BARBEE DRIVE, BEING THE SOUTH LINE OF SAID 21.67 ACRE TRACT, FOR A TOTAL DISTANCE OF 879.76 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET, AT THE NORTHWEST TERMINUS OF SAID BARBEE DRIVE, FOR AN ANGLE POINT IN THE SOUTH LINE OF SAID 21.67 ACRE TRACT AND HEREOF;

THENCE, S01°14'24"E, CONTINUING ALONG THE SOUTH LINE OF SAID 21.67 ACRE TRACT, BEING IN PART ALONG SAID WEST RIGHT-OF-WAY LINE OF BARBEE DRIVE AND IN PART ALONG THE WEST LINE OF LOT 1, MILE 3 SUBDIVISION UNIT NO. 1, OF RECORD IN VOLUME 24, PAGE 112-A, OF SAID OFFICIAL PUBLIC RECORDS, A DISTANCE OF 286.72 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET IN SAID NORTH RIGHT-OF-WAY LINE OF US 83, BEING THE SOUTHWEST CORNER OF SAID LOT 1, FOR THE MOST SOUTHERLY CORNER OF SAID 21.67 ACRE TRACT AND HEREOF;

THENCE, N58°54'42"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF US 83, BEING THE SOUTH LINE OF SAID 21.67 ACRE TRACT, A DISTANCE OF 59.17 FEET TO THE POINT OF BEGINNING, CONTAINING 21.667 ACRES (943,816 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF WESLACO AND SAM'S REAL ESTATE BUSINESS TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Weslaco, Texas, pursuant to Ordinance No. 2024-79, established the Weslaco Reinvestment Zone No. 3 ("Zone") as authorized by Chapter 312 of the Texas Tax Code; and

WHEREAS, Sam's Real Estate Business Trust ("Sam's") has proposed a significant investment within the Zone which will create jobs, enhance the local economy, and increase the City's tax base; and

WHEREAS, the City desires to enter into a Tax Abatement Agreement (the "Agreement") with Sam's to grant tax abatements on eligible real and personal property improvements within the Zone, pursuant to the terms and conditions set forth in the attached Agreement; and

WHEREAS, the City Commission finds that executing the Agreement is consistent with the economic development objectives of the City, complies with the City's Tax Abatement Guidelines, and is in the best interest of the City and its residents.

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

SECTION 1: The City Commission hereby authorizes the Mayor to execute the Tax Abatement Agreement with Sam's Real Estate Business Trust substantially in the form attached hereto.

SECTION 2: This Resolution shall take effect immediately upon its passage and approval.

PASSED, APPROVED, and ADOPTED this 9th day of June 2025.

CITY OF WESLACO, TEXAS

Adrian Gonzalez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Benjamin Castillo, Interim City Attorney