



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 2, 2026**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, June 2, 2026 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.
 - 1) Proclamation — Knapp Medical Center

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.

III. REPORTS

- A. Weslaco Chamber of Commerce Visitor and Event Center.
- B. Weslaco Economic Development Corporation.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or

the City Manager and will be considered separately.

- A. Approval to accept Lexipol Performance Reporting and Training Tracking software at no cost to the city from June through August 2026, with a balance of \$15,589.17 due after October 1, 2026, covered by FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) and State Asset Forfeiture Funds. (Staffed by Police Department.)
- B. Approval on the request from First Baptist Church for street closure from 7:30 am to 12:30 pm from 6th Street to 7th Street beginning June 8th through June 11, 2026 for vacation bible school. (Staffed by City Manager.)

V. APPOINTMENTS

- A. Discussion and consideration of Resolution 2026-45 appointing a member to the Planning and Zoning Commission. (Staffed by City Secretary Department.)
- B. Discussion and consideration of Resolution 2026-46 appointing a member to the Mayor Joe V. Sanchez Public Library Board. (Staffed by City Secretary Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration approving the Economic Development Corporation of Weslaco to enter into one or more contracts for the development of a 3-to-5-year Economic Development Strategic Plan and a Downtown Master Plan, which will involve the expenditure of funds in excess of \$100,000. (Staffed by City Manager.)
- B. Discussion and consideration to award RFP No. 2025-26-35 for Acquisition Funding for a Pumper Fire Truck. (Staffed by Finance Department.) Attachment.
- C. Discussion and consideration to approve the quote from Cummins Sales and Service for repairs to the generator at the Water Treatment Plant by a manufacturer-certified technician in the amount of \$61,762.08. (Staffed by Utilities Department.) Attachment.
- D. Discussion and consideration to approve Change Order No.2 for Lift Station #10 for the relocation of an electrical junction box in the amount of \$16,750. (Staffed by Engineering Department.) Attachment.
- E. Discussion and consideration on the Professional Service Agreement with Trinity MEP Engineering for design services for Harlon Block Baseball Park Concession Lighting Project in the amount of \$48,000. (Staffed by Engineering Department.) Attachment.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

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

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

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I certify that the agenda **Notice of a Regular Meeting of the Weslaco City Commission** is true and correct; and that I posted the agenda on the bulletin board, a place convenient and readily accessible to the public on the 27th day of May 2026 on or before 8:00 pm in accordance with the Texas Open Meetings Act (Tex. Gov't Code 551-041 – 551.050) and Section 418.016 Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

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

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL

SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

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

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



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-693	
From:			
Subject: Weslaco Chamber of Commerce Visitor and Event Center.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-694	
From:			
Subject: Weslaco Economic Development Corporation.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-679	
From: ROBERT LOPEZ			
Subject: Approval to accept Lexipol Performance Reporting and Training Tracking software at no cost to the city from June through August 2026, with a balance of \$15,589.17 due after October 1, 2026, covered by FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) and State Asset Forfeiture Funds. (Staffed by Police Department.)			
Background: This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: Law enforcement programs.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA		Created/Initiated	
ROBERT LOPEZ		Approved	
Xavier Salinas		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Signature required for Quote Q193518 for Weslaco Police Department, Approved Certificate and Grant Program (JAG)			
Responsibilities upon Approval:			



MASTER SERVICE AGREEMENT

Created Date: 02/27/2026

Initial Term Start Date: 06/01/2026

Initial Term End Date: 09/30/2027

Account Executive Information

Jean Farmer
Senior Account Executive
jfarmer@lexipol.com
(469) 257-0605

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Armando Espinoza
Captain / Training
aespinoza@weslacotx.gov
(956) 968-8591

Weslaco Police Department
Sourcewell #:
901 N Airport Dr.
Weslaco, Texas 78596

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 102325-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Weslaco Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

002 Implementation Project						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Performance Reporting Tier 1 Implementation Service	\$2,000.00	50%	\$1,000.00	\$0.00	\$1,000.00
1	Law Enforcement Training Tracking and PoliceOne Academy Integration	\$0.00	0%	\$0.00	\$0.00	\$0.00
88	Training Tracking Implementation 2026	\$1,575.00	50%	\$787.50	\$0.00	\$787.50
Discount:				\$1,787.50	Subtotal:	\$1,787.50

003 Group3 (2026-10-01 to 2027-09-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
88	Lexipol Performance Reporting	\$13,300.00	30%	\$3,990.00	\$0.00	\$9,310.00
88	Lexipol Training Tracking	\$6,416.67	30%	\$1,925.00	\$0.00	\$4,491.67
Discount:				\$5,915.00	Subtotal:	\$13,801.67

Discount:	\$14,274.72
Subtotal:	\$15,589.17
Tax:	
Total Due:	\$15,589.17

Notes

16 months for the price of 12. Start date of 06/01/2026. June, July, August and September at no cost. Will be invoiced 10/01/2026

Exhibit B

Description of Services

Lexipol Performance Reporting

Lexipol's performance reporting solution is designed for public safety agencies to streamline operations, ensure compliance with reporting requirements and enhance community engagement. It includes six integrated applications: Use of Force, Internal Affairs, Vehicle Pursuits, Encounters, Community Engagement, and Vehicle Damage. All applications feed data into the Command Center, providing intelligence capabilities and an advanced early intervention system using a customizable risk score rather than frequency of events.

Use of Force

Monitor and document use of force incidents to ensure compliance with reporting requirements.

- Monitor your agency's use of force trends
- Comply with use of force reporting requirements
- Attach body camera footage, reports and pictures related to an incident
- Integrate the system with existing applications like CAD
- Monitor multiple relevant data points to identify liability issues

Internal Affairs

Track and automate all internal affairs cases.

- Automate your reports using the custom-built document library
- Monitor multiple data points to identify liability issues
- Create customizable statistical reports
- Access detailed audit capabilities for accountability and transparency

Vehicle Pursuits

Track data related to high-liability pursuits.

- Capture detailed data for pursuit incidents
- Perform statistical analyses to help determine whether pursuits were within your agency policy
- Track suspect charges and violations, reason for pursuit, how it was terminated, outcomes and weather/traffic patterns

Encounters

Track data to ensure compliance with legal requirements related to encounters with community members.

- Document and analyze encounters with community members to support your agency's commitment to bias-free policing
- Produce documentation to comply with anti-bias and profiling laws
- Document the demographics of your jurisdiction to help interpret collected data correctly

Community Engagement

Automate and track perceived employee conduct based on community member complaints and compliments.

- Automated the tracking and management of community member complaints and compliments
- Use workflows to route complaints based on seriousness
- Support outreach in multiple languages

Vehicle Damage

Document incidents involving department owned/issued vehicles.

- Document damage to vehicles in your fleet
- Track employee vehicular incidents and identify causes of crashes

Command Center

Custom-built command staff dashboard and behavior-based early intervention system.

- Interactive and custom-built dashboards from data aggregated across all six applications
- Advanced analytics tools for visualizing high liability statistics
- Behavior-based early intervention system to identify and address potential issues
- Access to public-facing dashboards to share data with the public

Training Tracking

Lexipol's Training Tracking solution, formerly known as METR, is a web-based application designed to assist law enforcement agencies in the tracking of employee training across in-person and virtual training events.

Features include:

- Employee training tracking

- Firearms training tracking
- Inventory tracking and management
- Training plan creation

Lexipol Performance Reporting Tier 1 Implementation Service

Lexipol's Performance Reporting Tier 1 Implementation Service provides your agency with the foundational introduction to the platform and all its applications. The service includes essential setup and configuration for each of the applications within the Performance Reporting solution, limited to 30 hours or 90 days, whichever is completed first. The 90-day timeline begins on the date of the initial kickoff meeting. The Tier 1 service includes:

- Configuration changes against the standard forms in each module
- Configuration changes on the Command Center dashboards
- Training on the application
- Additional activities as required such as onboarding assistance, user setup, and testing

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to any contractual terms contained within Exhibit A to this Agreement. Custom Agreement Terms override and supersede the Terms contained in this Exhibit C.

1.5 "Initial Term" means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.10 "Sponsor Organization" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Renewals; Termination. This Agreement becomes enforceable upon signature by Agency's authorized representative(s), and effective as of the Initial Term Start Date. Unless Agency provides written notice of non-renewal to Lexipol as set forth below or as modified in Exhibit A, following the Initial Term, this Agreement will automatically renew in successive one-year periods (each, a "Renewal Term"). The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

2.1 Non-Renewal. To avoid renewal of this Agreement or a specific Service, Agency must issue written notice to Lexipol at least sixty (60) days before the end of the then-current Term by emailing customersupport@lexipol.com. If a non-renewal notice is not timely received as required herein, Agency will be obligated to pay all Service fees for the applicable Renewal Term in accordance with this Agreement, regardless of whether Agency later provides notice of non-renewal or notice of termination.

2.2 Renewal Service Updates. At renewal, Agency may add and/or remove one or more Services (a "Service Update") Any Service Update will be documented in an updated Exhibit A (Selected Services and Associated Fees) or other written confirmation issued by Lexipol and accepted by Agency, and the fees for the applicable Renewal Term will be adjusted accordingly. If Agency does not timely provide notice of a Service Update, the Services and fees in effect for the then-current Term will carry forward into the next Renewal Term. For clarity, a Service Update is not a termination of this Agreement.

2.3 Termination. Either Party may terminate this Agreement if (a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days after receiving written notice, or (b) the other party makes an assignment for the benefit of creditors or becomes the subject of any bankruptcy, insolvency, or reorganization proceeding. For the avoidance of doubt, non-payment of fees owed under this Agreement constitutes a material breach hereof.

2.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Lexipol may allow for limited ongoing access to the Services or suspend Agency's access if payments for Service fees remain outstanding. Termination or expiration of this Agreement shall not relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations. For clarity, fees for any Renewal Term that begins due to Agency's failure to deliver timely notice of non-renewal are deemed fully earned and payable for that Renewal Term, subject only to any express refund or proration rights stated in this Agreement.

3. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

4.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

4.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

4.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services and Lexipol's offerings, retaining records in the regular course of business, and complying with applicable legal obligations. Without limiting the foregoing, Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain an information security program reasonably designed to protect Agency Data and consistent with prevailing industry standards for similarly situated service providers. Lexipol will notify Agency without undue delay, and in any event within three (3) days, after Lexipol confirms any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing,

shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

4.6 Restrictions on Use of Third-Party Platforms (including AI). Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including any Agency policy manuals, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For clarity, this Section does not prohibit Agency from using generally available document storage, email, or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

5. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES IN EXHIBIT B DURING THE TERM. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

7. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all third-party claims, demands, suits, or proceedings and associated losses, liabilities, damages, judgments, settlements, penalties, fines, and reasonable attorneys' fees arising directly and solely out of Lexipol's acts or omissions in providing the Services. Agency must (a) promptly notify Lexipol in writing of any indemnified claim, (b) allow Lexipol to control the defense and settlement of the claim, and (c) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing obligation on Agency without Agency's prior written consent (not to be unreasonably withheld or delayed).

8. Limitation of Liability. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made

by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



Lexipol Solutions Proposal for Weslaco Police Department

Prepared for:

Lexipol LLC

Prepared by:

Jean Farmer

jfarmer@lexipol.com

(469) 257-0605

Lexipol LLC

2611 Internet Blvd., Ste. 120

Frisco, Texas 75034

www.lexipol.com

City of Weslaco

"The City on the Grow"



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

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

I, Norma A. Cantu Secretary of the City of Weslaco, Texas, hereby certify that the Weslaco City Commission at their Regular Meeting of April 15, 2026, approved item(s) as follows under **V. CONSENT AGENDA:**

- B. Approved to apply for the FY 2025 Edward Byrne Justice Assistance Grant (JAG) Program – Local Formula for the amount of \$13,358 with no match required to purchase police software and/or hardware.

DATED 23rd day of April 2026.

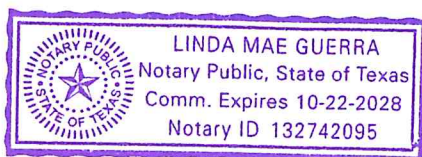
CITY OF WESLACO

Norma A. Cantu, City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 23rd day of April 2026 and that the above facts are true and correct to the best of her knowledge.

Linda M. Guerra, Notary Public
My Commission Expires: 10/22/2028



STATE OF TEXAS

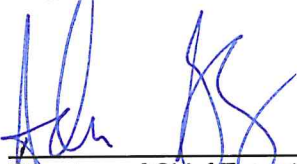
**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.



Signature of Chief Executive of the Applicant Unit of
Local Government

Adrian Gonzalez

Printed Name of Chief Executive

City of Weslaco

Name of Applicant Unit of Local Government

04/22/2026

Date of Certification

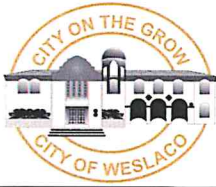
Mayor

Title of Chief Executive



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-692	
From:			
Subject: Approval on the request from First Baptist Church for street closure from 7:30 am to 12:30 pm from 6th Street to 7th Street beginning June 8th through June 11, 2026 for vacation bible school. (Staffed by City Manager.)			
Background: This is their annual event for bible school offered to the community.			
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 Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: First Baptist Church Vacation Bible School Event			
Responsibilities upon Approval:			



Special Event Request

City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · msantos@weslacotx.gov

Name of Applicant (Person or Entity): First Baptist Church Weslaco		Name of Event: Vacation Bible School	
Contact Person: Elizabeth Ramirez		Telephone Number: (956)968.9585	
Address: 600 S. Kansas Ave.		E-Mail Address: eramirez@fbcweslaco.org	
City: Weslaco	State: Texas	Zip Code: 78596	
Event Purpose (fundraiser, school activity, etc.): Community Outreach		Expected Attendance: 250	
Start Time: 8:00am	End Time: 12 noon	Event Date(s): Monday, 06.08 - Thursday, 06.11. 2026	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☐ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☒ Street Closure Fee of \$50.00	
☒ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*		☐ Police Escort of \$60.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loudspeakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
<i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i>		Timestamp of Receipt:	
Applicant's Signature: 		Payment type: ☐ Cash ☐ Credit Card Payment is due at least two (2) business days prior to the event. Please make payment at the Weslaco City Hall. Online payment services are not available.	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement/City Engineer
			Parks Director
			Traffic Safety Officer/City Manager



CITY OF WESLACO

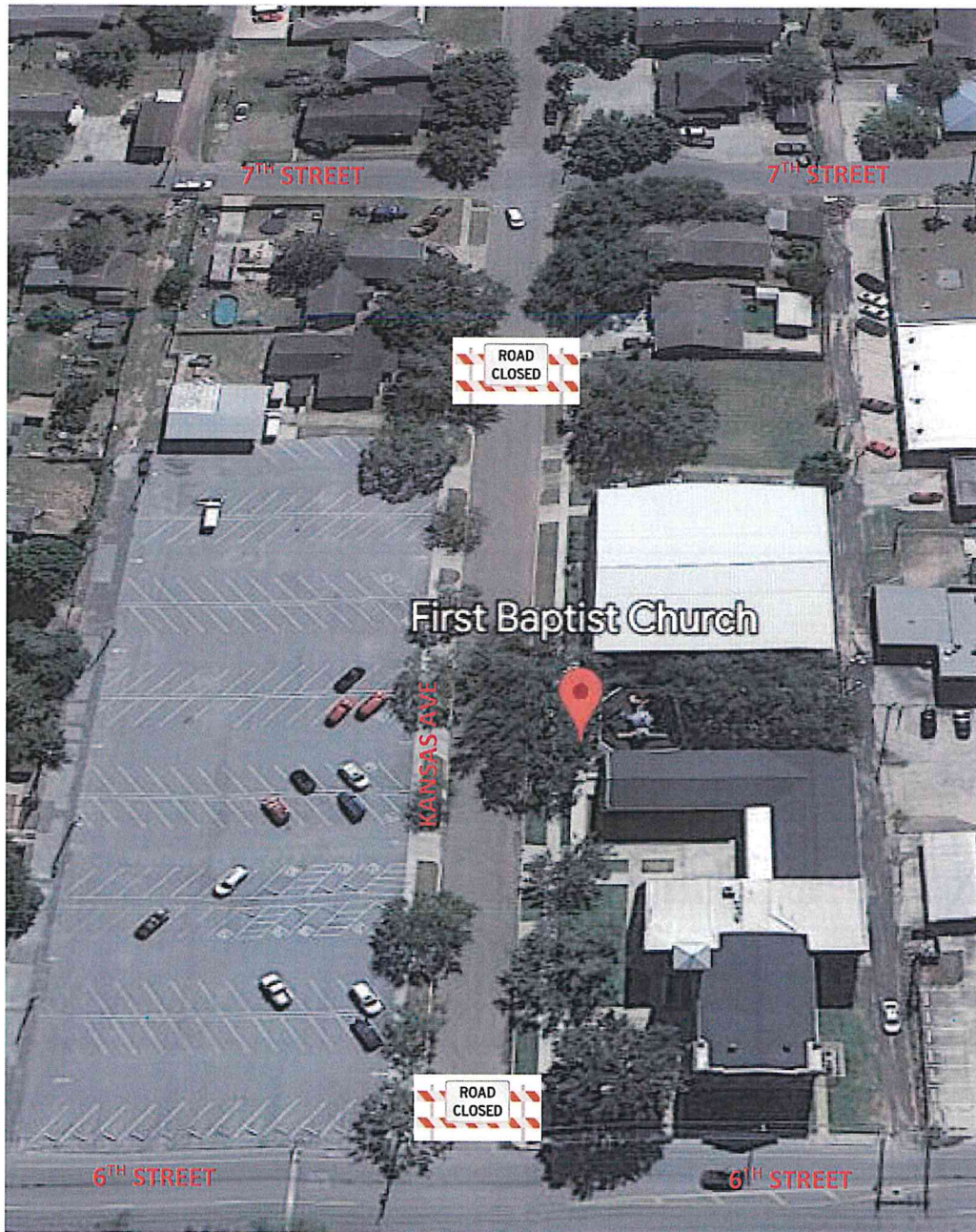
Special Event Request

INVOICE	
Date	Invoice #
5/20/2026	2026-17

First Baptist Church
Elizabeth Ramirez
600 S. Kansas Avenue
Weslaco, TX 78596

BALANCE DUE
Upon Receipt
\$200.00

Item Description	Qty.	Hours	Price Per	Total
Vacation Bible School Street Closure Mon. June 8 - Thur. June 11, 2026 8:00AM - 12:00PM				
Street Closure Fee	1		\$50.00	\$50.00
Barricade Fee	1		\$50.00	\$50.00
Barricade Fee Deposit (returned upon pick up of barricades)	1		\$100.00	\$100.00
TOTAL				\$200.00



BARRICADES TO BE
PLACED AT ENTRANCE
OF 6TH AND KANSAS

AND TOWARD EXIT OF
KANSAS AND 7TH

BARRICADES WILL BE
FOR THE VACATION
BIBLE SCHOOL

MONDAY, JUNE 8 –
THURSDAY JUNE-11,
2026

8:00AM – 12:00PM



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-681	
From:			
Subject: Discussion and consideration of Resolution 2026-45 appointing a member to the Planning and Zoning Commission. (Staffed by City Secretary Department.)			
Background: The term of Randy Summers is set to expire June 20, 2026. Mr. Summers has expressed interest in consideration for reappointment and submitted his Board Application.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Xavier Salinas		Created	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Resume-Randy Summers, Board App - Randy Summers rcvd 05.21.26_Redacted, R2026-46 appt. 1 Library member			
Responsibilities upon Approval:			

*Randall (Randy) L Summers 1307 S. Texas Blvd
Weslaco, Texas 78596-7070 Phone: 956/968-4660*

EDUCATION:

- Attended Texas A & M University 1976-1979 .
- Graduate of Weslaco High School 1976 .
- American Institute of Banking:
Principles of Banking (A) 1984 .
Law & Banking (B) 1985 .
Real Estate Finance (B) 1985 .
Accounting I (B) 1986 .
Regulation CC (A) 1987
- Graduate of Intermediate School of Banking 1988 at Southern Methodist University
- Graduate of Texas Bankers Association 1990 Operations School-named one of two Outstanding Graduates for the Class
- Various Computer Software seminars
- Attended Texas Bankers Association 1990-1994 Annual Personnel/Operations Conference
- Received Texas Real Estate Commission Salesperson License November 1996
- Numerous Real Estate Core Courses 1996 - 2012
- Received Texas Real Estate Commission Brokers License July 2001
- CCIM (Certified Commercial Investment Member) designation November 2003
- CPM designation April 2020 (Certified Property Manager Institute of Real Estate Management)
- Various Continuing Education courses
- Approved Texas Real Estate Commission real estate core course instructor
- Private Pilot license issued 1985
- Pilot instrument rating issued 2008

WORK EXPERIENCE:

Davis Equity Realty 1997 to Present

- Vice President and Sales/Leasing Manager of Davis Equity Realty, Weslaco, Texas (www.davisequity.com)
- Past President South Texas Commercial Association of Realtors 2017 (STCAR) and 2022
- Board of Director STCAR 2023-present
- TEXAS REALTORS State Executive Board Appointee for Commercial Real Estate 2019-2020
- Member ICSC 1997 to present
- South Texas liaison for the San Antonio Chapter of CCIM 2007-2010

Accomplishments and services to the McAllen Community:

- President of McAllen Lions Club 1992-1993
- 1 st Vice President McAllen Lions Club 1991-1992
- 2nd Vice President McAllen Lions Club 1990-1991
- Lion of the Year 1990
- Secretary McAllen Lions Club 1989-1990
- Campaign Sightfirst Coordinator McAllen Area 1993-1994
- Bank liaison for Muscular Dystrophy Association Bankers Bowl-A-Thon
- Bank liaison for American Heart Association Walk America .Bank liaison for United Way Campaign

Accomplishments and services to the Weslaco Community:

- Current Planning and Zoning Commissioner for City of Weslaco
- Current Chairman Weslaco Mid Valley Airport Advisory Committee
- President of Weslaco Chamber of Commerce 2004-2005
- President Weslaco Chamber of Commerce 2011-2012
- Graduate Leadership Mid Valley
- Graduate Leadership Rio Grande Valley
- Board Trustee Mid Valley Christian School 1996 – 2005
- President for Mid Valley Elementary School 2005(a private non-denominational Christian school)
- Board Trustee STET, Inc. 2004-Present
- Secretary of Weslaco Lions Club 1994 - 2001
- Weslaco's Man of the Year 1983
- President of Weslaco Lions Club 1985-1986
- First Vice President Weslaco Lions Club 1984-1985
- Second Vice President Weslaco Lions Club 1983-1984
- Co-Chairman of Weslaco Lions Club Benefit Show 1983-1989
- General Chairman for Mid Valley Medical Foundation Annual Fund Drive
- Chairman of Weslaco Merchants Association 1983
- Co-Chairman of Weslaco 4th of July Fajita Cookoff Contest 1983
- Director Weslaco Chamber of Commerce 1984-1987
- Chairman Weslaco Chamber of Commerce New Teacher Reception 1983
- Nominee for the United States Jaycees Outstanding Young Men of America 1983
- State of Texas Certified Volunteer Fireman for Weslaco Fire Department 1979-1987
- Certified Emergency Medical Technician 1979-1989
- Present Song Director and Treasurer for Bridge Ave Church of Christ



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: _____ DATE: _____

HOME ADDRESS: _____

() Inside City Limits

() Outside City Limits

MAILING ADDRESS: _____

TELEPHONE: (Residence) _____ (Cell) _____

E-MAIL ADDRESS: _____

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

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

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

AMBULANCE ADVISORY BOARD _____

ANIMAL SHELTER ADVISORY BOARD _____

BOARD OF ADJUSTMENTS - BUILDING _____

BOARD OF ADJUSTMENTS - ZONING _____

CITIZENS DRAINAGE ADVISORY BOARD _____

CIVIL SERVICE BOARD _____

HOTEL OCCUPANCY TAX ADVISORY BOARD _____

TAX INCREMENT REINVESTMENT ZONE (TIRZ) _____

ECONOMIC DEVELOPMENT CORPORATION _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____

PARKS & RECREATION ADVISORY BOARD _____

PLANNING & ZONING COMMISSION _____

WESLACO AIRPORT COMMITTEE _____

WESLACO RECYCLING TASK FORCE _____

CAPITAL IMPROVEMENTS COMMITTEE _____

BEAUTIFICATION COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO

CITY SECRETARY

255 S. KANSAS AVENUE

WESLACO, TX 78596

nacantu@weslacotx.gov

Phone: (956) 968-3181

Fax: (956) 968-6717

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☒ NO

Received 05.21.26 by CSDav



APPLICATION TO SERVE ON BOARD & COMMITTEES

BOARD MEMBER ELECTION ON DISCLOSURE

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

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

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

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

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

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

Applicant's Signature

Date

Applicant's Printed Name

RESOLUTION NO. 2026-45

A RESOLUTION OF THE CITY OF WESLACO APPOINTING A
MEMBER TO THE PLANNING AND ZONING COMMISSION
BOARD.

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

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

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation; and

WHEREAS, a term is set to expire and an appointment/reappointment to the Planning and Zoning Commission is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve on the Planning and Zoning Commission Board.

<u>NAME</u>	<u>TERM ENDING</u>
	06/02/2029

PASSED AND APPROVED on this 2nd day of June 2026.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Benjamin Castillo, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-682	
From:			
Subject: Discussion and consideration of Resolution 2026-46 appointing a member to the Mayor Joe V. Sanchez Public Library Board. (Staffed by City Secretary Department.)			
Background: The term of member Renee Dyer is set to expire June 18, 2026. She has expressed interest in continuing to serve and submitted her Board Application.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Xavier Salinas		Created	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Susan Renee Dyer recvd 05.26.26_Redacted			
Responsibilities upon Approval: Execute, retain, and notify the nominee and the appropriate department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Susan Renee Dyer DATE: 5/21/26

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

MAILING ADDRESS: [REDACTED]

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

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)
WISD Library Services Director

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
First Recipient of the Weslaco ISD A+ Employee Award, 2021
Branding Iron Award for Reading Advocacy, 2020. Awarded by the Texas Library Assoc
Sam Houston State University, SAMMY Award: Doctoral Student Leader 2020
Bonnie K. Thorne Service to Libraries in the State of Texas Award, 2014
Top High School Library Media Specialist Award, 2013

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

AMBULANCE ADVISORY BOARD _____	ECONOMIC DEVELOPMENT CORPORATION _____
ANIMAL SHELTER ADVISORY BOARD _____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY <u>X</u>
BOARD OF ADJUSTMENTS - BUILDING _____	PARKS & RECREATION ADVISORY BOARD _____
BOARD OF ADJUSTMENTS - ZONING _____	PLANNING & ZONING COMMISSION _____
CITIZENS DRAINAGE ADVISORY BOARD _____	WESLACO AIRPORT COMMITTEE _____
CIVIL SERVICE BOARD _____	WESLACO RECYCLING TASK FORCE _____
HOTEL OCCUPANCY TAX ADVISORY BOARD _____	CAPITAL IMPROVEMENTS COMMITTEE _____
TAX INCREMENT REINVESTMENT ZONE (TIRZ) _____	BEAUTIFICATION COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS XX YES
XX NO

Received CSD-av 5/26/2026



APPLICATION TO SERVE ON BOARD & COMMITTEES

BOARD MEMBER ELECTION ON DISCLOSURE

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

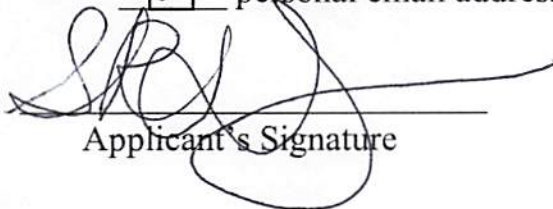
Each Board Member shall state his/her choice in writing to the City Secretary Department. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a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

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

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

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

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


Applicant's Signature

5/21/26

Date

Susan Renee Dyer
Applicant's Printed Name

RESOLUTION NO. 2025-46

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

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

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

WHEREAS, Library Board members shall serve without compensation.

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

Name

Term Expires
06/02/2028

PASSED AND APPROVED on this 2nd day of June 2026.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-674	
From:			
Subject: Discussion and consideration approving the Economic Development Corporation of Weslaco to enter into one or more contracts for the development of a 3-to-5-year Economic Development Strategic Plan and a Downtown Master Plan, which will involve the expenditure of funds in excess of \$100,000. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-680	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to award RFP No. 2025-26-35 for Acquisition Funding for a Pumper Fire Truck. (Staffed by Finance Department.)			
Background: The City issued RFP No. 2025-26-35 seeking proposals for acquisition funding for the purchase of a new pumper fire truck for the Fire Department. Responses were received and reviewed in accordance with the requirements outlined in the solicitation. Staff has evaluated the proposals received and is presenting a recommendation for award to provide financing for the acquisition of the apparatus. The proposed funding will assist the City in acquiring the equipment necessary to support fire protection and emergency response operations.			
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 Rosalinda Cavazos Xavier Salinas		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends awarding the financing to Frost Bank.			
Attachments, if any: 060226 PUMPER FINANCING, FINANCING TABULATION 2025-26-35 PUMPER			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

Date: May 22, 2026

To: Mayor & City Commission

CC: Xavier Salinas, City Manager
Omar Rodriguez, Assistant Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

From: Rosie Cavazos, Finance Director

Re: RFP No. 2025-26-35 Financing for Pumper Fire Truck

.....

The City of Weslaco issued RFP No. 2025-26-35 to secure competitive financing for the acquisition of a Pumper Fire Truck for the Weslaco Fire Department. Four proposals were received as follows:

Proposer	Interest Rate	Total Interest	Total Cost (10-Year Term)
First American Equipment Finance	4.920%	\$261,000.00	\$1,161,000.00
Frost Bank	4.385%	\$230,987.20	\$1,130,987.20
KS State Bank	5.740%	\$307,793.40	\$1,207,793.40
US Bancorp Government	4.545%	\$239,927.40	\$1,139,927.40

After evaluating interest rates, total financing costs, and compliance with RFP specifications, Frost Bank was determined to offer the most favorable terms, with a total loan amount of \$1,130,987.20 total interest of \$230,987.20, and a 10-year repayment schedule.

Staff recommends awarding RFP No. 2025-26-35 to Frost Bank as the most responsive and responsible proposer.

**CITY OF WESLACO - PUMPER APPARATUS FIRE TRUCK / 10 YEAR PAYMENT PLAN
ACQUISITION & FINANCING RFP 2025-26-35 TABULATION**



KS State Bank / Baystone Govt. Finance
1010 Westloop Place
Manhattan, KS 66502
800-752-3562
Christina Ummel
cummel@ksstate.bank

First American Equipment Finance
211 High Point Drive
Victor, NY 14564
585.361.6515
Nick Prieston
nick.prieston@faef.com

Option	DESCRIPTION	Pmts	Pmts			
			CONTRACT AMT	\$ 900,000.00	CONTRACT AMT	\$ 900,000.00
ANNUAL PAYMENTS	10		\$ 120,779.34	\$ 1,207,793.40	\$ 116,100.00	\$ 1,161,000.00
			ORIGINATION FEE	\$ -	ORIGINATION FEE	\$ -
			INTEREST	\$ 307,793.40	INTEREST	\$ 261,000.00
			TOTAL	\$ 1,207,793.40	TOTAL	\$ 1,161,000.00
			5.74%		4.9200%	

Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Alejandra Mireles / Suzanne Maness
alejandra.mireles@frostbank.com

U.S. Bancorp Government Leasing & Finance
100 West Houston Street
San Antonio, Texas
303.330.4160
Tasha Barreau
tasha.barreau@usbank.com

			Pmts			
			CONTRACT AMT	\$ 900,000.00	CONTRACT AMT	\$ 900,000.00
ANNUAL PAYMENTS	10		\$ 113,098.72	\$ 1,130,987.20	\$ 113,992.74	\$ 1,139,927.40
			ORIGINATION FEE	\$ -	ORIGINATION FEE	\$ -
			INTEREST	\$ 230,987.20	INTEREST	\$ 239,927.40
			TOTAL	\$ 1,130,987.20	TOTAL	\$ 1,139,927.40
			4.385%		4.5450%	

Tabulation created by: Homer Rhodes

Proposal opening held on 5/19/2026 at 9:00 AM



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-702	
From: David Arce			
Subject: Discussion and consideration to approve the quote from Cummins Sales and Service for repairs to the generator at the Water Treatment Plant by a manufacturer-certified technician in the amount of \$61,762.08. (Staffed by Utilities Department.)			
Background: The generator at the Water Treatment Plant requires repairs to ensure reliable backup power operations for the facility. Due to the specialized nature of the equipment and warranty/service requirements, repairs will be performed by a manufacturer-certified technician. The proposed repairs are intended to restore full operational reliability and maintain continuity of water plant operations during power outages or emergency events.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU David Arce Rosalinda Cavazos Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2026 Approval of Generator Control Upgrade at Water Treatment Plant, Cummins Quote Water Plant			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

Date: June 2, 2026

To: City Commission

From: David Arce, Public Utilities Director

Subject: Approval of Generator Control Upgrade at Water Treatment Plant

Cc: Xavier Salinas, City Manager
Omar Rodriguez, Asst. City Manager
Rosie Cavazos, Finance Director

Inframark and the Utilities Department is requesting approval of the estimate submitted by Cummins Sales and Service in the amount of \$61,762.08 for the generator control upgrade at the Water Treatment Plant.

The proposed work consists of upgrading the existing generator control system to the PowerCommand 3.3 Generator Control on the 1000 DQFAD generator, Serial No. L090073241. The work will be performed by manufacturer-certified technicians to ensure compatibility, reliability, and proper operation of the system.

The estimate includes:

- Removal of the current controls
- Installation of new control modules
- Installation of new PowerCommand 3.3 control boards
- Testing and running the unit to verify proper operation
- Load bank testing to calibrate and verify system performance

The estimate is based on the assumption that the generator is currently in good operating condition, has been serviced recently, and has undergone a recent load bank test at 100% rated load. The estimate is for the control upgrade only and does not include additional commissioning testing if requested or required.

Inframark staff assisted the City in coordinating and obtaining the quote for this project as part of ongoing operational support at the Water Treatment Plant.

This upgrade is necessary to maintain reliable backup power operations at the Water Treatment Plant during electrical outages and emergency events. Reliable generator operation is critical to maintaining uninterrupted water service for the community.

Staff recommends approval of the estimate from Cummins Sales and Service in the amount of \$61,762.08.

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	A063L211 PowerCommand Control 3.3 upgrade kit	1
2	300-5929-02 Remote annunciator Kit	1
3	Miscellaneous - Installation Components	1
4	Installation labor	1
5	Miscellaneous - Mileage	1
6	Freight & other charges	1
7	Load bank rental	1

TOTAL: \$61,762.08

Quote value does not include any tax.

OPTIONS:

PULLING OF NETWORK CABLE FOR THE ANNUNCIATOR OR PULLING ANY WIRING.

NETWORK WIRING REQUIREMENTS: REQUIRES TWIN POWER CONDUCTORS FOR 24 VDC AND A SHIELDED TWISTED PAIR CABLE, BELDEN 9729 CABLE OR EQUIVALENT WILL BE REQUIRED.

EXCEPTIONS AND CLARIFICATIONS:

ESTIMATE TO UPGRADE THE GENERATOR CONTROL TO THE POWERCOMMAND 3.3 GENERATOR CONTROL ON THE 1000 DQFAD S/N L090073241 GENERATOR AT:

CITY OF WESLACO - WESLACO WTP
907 S AIRPORT DR
WESLACO TX 78596

ESTIMATE IS BASED ON THE ASSUMPTION THAT THE GENERATOR(S) ARE IN GOOD OPERATING CONDITION AT THIS TIME AND IT HAS BEEN SERVICED RECENTLY WITH RECENT LOAD BANK TEST AT 100% RATE LOAD

ESTIMATE IS FOR CONTROL UPGRADE ONLY

***ESTIMATE DOES NOT INCLUDE ADDITIONAL COMMISSION TESTING IF

REQUESTED OR REQUIRED***

ESTIMATE INCLUDES THE FOLLOWING:

- * REMOVING CURRENT CONTROLS.
- * INSTALL NEW CONTROL MODULES.
- * INSTALL NEW 3.3 CONTROL BOARDS
- * TEST RUN UNIT TO CHECK FOR PROPER OPERATION.
- * LOAD BANK GENERATOR TO CALIBRATE AND CHECK FOR PROPER OPERATION



**Project: PG Solutions MP PCC3.3
PMVA- City of Weslaco Ctrlr Up-
grade 03.06.2026**

(BASED ON LOCAL BRANCH SUPPLYING THE LOAD BANK – ADDITIONAL CHARGES MAY APPLY IF A RENTAL L/B IS REQUIRED)

BE ADVISED, UNIT WILL BE OFF LINE AND UNAVAILABLE FOR THE DURATION OF REPAIRS, (APPROX 4-5 DAYS)

BASED ON USING 2 TECHS FOR 5 DAYS - 1 AES TECH AND 1 LOCAL PG TECH

ESTIMATE IS BASED ON ALL REPAIRS BEING COMPLETED DURING NORMAL

BUSINESS HOURS MONDAY-FRIDAY.



Project: PG Solutions MP PCC3.3
PMVA- City of Weslaco Ctrlr Up-
grade 03.06.2026

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Robert Walkup

Robert Walkup
Senior PEM Sales Executive - PG
po031@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-672	
From:			
Subject: Discussion and consideration to approve Change Order No.2 for Lift Station #10 for the relocation of an electrical junction box in the amount of \$16,750. (Staffed by Engineering Department.)			
Background: During the installation and testing of the lift station equipment, it was determined that the existing junction box location does not provide adequate slack for the level control floats to properly reach the wet well. Because the floats must travel freely through their full operating range to ensure correct pump control and alarm functionality, the current configuration creates a risk of operational failure. To resolve this issue, the junction box must be relocated to a position that allows the required cable length and routing. This corrective action ensures compliance with operational standards and maintains the integrity of the lift station control system. 2LG Construction has provided a cost proposal totaling \$16,750 to perform the required work, which includes installation of a new electrical junction box for the control panel, conduit rack adjustments, excavation, cable handling, labor, equipment, and all associated materials.			
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):			
ARLENE LARA PETER HERMIDA Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: co#2			
Responsibilities upon Approval:			

2LG CONSTRUCTION LLC

To: City of Weslaco Tx

DATE 05/12/26

Ref: Install electrical junction box

CO # 2

ATT: Peter Hermida P.E

-

NO	DESCRIPTION	QTY	UNT	PRICE	AMOUNT
As per your request, we submit the following CO #2					
1	Install electrical junction box for the control panel ,include ,rack conduit excavation ,cable labor and equipment.	1.00	Is	\$ 16,750.00	\$ 16,750.00

SUB TOTAL	\$ 16,750.00
TAX	
TOTAL	\$ 16,750.00

Above line items are subject to all applicable taxes. All invoices payable in Cameron County.

2LG Construction will furnish , labor material and equipment necessary to install the items shown above according to standards in plans and specifications. Any deviation or changes will require written change order.

Estimated by, Leonel Gonzalez

Date

Approved By:

Date



Standardized Agenda Request Form

Date of Meeting: June 2, 2026		Agenda Item No. (to be assigned by CSO): 2026-716	
From:			
Subject: Discussion and consideration on the Professional Service Agreement with Trinity MEP Engineering for design services for Harlon Block Baseball Park Concession Lighting Project in the amount of \$48,000. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA PETER HERMIDA Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Trinity MEP Engineering re agreement Harlon Block Baseball Park lighting project			
Responsibilities upon Approval:			

PROFESSIONAL SERVICE AGREEMENT

May 22, 2026

Project Name: **City of Weslaco Harlon Block Baseball Park & Concession Lighting**

City of Weslaco
255 S Kansas
Weslaco, Texas

Hereby requests and authorizes Trinity MEP Engineering, LLC ("Trinity") to perform the following engineering consulting services.

Dear Mr. Peter Hermida – PE,

Trinity MEP Engineering, LLC is pleased to submit a proposal to render MEP Engineering Consultant Design Services for the "**City of Weslaco Harlon Block Baseball Park Lighting**" project located on 18th Street. Our scope of work will be as described below:

- Sports Lighting Retrofit for the (4) base / softball sports fields
 - Musco Sports lighting will be the manufacturer used for the lighting retrofit.
- Partial running trail lighting
- Concession stand lighting upgrades

Basic Services:

- Provide Survey of the existing baseball parks
 - The work will be conducted by an surveyor.
- Electrical design and engineered construction documents for the projects inclusive of the following:
 - Retrofit existing sports lighting one for one; replacing HID with LED.
 - Add additional lights for pop-up fly balls.
 - Add additional lights for trail lighting and control them individually.
 - Replace existing lights over by concession stand with LED lights.
 - Generate CAD files for project site to include ball fields and concession stand.
- We will provide coordination meetings during the construction document phase with architect and owner.

Construction Administration:

- We will review and answer RFI's and Clarifications.
- We will review all project submittals and shop drawings.
- We will provide final punch list report.

Consulting Fee:

For the services stated above, Trinity MEP Engineering, LLC proposes a fee of:

\$48,000 – Forty-Eight Thousand Dollars

Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work are not included in this proposal.

Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis of \$200/hr. per work authorization by Client.

Provided this Scope of Services and basis of compensation is acceptable to you, please sign at the bottom and return a copy to our office.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Client Approval:

Leo Munoz, P.E. – Principal

Date

Signature

Date

Print Name

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this Agreement shall be construed as authorization by CLIENT for Trinity MEP Engineering, L.L.C. to proceed with the Services, unless otherwise provided for in this Agreement.
2. DIRECT EXPENSES. Trinity MEP Engineering, L.L.C.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at IRS current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Trinity MEP Engineering, L.L.C..
3. OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Trinity MEP Engineering, L.L.C.'s administrative costs.
4. COST ESTIMATES. Any cost estimates provided by Trinity MEP Engineering, L.L.C. will be on a basis of experience and judgment. Since Trinity MEP Engineering, L.L.C. has no control over market conditions or bidding procedures, Trinity MEP Engineering, L.L.C. does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
5. PROFESSIONAL STANDARDS. Trinity MEP Engineering, L.L.C. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Trinity MEP Engineering, L.L.C. makes no warranty, expressed or implied.
6. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by Trinity MEP Engineering, L.L.C. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Trinity MEP Engineering, L.L.C. In the absence of an express agreement about compensation, Trinity MEP Engineering, L.L.C. shall be entitled to an equitable adjustment to its compensation for performing such additional services or billed on an hourly basis. Such fees are addressed above under assumption and exclusions.
7. LIMITATION OF LIABILITY. Trinity MEP Engineering, L.L.C.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
8. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
9. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event Trinity MEP Engineering, L.L.C. is not qualified and licensed in the relevant jurisdiction to provide any Services required

hereunder, Trinity MEP Engineering, L.L.C. may, with the consent of the client, assign all or any part of its obligation to provide such Services to an entity related to Trinity MEP Engineering, L.L.C. which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Trinity MEP Engineering, L.L.C. to provide such Services.

10. **PAYMENT TO Trinity MEP Engineering, L.L.C./ INTEREST ON PAST-DUE AMOUNTS.** Invoices will be issued by Trinity MEP Engineering, L.L.C. for all Services performed under the terms of this Agreement. Invoices are due and payable after the construction permit is obtained by the contractor. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to Trinity MEP Engineering, L.L.C., and if such interest exceeds the principal balance of CLIENT's indebtedness to Trinity MEP Engineering, L.L.C., will be returned to CLIENT. It is the intent of Trinity MEP Engineering, L.L.C. and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and Trinity MEP Engineering, L.L.C. agree that in the event CLIENT and Trinity MEP Engineering, L.L.C. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, Trinity MEP Engineering, L.L.C. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to Trinity MEP Engineering, L.L.C.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Hidalgo County, Texas, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas for enforcement of all obligations created by this Agreement.

11. **Trinity MEP Engineering, L.L.C.'S RIGHT TO SUSPEND SERVICES.** If CLIENT fails to pay any amount due Trinity MEP Engineering, L.L.C. under this Agreement, Trinity MEP Engineering, L.L.C. may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, Trinity MEP Engineering, L.L.C. will provide CLIENT with written notice that Trinity MEP Engineering, L.L.C. will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of Trinity MEP Engineering, L.L.C.'s notice. If CLIENT does not cure the problem within such 7-day period, Trinity MEP Engineering, L.L.C. may suspend Services under this Agreement. In the event of a suspension of Services, (a) Trinity MEP Engineering, L.L.C. shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, Trinity MEP Engineering, L.L.C. shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. Trinity MEP Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (x) Trinity MEP Engineering, L.L.C. shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, Trinity MEP Engineering, L.L.C. shall be compensated for expenses incurred as a result of the interruption and resumption of Trinity MEP Engineering, L.L.C.'s Services, and (z) Trinity MEP Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.

12. **TERMINATION FOR NON-PAYMENT OF FEES.** Trinity MEP Engineering, L.L.C. may terminate this Agreement by giving written notice if any Trinity MEP Engineering, L.L.C. invoice remains unpaid for more than 30 days. Trinity MEP Engineering, L.L.C.'s right to terminate this Agreement shall not be waived Trinity MEP Engineering, L.L.C.'s continued performance during any period of investigation by Trinity MEP Engineering, L.L.C. to determine the reasons for CLIENT'S nonpayment.

13. **TERMINATION.** Either CLIENT or Trinity MEP Engineering, L.L.C. may terminate this Agreement with or without cause by giving 7 days' written notice to the other party. In such event CLIENT shall forthwith pay Trinity MEP Engineering, L.L.C. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

14. **LEGAL EXPENSES.** In the event that legal action is brought by either party to this contract to enforce any of the obligations hereunder or arising out of any dispute concerning the terms of the conditions hereby created, the victorious party shall pay the other party reasonable amounts for fees, costs and expenses if ordered by the court

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, Trinity MEP Engineering, L.L.C. may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Trinity MEP Engineering, L.L.C. to CLIENT. If there is any discrepancy between

any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without Trinity MEP Engineering, L.L.C.'s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Trinity MEP Engineering, L.L.C. until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. Trinity MEP Engineering, L.L.C. will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. Trinity MEP Engineering, L.L.C. shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) Trinity MEP Engineering, L.L.C. does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors. Trinity MEP Engineering, L.L.C. is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors.

MEDIATION. Mediation shall be as allowed or required in Hidalgo County, Texas.

INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Trinity MEP Eng., LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable pursuant to law.

VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees and (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, directly arising out of issues due to existing conditions of the structure that are not reasonably apparent to Consultant using the Consultant's professional judgment. This indemnification does not apply to damages, liabilities, or costs attributable to the negligence, intentional, or willful misconduct by Consultant, its officers, agents, directors or employees.

or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant.

ATTORNEYS' FEE. Should any action, proceeding, or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment. If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Trinity MEP Eng., LLC will review any changes, and once acceptable to both parties Trinity MEP Eng., LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal - agreement.

END OF PROFESSIONAL SERVICE AGREEMENT