

Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): I	
From (name, title, department and who submitting on behalf of, if any): Elizabeth Walker, City Secretary			
Subject: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Roll Call.			
Discussion: A. Mayor will Call to Order and certify Public Notice. B. Pastor Ruben Garcia of Set Free Church will give the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. City Secretary will call roll.			
Funding Source (budget code, if applicable): N/A			
Amount: \$ 0		Term of Impact: #[0] year(s)	Identified in Current Budget: N/A
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Four or more Commissioners present constitutes a Quorum; otherwise, no action may be taken.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): One-page with pledges and mission statement.			
Responsibilities upon Approval: Conduct meeting per Ordinance 2011-05, according to Roberts Rule of Order and commencing at 5:30 p.m.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Fidel L. Pena, III, Commissioner, District 6

Leonardo Olivares, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

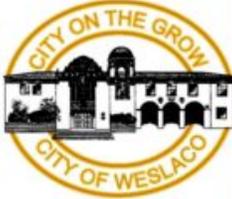
We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): III. A.	
From (name, title, department and who submitting on behalf of, if any): Oscar Garcia, Public Facilities Director, Public Facilities Department			
Subject: Public Hearing for the Proposed Construction of Boys & Girls Club.			
Discussion: To solicit input on the Proposed Construction of the Boys & Girls Club Facility Building at 300 North Airport Drive, Weslaco, Texas, Hidalgo County.			
Funding Source (budget code, if applicable): N/A			
Amount: \$	Term of Impact: #[] year(s)	Identified in Current Budget:	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:. Appeared in: The Monitor, Monday, 7/21/2014; No comments have been received from letters mailed to property owners.			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: N/A			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): Public Hearing Notice			
Responsibilities upon Approval: Please provide certification upon approval.			

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CITY OF WESLACO LEGAL NOTICE The Weslaco City Commission
 CITY OF WESLACO LEGAL NOTICE The Weslaco City Commission will hold two public hearings on Tuesday, August 5, 2014 at 5:30 p.m. and on Tuesday, August 19, 2014 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request: Si desea información en español, por favor llame al Departamento de Public Facilities de la ciudad de Weslaco, (956) 973-3146. The City of Weslaco would like to inform the citizens of the Proposed Construction of the Boys & Girls Club Facility Building at 300 North Airport Drive, Weslaco, Texas Hidalgo County. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before August 5, 2014 and on or before August 19, 2014, for City Commission. For more information, please call the Public Facilities Department at (956) 973-3146. /S/ OSCAR GARCIA, Public Facilities Director

Click here to view the public notice as it appeared in print.

Appeared in: *The Monitor* on Monday, 07/21/2014



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**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 15, 2014**

On this 15th day of July 2014 at 5:31 p.m., the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	J.F. "Johnny" Cuellar
Commissioner	David R. Fox
Commissioner	Olga M. Noriega
Commissioner	Gerardo "Jerry" Tafolla
Commissioner	Lupe Rivera
Commissioner	Fidel L. Pena, III
City Manager	Leonardo Olivares
City Secretary	Elizabeth M. Walker
City Attorney	Ramon Vela

Also present: Juan Salas, IT Department; Bret Mann, Finance Director; David Salinas, Public Utilities Director; Trinidad Cantu, Assistant Public Utilities Director; Mardoqueo Hinojosa, City Engineer/Interim Planning Director; Interim Chief Sergio Ramirez, Police Department; Oscar Garcia, Public Facilities Director; Olga Garza, Assistant Public Facilities Director; David Arce, Park & Recreation Director; Chris Sanchez, Fire Department; Veronica Ramirez, Human Resources Director; Gloria Givilancz, Grants Compliance Coordinator; George Garrett, Airport Director; Joe Pedraza, Rolando Gonzalez, Eric Mendiola, Nicole Mowbray and other staff members and citizens.

I. CALL TO ORDER

- A. Certification of Public Notice.
Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, July 11, 2014.
- B. Invocation.
Elizabeth Walker, City Secretary, delivered the invocation.
- C. Pledge of Allegiance.
Mayor Suarez recited the Pledge of Allegiance and recited the Texas flag.
- D. Roll Call.
Elizabeth Walker, City Secretary, called the roll, noting perfect attendance.

II. PUBLIC COMMENTS

There were no comments received.

III. PUBLIC HEARINGS

- A. To solicit input on behalf of Maximo Saenz to amend Ordinance 320 and the City of Weslaco Zoning map to rezone 2112 W. Pike Blvd., also being 8.647 acres out of Farm Tract 152, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-2 Secondary and Highway District.
- B. To solicit input on behalf of Hot Wells Investments, Ltd. to amend Ordinance 320 and the City of Weslaco Zoning map to rezone 3827 E. Expressway 83, also being Adams Tract an IRR TR N32.61'-E55.83' 0.02AC NET, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-2 Secondary and Highway District.
- C. To solicit input on the proposed demolition order for an unoccupied building located at 100 South Cedro Street, also known as Lot 1, Block 4, Weslaco Original Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. To solicit input on the proposed demolition order for an unoccupied building located at 110 North Pino Street, also known as Lot 5, 6, Block 15, Northside Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. To solicit input on the proposed demolition order for an unoccupied building located at 111 North Cantu Street, also known as Lot 9.10, Block 11, Ramona Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- F. To solicit input on the proposed demolition order for an unoccupied building located at 111 South Palmas Street, also known as Lot 11, Block 4, Weslaco Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- G. To solicit input on the proposed demolition order for an unoccupied building located

- at 112 South Missouri Street, also known as Lot 7, Block 2, Weslaco Original Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- H. To solicit input on the proposed demolition order for an unoccupied building located at 127 South Garza Street, also known as Lot 20, Block 2, Paloma Addition Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- I. To solicit input on the proposed demolition order for an unoccupied building located at 230 North Pino Street, also known as Lot 1, Block 10, Northside Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- J. To solicit input on the proposed demolition order for an unoccupied building located at 414 North Kansas Avenue, also known as Lot 8, Block 5, Gonzalez Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- K. To solicit input on the proposed demolition order for an unoccupied building located at 509 South Texas Boulevard, also known as Lot 39-40, Block 42, Weslaco Original Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- L. To solicit input on the proposed demolition order for an unoccupied building located at 600 East Los Torritos, also known as Lot 16, Block 6, Ramona Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.
- M. To solicit input on the proposed demolition order for an unoccupied building located at 1301 East Davenport Street, also known as Lot 18, 19, 20, Block 10 Davenport #1

Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.

- N. To solicit input on the proposed demolition order for an unoccupied building located at 2101 West Beaumont Drive, also known as Lot 9, Block 4, Expressway Heights Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. (Staffed by Planning & Code Enforcement Department.) Attachment.

At 5:40 p.m. Mayor Pro-Tem Cuellar, seconded by Commissioner Tafolla, moved to open the public hearing items concurrently. The motion carried unanimously; Mayor Suarez was present and voting.

Mr. Rolando Gonzalez, Chief Building Official, delivered a PowerPoint presentation reviewing the procedure and properties toward proposed demolition orders. He confirmed all steps have been taken to contact the owners of these vacant properties, and the City of Weslaco has met the criteria of due process of the State of Texas.

The owner of the building located at 414 N. Kansas commented that he already obtained a demolition permit and requested more time to demolish the property. The owner of 600 East Lost Torritos requested six months to remodel the property since he recently acquired it at tax sale. There were no other comments received.

Mayor Pro-Tem Cuellar, seconded by Commissioner Rivera, moved to close the public hearing items concurrently at 6:11 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. **CONSENT AGENDA**

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

- A. Approval of the Minutes of the following:
- 1) Amendment of minutes of May 27, 2014 as previously adopted;
 - 2) Regular Meeting on July 1, 2014;
 - 3) Special Meeting on July 8, 2014. (Staffed by City Secretary's Office.) Attachment.
- B. Approval of the renewal of the annual Host Agency Agreement with AARP Senior

Community Service Employment Program allowing the City of Weslaco to accept participants through a short-term work-training program and authorize the Mayor to execute any documents. (Staffed by Human Resources Department.) Attachment.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve the consent agenda as presented. Commissioner Noriega requested item IV.B. be withheld for discussion. Commissioner Tafolla rescinded his motion.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve item IV. A. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Noriega, seconded by Mayor Suarez, moved to open discussion on item IV. B. City Manager Leonardo Olivares spoke in support of the program and explained that there is no cost to the City to participate. Ms. Veronica Ramirez added the City of Weslaco has been participating in the program at least six years, and three participants presently are working within the City of Weslaco 18 hours/week, pre-screened by placement criteria submitted to AARP.

The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

- A. Discussion and consideration to select the best qualified, most advantageous consulting firm for the City of Weslaco Five Year Comprehensive Plan, authorize the City Manager to negotiate a professional planning and engineering services contract and authorize the Mayor to execute any related documents. Possible action. (This item was tabled July 1, 2014; Staffed by Planning and Code Enforcement Department.) Attachment.

Mayor Pro-Tem Cuellar, seconded by Commissioner Tafolla, moved to reject all bids and rebid. The City Manager indicated that though the Request for Qualifications process is complete and respondents ranked, he recommends reprogramming the currently identified funding source from the \$7 million Certificate of Obligation to allow more of that money to be programmed toward other capital projects. He prefers to identify this project as well as that in the next agenda item in the budget next fiscal year. In response to Commissioner Tafolla, the City Manager confirmed that there will be workshops pertaining to the budget process in August.

Mayor Pro-Tem Cuellar, seconded by Commissioner Tafolla, moved to remove this item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Pro-Tem Cuellar, seconded by Commissioner Rivera, moved to reject all bids and reallocate funds. The motion carried unanimously; Mayor Suarez was present and voting.

- B. Discussion and consideration to select the best qualified, most advantageous consulting firm for the Master Drainage Plan, authorize the City Manager to negotiate a professional engineering services contract for the Drainage Plan, and authorize the Mayor to execute any related documents. Possible action. (This item was tabled July 1, 2014; Staffed by Planning and Code Enforcement Department.) Attachment.

Commissioner Pena, seconded by Mayor Pro-Tem Cuellar, moved to remove this item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

Mr. David Salinas indicated that the City applied to a grant that became available after this Certificate of Obligation had been programmed which may fund the Master Drainage Plan. The City Manager requested reprogramming the funds.

Commissioner Tafolla, seconded by Mayor Pro-Tem Cuellar, moved to reject the \$500,000.00 allocation. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Maximo Saenz to approve Ordinance 2014-08 amending Ordinance 320 and the City of Weslaco Zoning map to rezone 2112 W. Pike Blvd., also being 8.647 acres out of Farm Tract 152, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-2 Secondary and Highway District. First Reading of Ordinance 2014-08. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

The City Manager noted that the notice had been published and the Planning and Zoning Commission as well as staff recommend approval of this item.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

The Mayor Pro-Tem left the dais at 6:40 p.m.

- B. Discussion and consideration after public hearing on behalf of Hot Wells Investments, Ltd. to approve Ordinance 2014-09 amending Ordinance 320 and the City of Weslaco Zoning map to rezone 3827 E. Expressway 83, also being Adams Tract an IRR TR N32.61'-E55.83' 0.02AC NET, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-2 Secondary and Highway District. First Reading of Ordinance 2014-09. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

The City Manager noted that the notice had been published and the Planning and

Zoning Commission as well as staff recommend approval of this item.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- C. Discussion and consideration on behalf of Apostolic Assembly of the Faith in Christ Jesus, Inc. to approve the Final Plat of the Re-plat of Apostolic Assembly Church Subdivision, being a 4-lot subdivision being all of Apostolic Church Assembly Church Subdivision being 10.00 acres of the south 20 acres of Farm Tract 115, Block 161, West Tract Subdivision, Llano Grande Grant, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

The City Manager noted that the Planning and Zoning Commission as well as staff recommend approval of this item with a variance for drainage.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- D. Discussion and consideration on behalf of Arnulfo Alaniz to approve the Final Plat of the Re-plat of Lot 4, Pastor Estates No. 2 Subdivision, being a 2.734 acre tract of land being all of Lot 4, Pastor Estates No. 2 Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

The City Manager noted that the Planning and Zoning Commission as well as staff recommend approval of this item with a variance letter on the sewer.

Commissioner Noriega, seconded by Commissioner Pena, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Fox left the dais at 6:45 p.m.

- E. Discussion and consideration on behalf of Ismael Castillo to approve the Final Plat of RSBR F.M. 1015 Subdivision, being 1.394 acres out of Farm Tract 1079, West & Adams Tracts Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

The City Manager noted that the Planning and Zoning Commission as well as staff recommend approval of this item with a variance.

Commissioner Rivera, seconded by Commissioner Tafolla, moved to approve the

item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Fox returned to the dais at 6:46 p.m.

- F. Discussion and consideration to approve Change Order No. 1 with Texas Cordia Construction, contractor for the Detention Pond and Reconstruction of Sugarcane Drive from Mile 6 West to Mile 5 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

There was no action on this item as the City Manager stated staff is not ready because they are negotiating with the Weslaco Independent School District on cost.

The Mayor Pro-Tem returned to the dais at 6:50 p.m.

- G. Discussion and consideration to approve Ordinance 2014-07 authorizing a negotiated resolution with Texas Gas Service regarding the company's May 1, 2014 cost of service adjustment ("COSA") filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; providing for the recovery of the City's reasonable and necessary rate case expenses; adopting a savings clause and other matters as ordained. First Reading of Ordinance 2014-07. Possible action. (Staffed by City Attorney.) Attachment.

Commissioner Pena, seconded by Commissioner Tafolla, moved to approve the item as presented. The City Attorney reported that this cost of service adjustment is being filed by all cities in the Rio Grande Valley after collective negotiations by authorized consultants; as presented, this implements a \$0.43/month increase to residential customers, \$9.34/month increase to commercial customers, and \$96.49/month increase to industrial customers.

In response to Commissioner Pena, Mr. Larry Graham, representative of Texas Gas Service, stated that if the ordinance is not approved, Texas Gas Service may appeal to the Railroad Commission, charging the capped rate in the meantime; he cautioned that the customers would bear the cost of appeal since the City agreed to a settlement of the rate as negotiated by the City's retained consultant. In response to Commissioner Noriega who requested a subsidy for this rate to the citizens, Commissioner Pena stated that those who don't have natural gas then would subsidize those who do. The City Manager stated the Commission may consider during the budget process a corresponding decrease in water rates in consideration of the utilities operation.

Commissioner Rivera left the dais at 7:20 p.m.; Commissioner Pena left the dais at 7:22 p.m. Commissioners Rivera and Pena returned to the dais at 7:23 p.m.

The motion carried with Commissioner Noriega opposed (6-1); Mayor Suarez was present and voting.

- H. Discussion and consideration to approve the purchase of four (4) 2015 Chevrolet Impala Police Units from Caldwell Chevrolet, BuyBoard State Approved Contract #385-10, using Equitable Sharing Funds in an amount not to exceed \$90,044.00 and authorize a budget amendment as appropriate. Possible action. (Staffed by Police Department.) Attachment.

The City Manager stated that forfeiture funds would be used to purchase the vehicles; this funding source is at the discretion of the Chief, with blessing from the Commission. Interim Chief Sergio Ramirez added these vehicles will be used as CID units and will replace four of six vehicles that are now ten years old.

Mayor Pro-Tem Cuellar, seconded by Commissioner Rivera, moved to approve the item as presented The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Fox and Mayor Suarez left the dais at 7:24 p.m. and 7:25 p.m., respectively.

- I. Discussion and consideration to declare and dispose of surplus property from various City departments through a public auction as per Ordinance No. 86-08, authorize a public auction through Valley Wide Auction Services at the Public Facilities building on August 16, 2014, and authorize a budget amendment as appropriate to recognize proceeds from the sale of assets and confiscated property from this event, and authorize the Mayor to execute the auction contract. Possible action. (Staffed by Finance Department.) Attachment.

The City Manager spoke in support of the program, stating it has proven to be successful in the past bringing revenue to the City.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve the item as presented. The motion carried unanimously. Mayor Suarez was not present.

- J. Discussion and consideration to approve the Airport Project Participation Agreement with the Texas Department of Transportation (Aviation Division), accepting a Federally and State Assisted Airport Development Grant identified as No. 1321WESLA in the amount of \$4,713,070.00 with ten percent local match for construction services related to the extension of the runway at the Weslaco Mid-Valley Airport, authorize a budget amendment as appropriate and authorize the Mayor to execute any related documents as this project is phased. Possible action. (Staffed by Airport.) Attachment.

The Mayor returned to the dais at 7:28 p.m.

The City Manager stated this is for the extension of the runway to 6,000 feet; after some delays in the acquisition of property resulting in certain real estate condemnation, the state proposes completion of the \$7 million project in two phases, with a ten percent local match split with the Economic Development Corporation as approved.

Commissioner Rivera, seconded by Mayor Pro-Tem Cuellar, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- K. Discussion and consideration to approve the “Letter of Intent and Approval to Proceed with investment grade audit” from Siemens Industry, Inc., in response to RFQ No. 2013-14-07 Comprehensive Water Conservation Program, in an amount not to exceed \$85,000.00, authorize a budget amendment as appropriate, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Utilities Department.) Attachment.

The City Manager stated this was the sole response to the Request For Qualifications (RFQ) that was submitted. The Mayor Pro-Tem indicated that though there had been significant interest in the project to audit all public facilities and utilities, there was only one complete packet submitted in response to the RFQ and counsel had recommended negotiating with that respondent.

Mr. Chad Nobles and Denise Chavez, representing Siemens Industry, Inc., asserted that if their company cannot identify a project that self-funds, the City does not pay the \$85,000.00; they expect to identify at least that much in cost savings, with an assessment of the water meters within four months. The Mayor Pro-Tem cautioned that over 5,000 meters have been replaced within the last two years; to draw against the Certificate of Obligation to finance any suggested improvements may affect bonding capacity.

Commissioner Rivera, seconded by Mayor Pro-Tem Cuellar, moved to deny the agreement as presented. The motion carried with Mayor Suarez and Commissioners Pena and Noriega opposed (4-3).

- L. Discussion and consideration to approve Change Order No. 3 with Urban County Program in an amount not to exceed \$22,600.00 for the City of Weslaco Water Treatment Plant 12-Inch Recycle Line, authorize a budget amendment as appropriate, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Utilities Department.) Attachment.

Mr. David Salinas explained that there were adjustments because the as-builds did not accurately reflect what was underground; there is a \$13,000.00 balance remaining with CDBG leaving the City with responsibility for \$9,000.00. In response to Commissioner Noriega, Mr. Salinas stated this project reduces the taste and odor issue.

Commissioner Tafolla, seconded by Commissioner Rivera, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- M. Discussion and consideration to approve final payment from Hidalgo County Urban County Program Project in the amount not to exceed \$134,194.46 for the City of Weslaco Water Treatment Plant 12-Inch Recycle Line, authorize a budget amendment as appropriate, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Utilities Department.) Attachment.

There was no action on this item as Mr. Salinas stated that additional information is forthcoming from the Urban County Program.

- N. Discussion and consideration to approve the City Services Billing Agreement with North Alamo Water Supply Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Utilities Department.) Attachment.

The City Manager stated this is a billing arrangement for water, wastewater, brush and capital improvement charges. In response to Commissioner Noriega, Mr. Salinas stated this is an administrative increase to reflect current fees; this does not affect the rate payer, rather this is paid from the money the City collects.

Commissioner Rivera, seconded by Commissioner Tafolla, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- O. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 100 South Cedro Street, also known as Lot 1, Block 4, Weslaco Original Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Mayor Pro-Tem Cuellar, seconded by Commissioner Pena, moved to approve items VI. O, P, Q, R, S, T, U, W, Y, and Z as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- P. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 110 North Pino Street, also known as Lot 5, 6, Block 15, Northside Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code

Enforcement Department.) Attachment.

See action of V.I.O.

- Q. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 111 North Cantu Street, also known as Lot 9.10, Block 11, Ramona Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of V.I.O.

- R. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 111 South Palmas Street, also known as Lot 11, Block 4, Weslaco Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of V.I.O.

- S. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 112 South Missouri Street, also known as Lot 7, Block 2, Weslaco Original Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of V.I.O.

- T. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 127 South Garza Street, also known as Lot 20, Block 2, Paloma Addition Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of V.I.O.

- U. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 230 North Pino Street, also known as Lot 1,

Block 10, Northside Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of VI.O.

- V. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 414 North Kansas Avenue, also known as Lot 8, Block 5, Gonzalez Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Commissioner Fox, seconded by Commissioner Tafolla, moved to approve the six-month time extension to run concurrent with the amount of time allotted for the demolition permit. The motion carried unanimously; Mayor Suarez was present and voting.

- W. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 509 South Texas Boulevard, also known as Lot 39-40, Block 42, Weslaco Original Townsite Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of VI.O.

- X. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 600 East Los Torritos, also known as Lot 16, Block 6, Ramona Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Commissioner Fox, seconded by Commissioner Tafolla, moved to approve the extension to run concurrent with the amount of time allowed by a building permit. The motion carried unanimously; Mayor Suarez was present and voting.

- Y. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 1301 East Davenport Street, also known as Lot 18, 19, 20, Block 10 Davenport #1 Subdivision, Hidalgo County, Texas as

dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of V.I.O.

- Z. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 2101 West Beaumont Drive, also known as Lot 9, Block 4, Expressway Heights Subdivision, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

See action of V.I.O.

VII. REPORT

- A. Financial Status including General Fund Balance and Credit Rating.

Mr. Bret Mann reported that the City of Weslaco is in good financial standing, with the goals set by the Finance Department to achieve an improved audit opinion and Standard and Poor's rating achieved, and a 25% of the General Fund balance reserved within three years. Mr. Mann also announced his upcoming retirement in November 2014.

- B. Update on Self-Performance by Public Utilities Department, including water, wastewater, and lift station systems.

Mr. David Salinas reported the Self-Performance is still meeting expectations: water treatment expenditures are currently at 75%, wastewater expenditures are at 66%. Due to this year being comparably very wet, or water revenues are at 60%, less than expected; wastewater revenues are at 73%.

VIII. EXECUTIVE SESSION

At 8:25 p.m., the Mayor announced the regular meeting to convene in Executive Session. At 8:28 p.m., the Mayor announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

- A. Pending Litigation - Consultation with City Attorney regarding Cause No. C-081-13 B, *Weslaco Health Facilities Development Corporation v. Knapp Medical Center, et.al.* as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

X. ADJOURNMENT

With no other business before the Commission, at 8:28 p.m. Mayor Pro-Tem Cuellar, seconded by Commissioner Pena, moved to adjourn the July 15, 2014 regular meeting. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth M. Walker

MAYOR PRO-TEM, J.F. "Johnny" Cuellar

COMMISSIONER, David R. Fox

COMMISSIONER, Olga M. Noriega

COMMISSIONER, Gerardo "Jerry" Tafolla

COMMISSIONER, Lupe Rivera

COMMISSIONER, Fidel L. Pena, III



P. O. Box 531827
Harlingen, TX 78553

July 24, 2014

Honorable Mayors and Members
of the City Councils of the following Texas cities:
Donna, Mercedes, Weslaco, San Benito, Harlingen, Laguna
Vista, San Juan, Los Fresnos, Santa Rosa, Elsa, Palmhurst,
Brownsville, Edinburg, La Joya, La Villa, and Progreso

Dear Mayors and Members of the City Councils:

Texas Gas Service Company, a division of ONE Gas, Inc. (the "Company") sends this written notice to inform you that it has extended the deadline for your city to take action on the Company's Cost of Service Adjustment ("COSA") until August 19, 2014.

The Company filed its annual COSA filing with each of the 34 cities in its Rio Grande Service Area on May 1, 2014. On June 24, 2014, the Company met with Geoffrey Gay, the attorney representing the many of the cities in the Company's Rio Grande Valley Service Area, and agreed to a settlement of the COSA request. A copy of the settlement agreement is attached to this letter for your reference. Because the settlement agreement includes approval of a "good cause" waiver to exceed the cap specified in the COSA tariff, all cities are required to approve the COSA request via ordinance in order to formally adopt and implement the settlement reached with Mr. Gay on behalf of the cities.

Section D of the tariff, approved by your city and effective on August 1, 2012, states:

D. REGULATORY REVIEW OF ANNUAL RATE ADJUSTMENT

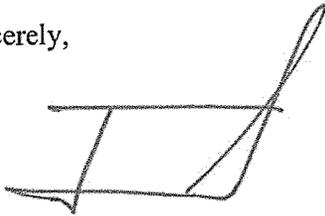
The regulatory authority with original jurisdiction will have a period of not less than ninety (90) days within which to review the proposed Cost of Service Adjustment...The rate adjustment shall take effect with the first billing cycle of August of each year.

The 90-day period specified in Section D of the COSA tariff ends on July 29, 2014. The Company understands that some cities will be unable to meet this July 29, 2014 deadline through no fault of their own. In addition, some cities have already approved the settlement agreement but have charter requirements that require additional readings before the approval is effective. Therefore, the Company

is extending the deadline for your city to approve the COSA until August 19, 2014. New rates reflecting the COSA amount will be implemented for all of the cities in the Rio Grande Valley Service Area for meters read on or after August 20, 2014.

Please continue with your plans to approve the COSA consistent with the settlement agreement before August 19, 2014, in accordance with the charter requirements for your City. If you anticipate any problems approving the COSA request by August 19, 2014, please contact Naomi Perales at 956.444.3953. Please also contact Ms. Perales with any other questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose De Alba". The signature is stylized with a large, sweeping loop at the end.

Jose De Alba
Director of Operations– Rio Grande Valley Service Area

Attachment

cc: Geoffrey Gay, Counsel for many of the RGVSA Cities

**RIO GRANDE VALLEY SERVICE AREA COST OF SERVICE ADJUSTMENT
FILED BY TEXAS GAS SERVICE COMPANY ON MAY 1, 2014**

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Texas Gas Service Company (“TGS” or the “Company”) and the cities of TGS’ Rio Grande Valley Service Area (“RGVSA”), which includes the Cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas (collectively, “RGVSA Cities”).

WHEREAS, this Settlement Agreement resolves all issues relating to the Cost of Service Adjustment (“COSA”) filed with the RGVSA Cities on May 1, 2014, in a manner that TGS and the RGVSA Cities (collectively, the “Signatories”) believe is consistent with the public interest, and the Signatories represent diverse interests;

WHEREAS, the Signatories believe that an appeal from municipal action on the filed COSA adjustment would be time-consuming and entail substantial additional expense for all parties and that the public interest will be served by adoption of an ordinance consistent with this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the RGVSA Cities the following Settlement Terms as a means of fully resolving all issues raised in the May 1, 2014 COSA Adjustment filed by TGS with the RGVSA Cities:

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. Said tariffs should allow TGS an additional \$936,000 in annual revenue as illustrated in the proof of revenues attached as part of Exhibit B to the Settlement Agreement. The Signatories agree that the \$936,000 revenue increase is a “black box” figure and is not tied to any specific expense in TGS’ underlying cost of service. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The rates, terms and conditions established by this Settlement Agreement shall take effect with the first billing cycle of August 2014.
2. The Signatories agree that the revenue increase shall be allocated based on the following percentages:

Residential	35.04%
Commercial	42.85%
Industrial	6.56%
Public Authority	5.61%
Transport – T1	7.03%
Transport – T2	2.92%
Total	100%

3. TGS agrees to reimburse the RGVSA Cities for their previously-incurred reasonable and necessary legal and consultant expenses associated with TGS' 2014 COSA Adjustment filed with the RGVSA Cities on May 1, 2014. Such reimbursement shall be made on or before thirty (30) days from the date that the last RGVSA City has taken action to adopt or approve this Settlement Agreement and upon the Company receiving legal invoices or other documentation reflecting the City's incurred costs. The Signatories agree that TGS is entitled to recover its reasonable expenses associated with the 2014 COSA filing with the RGVSA Cities, as well as those expenses reimbursed to the RGVSA Cities in connection with this filing, through a volumetric surcharge, and that such amount shall not be included in the calculation of the 5% band limiting the amount of any future COSA Adjustment.
4. The Signatories agree that within a reasonable time period the RGVSA Cities shall adopt ordinances approving the Settlement Agreement and establish rates and services for the RGVSA Cities consistent with those set forth in Exhibit A to this Settlement Agreement. The Signatories agree to make good faith efforts to encourage each RGVSA City to timely adopt an ordinance approving the Settlement Agreement.
5. The Signatories agree that all negotiations, discussion, conferences and drafts related to the Settlement Agreement are confidential, inadmissible, and not relevant to prove any issues associated with the 2014 COSA Adjustment filed by TGS with the RGVSA Cities pursuant to Texas law.
6. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the RGVSA Cities of an ordinance or resolution implementing this Settlement Agreement.
7. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon any Signatory outside this proceeding.
8. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 24th day of June 2014.

TEXAS GAS SERVICE COMPANY

By: Kate Norman
Kate Norman
Attorney for Texas Gas Service Company

RIO GRANDE VALLEY SERVICE AREA CITIES

By: Geoffrey M. Gay
Geoffrey Gay
Attorney for the City of McAllen and certain other Rio Grande Valley Service Area
Cities

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

RATE SCHEDULE 10

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, or nursing homes, for domestic purposes.

TERRITORY

All customers in the incorporated areas served by the Company in its Rio Grande Valley Service Area.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of \$11.25 plus -
All Ccf @ \$ 0.50521 per Ccf

OTHER ADJUSTMENTS

In addition to the Cost of Service set forth above, each customer's bill shall include the following adjustments:

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above, see Rate Schedule 1B.

CONDITIONS

Subject in all respects to applicable laws, rules, and regulations from time to time in effect.

Supersedes Same Sheet Dated
July 31, 2013

Meters Read On and After
July 29, 2014

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

RATE SCHEDULE 20

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule.

TERRITORY

All customers in the incorporated areas served by the Company in its Rio Grande Valley Service Area.

COST OF SERVICE RATE

During each monthly billing period:

- A Customer Charge per meter per month of \$31.25 plus (For Commercial Service)
- A Customer Charge per meter per month of \$18.75 plus (For Church Service)
- All Ccf @ \$ 0.36869 per Ccf

OTHER ADJUSTMENTS

In addition to the Cost of Service set forth above, each customer's bill shall include the following adjustments:

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above, see Rate Schedule 1B.

CONDITIONS

1. Subject in all respects to applicable laws, rules, and regulations from time to time in effect.
2. Delivery of Gas hereunder may be interrupted or curtailed at the discretion of the Company, in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residences, hospitals, schools, churches, and other human needs customers as prioritized in the Company's approved Curtailment Program.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

RATE SCHEDULE 30

INDUSTRIAL SERVICE RATE

APPLICABILITY

Service under this rate schedule is available to any customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

- | | |
|-------------------|--|
| Division B | - Mining - all Major Groups |
| Division D | - Manufacturing - all Major Groups |
| Divisions E and J | - Utility and Government - facilities generating power for resale only |

TERRITORY

All customers in the incorporated areas served by the Company in its Rio Grande Valley Service Area.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of \$66.85 plus -
All Ccf @ \$ 0.43229 per Ccf

OTHER ADJUSTMENTS

In addition to the Cost of Service set forth above, each customer's bill shall include the following adjustments:

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above, see Rate Schedule 1B.

CONDITIONS

1. Subject in all respects to applicable laws, rules, and regulations from time to time in effect.
2. Delivery of gas hereunder may be interrupted or curtailed at the discretion of the Company, in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residences, hospitals, schools, churches, and other human needs customers as prioritized in the Company's approved Curtailment Program.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

RATE SCHEDULE 40

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to all public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts.

TERRITORY

All customers in the incorporated areas served by the Company in its Rio Grande Valley Service Area.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of \$35.71 plus -
All Ccf @ \$ 0.39166 per Ccf

OTHER ADJUSTMENTS

In addition to the Cost of Service set forth above, each customer's bill shall include the following adjustments:

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above, see Rate Schedule 1B.

CONDITIONS

1. Subject in all respects to applicable laws, rules, and regulations from time to time in effect.
2. Delivery of gas hereunder may be interrupted or curtailed at the discretion of the Company, in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residences, hospitals, schools, churches, and other human needs customers as prioritized in the Company's approved Curtailment Program.

TRANSPORTATION SERVICE RATE

APPLICABILITY

Service under this rate schedule is available to any customer of Texas Gas Service Company ("Company") and to Qualified Suppliers or Producers supplying natural gas to be transported, pursuant to Rate Schedule T-GEN (General Charges, Provisions and Conditions) for the transportation of customer-owned natural gas through the Company's Rio Grande Valley distribution system for use by customers within the Company's Rio Grande Valley's Service Area or delivered to connecting pipelines. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

Prior to the execution of a Gas Transportation Service Agreement, customer must represent and certify that its usage shall average five hundred (500) Mcf of gas per month or six thousand (6,000) Mcf annually. The Company shall have the right at all reasonable times, upon prior notice to Customer, to enter onto Customer's premises and inspect Customer's facilities and operations to verify such capability. Customer must agree to notify the Company within a reasonable time if there is any change in Customer's usage. Should Customer's usage capability average less than five hundred (500) Mcf per month or six thousand (6,000) Mcf annually, Customer must so notify the Company and the Company may discontinue service hereunder except as provided in the Gas Transportation Service Agreement.

TERRITORY

All areas served by the Company in its Rio Grande Valley Service Area.

RATE

This rate shall be the sum of Part A, Part B, and Part C as described below.

Part A: A customer charge of \$127.82 per meter per month.

Part B: All volumes of natural gas transported during each month in accordance with this schedule shall be billed at the following Ccf charge:

All Ccf @ \$0.20284 per Ccf

Part C: "Additional Charges to Cost of Service Rate" pursuant to Rate Schedule T-GEN (General Charges, Provisions and Conditions).

CONDITIONS

See the "Special Provisions" and "Conditions" pursuant to Rate Schedule T-GEN (General Charges, Provisions and Conditions)

Supersedes Same Sheet Dated
July 31, 2013 (Incorporated only)

Meters Read On and After
July 29, 2014 (Incorporated only)

TRANSPORTATION SERVICE RATE

APPLICABILITY

Service under this rate schedule is available to any customer of Texas Gas Service Company ("Company") and to Qualified Suppliers or Producers supplying natural gas to be transported, pursuant to Rate Schedule T-GEN (General Charges, Provisions and Conditions) for the transportation of customer-owned natural gas through the Company's Rio Grande Valley distribution system for use by customers within the Company's Rio Grande Valley's Service Area or delivered to connecting pipelines. This rate schedule requires a one-year commitment for transportation service. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

TERRITORY

All areas served by the Company in its Rio Grande Valley Service Area.

RATE

This rate shall be the sum of Part A, Part B, and Part C as described below.

Part A: A customer charge of \$327.82 per meter per month.

Part B: All volumes of natural gas transported during each month in accordance with this schedule shall be billed at the following Ccf charge:

All Ccf @ \$0.05865 per Ccf

Part C: "Additional Charges to Cost of Service Rate" pursuant to Rate Schedule T-GEN (General Charges, Provisions and Conditions).

Minimum Monthly Bill of \$1,500 (from the sum of Part A and Part B)

CONDITIONS

See the "Special Provisions" and "Conditions" pursuant to Rate Schedule T-GEN (General Charges, Provisions and Conditions)

Worksheet F.1

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area
12 MONTHS ENDED 12/2013

Summary of Proposed Rate Adjustment

	(A) Settled and Approved Rates from 2009, Plus Cumulative Prior Yr COSA Adjustments	(B) Current Calendar Year Normalized Bills	(C) Current Calendar Year Normalized Volumes (CCF)	(D) Revenue at Current Rates	(E) COSA Adjustment Per Ccf	(F) New Rates	(G) Current Year Revenue Impact	(H) Avg customer Ccf usage per month (in current yr)	(I) Average Monthly Customer Bill Impact
RESIDENTIAL									
1 Customer Charge	\$ 11.25	771,000	9,654,607	\$ 6,673,750	\$ 0.03397	\$ 0.40521	\$ 327,932	12.52	0.43
2 All Ccf	\$ 0.47124	771,000	9,654,607	4,549,637					
3				13,223,387					
COMMERCIAL									
4 Customer Charge - Comm	\$ 31.25	39,346	1,229,625						
5 Customer Charge - Church	\$ 18.75	3,612	67,725						
6 All Ccf	\$ 0.34415	42,958	16,166,755	5,564,477	\$ 0.02461	\$ 0.36899	\$ 401,081	379.37	9.34
7				6,861,827					
INDUSTRIAL									
8 Customer Charge	\$ 66.65	636	42,517						
9 All Ccf	\$ 0.40323	636	2,111,346	851,358	\$ 0.02906	\$ 0.43229	\$ 61,365	3,319.73	96.49
10				893,875					
PUBLIC AUTHORITY									
11 Customer Charge	\$ 35.71	6,468	230,972						
12 All Ccf	\$ 0.36533	6,468	1,994,959	728,815	\$ 0.02653	\$ 0.39166	\$ 52,532	308.44	8.12
13				959,791					
Transportation									
T-1 (Regular)	\$ 127.62	504	64,421						
14 Customer Charge	\$ 0.19920	504	4,824,092	912,716	\$ 0.01364	\$ 0.20284	\$ 65,788	9,571.59	130.53
15 All Ccf				977,138					
16									
T-2 (Large) Volumes in Excess of Minimum Bill									
17 Customer Charge	\$ 327.62	164	53,762						
18 All Ccf	\$ 0.05471	164	6,923,384	378,778	\$ 0.05865	\$ 0.05865	\$ 27,302		
19				432,541					
T-2 (Large) Minimum Bill (no volumetric charge)									
20 Customer Charge	\$ 327.62	0	0						
21 All Ccf	\$ -	100	1,336,149	150,000					
22 Minimum Bill	\$ 1,500.00	100	1,336,149	150,000					
23									
24		264	8,261,533	582,541			\$ 27,302	31,293.69	103.42
Total T-2									
25 Other Transport		132							
26 Customer Charge		132	13,213,044						
27			13,213,044	320,209					
28		900	26,298,659	1,879,867					
28									
29 Service Charge and Other Revenue				411,066					
30 TOTAL		921,964	56,226,327	24,228,835			\$ 936,000		

check to Schedule A-1a

ORDINANCE NO. 2014-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESLACO, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S MAY 1, 2014 COST OF SERVICE ADJUSTMENT (“COSA”) FILING; GRANTING THE COMPANY’S REQUEST FOR A GOOD CAUSE WAIVER OF LANGUAGE IN SECTION C.5 OF THE COSA CLAUSE; DECLARING EXISTING RATES TO BE UNREASONABLE; APPROVING ATTACHED TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY’S AND TGS’ REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY’S AND THE CITY’S LEGAL COUNSEL; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Weslaco, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS’ 2009 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about May 1, 2014, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, TGS requested a good cause waiver to Section C.5 of the COSA clause to recognize a decline in revenue associated with a loss of customers during calendar year 2013; and

WHEREAS, the Company has requested a system wide increase of \$1,216,601; and

WHEREAS, the City coordinated a review of TGS' COSA filing and designated attorneys and consultants to resolve issues in the Company's COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City's rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City's attorney and consultant recommend that the City approve the Good Cause Waiver, a settlement of \$936,000 on a system wide basis and a modification of cost allocation factors; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company's COSA filing and the resulting rates are, as a whole, in the public interest.

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

Section 1. That the City Council finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 2. That the requested Good Cause Waiver is granted and a rate increase of \$936,000 on a system wide basis along with a modification to cost allocation factors is reasonable.

Section 3. Allocation factors shall be as follows:

Residential 35.04%; Commercial 42.85%; Industrial 6.56%; Public

Authority 5.61%; Transport-T1 7.03%; and Transport-T2 2.92%

Section 4. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 5. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 6. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. That the tariffs attached to this Ordinance shall become effective for meters read on and after July 29, 2014.

Section 9. That a copy of this Ordinance shall be sent to TGS, care of Jose De Alba, Director of Operations, at 5602 East Grimes Road, Harlingen, Texas 78550-1783, and to Geoffrey Gay, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., P. O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED on first reading this 15th day of July, 2014.

PASSED AND APPROVED on second and final reading this 5th day of August, 2014.

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Ramon Vela, City Attorney

ORDINANCE NO. 2014-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2112 W. PIKE BLVD., ALSO BEING 8.647 ACRES OUT OF FARM TRACT 152, WEST AND ADAMS TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM “R-1 ONE FAMILY DWELLING DISTRICT” TO “B-2 SECONDARY AND HIGHWAY DISTRICT.”

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

SECTION I: To rezone from “R-1 Single Family Dwelling District” to “B-2 Secondary and Highway District,” 8.647 acres out of Farm Tract 152, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of July, 2014.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of August, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**

ORDINANCE NO. 2014-09

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 3827 E. EXPRESSWAY 83, ALSO BEING ADAMS TRACT AN IRR TR N32.61'-E55.83' 0.02AC NET, HIDALGO COUNTY, TEXAS, FROM "R-1 ONE FAMILY DWELLING DISTRICT" TO "B-2 SECONDARY AND HIGHWAY DISTRICT."

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

SECTION I: To rezone from "R-1 Single Family Dwelling District" to "B-2 Secondary and Highway District," Adams Tract an IRR TR N32.61'-E55.83' 0.02AC NET, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of July, 2014.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of August, 2014.

CITY OF WESLACO

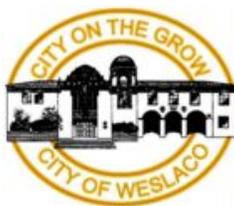
David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

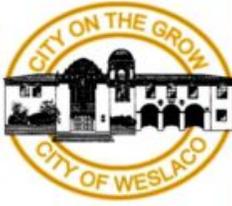
Ramon Vela, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: Aug. 5, 2014		Agenda Item No. (to be assigned by CSO): IV. C.	
From (name, title, department and who submitting on behalf of, if any): Arnoldo Becho, Library Director			
Subject: Request to authorize the Mayor to sign and execute the Federal Work-Study (America Reads) agreement between the City of Weslaco and the University of Texas-Pan American.			
Discussion: Discussion and consideration of the Work-Study agreement between the City of Weslaco and the University of Texas Pan-American (UTPA). This agreement allows the library to obtain student tutoring assistance (reading) for no charge, while providing financial aid opportunities to local and area students. The City has renewed this agreement and budgeted funds for this annually since the 1990's.			
Funding Source (budget code, if applicable): N/A			
Amount:	Term of Impact: 1 year(s)	Identified in Current Budget:	Y
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): None Yet			
Recommendation for Commission Action: The Library recommends approval			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"): The Work-Study (America Counts) contract is attached.			
Responsibilities upon Approval: The signature page found at the end of the plan The executed document must be faxed to UTPA and subsequently returned to them. Please notify the library after fax and provide a copy to the library. Expediency is recommended. Contact: Hernan Hernandez, hhhernandez@utpa.edu, Fax-(956)665 2032 Address: Student Financial Services - Work Study Office			

The University of Texas Pan America
1201 West University Dr
Edinburg, TX 78539-2999



Contract Coversheet

Entity Name: UTPA and the Federal Work Study Program		Date of Commission Authorization: 8/5/14
Purpose/Scope of Services: The City of Weslaco and the University of Texas Pan-American (UTPA). This agreement allows the library to obtain student tutoring assistance (Reading) for no charge, while providing financial aid opportunities to local and area students. The City has renewed this agreement and budgeted funds for this annually since the 1990's.		
Project/Grant Association: America Reads Federal Work-Study Program		
Effective Date: 8/5/14	Term Length: 1 year	Termination Notice/Evergreen: Yes <input checked="" type="checkbox"/>
Base Fee: None	Payment Terms: N/A	Billings Due: N/A
Contract Contact: [name and address] Hernan Hernandez, hhernandez@utpa.edu, Student Financial Services - Work Study Office The University of Texas Pan America 1201 West University Dr Edinburg, TX 78539-2999 Fax-(956)665 2032		Entity Signature: [date executed] Pending
Reporting Requirement, if any: None		Frequency: N/A
Accompanying Documents Required: <input type="checkbox"/> Liability Insurance <input type="checkbox"/> Performance Bond <input type="checkbox"/> Purchase Order <input type="checkbox"/> Exhibits _____		
Contract Type:		
<input type="checkbox"/> Collective Bargaining <input type="checkbox"/> Depository <input type="checkbox"/> Development Agreement <input type="checkbox"/> Ernest Money <input type="checkbox"/> Franchise <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Interlocal	<input type="checkbox"/> Lease <input type="checkbox"/> Legal <input type="checkbox"/> Membership <input type="checkbox"/> Memorandum of Understanding <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Mutual Aid <input type="checkbox"/> Professional Service	<input type="checkbox"/> Sales Contract <input type="checkbox"/> Service & Maintenance <input type="checkbox"/> Street Lights <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Volunteer <input type="checkbox"/> Water & Wastewater <input type="checkbox"/> Other: _____
Accountable Department:		

<input type="checkbox"/> City Manager's Office <input type="checkbox"/> City Secretary's Office <input type="checkbox"/> City Attorney's Office <input type="checkbox"/> Airport <input type="checkbox"/> Emergency Management <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Department <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input checked="" type="checkbox"/> Library <input type="checkbox"/> Municipal Court <input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Planning/Code Enforcement <input type="checkbox"/> Police Department <input type="checkbox"/> Public Facility <input type="checkbox"/> Public Utility <input type="checkbox"/> Other: _____
Notes:		
This Synopsis	Analyzed By: Arnaldo Becho	Created On: 7/8/14



The University of Texas-Pan American

Student Financial Services

September 1, 2014 to August 31, 2015

FEDERAL WORK-STUDY AGREEMENT America Reads Challenge

This Agreement is entered into between The University of Texas-Pan American, hereinafter known as the "Institution", and the America Reads Program with Weslaco Public Library, hereinafter known as the "Agency", a Federal, State, or local public agency or private non-profit organization within the meaning of that term as defined in section 675 of the regulations governing the Federal Work-Study Program, for the purpose of providing work to students eligible to participate in the Federal Work-Study Program. This agreement shall become effective at the date the Institution approves this agreement and shall continue until its termination at the request of either party upon 30 days written notice to the other party.

Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this agreement,¹ the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized.² These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non-state share of student compensation that the Agency will pay to the Institution. The institution will inform the Agency of the maximum number of hours per week a student may work.

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act to 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendment of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that the students will be supervised by a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked. The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this agreement. Time summary cards will be submitted by email of one on the listed individuals to the Work-Study Coordinator's Office at the Institution on a monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. Failure to adhere to these requirements can lead to termination of this agreement.

The Agency agrees that students placed with them to meet the Community Service expenditure requirement will directly perform duties in agency programs designed to improve the quality of life of all members of the community, primarily low-income individuals and/or provide support services to individuals with disabilities. Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

Students performing work on the project under this agreement will receive compensation of not more than \$1.93 per hour above the required minimum set by the Federal Fair Labor Standard Act, to be paid by the Institution. All payments due as employer's contribution under Federal Social Security laws will be made by the Institution. The Institution shall pay the student one hundred percent (100%) of the gross earnings from Federal Work Study Funds.

The Institution shall be deemed the employer of students participating with the Agency and may provide Workman's Compensation in case of injuries the student receives on the job under this agreement. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals they specifically designate.

Institution Representative:

Agency Representative:

Name: _____

Name: _____

Title: Vice President for Business Affairs

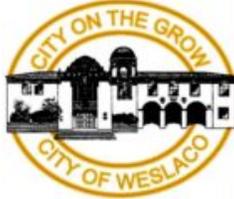
Title: _____

Date: _____

Date: _____

¹Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

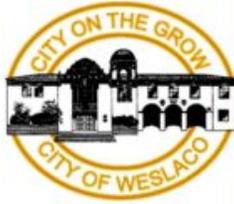
²No student may perform work on any project under the Federal Work-Study Program exceeding 20 hours per week while school is in session, and 40 hours per week while school is not in session.



Standardized Agenda Request Form

Date of Meeting: Aug. 5, 2014		Agenda Item No. (to be assigned by CSO): IV. C.	
From (name, title, department and who submitting on behalf of, if any): Arnoldo Becho, Library Director			
Subject: Request to authorize the Mayor to sign and execute the Federal Work-Study (America Counts) agreement between the City of Weslaco and the University of Texas-Pan American.			
Discussion: Discussion and consideration of the Work-Study agreement between the City of Weslaco and the University of Texas Pan-American (UTPA). This agreement allows the library to obtain student tutoring assistance (math) for no charge, while providing financial aid opportunities to local and area students. The City has renewed this agreement and budgeted funds for this annually since the 1990's.			
Funding Source (budget code, if applicable): N/A			
Amount:	Term of Impact: 1 year(s)	Identified in Current Budget: Y	
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): None Yet			
Recommendation for Commission Action: The Library recommends approval			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"): The Work-Study (America Counts) contract is attached.			
Responsibilities upon Approval: The signature page found at the end of the plan The executed document must be faxed to UTPA and subsequently returned to them. Please notify the library after fax and provide a copy to the library. Expediency is recommended. Contact: Hernan Hernandez, hhhernandez@utpa.edu, Fax-(956)665 2032 Address: Student Financial Services - Work Study Office			

The University of Texas Pan America
1201 West University Dr
Edinburg, TX 78539-2999



Contract Coversheet

Entity Name: UTPA and the Federal Work Study Program		Date of Commission Authorization: 8/5/14
Purpose/Scope of Services: The City of Weslaco and the University of Texas Pan-American (UTPA). This agreement allows the library to obtain student tutoring assistance (math) for no charge, while providing financial aid opportunities to local and area students. The City has renewed this agreement and budgeted funds for this annually since the 1990's.		
Project/Grant Association: America Counts Federal Work-Study Program		
Effective Date: 8/5/14	Term Length: 1 year	Termination Notice/Evergreen: Yes <input checked="" type="checkbox"/>
Base Fee: None	Payment Terms: N/A	Billings Due: N/A
Contract Contact: [name and address] Hernan Hernandez, hhernandez@utpa.edu, Student Financial Services - Work Study Office The University of Texas Pan America 1201 West University Dr Edinburg, TX 78539-2999 Fax-(956)665 2032		Entity Signature: [date executed] Pending
Reporting Requirement, if any: None		Frequency: N/A
Accompanying Documents Required: <input type="checkbox"/> Liability Insurance <input type="checkbox"/> Performance Bond <input type="checkbox"/> Purchase Order <input type="checkbox"/> Exhibits _____		
Contract Type:		
<input type="checkbox"/> Collective Bargaining <input type="checkbox"/> Depository <input type="checkbox"/> Development Agreement <input type="checkbox"/> Ernest Money <input type="checkbox"/> Franchise <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Interlocal	<input type="checkbox"/> Lease <input type="checkbox"/> Legal <input type="checkbox"/> Membership <input type="checkbox"/> Memorandum of Understanding <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Mutual Aid <input type="checkbox"/> Professional Service	<input type="checkbox"/> Sales Contract <input type="checkbox"/> Service & Maintenance <input type="checkbox"/> Street Lights <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Volunteer <input type="checkbox"/> Water & Wastewater <input type="checkbox"/> Other: _____
Accountable Department:		

<input type="checkbox"/> City Manager's Office <input type="checkbox"/> City Secretary's Office <input type="checkbox"/> City Attorney's Office <input type="checkbox"/> Airport <input type="checkbox"/> Emergency Management <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Department <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input checked="" type="checkbox"/> Library <input type="checkbox"/> Municipal Court <input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Planning/Code Enforcement <input type="checkbox"/> Police Department <input type="checkbox"/> Public Facility <input type="checkbox"/> Public Utility <input type="checkbox"/> Other: _____
Notes:		
This Synopsis	Analyzed By: Arnaldo Becho	Created On: 7/8/14



The University of Texas-Pan American

Student Financial Services

September 1, 2014 to August 31, 2015

FEDERAL WORK-STUDY AGREEMENT America Counts Challenge

This Agreement is entered into between The University of Texas-Pan American, hereinafter known as the "Institution", and the America Counts Program with Weslaco Public Library, hereinafter known as the "Agency", a Federal, State, or local public agency or private non-profit organization within the meaning of that term as defined in section 675 of the regulations governing the Federal Work-Study Program, for the purpose of providing work to students eligible to participate in the Federal Work-Study Program. This agreement shall become effective at the date the Institution approves this agreement and shall continue until its termination at the request of either party upon 30 days written notice to the other party.

Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this agreement,¹ the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized.² These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non-state share of student compensation that the Agency will pay to the Institution. The institution will inform the Agency of the maximum number of hours per week a student may work.

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act to 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendment of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that the students will be supervised by a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked. The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this agreement. Time summary cards will be submitted by email of one on the listed individuals to the Work-Study Coordinator's Office at the Institution on a monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. Failure to adhere to these requirements can lead to termination of this agreement.

The Agency agrees that students placed with them to meet the Community Service expenditure requirement will directly perform duties in agency programs designed to improve the quality of life of all members of the community, primarily low-income individuals and/or provide support services to individuals with disabilities. Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

Students performing work on the project under this agreement will receive compensation of not more than \$1.93 per hour above the required minimum set by the Federal Fair Labor Standard Act, to be paid by the Institution. All payments due as employer's contribution under Federal Social Security laws will be made by the Institution. The Institution shall pay the student one hundred percent (100%) of the gross earnings from Federal Work Study Funds.

The Institution shall be deemed the employer of students participating with the Agency and may provide Workman's Compensation in case of injuries the student receives on the job under this agreement. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals they specifically designate.

Institution Representative:

Agency Representative:

Name: _____

Name: _____

Title: Vice President for Business Affairs

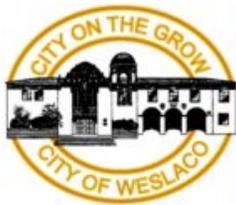
Title: _____

Date: _____

Date: _____

¹Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

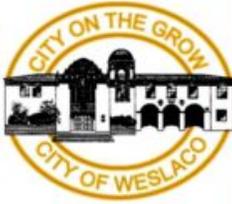
²No student may perform work on any project under the Federal Work-Study Program exceeding 20 hours per week while school is in session, and 40 hours per week while school is not in session.



Standardized Agenda Request Form

Date of Meeting: Aug. 5, 2014		Agenda Item No. (to be assigned by CSO): IV. C.	
From (name, title, department and who submitting on behalf of, if any): Arnoldo Becho, Library Director			
Subject: Request to authorize the Mayor to sign and execute the Federal Work-Study (America Reads) agreement between the City of Weslaco and the University of Texas-Pan American.			
Discussion: Discussion and consideration of the Work-Study agreement between the City of Weslaco and the University of Texas Pan-American (UTPA). This agreement allows the library to obtain student help at a discount, while providing financial aid opportunities to local and area students. The City has renewed this agreement and budgeted funds for this annually since the 1990's.			
Funding Source (budget code, if applicable): 01-541-2095			
Amount: \$11,500	Term of Impact: 1 year(s)	Identified in Current Budget: Y	
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): None Yet			
Recommendation for Commission Action: The Library recommends approval			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"): The Work-Study (America Counts) contract is attached.			
Responsibilities upon Approval: The signature page found at the end of the plan The executed document must be faxed to UTPA and subsequently returned to them. Please notify the library after fax and provide a copy to the library. Expediency is recommended. Contact: Hernan Hernandez, hhhernandez@utpa.edu, Fax-(956)665 2032			

Address: Student Financial Services - Work Study Office
The University of Texas Pan America
1201 West University Dr
Edinburg, TX 78539-2999



Contract Coversheet

Entity Name: UTPA and the Federal Work Study Program		Date of Commission Authorization: 8/5/14
Purpose/Scope of Services: Presented within is the Work-Study agreement between the City of Weslaco and the University of Texas Pan-American (UTPA). This agreement allows the library to obtain student help at a discount, while providing financial aid opportunities to local and area students. The City has renewed this agreement and budgeted funds for this annually since the 1990's.		
Project/Grant Association: Community Service Federal Work-Study Program		
Effective Date: 8/5/14	Term Length: 1 year	Termination Notice/Evergreen: Yes <input checked="" type="checkbox"/>
Base Fee: 40% of gross student earnings	Payment Terms: UTPA invoices the library	Billings Due: Monthly
Contract Contact: [name and address] Hernan Hernandez, hhhernandez@utpa.edu, Student Financial Services - Work Study Office The University of Texas Pan America 1201 West University Dr Edinburg, TX 78539-2999 Fax-(956)665 2032		Entity Signature: [date executed] Pending
Reporting Requirement, if any: None		Frequency: N/A
Accompanying Documents Required: <input type="checkbox"/> Liability Insurance <input type="checkbox"/> Performance Bond <input type="checkbox"/> Purchase Order <input type="checkbox"/> Exhibits _____		
Contract Type:		
<input type="checkbox"/> Collective Bargaining <input type="checkbox"/> Depository <input type="checkbox"/> Development Agreement <input type="checkbox"/> Ernest Money <input type="checkbox"/> Franchise <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Interlocal	<input type="checkbox"/> Lease <input type="checkbox"/> Legal <input type="checkbox"/> Membership <input type="checkbox"/> Memorandum of Understanding <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Mutual Aid <input type="checkbox"/> Professional Service	<input type="checkbox"/> Sales Contract <input type="checkbox"/> Service & Maintenance <input type="checkbox"/> Street Lights <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Volunteer <input type="checkbox"/> Water & Wastewater <input type="checkbox"/> Other: _____
Accountable Department:		

<input type="checkbox"/> City Manager's Office <input type="checkbox"/> City Secretary's Office <input type="checkbox"/> City Attorney's Office <input type="checkbox"/> Airport <input type="checkbox"/> Emergency Management <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Department <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input checked="" type="checkbox"/> Library <input type="checkbox"/> Municipal Court <input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Planning/Code Enforcement <input type="checkbox"/> Police Department <input type="checkbox"/> Public Facility <input type="checkbox"/> Public Utility <input type="checkbox"/> Other: _____
Notes:		
This Synopsis	Analyzed By: Arnaldo Becho	Created On: 7/8/14



The University of Texas-Pan American

Student Financial Services

September 1, 2014 to August 31, 2015

FEDERAL WORK-STUDY AGREEMENT Community Service Agency

This Agreement is entered into between The University of Texas-Pan American, hereinafter known as the "Institution", with Weslaco Public Library, hereinafter known as the "Agency", a Federal, State, or local public agency or private non-profit organization within the meaning of that term as defined in section 675 of the regulations governing the Federal Work-Study Program, for the purpose of providing work to students eligible to participate in the Federal Work-Study Program. This agreement shall become effective at the date the Institution approves this agreement and shall continue until its termination at the request of either party upon 30 days written notice to the other party.

Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this agreement,¹ the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized.² These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non-state share of student compensation that the Agency will pay to the Institution. The institution will inform the Agency of the maximum number of hours per week a student may work.

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act to 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendment of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that the students will be supervised by a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked. The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this agreement. Time summary cards will be submitted by email of one on the listed individuals to the Work-Study Coordinator's Office at the Institution on a monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program.

The Agency agrees that students placed with them to meet the Community Service expenditure requirement will directly perform duties in agency programs designed to improve the quality of life of all members of the community, primarily low-income individuals and/or provide support services to individuals with disabilities. Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

Students performing work on the project under this agreement will receive compensation of at least the required minimum set by the Federal Fair Labor Standard Act, to be paid by the Institution. All payments due as employer's contribution under Federal Social Security laws will be made by the Institution. The Agency will pay to the Institution an amount calculated to be 40% of the gross monthly earnings to cover the Agency's share of the compensation of students employed under this agreement. The Agency will be responsible for 100% of gross monthly earnings for time cards not submitted timely. The Agency further agrees to promptly remit payment to the Comptroller's Office upon receiving statement of said earnings.

The Institution shall be deemed the employer of students participating with the Agency and may provide Workman's Compensation in case of injuries the student receives on the job under this agreement. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals they specifically designate.

Institution Representative:

Agency Representative:

Name _____

Name _____

Title Vice President for Business Affairs

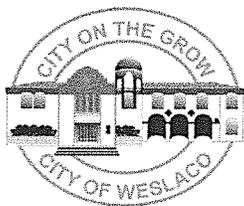
Title _____

Date _____

Date _____

¹Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

²No student may perform work on any project under the Federal Work-Study Program exceeding 20 hours per week while school is in session, and 40 hours per week while school is not in session.



Standardized Agenda Request Form

Date of Meeting: August 5, 2014	Agenda Item No. (to be assigned by CSO): IV. D.
From (name, title, department and who submitting on behalf of, if any): Homer Rhodes, Buyer II – Purchasing	
Subject: To declare and dispose of surplus from City Departments: Additional listing of equipment, and miscellaneous items through public auction accordingly per City Ordinance #86-8.	
Discussion: Additional items to be declared surplus and sold at the City Public Auction on August 16, 2014	
Additional Action Prompted: <input type="checkbox"/> Mayor’s Signature <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of Public Auction will be published August 6th and August 13th 2014 in the Mid Valley Town Crier. The Auction will then be held on Saturday – August 16, 2014	
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A	
Recommendation for Commission Action: To declare additional items listed by City Departments surplus and authorize City personnel to dispose of such items through public auction.	
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): Departmental listing of vehicles, additional listing of equipment, and miscellaneous items, and copy of City Ordinance #86-8,	
Responsibilities upon Approval: Auction will be scheduled to take place at the Public Facilities Building on August 16, 2014 and all surplus items will be sold through auction to highest bidder.	

CITY OF WESLACO - SURPLUS FY 2013-14						
ADDITIONAL LISTING OF CITY MOTORCYCLES, VEHICLES - MACHINERY & EQUIP.						
PENDING APPROVAL FOR AUCTION						
DEPT: Purchasing Office						
YEAR		MODEL		UNIT #	VIN #	MILEAGE
2008	PD	Harley Davidson Motorcycle		603	1HD1FMM148Y671213	
2008	PD	Harley Davidson Motorcycle		604	1HD1FMM128Y668939	
2009	PD	Harley Davidson Motorcycle	S	601	1HD1FMM149Y645647	
2009	PD	Harley Davidson Motorcycle	S	602	1HD1FMM139Y648992	
2000	PD	Ford Crown Vic		605	2FAFP71W5YX168799	
2000	PK	Ford Crown Vic		836	2FAFP71W2YX173605	
	PUD	Ford Vactor Truck		438	1FDXR80V2CVA41805	Scrap Metal
	PF	Massey Ferguson 240		335	144191	
	PUD	International Case 485				
	PK	Scag Tiger Mower				
	PK	Snapper Rider Mower			ZF2100DKU	
	PK	Cub Cadet Mower			1A198G9009	
	PK	Work Horse EZ-GO			1325742	
	PK	JD Gator 4 x 2			W004X2X060985	
	PK	JD 997 Z Trak Mower			DM997SB010408	
	PF	Michigan Tractor / Front Loader		314	C-3WA9-110	
	FD	Alumimun Boat w/ Trailer			PLR59019M80A / 983-469	

CITY OF WESLACO – SURPLUS FY 2013-14
MISCELLANEOUS ITEMS
PENDING APPROVAL FOR AUCTION

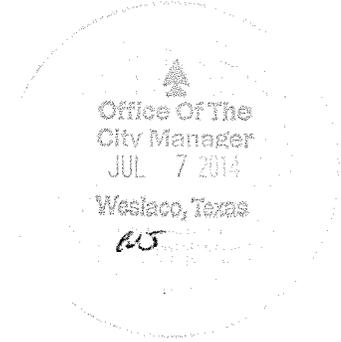
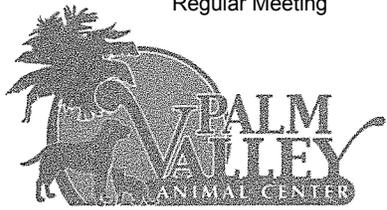
DEPT: WESLACO POLICE DEPARTMENT

DESCRIPTION	QTY.	SERIAL	MODEL #	CITY TAG
REAR SEAT CUSHION (LOWER)(FORD CROWN VIC)	9	N/A		
REAR SEAT CUSHION (BACK)(FORD CROWN VIC)	9	N/A		
LIGHTBAR	11	N/A		
REAR DOOR PANEL (LEFT) (FORD CROWN VIC)	8	N/A		
REAR DOOR PANEL (RIGHT) (FORD CROWN VIC)	8	N/A		
REAR DOOR PANEL (LEFT) (CHEVY TAHOE)	9	N/A		
REAR DOOR PANEL (RIGHT) (CHEVY TAHOE)	9	N/A		
PUSH BUMPER (ALUMINUM)	14	N/A		
PARTITION (TRANSPORT CAGE) (FORD CROWN VIC)	20	N/A		
K-9 KENNEL (ALUMINUM) (FORD CROWN VIC)	1	N/A		
MOBILE VISION VHS ARMORED VIDEO RECORDER	7			
REAR SEAT (SMALL) (CHEVY TAHOE)	11	N/A		
REAR SEAT (LARGE) (CHEVY TAHOE)	11	N/A		
RADAR (GENESIS) HANDHELD W/CASE	2			
MISCELLANEOUS POLICE DUTY BELT W/ACCESSORIES	3	N/A		
CENTER CONSOLE (FORD CROWN VIC)	9	N/A		
MOBILE VISION (ROOF MOUNT DISPLAY/CONTROLLER)	9	N/A		
MOBILE VISION (COLOR CAMERA)	10			
TRANSPORT SEAT (MISCELLANEOUS)	1	N/A		
AIR DAM (FRONT SPOILER) (CHEVY TAHOE)	8	N/A		
WHEELS/TIRES CHROME (CHRYSLER 300)	2	N/A		
WHEELS/TIRES CHROME (CHEVY TRUCK)	4	N/A		



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): IV. E.	
From (name, title, department and who submitting on behalf of, if any): Mardoqueo Hinojosa, P.E., Interim Planning Director/City Engineer, on behalf of Palm Valley Animal Center			
Subject: Discussion and consideration to approve 2014-2015 Intergovernmental Cooperative Agreement with Palm Valley Animal Center. The agreement will continue participation in the ongoing operation of the Weslaco Animal Shelter. The Intergovernmental Cooperative Agreement will be in effect for one year, starting from October 1, 2014 through September 30, 2015.			
Discussion: Agreement allows for adoptable animals to be taken to Palm Valley Animal Center for housing, care and possible adoption. Program provides mandatory spaying and neutering of all animals adopted. The cost for delivered animal is \$110.			
Funding Source (budget code, if applicable): General Fund			
Amount: \$	Term of Impact: #[] year(s)	Identified in Current Budget: Yes	
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Staff recommends approval			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): Intergovernmental Agreement			
Responsibilities upon Approval: Planning Director will submit executed documents to Palm Valley			



BOARD OF DIRECTORS

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

OFFICERS

Brandon Wallace,
President

Carlos Yzaguirre,
Vice-President

Brent Baldree,
Secretary

Melodye Scoggins,
Treasurer

Barbara Guerra,
Past President

BOARD MEMBERS

Steve Bentsen, DVM

Adelle Bottom

Daniel Galvan

Amanda Gomez

Bruce Gray, DVM

Joseph Holand

John King

Jon E. Madsen

John McQueeney

Charles L. Meyer

F. Neal Runnels

John Sigrist

City Manager,

Enclosed, please find two proposed, signed copies of the 2014-2015 Intergovernmental Cooperative Agreement. The contract is essentially the same as the previous year, apart from a few possible formatting adjustments. The rates remain the same as the 2013-2014 contract.

I have sought to get the contract to you as early as possible in order to allow you time for budgetary considerations. If possible, I would like to have all municipal contracts completed by the 1st of September. If you prefer, you may sign the respective copies, scan and e-mail the document to me. The 2nd copy is provided for your convenience if you would prefer to use the traditional mailing route.

I am also available if you would like for me to make a presentation to your council or if you have any questions. Please let me know if I can be of any service to the City of Weslaco.

Respectfully,

Tim Ousley
Executive Director
tim@pvaconline.com

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE OPERATION OF A REGIONAL ANIMAL SHELTER**

I.

Parties:

The Parties to this Agreement are ***THE PALM VALLEY ANIMAL CENTER***, a Texas Non-Profit Corporation, hereinafter referred to as ***The Animal Center***, whose principal place of business is on Trenton Road, in the City of Edinburg, Hidalgo County, Texas, and the ***CITY OF WESLACO***, governmental entity located in Hidalgo County, Texas, hereinafter referred to as ***The City***.

II.

Purpose:

- A. ***Whereas The Animal Center*** has operated an Animal Adoption program and Regional Animal Shelter in Hidalgo County since 1983;
- B. ***Whereas The City*** desires to continue its participation in the ongoing operation of a Regional Animal Shelter in conjunction with ***The Animal Center*** and other governmental entities in Hidalgo County;
- C. ***Therefore, The Parties*** hereby mutually agree as set out below:

III.

The Animal Center agrees:

- A. To provide a facility which complies with all requirements of the Texas Health and Safety Code Chapter 823 and all other relevant regulations, for the operation of a Regional Animal Shelter;
- B. To provide a Regional Animal Shelter for housing and care of any and all animals delivered to the Regional Animal Shelter by the City;
- C. To provide a program of mandatory spaying and neutering of all animals adopted from the Regional Animal Shelter in accordance with Chapter 828 of the Texas Health and Safety Code;
- D. To maintain the Regional Animal Shelter on a 24-hour basis with an assistance shelter manager on call 24-hours a day for shelter emergencies;

- E. To maintain office hours Monday through Saturday from 10 a.m. to 6 p.m. and 10 a.m. to 4 p.m. on Sunday;
- F. To notify *The City* of the date, time and location of all meetings of *The Animal Center's* Board of Directors. A representative of *The City* is welcome to attend all board meetings. Any representative of *The City* who wishes to be placed on the agenda to address the board must notify the Animal Center in writing 48 hours in advance of the meeting. Any action taken by *The Animal Center* shall be at the Sole discretion of the Board of Directors.
- G. To provide a logbook where each Animal Control Officer can note any complaint as well as the date and time the complaint was made. The Shelter manager will then investigate complaints and respond to the Animal Control Officer as soon as reasonably possible;
- H. To provide an area where *The City's* Animal Control Officer may rinse out waste material from their trucks after dropping off animals;
- I. To accept responsibility for the acts and/or omissions of employees of the Regional Animal Shelter while acting within the course and scope of their employment and hold *The City* harmless from any claims resulting from those acts and/or omissions;
- J. To accept responsibility for the condition and operation of the Regional Animal Shelter and hold *The City* harmless from any claims resulting from that condition and operation;
- K. To maintain during the life of this Agreement a policy of liability insurance in an amount equal to the value of the Regional Animal Shelter and its contents;
- L. *The Animal Center* expressly denies any liability for the acts and/or omissions of the employees or agents of *The City* and for the capture and transportation of animals to the Regional Animal Shelter until such animal is actually in the care, custody and control of *The Animal Center*; and
- M. To provide monthly statements to *The City* setting out the total number of animals received in the preceding month and the total amount due from *The City*.
- N. To assist *The City* with educational materials and presentations regarding the humane treatment of animals. *The Animal Center* shall coordinate with *The City* to develop presentations for the local cable network regarding proper humane care of pets.

IV.

The City agrees:

- A. To pay the sum of One Hundred Ten (110.00) Dollars per animal delivered to the Regional Animal Shelter during the term of this Agreement on or before the 15th day of the month in which a statement is received from *The Animal Center*;
- B. To pay the sum of One Hundred Fifteen (115.00) Dollars per animal pulled from *The City's* facility by *The Animal Center's* authorized agent.
- C. To deliver all animals designated by the authority of *The City* to the Regional Animal Shelter in a safe and humane manner;
- D. To provide disinfectant to each of its Animal Control Officers delivering animals to the Regional Animal Shelter for use during the rinsing out of *The City's* trucks;
- E. To require each Animal Control Officer to clean up the rinse out area after cleaning their trucks so that the area is ready for the next user;
- F. To train each Animal Control Officer in the proper preparation of the necessary paperwork when dropping off animals at the Regional Animal Shelter;
- G. To provide training to *The City's* new Animal Control officers for the safe and humane control of animals;
- H. To assist *The Animal Center* in the development of presentations for the local cable network regarding proper humane care of pets

V.

The failure of *The City* to pay the sums required in Part IV, A, or B above, within 30 days of billing by *The Animal Center*, shall terminate shelter privileges for *The City* until said sums are paid, unless otherwise agreed in writing by the Parties.

VI.

This Agreement shall only be amended by written mutual agreement of the Parties. This Agreement contains all of the terms of the agreements of the Parties. This Agreement shall be in effect for one year, starting from October 1, 2014 through September 30, 2015.

VII.

Neither *The Animal Center* or *The City* shall terminate this agreement nor take any adverse action against the other party without first giving written notice of the problem and advising the other party of its right to cure such problem. If the party corrects or cures the problem within the specified 30-day period, then no adverse action related to this Agreement shall be taken by either participant.

It is the intent of the parties that litigation be avoided and in order to allow for quick resolution of any and all disputes, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of dispute resolution, in accordance with its guidelines.

VIII.

The City, at its own expense, may audit the financial records of *The Animal Center* from time to time from the latest fiscal year for transactions involving expenditures of funds from *The City*, arising under this contract. The audit shall not extend to all transactions of *The Animal Center*, but only to those transactions, which relate directly to services provided to *The City*. At the written request of *The City*, *The Animal Center* will furnish *The City* with a copy of *The Animal Center's* budget which relates to the expenditure of funds of *The City* arising under this contract. *The Animal Center* agrees to reasonably cooperate with audit inquiries relating to such budget and expenditures arising out of this contract.

IN WITNESS THEREOF, *The City* and *The Animal Center* have executed this agreement as of the date first above written.

ATTEST:

City of Weslaco, Texas

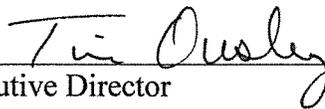
By: _____

By: _____

Title: City Secretary

Title: _____

Palm Valley Animal Center



Executive Director

Approved as to form:

City Attorney

CITY OF WESLACO
Standardized Agenda Recommendation Form

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> X </u>
PLANNING & ZONING	<u> </u>	DATE SUBMITTED	<u> </u>
CIVIL SERVICE COMM.	<u> </u>	MEETING DATE	<u> </u>
OTHER:	<u> </u>		

1. *Agenda Item: Approval to enter into a Memorandum of Understanding with Texas A&M Engineering Extension Service, Texas Task Force One Member (City Employee George Garrett) and the City of Weslaco*

2. *Requested By: - George Garrett Homeland Security & Emergency Management Director*

3. *Nature of Request: Enter into a Memorandum of Understanding between Texas A&M Extension Service (Texas Task Force One) authorizing George Garrett (EMC, Homeland Security Director for the City of Weslaco) to become and active and participating member of Texas Task Force One and allow for the deployment of the Member as required by this Memorandum of Understanding for a period of four (4) years. Cost for deployment to be reimbursed as outline in the agreement.*

Attachments: X Yes ___ No

4. *Policy Affected: None*

5. *Budgeted: = Yes = X No = N/A*

*Budgeted Amount: =
Over/(Under) Budget: =*

Bid Amount: =

6. *Alternate Option Costs: -*

7. **ROUTING:**

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>George Garrett</u>		<u>7-18-14</u>	<u>YES</u>
b)	<u> </u>	<u> </u>	<u> </u>
c)	<u> </u>	<u> </u>	<u> </u>

8. **STAFF RECOMMENDATION: -**

9. **ADVISORY BOARD: _____ APPROVED _____ DISAPPROVED _____ NONE**

10. **CITY ATTORNEY: _____ APPROVED _____ DISAPPROVED _____ NONE**

11. **CITY MANAGER: _____ APPROVED _____ DISAPPROVED _____ NONE**

12. **ACTION TAKEN:** _____



Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service
And
Texas Task Force One Member
And
The Participating Agency/Employer

An agreement entered into this 1st day of November, 2013 by and between Texas Task Force One (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and George Garrett (Member) and his/her employer City of Weslaco, located in Weslaco, Texas (Participating Agency/Employer).

I. PURPOSE

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan and Public law 93-288.

II. SCOPE

The provisions of this Memorandum of Understanding (MOU) apply to US&R activities performed at the request of the State of Texas provided at the option of the Participating Agency/Employer and the **Member**. These activities may be in conjunction with, or in preparation of, a state or federal declaration of disaster.

The scope of this MOU also includes training activities mandated by TEEX to maintain Task Force operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall begin as of the date of the last signature and shall terminate October 31, 2018 or as described in section IX of this MOU.

IV. DEFINITIONS

- A. **Activation:** The process of mobilizing TX-TF1 members to deploy to a designated disaster site. When TX-TF1 responds to such a mobilization request, the TX-TF1 members are required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within four hours of activation notice.
- B. **Alert:** The process of informing TX-TF1 members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
- C. **Backfill:** The assignment of personnel by a participating agency to meet their minimum level of staffing to replace a deployed TX-TF1 member.
- D. **De-Activation:** The process of de-mobilizing TX-TF1 members upon notification from the State to stand down.
- E. **Director:** The Director of TEEX.

- F. Individual Resource: A rostered TX-TF1 member that is self-employed and is not associated with a Participating Agency/Employer.
- G. Participating Agency/Employer: A TX-TF1 Member's employer, which by execution of this MOU, has provided official sanction of TX-TF1 and supports the TX-TF1 Member's involvement within TX-TF1.
- H. Personnel Rehabilitation Period: The period sometimes allowed by the requesting agency for TX-TF1 members' rehabilitation to normal conditions of living following activation.
- I. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by TX-TF1 members in performance of their duties as a deployed TX-TF1 member.
- J. State: For the purpose of this MOU, the State of Texas.
- K. Support Specialist: A person who assists with administrative or other support during mobilization, ground transportation, and demobilization of TX-TF1.
- L. Task Force/Strike Team: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.
- M. Task Force Sponsored Training: Training and/or exercises performed at the direction and control of TX-TF1.
- N. Task Force Sanctioned Training: Training and/or exercises performed at the direction and control of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of the TX-TF1 member and the Task Force. Task Force sanctioned training shall be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.
- O. TEEX: Texas A&M Engineering Extension Service, a state agency, a member of the Texas A&M University System, and the sponsoring agency for TX-TF1.
- P. TX-TF1 members: The collective membership of all rostered TX-TF1 members. TX-TF1 members may be singularly referred to as member.
- Q. Urban Search and Rescue (US&R): Specialized tactics, personnel, and equipment suited to the unique search, rescue, and recovery problems associated with natural or man-made disasters.

V. RESPONSIBILITIES

- A. TEEX shall be responsible for the following:
 - 1. Recruiting and organizing a Task Force.
 - 2. Ensuring that each TX-TF1 member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 - 3. Administrative, financial and personnel management as they relate to TX-TF1 and performing all financial requirements as set forth herein.
 - 4. Developing, implementing, and exercising a notification and call-out system for TX-TF1 members.

5. Coordination between the State, Participating Agencies/Employers, other relevant governmental and private entities, and the individual TX-TF1 members.
 6. Maintaining a primary contact list for all TX-TF1 members.
 7. Maintaining personnel files on all TX-TF1 members for the purpose of documenting training records, emergency notification, and other documentation as required by the State.
- B. The Participating Agency/Employer shall be responsible for:
1. Maintaining a roster of all its personnel participating in TX-TF1 activities.
 2. Providing a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities.
 3. Providing all personal protective equipment and uniforms as required by TX-TF1.
 4. Providing all tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 5. Maintaining all tools and equipment in the US&R cache in a ready state.
 6. Providing training to TX-TF1 members. Training shall be consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 7. Providing administrative support to employee members of TX-TF1, i.e. "time off" when fiscally reasonable to do so for TX-TF1 activities such as training, meetings, and actual deployments.
 8. The submission of personnel reimbursement claims within forty-five (45) days of official de-activation of the TX-TF1 member(s).
- C. The **Member** is responsible for the following:
1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position in a wide range of environments per TX-TF1 SOG, vol.1 ref 1-09 sec.1.01.
 2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 3. Maintain support from your Participating Agency/Employer to participate in TX-TF1 activities.
 4. Advise employer of TX-TF1 activities that may require time off work.
 5. Advise TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System".
 6. Ensure availability for immediate call-out during the period **Member's** assigned team is first on rotation for call-out.
 7. Respond immediately to call-out with acceptance or refusal of current mission request and arrive within 4 hours from time of call-out to the assigned point of assembly (POA).
 8. Maintain all equipment issued by TX-TF1 or Participating Agency in a ready state and

- notify of any lost, stolen or damaged items assigned to **Member**.
9. Completing and documenting the required immunizations listed in Attachment A.
 10. Be prepared to operate in the disaster environment for not more than fourteen (14) consecutive days.
 11. Follow the TX-TF1 Policies and Procedures as published at www.texas-task-force-1.org.

VI. PROCEDURES

A. Activation

1. Upon request or permission from the State of Texas for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI. B.
2. TEEX shall communicate an alert and/or activation notices to TX-TF1 members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TEEX will notify TX-TF1 members of activation of TX-TF1.
2. Upon arrival at the POA, the State representative will provide initial briefings, maps, and any other items essential to the initial set-up and support of TX-TF1.
3. When TX-TF1 is activated, Participating Agency will be responsible for the movement of TX-TF1 members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport to include reimbursement for use of participating agency vehicles during the deployment.

C. Management

1. TEEX will have overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. Task Force Sponsored Training and Exercises

Periodically TX-TF1 members will be requested or required to attend Task Force sponsored training or exercises. Task Force sponsored training or exercises shall be performed at the direction and control of TX-TF1 in order to develop the technical skills of TX-TF1 members.

B. Task Force Sanctioned Training and Exercises

Periodically TX-TF1 members will be required and/or invited to attend Task Force sanctioned training and/or exercises. Task Force sanctioned training and exercises may be performed at the direction and control of TEEX, a Participating Agency/Employer, or the State of Texas in order to develop and maintain the US&R capabilities of TX-TF1.

C. Non-Sponsored and/or Non-Sanctioned Training and Exercises

Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction and control of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of TX-TF1.

D. Minimum Training Requirements

All TX-TF1 members are required to maintain the skills and abilities identified in the position

description requirements (PD).

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Participating Agencies/Employers

1. TEEX shall reimburse Participating Agencies/Employers for each of their employees deployed as a TX-TF1 member for payroll associated costs during TX-TF1 members' participation in state disaster deployments. This reimbursement will be in accordance with the TX-TF1 Pay Policy and will require Participating Agencies/Employers to submit supporting documentation to TEEX prior to reimbursement.
2. TEEX will reimburse the Participating Agency/Employer for cost of backfilling TX-TF1 members while activated. This shall consist of expenses generated by the replacement of a deployed TX-TF1 member on their normally scheduled duty period/day. The Participating Agency/Employer may reclaim expenses provided the base salary of the replacement worker is not included in the request for reimbursement. TEEX cannot pay for hours backfilled other than those that coincide with US&R hours worked.
3. TEEX will reimburse the Participating Agency/Employer for salaries and backfill expenses of any deployed TX-TF1 member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed TX-TF1 member's regularly scheduled shift begins or ends within the identified rehabilitation period, the Participating Agency/Employer may give the deployed TX-TF1 member that time off with pay and backfill his/her position. If a TX-TF1 member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for that TX-TF1 member. TEEX will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

B. Reimbursement of a TX-TF1 Member as an Individual Resource

1. TEEX will pay a TX-TF1 member who is identified as an individual resource for all wages specified in the TX-TF1 Standard Pay Policy see Attachment B. Upon receipt of the TX-TF1 member's completed personnel reimbursement form, TEEX shall pay directly to that individual all earned wages as determined by his/her Task Force position on the TX-TF1 Pay Schedule by Position.

C. Other Reimbursements

1. TX-TF1 members shall be reimbursed for TEEX approved reasonable personal costs associated with operations and maintenance of the Task Force during a state activation. Itemized receipts are required. TEEX cannot reimburse Texas sales tax and Texas Hotel Occupancy taxes. Should un-reimbursable taxes be charged accidentally, they should be removed at the time of purchase and the credit should be visible on the receipt. All receipts must be submitted to the TEEX Business Office within fifteen (15) days of deactivation.
2. Emergency procurement of Task Force materials, equipment and supplies purchased and consumed by TX-TF1 members in providing requested assistance shall be reimbursed on a replacement basis. Prior approval by TX-TF1 leadership must be obtained and itemized receipts for such items shall be submitted to TEEX. Texas sales tax is not reimbursable.
3. No TX-TF1 member or the Participating Agency/Employer shall be reimbursed for costs incurred by activations that are outside the scope of this MOU.
4. All financial commitments herein are made subject to availability of funds from the

State of Texas.

5. TEEX shall perform all duties of an employer in relation to a TX-TF1 member who is injured and eligible to receive benefits under Chapter 501 of the Texas Labor Code.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEX complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or TX-TF1 member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-TF1 is activated by the State of Texas, or during any TX-TF1 sponsored or sanctioned training, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001. Services with TX-TF1 by a state employee TX-TF1 member who is activated are considered to be in the course and scope of the employee's regular employment with the State.

XI. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-TF1 training and exercises, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded TX-TF1 members that are activated or attending TX-TF1 sponsored or sanctioned training and/or exercises.

XII. ENTIRE AGREEMENT

This MOU along with the following attachments reflects the entire agreement between the parties:

- Attachment A, Immunizations
 - Attachment B, TX-TF1 Standard Pay Policy
 - Attachment C, TX-TF1 Pay Schedule by Position
 - Attachment D, TX-TF1 Request for Reimbursement Form
-

Participating Agency/Employer and **Member** hereby acknowledge that they have read and understand this entire MOU. The terms and conditions herein contained, together with any exhibits and/or addendum attached are the full and complete terms of this MOU, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

 _____ Authorized Signature	<u>Billy Parker</u> _____ Printed Name	<u>7/10/2014</u> _____ Date
<u>200 Technology Way</u> _____ Address	<u>College Station</u> _____ City	<u>TX, 77845-3424</u> _____ State, Zip
<u>(979) 458-0849</u> _____ Phone Number	<u>37167167164025</u> _____ TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

	_____ Employer Name	
_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number		

TX-TF1 MEMBER:

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email Address	

**Texas Task Force 1
Immunization List**

All active TX-TF1 members must maintain current immunizations for the following:

- Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
- Hepatitis A
- Hepatitis B
- Measles/Mumps/Rubella (if born after 1957)
- Polio

**Texas Task Force One
Standard Pay Policy**

I. Scope

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse a Participating Agency/Employer for the participation of each activated TX-TF1 member who is employed by that Participating Agency/Employer at the hourly rate or salary identified on the most current payroll printout provided by the Participating Agency/Employer requesting salary reimbursement. TX-TF1 may also reimburse Participating Agency/Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Agency/Employer's payroll printout submitted to TEEX.
- B. As an individual resource, TX-TF1 members not employed by a Participating Agency/Employer will be paid at a rate identified with his/her TX-TF1 position on the TX-TF1 Pay Schedule by Position attached as Appendix G. The individual resource's 40-hour workweek will begin upon acceptance of the mission. The Individual Resource will receive the standard base rate of pay for the first 8 hours of each work day, Monday through Friday, based on an 8 am to 5 pm workday. Hours above this will be paid at 1 ½ time the member's base rate of pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Actual payroll printouts reflecting salaries, wages and fringe benefits will be available for review and documented during the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. Once activated, all non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be paid at 1 ½ times the standard base rate of pay. Kelly days are considered off duty hours.
- D. All FLSA-exempt TX-TF1 members will receive their normal salary for all hours worked during the activation. FLSA-exempt members will not receive an overtime rate. However, all hours will be reimbursed at their straight time rate which will be coordinated with members' Participating Agency/Employer.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Texas Task Force 1 Pay Schedule by Position

TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

<u>Assignment</u>	<u>Hourly Rate</u>	<u>Assignment</u>	<u>Hourly Rate</u>
<i>Medical Team Manager</i>	<i>\$101.00</i>	<i>Safety Officer</i>	<i>\$33.75</i>
<i>Task Force Leader</i>	<i>\$50.00</i>	<i>Rescue Squad Officer</i>	<i>\$33.75</i>
<i>Structural Specialist</i>	<i>\$47.50</i>	<i>Technical Info Specialist</i>	<i>\$33.75</i>
		<i>Communications Specialist</i>	<i>\$33.75</i>
<i>Haz-Mat/WMD Manager</i>	<i>\$39.00</i>		
<i>Search Team Manager</i>	<i>\$39.00</i>	<i>Technical Search Specialist</i>	<i>\$28.00</i>
<i>Rescue Team Manager</i>	<i>\$39.00</i>	<i>Rescue Specialist</i>	<i>\$28.00</i>
<i>Logistics Team Manager</i>	<i>\$39.00</i>	<i>Medical Specialist</i>	<i>\$28.00</i>
<i>Plans Manager</i>	<i>\$39.00</i>	<i>Logistics Specialist</i>	<i>\$28.00</i>
		<i>Heavy Rigging Specialist</i>	<i>\$28.00</i>
		<i>Haz-Mat/WMD Specialist</i>	<i>\$28.00</i>
		<i>K-9 Specialist</i>	<i>\$28.00</i>



Request for Reimbursement - Invoice

Your Invoice Number: _____
(This number will appear on the check for our tracking purposes)

Participating Organization: _____

Date: _____ Fed. Tax ID No.: _____

Check Payable To: _____

Contact Name: _____ Phone: _____

Address: _____ City, St, Zip _____

Contact Email: _____

Major Cost Element	TX-TF1 Member(s)	Backfill TRUE DIFFERENTIAL*	Total Amt. Requested
Salaries	\$0.00	\$0.00	\$0.00
Mileage/Per Diem	\$0.00	XXXXXXXXXXXX	\$0.00
Misc. Charges (receipts req.)	\$0.00	XXXXXXXXXXXX	\$0.00
Totals	\$0.00	\$0.00	\$0.00

*This column should contain only the overtime costs associated with the backfill. The State of Texas or TEEX will not pay the basic salary of backfill position.

Once you have completed, please forward along with the appropriate payroll printouts to the following:

TEEX - Texas Task Force One
ATTN: Business Office/Deployments
P.O. Box 40006
College Station, TX 77842-4006

If you have any questions regarding this form, please contact the US&R Business Office at 979-458-0857. Thank you.

Certification:

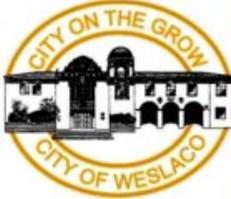
I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the MOU, that reimbursement for alcoholic beverages has not been requested, and that payment is due and has not previously been requested.

Signature: _____ Date: _____

Name/Title: _____

For TEEX Use Only

Approved for Payment: _____	Date: _____
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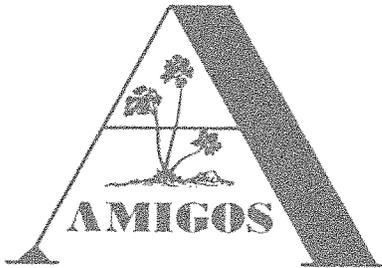
Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): IV. G.	
From (name, title, department and who submitting on behalf of, if any): David Salinas, Public Utilities Director			
Subject: Request to solicit proposals- 6,500 gal Double Wall			
Discussion: Discussion and consideration to authorize the solicitation of proposals for a 6,500 gallon Double Wall Captor Tank a Chemical Bulk Tank for Hydrochloric Acid for the Water Treatment Plant, authorize a budget amendment as needed, and authorize the Mayor to execute any related documents.			
Funding Source (budget code, if applicable): 51-549-4010			
Amount: \$ 30,000.00	Term of Impact: [1] year(s)	Identified in Current Budget: FY 2013-2014	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Staff recommends approval for the above mentioned.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): N/A			
Responsibilities upon Approval: Upon approval, city secretary's office will convey executed documents and forward a copy to the Public Utilities department.			



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): IV. H.	
From (name, title, department and who submitting on behalf of, if any): David Salinas, Public Utilities Director			
Subject: Request to solicit proposals- chemicals, sludge and outside services			
Discussion: Discussion and consideration to authorize the solicitation of proposals for chemicals, sludge and outside services necessary for the operation of the Water, Wastewater, and Lift Station systems, authorize a budget amendment as needed, and authorize the Mayor to execute any related documents.			
Funding Source (budget code, if applicable): 51-549-3400 \$10,000. / 51-549-2810 \$55,000. 58-552-3400 \$10,000. / 58-552-2810 \$80,000.			
Amount: \$	Term of Impact: [1] year(s)	Identified in Current Budget: FY 2014-2015	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Staff recommends approval for the above mentioned.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): N/A			
Responsibilities upon Approval: Upon approval, city secretary's office will convey executed documents and forward a copy to the Public Utilities department.			



Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743



July 21, 2014

BOARD OFFICERS

EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President

Mayor David Suarez
City Of Weslaco
500 S. Kansas St.
Weslaco, Texas 78596

BOARD MEMBERS

JESSICA TETREAU
City Commissioner, Brownsville
JOEY TREVINO
Member At-Large, Cameron County
SONIA GALLEGOS
City Councilwoman, Donna
RICHARD MOLINA
City Commissioner, Edinburg
BASILIO SANCHEZ
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
CARLA M. RODRIGUEZ
Grant Administration Director, McAllen
GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
Member
NORIE GARZA
Mayor Pro Tem, Mission
MARY GUTIERREZ
City Commissioner, Raymondville
HECTOR JALOMO
City of San Benito
ARMANDO GARZA
Mayor Pro Tem, San Juan
DORA PEREZ
County Commissioner, Willacy County
IRMA R. GARCIA
Banking / Finance
NORBERTO "BETO" SALINAS
Member Emeritus

Honorable Mayor Suarez:

Our agency continues to need and depend on your City's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your City's appointment of your Representative and Alternate to our Fiscal Year 2014-15 (October 1, 2014 – September 30, 2015) Board of Directors by no later than Friday, August 15, 2014. Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Anita Jenny, Executive Administrative Assistant, at our Administration Office.

Please be assured that we are very grateful for your City's thirty-ninth (39) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws for your information. If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

cc: Leonardo Olivares, City Manager, City of Weslaco
Gerardo "Jerry" Tafolla, Commissioner, City of Weslaco
David Fox, Commissioner, City of Weslaco

EXECUTIVE DIRECTOR
JOSE EMANUEL GARZA



Equal Housing
Opportunity

"CELEBRATING 39 YEARS OF SERVICE"

withdrawal unless other arrangement are made between the withdrawing member and the Board to retain certain services.

B. INVOLUNTARY TERMINATION

Any member who fails to pay membership fees in accordance with Article XIII-B stated herein may be automatically terminated as a member without further action of the Board. Upon involuntary termination, a member loses all rights and privileges associated with membership including the right to appoint a Representative and Alternate to the Board. Designated Representatives and Alternates of such member lose the right to participate or vote in Board meetings, and the right to hold office.

Upon involuntary termination, all corporation services and functions to such member shall be terminated 30 days after the effective date of termination, unless the Board, by majority vote, decides to retain certain services.

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

The Board of Directors shall be composed of the duly appointed Representatives and Alternates from the membership, Members-at-large, Members Emeritus, and Banking/Finance Members.

Representatives and Alternates shall be designated as follows:

In August of each year, each member of Amigos Del Valle, Inc. shall appoint a community representative to serve on the Board as its Representative. The term of appointments shall be for one year. An appointed Representative to the Board may serve successive terms without limitation. The Representative serves at the pleasure of the appointing member. Each member shall also appoint an Alternate to the Representative. The Alternate shall also be a community representative of the member governmental entity. Alternates shall serve a one year term consistent with the member's Representative. In selecting the Representative and Alternate, the member commission should give consideration to the ability of the person appointed to attend Board meetings and complete a full term. Each member shall notify the Board of Directors by a resolution or letter of the names of their Representative and Alternate on or before August 31st of each year. Representatives missing three (3) consecutive Board meetings or six (6) Board meetings during the fiscal year shall be reported to the appointing member's commission by the Board. If no just cause exists for the absence of the Representative from such meetings, the member shall

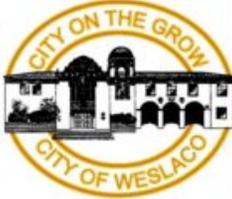
immediately name a replacement Representative and notify the Board. Vacancies on the Board during the course of the year shall be filled in the same manner as a prescribed for appointment of the original Representative or Alternate.

In addition to the Representatives and Alternates designated by the member entities, the membership of the Board may also include Members Emeritus. Members Emeritus must meet the following requirements.

1. Have been a Representative or Alternate of the Board for at least five (5) years.
2. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.
3. Nominated for such position by a current Board member in good standing.
4. Elected to such position by majority vote of the Board of Directors. Members Emeritus shall be ex-officio members of the Board and shall not have voting rights or the right to hold office. Members Emeritus shall not be required to pay membership fees. Once elected to the position of Member Emeritus, membership continues at the pleasure of the Board of Directors.

In addition to the Representatives and Alternates designated by the member entities and Members Emeritus, the membership of the Board may also include Banking /Finance Members who must meet the following requirements:

1. Have a banking and/or housing and economic development finance background.
2. Nominated for such position by a current Board member in good standing.
3. Elected to such position by majority vote of the Board of Directors.
4. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.



Standardized Agenda Request Form

Date of Meeting: July 15, 2014		Agenda Item No. (to be assigned by CSO): VI. M	
From (name, title, department and who submitting on behalf of, if any): David Salinas, Public Utilities Director, Public Utilities Department			
Subject: Hidalgo County Urban County Program Project Final Request for Payment			
Discussion: Discussion and consideration for approval of Hidalgo County Urban County Program Project –Request For Payment in the amount not to exceed \$134,194.46 for the City of Weslaco Water Treatment Plant 12-Inch Recycle Line and authorize the Mayor to execute all related documents and budget amendments as may be required.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact: #[] year(s)	Identified in Current Budget: No	
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Recommendation for Commission Action: Staff recommends approval for the above mentioned.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): <ul style="list-style-type: none"> - Final Request For Payment - Certificate of Construction Completion - Contractor's Final Release, Wavier of Liens, and Authorization to Disburse Funds - One Year Warranty Letter 			
Responsibilities upon Approval: Upon approval, City Secretary's office will forward approval to the Public Utilities Department.			

Letter of Transmittal:

To: Mardoqueo Hinojosa, P.E.	Date: July 7, 2014
City of Weslaco 255 S. Kansas Ave. Weslaco, TX 78596	Project: WTP 12" Recycle Line
From: Emigdio "Milo" Salinas, P.E.	Job No. P148

Transmitting:	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover
Via:	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Personal Delivery <input type="checkbox"/> For Pick-up
Reason For Transmitting:		
<input type="checkbox"/> As Requested	<input type="checkbox"/> For Your Use	<input checked="" type="checkbox"/> For Review/Comment
<input type="checkbox"/> For Approval	<input type="checkbox"/> Approval as Submitted	<input type="checkbox"/> Resubmit for Approval
<input type="checkbox"/> Other:		

Sent Items:

1 – Request for Payment No. 4
1 – Certificate of Construction Completion
1 – Contractor's Final Release Waiver of Liens, and Authorization to Disburse Funds
1 – One Year Warranty Letter

Comment: _____

Signed: *Emigdio Salinas*

Received by: _____ Date: _____

Copies:		
<input checked="" type="checkbox"/> File	<input type="checkbox"/> Owner	<input type="checkbox"/> Contractor

**HIDALGO COUNTY
URBAN COUNTY PROGRAM
PROJECT - REQUEST FOR PAYMENT**

City/Precinct: Weslaco, Texas
 Project Name: Weslaco-WTP 12" Recycle Line
 Contractor: Saenz Brothers Construction, LLC
 Address: 3226 N. Victoria Rd.
 City/State & Zip: Donna, Texas 78537

Account Number: 5011/12-80-03010-5000-8000-UCP-ML
 Date: 7/2/2014
 Request for Payment No: 4

Original Contract Amount	\$	432,705.00
Net Changes by Change Orders	\$	22,600.00
Total Contract Amount to Date	\$	455,305.00

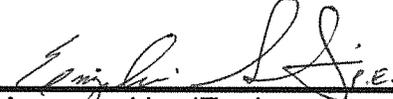
Estimated % Project Completion to Date: <u>100.00%</u>		
Total Completed to Date	\$	455,305.00
Add: Materials on Hand (verified by Engineer)	\$	-
Total Contract Earned	\$	455,305.00
Less: Retainage 10%	\$	-
Net Contract Earned	\$	455,305.00
Less: Previous Request for Payments	\$	321,110.54
Total Amount Due This Request	\$	134,194.46

Please accept the ATTACHED contractor's invoice as supporting documentation for this request for payment.

The project (is), (is not) on schedule as per contract time allowed.


 Saenz Brothers Construction 7/2/2014
 Date

Fernando Saenz
 Print Name


 Approved by (Engineer) 7-7-14
 Date

Emigdio Salinas
 Print Name

 Approved by (City/Precinct) Date

 Print Name

Attachment "A"
Tabulation of Contract Work Performed

Pay Request #: 03
Project: Weslaco-WTP 12" Recycle Line
Pay Period: 3/31/2014

Item No	Description	Contract			This Period			Total To Date		
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount	
GENERAL PROJECT										
1	Mobilization, Bonds & Insurance	LS	1	\$ 15,000.00	\$15,000.00	0.0	\$0.00	1.00	\$15,000.00	
2	Construction Stacking	LS	1	\$ 5,000.00	\$5,000.00		\$0.00	1.00	\$5,000.00	
3	Trench Safety Plan	LS	1	\$ 20,000.00	\$20,000.00	0	\$0.00	1.00	\$20,000.00	
B 12-INCH RECYCLE WATER LINE										
1	rapid mix basin according to plans and specs cip	LS	-1	\$ 7,500.00	\$0.00	-1.00	-\$7,500.00	-1.00	\$0.00	
2	1600gpm w 2-20hp motors electrical controls, switches, be hauled disposed	LS	1	\$ 150,000.00	\$150,000.00	1.00	\$150,000.00	1.00	\$150,000.00	
3	Furnish and install 12" PVC DR18, fittings according	LF	0	\$ -	\$0.00	0.00	\$0.00	0.00	\$0.00	
4	Furnish and install directional bore w/20" casing	LF	0	\$ -	\$0.00	0.00	\$0.00	0.00	\$0.00	
5	Furnish and install 12" gate valve2/box according to	EA	4	\$ 3,600.00	\$14,400.00	4.00	\$14,400.00	4.00	\$14,400.00	
6	Furnish and install 1" air felease valve and vault	EA	1	\$ 3,500.00	\$3,500.00	1.00	\$3,500.00	1.00	\$3,500.00	
7	Furnish and install 12" check valve w/manhole accor	EA	1	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	
8	Construct 6" concrete 3000psi rip-rap according to pl	SY	49	\$ 65.00	\$3,185.00	49	\$3,185.00	49.00	\$3,185.00	
ALTERNATE #1										
1	(Deduct) clean existing concrete structures and spoil	LS	-1	\$ 15,000.00	(\$15,000.00)	-1	-\$15,000.00	-1.00	-\$15,000.00	
2	(Add) clean existing concrete structures & resurface w/m	LS	1	\$ 35,000.00	\$35,000.00	1	\$35,000.00	1.00	\$35,000.00	
C Change Order No. 1										
1	Added 60 days to contract time	days	60							
Change Order No. 2										
1	Mobilization, Bonds & Insurance	LS	0.5	\$ 15,000.00	\$7,500.00	0	\$0.00	1.00	\$7,500.00	
2	Construction Stacking	LS	1	\$ 5,000.00	\$5,000.00	0	\$0.00	1.00	\$5,000.00	
4	Furnish and install 12" PVC DR18, fittings according	LF	500	\$ 55.00	\$27,500.00	0	\$0.00	500	\$27,500.00	
5a	Furnish and install directional bore for 12"pvc fusible pipe	LF	330	\$ 391.27	\$129,120.00	0	\$0.00	330	\$129,120.00	
Change Order No. 3										
1	Furnish and install 12" gate valve2/box according to plan	EA	3	\$ 3,600.00	\$10,800.00	3	\$10,800.00	3	\$10,800.00	
2	Furnish and install emergency by-pass from upstream	LS	1	\$ 4,450.00	\$4,450.00	1	\$4,450.00	1	\$4,450.00	
3	Connect to existing recycle line to rapid mix including	LS	1	\$ 14,850.00	\$14,850.00	1	\$14,850.00	1	\$14,850.00	
TOTAL ADJUSTED CONTRACT AMOUNT					\$455,305.00		\$238,685.00		\$455,305.00	

CERTIFICATE OF CONSTRUCTION COMPLETION

This is to certify that on the 2 day of July, 2014, a FINAL INSPECTION was made of the project herein described as:

CONTRACT

DATE: November 5, 2013

OWNER: City of Weslaco

CONSTRUCTION CONTRACTOR: Saenz Brothers Construction, LLC of the City of Donna State of Texas.

PROJECT DESCRIPTION

CONSTRUCTION OF: City of Weslaco – Water Treatment Plant Improvements 12-inch Recycle Line

UCP CONTRACT NO.: 5011/12-80-0310-5000-8000-UCP-ML

Located in or near the City/Pct. of: Weslaco, Texas

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addendum(s), change order(s), supplemental agreement(s) thereto, and with the following exceptions: None
2. That the sum of Zero \$0.00 (\$0.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract:	<u>\$432,705.00</u>
Present Amount of Contract:	<u>\$455,305.00</u>
Total Amount of earned to date:	<u>\$455,305.00</u>
Less: previous payments:	<u>\$321,110.54</u>
Balance:	<u>\$134,194.46</u>
Authorized deductions:	<u>\$ 0.00</u>
AMOUNT OF FINAL PAYMENT:	<u>\$134,194.46</u>

6. That the final payment in the amount One Hundred Thirty Four Thousand One Hundred Ninety Four Dollars and Forty Six Cents is now due and payable.

Emigdio Salinas, P.E.
Architect/Engineer Signature

BY: Emigdio Salinas, P.E.
(Print Name)

TITLE: Project Engineer

CONCURRED BY:

Fernando Saenz
Contractor's Name

BY: Fernando Saenz

TITLE: President

CONCURRED BY:

Urban County Program

BY: Diana R. Serna

TITLE: UCP Director

**CONTRACTOR'S FINAL RELEASE
WAIVER OF LIENS, AND AUTHORIZATION TO
DISBURSE FUNDS**

THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

Saenz Brother Construction, LLC, doing business as Saenz Brother Construction, LLC, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated Dec. 05, 2013, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of Weslaco, Texas hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of \$ 134,194.46 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any

of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 02 day of July, 2014,

Fernando Saenz
Signature

Fernando Saenz, President
Name and Title

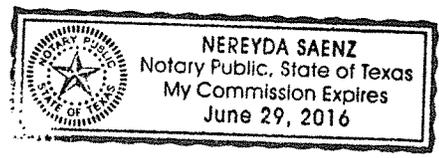
THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 02 day of

July, 2014, by Fernando Saenz, President
(title)

of and on behalf of Saenz Brothers Construction, LLC
(a corporation) (a partnership) (an individual)

Neryda Saenz
Notary Public, State of Texas



PROJECT NAME: **City of Weslaco – Weslaco-WTP 12” Recycle Line**
Weslaco, Texas

Saenz Brothers Construction, LLC. 3226 N. Victoria Rd, Donna Texas 78537, the Contractor, hereby affirms that they have satisfied all claims of indebtedness, of every nature, and in any way connected with the work on this project including, but not limited to, all payroll amounts due; all contractor or subcontractors amounts due; all accounts for labor, equipment, or materials furnished; and that all claims for incidental services, liens, judgments, and so forth, and that they hereby indemnify the City of Weslaco, from any and all liens or claims arising out of said project work. In the event that the district is required to take legal action to satisfy any lien or claim relating to the project, the Contractor shall be liable for all costs connected with clearing any or all liens or claims.

The Contractor, agrees that 100% of all work related to this project shall be warranted for one year after the date of the written notice of project acceptance by the City of Weslaco and hereby provide a warranty guarantee as stipulated in the general conditions of the contract. The date of acceptance is July 2, 2014. Under the terms of this warranty, the contractor will, at his own expense, make any and all repairs or replacements necessitated by any defects in materials or workmanship, damage, or disturbance caused directly or indirectly, in whole or in part, by activities performed in relation to this project. When such defect, damage, or disturbance occurs within the one-year warranty period on any part of the work done in relation to this project or to any existing improvements or real property adjacent to the work, the appropriate repair or remedy shall be made and a new warranty for said repair or remedial work shall extend one year from the date of such repair.

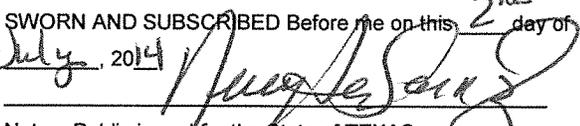
Should suit or action be undertaken by the City of Weslaco to enforce this warranty or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable costs and attorney fees, including those on appeal. Jurisdiction for litigation concerning warranty claims shall rest exclusively with the courts of the State of Texas, and venue shall lie in Hidalgo County.

Contractor:
Saenz Brothers Construction, LLC
3226 N. Victoria Road
Donna, Texas 78537

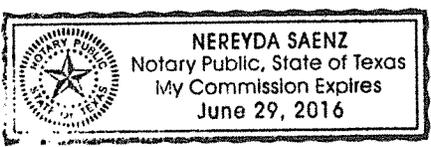


Signature

Director of Operations
Title
July 2/2014
Date

SWORN AND SUBSCRIBED Before me on this 2nd day of July, 2014


Notary Public in and for the State of TEXAS
Nereyda Saenz
Print or type Notary Public Name
My Commission Expires on: June 29, 2016
[date]



LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

Office Of The
City Manager
JUL 1 2014
Weslaco, Texas
cus

DATE: July 1, 2014

TO: Mr. Leonardo Olivarez, City Manager
City of Weslaco

FROM: Jose M. Salazar, Senior Area Manager
Tax Resale Dept.

RE: Tax Resale Properties

Please place the following items on your agenda for your July 15th 2014 meeting.

1. Discussion and action on tax resale bids received on tax resale properties described as follows:
 - A. Lots 1 and 2, Expressway Heights Subd.
 - B. Lots 16 and 17, Block 3, Gonzalez Addition
2. Discussion and action on tax resale resolutions for resale properties

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

July 1, 2014

Mr. Leonardo Olivarez, City Manager
City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

RE: TAX RESALE PROPERTIES

Dear Mr. Olivarez:

On June 3, 2014, our firm held a Tax Resale at the Hidalgo County Clerk Records Management Facility. We placed 55 previously struck-off properties for resale throughout Hidalgo County. The resale of these properties was published in several newspapers throughout Hidalgo County.

Two previously struck-off properties located within City were posted for resale and we received bids on all of these properties. Enclosed for your consideration is an analysis of each bid received, which indicates the amount to be prorated amongst your City and all other taxing jurisdictions. We are also in the process of submitting the bids to Weslaco Independent School District, Hidalgo County, South Texas College and South Texas Independent School District for their consideration.

If you have any questions or require further information, please do not hesitate to call me.

Very truly yours,

**LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP**



Kelly R. Salazar
Attorney for the Firm

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
JUNE, 2014 TAX RESALE LIST
CITY OF WESLACO

SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR CITY
T-413-05-H 53	Lots 1 and 2, Expressway Heights Subd.	E8500-00-004-0001-00	\$79,590	\$18,000	\$4,384.22
T-192-11-E 55	Lots 16 and 17, Block 3, Gonzalez Addition	G5600-00-003-0016-00	\$33,460	\$3,000	\$195.00

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-413-05-H; WESLACO I.S.D., SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS ARMANDO ARCE

LEGAL DESCRIPTION: Lots 1 and 2, Block 4, Expressway Heights Subd.
E8500-00-004-0001-00

PROPERTY LOCATION:

JUDGMENT DATE: October 6, 2005

DATE OF TAX SALE: September 3, 2013

YEARS IN JUDGMENT: 1995-2004

SHERIFF'S DEED RECORDED: Nov. 12, 2013

AMOUNT OF JUDGMENT: \$26, 205.87

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: \$2,882.00

AMOUNT OF BID: \$18,000.00

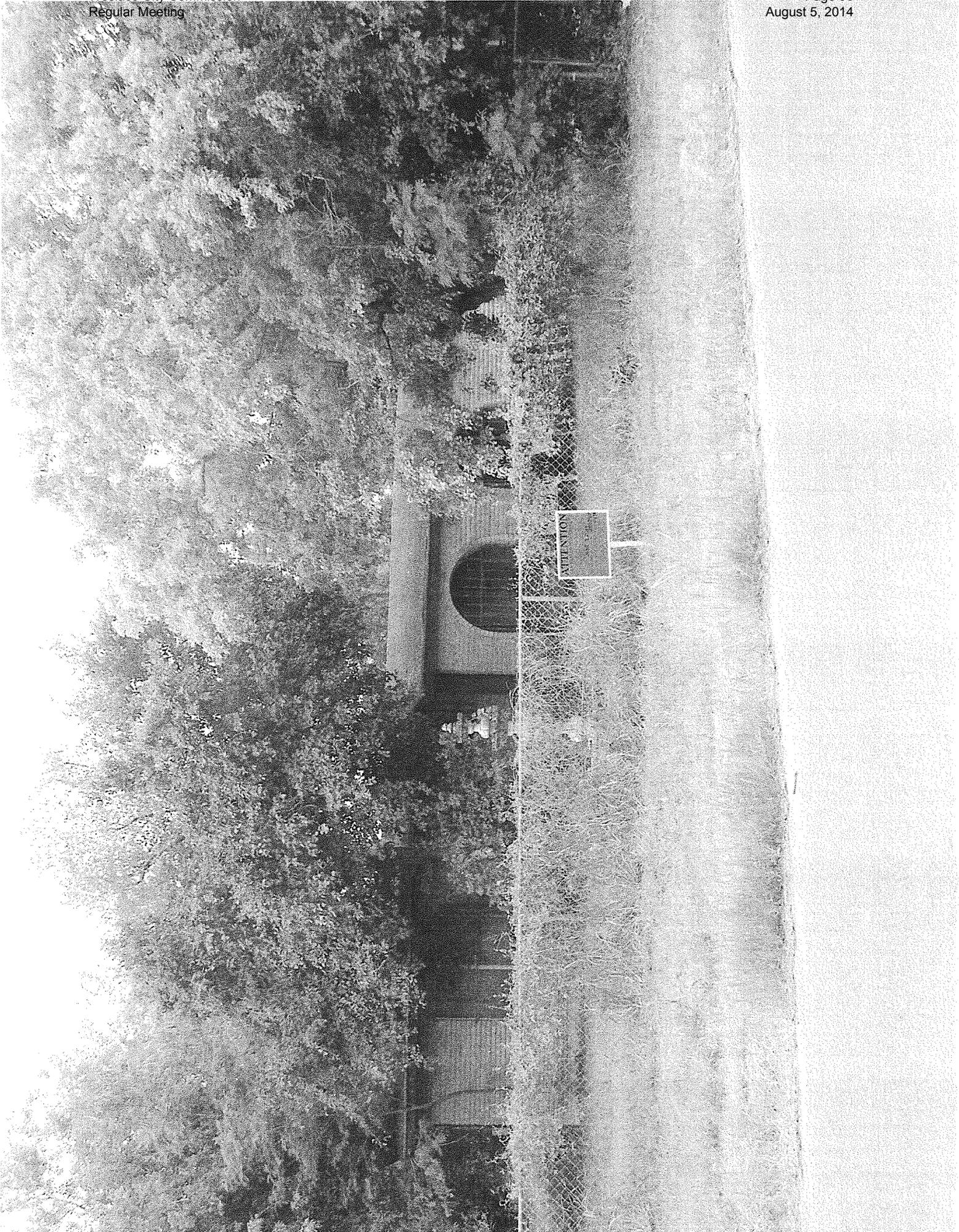
CURRENT APPRAISED VALUE: \$103,150.00

VALUE AT JUDGMENT: \$69,419.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Weslaco I.S.D.	\$11,094.07	42%	\$6,349.56
South Texas College	\$1,240.19	5%	\$755.90
South Texas I.S.D.	\$413.40	2%	\$302.36
Hidalgo County	\$5,780.04	22%	\$3,325.96
City of Weslaco	\$7,678.17	29%	\$4,384.22

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Adelita Silva, 1210 North Ave., Donna, Tx.



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-192-11-E; WESLACO I.S.D., CITY OF WESLACO AND SOUTH TEXAS COLLEGE VS IVAN SOLIS

LEGAL DESCRIPTION: Lots 16 and 17, Block 3, Gonzalez Addition, an addition to the City of Weslaco

G5600-00-003-0016-00

PROPERTY LOCATION:

JUDGMENT DATE: June 21, 2012

DATE OF TAX SALE: December 4, 2012

YEARS IN JUDGMENT: 1998-2011

SHERIFF'S DEED RECORDED: June 11, 2013

AMOUNT OF JUDGMENT: \$25,815.02

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: \$2,220.00

AMOUNT OF BID: \$3,000.00

CURRENT APPRAISED VALUE: \$38,818.00

VALUE AT JUDGMENT: \$40,816.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Weslaco I.S.D.	\$12,083.15	47%	\$366.60
City of Weslaco	\$6,549.99	25%	\$195.00
South Texas I.S.D.	\$385.04	1%	\$7.80
South Texas College	\$1,246.32	5%	\$39.00
Hidalgo County	\$5,085.76	20%	\$156.00
Hidalgo Co. Drain. Dist. No. 1	\$464.76	2%	\$15.60

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Eduardo De Leon, 3401 Del Norte, Mission, Tx.78574



RESOLUTION NO. 2014-36

STATE OF TEXAS § A RESOLUTION AUTHORIZING TAX RESALE
COUNTY OF HIDALGO §
CITY OF WESLACO §

WHEREAS, by Tax Resale conducted on June 3, 2014 the properties described below were struck-off in accordance with Texas Tax Code Ann. §34.05; and

WHEREAS, these properties were acquired by the City through previous tax foreclosure proceedings:

- 1) Lots 1 and 2, Expressway Heights Subdivision; and
- 2) Lots 16 and 17, Block 3, Gonzalez Addition.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weslaco approves the bids received on the properties described and authorizes the Mayor to execute tax resale deeds conveying the approved properties.

PASSED AND APPROVED on this the 5th day of August, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 5, 2014	Agenda Item No. (to be assigned by CSO): VII. B.
From (name, title, department and who submitting on behalf of, if any): Chris Sanchez, Interim Fire Chief	
Subject: To award vendor Physio-Control the bid for five Cardiac Monitors as specified in Bid No.: 2013-13-09; utilizing funds from Frost Lease purchase agreement in the amount not to exceed \$161,596.75	
Discussion: Award lowest responsible bidder Physio-Control, which has been recommended for award by City Staff: E.M.S. Coordinator, Gustavo Ramirez; Interim Fire Marshal, Mike Swinnea and Interim Fire Chief, Chris Sanchez, based on bid specifications and tabulation.	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of Bids published June 16th and June 23th, 2014 in the Monitor newspaper. Bid Opening was held on June 30, 2014 at 3:00 p.m.	
Advisory Review, if any (name of board/committee, date of action, recommendation): Review/Discussion was held by Homer Rhodes, Buyer II; Bret Mann, Finance Director; E.M.S. Coordinator, Gustavo Ramirez; Interim Fire Marshal, Mike Swinnea and Chris Sanchez, Interim Fire Chief	
Recommendation for Commission Action: To award the lowest bid to responsible vendor Physio-Control for five Cardiac Monitors in the amount not to exceed \$161,596.75 utilizing funds from the Frost Lease purchase agreement	
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"): Bid tabulation of three respondents', Physio-Control Bid Sheet, and recommendation memo from Interim Fire Chief, Chris Sanchez	
Responsibilities upon Approval: Process a purchase order request through the Finance Department / Purchasing Office. Immediately following delivery of the Cardiac Monitors have them in service on City of Weslaco E.M.S. units for protecting and saving lives of the citizens' of Weslaco.	



**Weslaco Fire - E.M.S.
Cardiac Monitors / RFB No.: 2013-14-09**

Physio-Control, Inc. 11811 Willows Road Redmond, WA 98052 800.442.1142 Darren Tuck rs.physiocontracts-south@physio-control.com	ZOLL Medical Corporation 269 Mill Road Chelmsford, MA 01824 800.348.9011 Holly Clark Hclark@zoll.com	Philips Healthcare 300 Minuteman Road Andover, MA 01810 817.805.7305 Margaret Messelaar shane.gregory@philips.com
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ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Cardiac Monitors (As specified in RFB No.: 2013-14-09)	5	\$ 28,300.75	\$ 141,503.75	\$ 30,520.77	\$ 152,603.85	\$ 24,203.70	\$ 121,018.50
Additional items		\$ 20,093.00			\$ 14,832.30		
GRAND TOTAL :			\$ 161,596.75		\$ 167,436.15		\$ 121,018.50

DOES NOT MEET SPECIFICATIONS



Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To: Armando Martinez
EMS Coordinator
Weslaco Fire Department
901 N. Airport Rd
Weslaco, TX 78596
Phone: (956) 447-3416
Fax: (956) 968-7621
mando.martinez@house.state.tx.us

Quote#: 1-270523869
Rev#: 2
Quote Date: 06/25/2014
Sales Consultant: Chad Lewis
800-442-1142 x 72261
FOB: Redmond, WA

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 09/23/2014

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001256 - LP15 v2 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-000126 INCLUDED. HARD PADDLES, BATTERIES, CARRY CASE NOT INCLUDED.	5	\$33,295.00	\$4,994.25	\$0.00	\$28,300.75	\$141,503.75
2	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	15	\$424.00	\$63.60	\$0.00	\$360.40	\$5,406.00
3	11140-000052 - LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER	5	\$185.00	\$27.75	\$0.00	\$157.25	\$786.25
4	11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2696 RAINBOW DCI ADT REUSABLE SENSOR, REF 2696	5	\$796.00	\$119.40	\$0.00	\$676.60	\$3,383.00
5	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	5	\$284.00	\$42.60	\$0.00	\$241.40	\$1,207.00
6	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	5	\$50.00	\$7.50	\$0.00	\$42.50	\$212.50
7	11260-000039 - LP15 Rear Pouch for carrying case	5	\$73.00	\$10.95	\$0.00	\$62.05	\$310.25
8	LP15-OSCOMP-1 - LIFEPAK 15 Service Contract - 1 YEAR. On-site Comprehensive Coverage. Price per unit.	5	\$1,680.00	\$134.40	\$0.00	\$1,545.60	\$7,728.00
9	50999-000122 - ZONE TRAVEL CHARGE: ZONE 6 (201-300 miles)	1	\$875.00	\$0.00	\$0.00	\$875.00	\$875.00

Quote#: 1-270523869
Rev#: 2
Quote Date: 06/25/2014

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
SUB TOTAL							\$161,411.75
ESTIMATED TAX							\$0.00
ESTIMATED SHIPPING & HANDLING							\$185.00
GRAND TOTAL							\$161,596.75
Pricing Summary Totals							
List Price:							\$189,050.00
Cash Discounts:							- \$27,638.25
Tax + S&H:							+ \$185.00
GRAND TOTAL FOR THIS QUOTE							\$161,596.75

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: SS/01554601/1-34U37Y

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

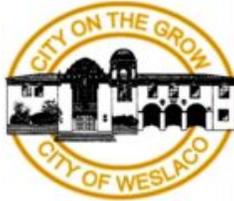
From: [Chris Sanchez](#)
To: [Elizabeth M. Walker](#)
Cc: [Homer Rhodes](#); [Bret Mann](#)
Subject: Cardiac monitors
Date: Monday, July 14, 2014 5:03:10 PM

Mrs. Walker,

I, Interim Chief Chris Sanchez, have reviewed the bids and tabulation for the purchasing of five cardiac monitors. I am recommending the bid be awarded to Physio Control, being that they are the lowest bidder and meet all the required specifications. The purchase of the five cardiac monitors is necessary to continue to provide the highest level of emergency medical care for the citizens of Weslaco.

Furthermore, these monitors will be replacing cardiac monitors that have in service for over ten years.

Chris Sanchez
Interim Fire Chief
956-447-3415



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): VII.C.	
From (name, title, department and who submitting on behalf of, if any): David Salinas, Public Utilities Director, Public Utilities Department			
Subject: Aquaworks Collection and Distribution Materials			
Discussion: Discussion in consideration to award contract bid No. 2013-14-10 Waterworks Collection and Distribution Materials to the lowest responsible bidder, Aquaworks Pipe & Supply from Brownsville, Texas for the amount not to exceed \$301,659.07 and Authorize the Mayor to execute all related documents and budget amendment as maybe required.			
Funding Source (budget code, if applicable): 51-550-2648 \$175,000. and 58-551-2650 \$48,000.			
Amount:	Term of Impact: #[1] year(s)	Identified in Current Budget: FY 2013-2014	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Staff recommends approval for the above mentioned.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): Bid Tabulation			
Responsibilities upon Approval: Upon approval, City Secretary office will convey executed proposal to the Finance Dept. and forward a copy to the Public Utilities Department.			

CITY OF WESLACO

**Waterworks Collection and Distribution Materials
Specifications / Bid Opening June 30, 2014**

Bid 2013-14-10

HD SUPPLY WATERWORKS
Marco Cardoza
100 N. 1st Street
McAllen, Texas 78501
956.631.3341 Phone
956.687.5918 Fax
marco.cardoza@hdsupply.com

AQUAWORKS PIPE & SUPPLY
Ernie Ortega
2907 N. Central Ave.
Brownsville, Texas 78526
956.831.2500 Phone
956.831.2525 Fax
ernie.ortega@aquaworkpipe.com

ACT PIPE SUPPLY
Tony Ortega
1004 N. Sharry Rd.
Mission, Texas 78572
956.583-1558 Phone
956.580-4987 Fax
jorge.valladares@ferguson.com

N/A



Part A: Full Circle Clamps & Couplings

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	20	2X7 1/2 FCC 2.35-2.63 O.D.	39.35	787.00	35.14	702.80	32.15	643.00
2	20	2X12 1/2 FCC 2.35-2.63 O.D.	69.85	1,397.00	55.02	1,100.40	49.07	981.40
3	10	3 x 7 1/2 3.73-4.00 FCC Clamp	47.90	479.00	34.84	348.40	40.69	406.90
4	10	3 x 12 1/2 3.73-4.00 FCC Clamp	79.83	798.30	56.42	564.20	58.33	583.30
5	25	4X7 1/2 FCC 4.45-4.73 O.D.	51.36	1,284.00	39.36	984.00	37.47	936.75
6	15	4X7 1/2 FCC 4.74-5.14 O.D.	53.15	797.25	37.93	568.95	39.65	594.75
7	25	4X7 1/2 FCC 4.95-5.35 O.D.	53.72	1,343.00	39.36	984.00	39.65	991.25
8	25	6X7 1/2 FCC 6.84-7.24 O.D.	62.73	1,568.25	44.35	1,108.75	45.34	1,133.50
9	10	6X7 1/2 FCC 7.05-7.45 O.D.	63.99	639.90	44.35	443.50	45.34	453.40
10	10	6X12 1/20FCC 7.05-7.45 O.D.	101.98	1,019.80	70.93	709.30	72.54	725.40
11	10	6X12 1/20FCC 7.45-7.85 O.D.	104.87	1,048.70	70.93	709.30	72.54	725.40
12	10	6X30 FCC 6.84-7.24 O.D.	246.20	2,462.00	172.33	1,723.30	117.16	1,171.60
13	10	6X30 FCC 7.45-7.85 O.D.	251.35	2,513.50	178.96	1,789.60	117.16	1,171.60
14	3	6X20 FCC 6.84-7.24 O.D.	168.96	506.88	118.29	354.87	120.55	361.65
15	25	8X7 1/2 FCC 8.99-9.39 O.D.	75.04	1,876.00	54.54	1,363.50	53.18	1,329.50
16	25	8X12 1/2 FCC 8.99-9.39 O.D.	120.17	3,004.25	87.35	2,183.75	85.19	2,129.75
17	25	8X7 1/2 FCC 9.27-9.67 O.D.	76.70	1,917.50	52.06	1,301.50	54.39	1,359.75
18	3	8X20 FCC 8.99-9.39 O.D.	198.38	595.14	136.30	408.90	138.71	416.13
19	10	8X30 FCC 8.99-9.39 O.D.	279.21	2,792.10	191.85	1,918.50	197.87	1,978.70

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part A cont'd: Full Circle Clamps & Couplings

Item No.	Qty	Product Description	HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
20	10	8X30 FCC 9.27-9.67 O.D.	288.62	2,886.20	191.85	1,918.50		NO BID
21	3	8X20 FCC 9.27-9.67 O.D.	205.71	617.13	136.30	408.90	141.78	425.34
22	10	12X12 1/2 FCC 13.10-13.50 O.D.	165.81	1,658.10	129.69	1,296.90	116.49	1,164.90
23	3	12X20 FCC 13.10-13.50 O.D.	272.13	816.39	201.95	605.85	183.62	550.86
24	3	12X20 FCC 14.10-14.40 O.D.	283.77	851.31	201.95	605.85	198.06	594.18
25	10	6 Quantum or equal	106.85	1,068.50	172.63	1,726.30	118.47	1,184.70
26	10	8 Quantum or equal	124.68	1,246.80	205.37	2,053.70	132.66	1,326.60
27	10	12 Quantum AC-PVC / DR18	204.91	2,049.10	295.96	2,959.60	208.83	2,088.30
28	25	3/4 X 3 Leak Repair Clmp. 1.05 O.D.	5.16	129.00	18.39	459.75	4.27	106.75
29	25	1 x 3 Leak Repair Clamp	5.64	141.00	19.55	488.75	4.64	116.00
30	25	1 1/4 X 3 Leak Repair Clmp. 1.66 O.D.	5.80	145.00	20.15	503.75	4.71	117.75
31	25	2 X 3 Leak Repair Clamp 2.37 O.D.	6.80	170.00	22.48	562.00	5.63	140.75
32	25	3/4"-3 Part Union Comp. X Comp.	12.83	320.75	13.31	332.75	12.98	324.50
33	25	1" 3 Part Union Comp. X Comp.	14.69	367.25	16.35	408.75	14.85	371.25
34	10	6X12 1/2 FCC 6.84-7.24 O.D.	100.34	1,003.40	74.31	743.10	72.54	725.40
35	10	8X12 1/2 FCC 9.27-9.67 O.D.	122.81	1,228.10	83.38	833.80	87.18	871.80
36	20	1"X3/3X13.5 U Branch	58.09	1,161.80	57.57	1,151.40	51.48	1,029.60
37	25	1"X5/8X3/4 Comp. Angle Stop	31.29	782.25	30.73	768.25	31.30	782.50
38	5	12X20 14.10-14.40	283.77	1,418.85	201.95	1,009.75	198.06	990.30
39	5	10X12 1/2 FCC O.D. 11.04-11.44	141.88	709.40	106.31	531.55	109.22	546.10
40	5	10X20 FCC O.D. 11.04-11.44	239.05	1,195.25	179.13	895.65	167.84	839.20
41	5	8X20 FCC O.D. 9.40-9.50	205.71	1,028.55	137.61	688.05	141.78	708.90
42	5	8X12 1/2 FCC O.D. 9.27-9.67	122.81	614.05	83.38	416.90	80.30	401.50
43	5	6X12 1/2 FCC O.D. 6.84-7.24	100.34	501.70	74.31	371.55	72.54	362.70
44	5	6X20 FCC O.D. 6.84-7.24	168.96	844.80	125.11	625.55	120.55	602.75
45	10	6 X 20 FCC 7.05 - 7.45	172.03	1,720.30	119.43	1,194.30	120.55	1,205.50

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part A cont'd: Full Circle Clamps & Couplings

		HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY		
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
46	10	6 X 20 FCC 7.45 - 7.85	177.18	1,771.80	119.43	1,194.30	120.55	1,205.50
47	2	16 x 20 double band f.c.c.for C900 17.15 17.90	580.65	1,161.30	399.26	798.52	318.33	636.66
48	2	16 x 20 triple band f.c.c for A/C 18.00/19.20	850.26	1,700.52	430.54	861.08		NO BID
49	2	18x20 triple band f.c.c.for C/I & C900 19.50/20.70	859.22	1,718.44	430.54	861.08		NO BID
50	5	1 1/4 Dresser Coupler (Smith Blair)	22.20	111.00	17.20	86.00		NO BID
51	5	1 1/2 Dresser Coupler (Smith Blair)	26.50	132.50	20.57	102.85		NO BID
52	25	1" Dresser Coupler (Smith Blair)#411-105	21.19	529.75	16.47	411.75		NO BID
53	25	.75 Dresser Couplers 411-105	20.49	512.25	15.91	397.75		NO BID
54	25	2" Dresser Couplers 411-105	30.03	750.75	28.53	713.25		NO BID
			Sub Total:	\$ 59,892.86	Sub Total:	\$ 48,255.30	Sub Total:	\$ 37,514.02

Part B: Brz. Meter Service Connections

		HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY		
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	25	3/4 X 2 1/2 Cast Brz Meter Cplg	3.88	97.00	6.62	165.50	6.93	173.25
2	25	1 X 2 5/8 Cast Brz Meter Cplg	11.20	280.00	10.19	254.75	10.66	266.50
3	25	3/4 part Cplg Flare X Flare	11.85	296.25	11.47	286.75	11.98	299.50
4	25	3/4 Corporation Stop Mip X Flare	21.38	534.50	23.23	580.75	21.63	540.75
5	25	1 Corporation Stop Mip X Flare	32.67	816.75	32.06	801.50	33.04	826.00
6	25	2 Ball Corporation Stop Mip X Fip w/ 2" Tee Head	156.89	3,922.25	174.83	4,370.75	166.20	4,155.00
7	25	3/4 Angle Meter Stop Mtr X Fip w/ Lockwing	21.88	547.00	23.76	594.00	22.13	553.25
8	50	3/4 Angle Meter Stop Mtr X Flare w/Lockwing	26.24	1,312.00	29.91	1,495.50	26.54	1,327.00
9	25	2 Angle Meter Stop Flg X Fip w/Lockwing	148.11	3,702.75	138.66	3,466.50	149.79	3,744.75
10	25	2 X 3/4 IPT Brz Saddle PVC Class Pipe	14.26	356.50	20.02	500.50	14.72	368.00
11	25	2 X 1 IPT Brz Saddle PVC Class Pipe	14.26	356.50	20.02	500.50	14.72	368.00
12	25	4 X 3/4 IPT Brz Saddle C-900	24.18	604.50	25.90	647.50	24.98	624.50
13	20	4 X 1 IPT Brz Saddle-900	24.18	483.60	25.90	518.00	24.98	499.60

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part B: Brz. Meter Service Connections

HD SUPPLY WATERWORKS

AQUAWORKS PIPE & SUPPLY

ACT PIPE SUPPLY

Item No.	Qty	Product Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
14	20	4 X 3/4 IPT Brz Strap Saddle AC & CI	34.44	688.80	36.19	723.80	35.57	711.40
15	20	4 X 1 IPT Single Strap Saddle AC & CI	34.44	688.80	36.19	723.80	35.57	711.40
16	25	6 X 1 IPT Brz Saddle C-900	33.03	825.75	36.40	910.00	34.12	853.00
17	25	6 X 2 IPT Brz Saddle PVC Class Pipe	62.33	1,558.25	66.34	1,658.50	64.37	1,609.25
18	25	6 X 1 IPT Brz Single Strap Saddle AC & CI	41.90	1,047.50	43.90	1,097.50	43.28	1,082.00
19	25	8 x 1 IPT Brz Dbl Strap Saddle C-900	53.42	1,335.50	88.21	2,205.25	94.06	2,351.50
20	20	8 x 1 IPT Brz Dbl Strap Saddle AC & CI	91.07	1,821.40	88.21	1,764.20	94.06	1,881.20
21	15	8 X 2 IPT Brz Dbl. Strap Saddle	104.38	1,565.70	110.84	1,662.60	107.81	1,617.15
22	15	12 X 3/4 IPT Brz Dbl. Saddle C-900	134.60	2,019.00	131.57	1,973.55	136.38	2,045.70
23	10	12 X 1 IPT Brz Dbl. Saddle C-900	134.60	1,346.00	131.57	1,315.70	136.38	1,363.80
24	10	12 X 2 IPT Brz Dbl. Saddle C-900	134.60	1,346.00	153.90	1,539.00	156.60	1,566.00
25	25	1" Angle Stop X Flare w/ lock wing N/L	35.77	894.25	41.48	1,037.00	36.18	904.50
26	75	3/4 Angle Stop X Comp. w/ lock wing N/L	27.97	2,097.75	30.90	2,317.50	28.29	2,121.75
27	10	8" X 1" Service saddle f/AC Double Strap	91.07	910.70	88.21	882.10	94.06	940.60
28	5	4X3/4 Tapp Saddle C-160-Sch-40	22.13	110.65	22.49	112.45	22.86	114.30
29	5	4X2" Tapp Saddle C-160-Sch-40	47.68	238.40	55.36	276.80	49.24	246.20
30	5	4X1 Tapp Saddle C-160-Sch-40	22.13	110.65	24.40	122.00	22.86	114.30
31	5	2" Brass Thread 90 Degrees N/L	55.44	277.20	19.70	98.50	15.00	75.00
32	5	2" Brass Thread Couplers N/L	44.36	221.80	17.96	89.80	14.25	71.25
33	5	2" Brass Thread 45 Degrees N/L	59.38	296.90	16.51	82.55	17.00	85.00
34	5	2" Corporation Stop Mip X Mip Thread Tee head	156.89	784.45	157.07	785.35	166.20	831.00
35	5	2" Bail Corporation Stop Mip X Comp w/2" Tee He;	51.04	255.20	161.44	807.20	175.21	876.05
36	5	3/4" Angle Stop Comp w/Locking wing N/L	31.54	157.70	30.90	154.50	28.29	141.45
37	5	1" Angle Stop Comp w/Locking wing N/L	80.79	403.95	42.31	211.55	38.73	193.65
38	20	3/4 c.f. x m.n. curb stop w/ lock wing	170.23	3,404.60	50.16	1,003.20	46.97	939.40
39	150	1 x 3/4 Brz Bushing N/L	7.56	1,134.00	9.68	1,452.00	2.75	412.50
40	20	2 x 4 Std Brz Nipple N/L	13.75	275.00	13.98	279.60	11.25	225.00

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part B: Brz. Meter Service Connections			HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY	
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
41	20	2 x 6 Std Brz Nipple N/L	20.30	406.00	19.33	386.60	16.53	330.60
42	5	6 X 2 Tapping Saddle dbl strap A/C	92.44	462.20	89.55	447.75	95.48	477.40
43	20	1" c.f. x m.n. curb stop w/ lock wing	49.44	988.80	72.34	1,446.80	69.88	1,397.60
44	10	3/4" Straight Cut Off Fip X Fip W/Lockwing N/L	37.66	376.60	37.67	376.70	38.08	380.80
45	10	1" Straight Cut Off Mip X Fip W/Lockwing N/L	58.91	589.10	41.82	418.20	59.57	595.70
46	10	3/4" Brass Tee Comp X Comp X Comp N/L	31.06	310.60	29.21	292.10	31.42	314.20
47	10	1" Brass Tee Comp X Comp X Comp N/L	33.24	332.40	40.50	405.00	33.61	336.10
			Sub Total:	\$ 42,591.20	Sub Total:	\$ 43,241.65	Sub Total:	\$ 41,662.85

Part C: Gate Valves Hydrants & Valve Boxes			HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY	
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	10	2" IB R/W Threaded Gate Valve	213.25	2,132.50	239.26	2,392.60	210.44	2,104.40
2	10	4 MJ Gate Valve w/Accs. R/W	419.76	4,197.60	422.87	4,228.70	368.24	3,682.40
3	10	6 MJ Gate Valve w/Accs. R/W	513.37	5,133.70	550.02	5,500.20	471.96	4,719.60
4	8	8 MJ Gate Valve w/Accs. R/W	785.90	6,287.20	842.03	6,736.24	723.80	5,790.40
5	6	6 MJ x Flg. Gate Valve w/ MJ Accs.	489.48	2,936.88	520.35	3,122.10	463.78	2,782.68
6	3	8 MJ x Flg. Gate Valve w/ MJ Accs.	752.46	2,257.38	820.05	2,460.15	715.71	2,147.13
7	25	18-24 Valve Boxes w/lids	23.87	596.75	33.00	825.00	29.00	725.00
8	10	Valve Box Spacer 2"	9.95	99.50	9.20	92.00	8.70	87.00
9	10	Valve Box Spacer 4"	18.14	181.40	13.68	136.80	13.04	130.40
10	10	Valve Box Spacer 6"	24.57	245.70	15.96	159.60	15.22	152.20
11	10	4" Bury Fire Hydrant w/6 Aquagrip	1,939.61	19,396.10	1,991.35	19,913.50		NO BID
12	10	6" super centurion A423 5 1/4 Mueller F.H. ext.	213.92	2,139.20	258.19	2,581.90		NO BID
13	10	12" super centurion A423 5 1/4 Mueller F.H. ext.	252.81	2,528.10	301.46	3,014.60		NO BID
14	10	18" super centurion A423 5 1/4 Mueller F.H. ext.	286.85	2,868.50	342.25	3,422.50		NO BID
15	5	MJ Fitting for 4" PVC Pipes 90° w/MJ Accs.	59.15	295.75	62.07	310.35	57.00	285.00
16	5	MJ Fitting for 6" PVC Pipes 90° w/MJ Accs.	87.42	437.10	95.29	476.45	87.50	437.50
17	5	MJ Fitting for 8" PVC Pipes 90° w/MJ Accs.	117.88	589.40	128.50	642.50	118.00	590.00

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part C: Gate Valves Hydrants & Valve Boxes

		HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY		
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
18	5	MJ Fitting for 10" PVC Pipes 90° w/MJ Accs.	187.23	936.15	198.75	993.75	182.50	912.50
19	5	MJ Fitting for 12" PVC Pipes 90° w/MJ Accs.	235.38	1,176.90	251.02	1,255.10	230.50	1,152.50
20	5	MJ Fitting for 4" PVC Pipes 45° w/MJ Accs.	53.15	265.75	55.54	277.70	51.00	255.00
21	5	MJ Fitting for 6" PVC Pipes 45° w/MJ Accs.	76.43	382.15	83.31	416.55	76.50	382.50
22	5	MJ Fitting for 8" PVC Pipes 45° w/MJ Accs.	101.89	509.45	111.08	555.40	102.00	510.00
23	5	MJ Fitting for 10" PVC Pipes 45° w/MJ Accs.	153.26	766.30	161.72	808.60	148.50	742.50
24	5	MJ Fitting for 12" PVC Pipes 45° w/MJ Accs.	204.41	1,022.05	217.26	1,086.30	199.50	997.50
25	5	MJ Fitting for 4" PVC Pipes Tee's w/MJ Accs.	82.22	411.10	86.03	430.15	79.00	395.00
26	5	MJ Fitting for 6" PVC Pipes Tee's w/MJ Accs.	128.39	641.95	139.94	699.70	128.50	642.50
27	5	MJ Fitting for 8" PVC Pipes Tee's w/MJ Accs.	175.82	879.10	191.66	958.30	176.00	880.00
28	5	MJ Fitting for 10" PVC Pipes Tee's w/MJ Accs.	259.61	1,298.05	274.98	1,374.90	252.50	1,262.50
30	5	MJ Fitting for 12" PVC Pipes Tee's w/MJ Accs.	356.34	1,781.70	355.56	1,777.80	326.39	1,631.95
			Sub Total:	\$ 62,393.41	Sub Total:	\$ 66,649.44	Sub Total:	\$ 33,398.16

Part D: Sewer Items

		HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY		
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	30	24" M/H Rings & ductile Covers San. Sewer W/City landscape Logo - Made in USA	234.63	7,038.90	243.09	7,292.70	375.00	11,250.00
2	30	27 x 2 hdpe grade rings	17.55	526.50	34.20	1,026.00	28.00	840.00
3	20	Standard 24" Rain Guards for Sewer Manholes	30.00	600.00	22.50	450.00	24.00	480.00
4	10	Fernco's Clamp for 4"x4" C.I./PVC X Clay	3.53	35.30	3.58	35.80	7.50	75.00
5	10	Fernco's Clamp for 6"x6" C.I./PVC X Clay	7.56	75.60	7.68	76.80	9.75	97.50
6	10	Fernco's Clamp for 8"x8" C.I./PVC X Clay	11.59	115.90	11.78	117.80	14.75	147.50
7	2	8 x 2 MJ w/accy Tapped Cap	68.93	137.86	73.00	146.00	69.00	138.00
8	2	6 x 2 MJ w/accy Tapped Cap	51.95	103.90	55.002	110.00	52.00	104.00
9	30	36" Manhole Ring & ductile Covers W/City landscape Logo - Made in USA	335.00	10,050.00	366.73	11,001.90	675.00	20,250.00

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part D: Sewer Items		HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY		
Item No.	Qty	Product Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
10	30	34 x 2 hdpe grade rings	48.34	1,450.20	45.95	1,378.50	46.00	1,380.00
11	10	24" pamtight d.i. ring & cover water tight	555.00	5,550.00	594.00	5,940.00	400.00	4,000.00
12	10	32" pamtight d.i. ring & cover water tight	777.56	7,775.60	1,020.00	10,200.00	750.00	7,500.00
13	30	Butyl Mastic sealant 21' roll	3.89	116.70	5.85	175.50		NO BID
14	25	25' N/O Weighted Float Switch	19.50	487.50	19.50	487.50		NO BID
15	25	40' N/O Weighted Float Switch	22.88	572.00	29.81	745.25		NO BID
16	4	3" L/W bronze face check valve w/acc	909.79	3,639.16	567.83	2,271.32	1,052.14	4,208.56
17	4	4" L/W bronze face check valve w/acc	1,079.10	4,316.40	743.15	2,972.60	1,238.34	4,953.36
18	4	6" L/W bronze face check valve w/acc	1,441.67	5,766.68	983.92	3,935.68	1,664.90	6,659.60
19	4	8" L/W bronze face check valve w/acc	2,178.10	8,712.40	1,401.95	5,607.80	2,516.23	10,064.92
20	4	10" L/W bronze face check valve w/acc	3,517.88	14,071.52	2,235.50	8,942.00	4,049.16	16,196.64
21	6	3" C/I threaded companion flanges	12.21	73.26	11.55	69.30	12.22	73.32
22	6	4" C/I threaded companion flanges	16.10	96.60	17.40	104.40	16.11	96.66
23	6	6" C/I threaded companion flanges	21.65	129.90	23.40	140.40	21.67	130.02
24	6	8" C/I threaded companion flanges	33.30	199.80	31.50	189.00	33.33	199.98
25	4	3" gate valve flg/flg w/acc	319.47	1,277.88	347.23	1,388.92	317.06	1,268.24
26	4	4" gate valve flg/flg w/acc	364.91	1,459.64	463.38	1,853.52	354.11	1,416.44
27	4	6" gate valve flg/flg w/acc	478.33	1,913.32	627.39	2,509.56	427.40	1,709.60
28	4	8" gate valve flg/flg w/acc	733.86	2,935.44	841.20	3,364.80	730.81	2,923.24
29	4	10" gate valve flg/flg w/acc	1,198.27	4,793.08	1,366.47	5,465.88	1,172.74	4,690.96
30	2	48"x3'x1/2" fiberglass M/H w/32" opening	608.63	1,217.26	578.34	1,156.68		NO BID
31	2	48"x4'x1/2" fiberglass M/H w/32" opening	720.02	1,440.04	684.18	1,368.36		NO BID
32	2	48"x5'x1/2" fiberglass M/H w/32" opening	823.45	1,646.90	782.46	1,564.92		NO BID
33	2	48"x6'x1/2" fiberglass M/H w/32" opening	930.85	1,861.70	884.52	1,769.04		NO BID
34	2	48"x7'x1/2" fiberglass M/H w/32" opening	1,042.24	2,084.48	990.36	1,980.72		NO BID
35	2	48"x8'x1/2" fiberglass M/H w/32" opening	1,145.66	2,291.32	1,088.64	2,177.28		NO BID

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part D: Sewer Items			HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY	
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
			Sub Total:	\$ 94,562.74	Sub Total:	\$ 88,015.93	Sub Total:	\$ 100,853.54
Part E: PVC Materials			HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY	
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	100	18" PVC c/900 Pipe DR 18	37.36	3,736.00	36.00	3,600.00	39.92	3,992.00
2	100	16" PVC c/900 Pipe DR 18	29.63	2,963.00	27.50	2,750.00	35.00	3,500.00
3	150	12" PVC c/900 Pipe DR 18	16.60	2,490.00	16.31	2,446.50	16.12	2,418.00
4	100	10" PVC DR 18 Pipe	11.76	1,176.00	11.55	1,155.00	11.42	1,142.00
5	200	8" PVC c/900 Pipe DR 18	7.83	1,566.00	7.87	1,574.00	7.60	1,520.00
6	200	6" PVC c/900 Pipe DR 18	4.52	904.00	4.53	906.00	4.39	878.60
7	200	4" PVC DR18	2.27	454.00	2.29	458.00	2.21	441.80
8	10	3" PVC Sch 40 Pipe	1.81	18.10	1.71	17.10	1.90	19.00
9	200	2" PVC c/200 Pipe Gasket	0.57	114.00	0.72	144.00	1.05	210.00
10	100	1 1/2" Sch 40 PVC Pipe	0.78	78.00	0.73	73.00	0.70	70.00
11	100	1 1/4" Sch 40 PVC Pipe	0.66	66.00	0.61	61.00	0.69	69.00
12	200	1" Sch 40 PVC Pipe	0.51	102.00	0.48	96.00	0.50	100.00
13	200	3/4" Sch 40 PVC Pipe	0.32	64.00	0.30	60.00	0.38	76.00
		C909		0.00		0.00		0.00
14	100	12" C909 DR-18	14.66	1,466.00	16.31	1,631.00	16.12	1,612.00
15	100	10" C909 DR-18	10.39	1,039.00	11.55	1,155.00	11.42	1,142.00
16	100	8" C909 DR-18	6.92	692.00	7.78	778.00	7.60	760.00
17	100	6" C909 DR-18	3.97	397.00	4.53	453.00	4.39	439.00
18	100	4" C909 DR-18	2.85	285.00	2.29	229.00	2.21	221.00
		SDR 35		0.00		0.00		0.00
19	100	8" SDR 35	3.66	366.00	3.66	366.00	3.55	355.00
20	100	6" SDR 35	2.04	204.00	2.05	205.00	1.98	198.10

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part E: PVC Materials

ACT PIPE SUPPLY

AQUAWORKS PIPE & SUPPLY

HD SUPPLY WATERWORKS

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
21	100	4" SDR 35	0.93	93.00	0.91	91.10		
22	700	3/4 Polyethylene Serv. Tubing (100' Rolls)	0.24	168.00	0.40	280.00		
23	500	1" Service Tubing	0.39	195.00	0.45	225.00		
			Sub Total:	\$ 18,601.60	Sub Total:	\$ 19,759.60	Sub Total:	\$ -

Part F Tapping Material Items

ACT PIPE SUPPLY

AQUAWORKS PIPE & SUPPLY

HD SUPPLY WATERWORKS

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	5	Tapping Sleeve A/C 8"x6" (Stainless steel) / PVC	499.08	2,495.40	342.91	1,714.55		
2	5	Tapping Sleeve 8X6 for c/900 (Stainless steel) / AC	499.08	2,495.40	342.55	1,712.75		
3	10	Tapping Sleeve 12x6 for C900PVC (Stiless steel)	660.33	6,603.30	390.68	3,906.80		
4	5	Tapping Sleeve 12x6 for A/C (Stainless steel)	660.33	3,301.65	390.68	1,953.40		
5	5	Tapping Sleeve 12x8 for A/C (Stainless steel) / PVC	828.48	4,142.40	472.89	2,364.45		
6	5	Mega Lugs 4" for PVC Pipe	18.58	92.90	20.67	103.35		
7	5	Mega Lugs 6" for PVC c/900	22.48	112.40	25.00	125.00		
8	5	Mega Lugs 8" for PVC c/900	33.27	166.35	37.00	185.00		
9	5	Mega Lugs 10" for PVC Pipe	62.94	314.70	70.00	350.00		
10	5	Mega Lugs 12" for PVC c/900	66.23	331.15	73.67	368.35		
11	5	Bolt Packs for 4" Mega Lugs	12.09	60.45	8.63	43.15		
12	5	Bolt Packs for 6" Mega Lugs	14.99	74.95	10.81	54.05		
13	5	Bolt Packs for 8" Mega Lugs	16.98	84.90	11.76	58.80		
14	5	Bolt Packs for 10" Mega Lugs	26.93	134.65	15.43	77.15		
15	5	Bolt Packs for 12" Mega Lugs	28.03	140.15	16.67	83.35		
16	3	12X4 Tapp Sleeve C900	595.60	1,786.80	351.71	1,055.13		
17	3	12X4 Tapp Sleeve A/C	595.60	1,786.80	351.71	1,055.13		
18	2	12 X 8 Tapping Sleeve C-900 (Stainless Steel)	828.48	1,656.96	472.89	945.78		
			Sub Total:	\$ 25,781.31	Sub Total:	\$ 20,557.26	Sub Total:	\$ 16,156.19

Continued Tabulation for Waterworks Collection / Distribution Materials Bid No. 2013-14-10

Part G Meter Boxes / Lids

HD SUPPLY WATERWORKS		AQUAWORKS PIPE & SUPPLY		ACT PIPE SUPPLY		
Item No.	Qty	Product Description	Unit Price	Item Total	Unit Price	Item Total
1	100	1300 Meter Box w/Solid Blue Lid	15.03	1,503.00	15.39	1,539.00
2	100	1500 Jumbo Meter Box w/Solid Blue Lid	27.38	2,738.00	35.50	3,550.00
3	150	Lids Only - Solid 1300 Series Blue	6.14	921.00	7.72	1,158.00
4	150	Lids Only - Solid 1500 Series Blue	10.53	1,579.50	19.39	2,908.50
5	30	Meter Riser Brz. 1"x1"x10	29.76	892.80		NO BID
6	30	Meter Riser Brz. 5/8 x 5/8 x 7	58.09	1,742.70		NO BID
7	100	Brooks Meter Locks	3.87	387.00		NO BID
8	10	Brooks Meter Keys	62.33	623.30		NO BID
9	8	Meter pit pumps w/6' discharge hose	5,708.58	45,668.64		NO BID
10	100	Lids only with plastic reader / 1300	6.14	614.00	8.08	808.00
11	100	Lids only with plastic readers / 1500	10.53	1,053.00	19.61	1,961.00
			Sub Total:	\$ 57,722.94	Sub Total:	\$ 11,924.50
			\$ 361,580.56	Grand Total	\$ 261,268.86	Grand Total

HD SUPPLY WATERWORKS

Pre Adjusted Total \$359,713.51

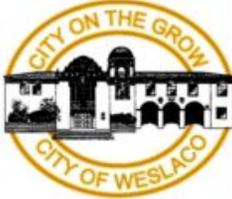
AQUAWORKS PIPE & SUPPLY

Pre Adjusted Total \$301,659.07

ACT PIPE SUPPLY

Pre Adjusted Total \$263,251.21

INCOMPLETE BID



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): VII. D.	
From (name, title, department and who submitting on behalf of, if any): David Salinas, Public Utilities Director, Public Utilities Department			
Subject: Resolution to adopt water conservation and drought contingency plan			
Discussion: Discussion in consideration to authorize resolution to adopt water conservation and drought contingency plan and authorize the Mayor to execute all related documents and budget amendment as maybe required.			
Funding Source (budget code, if applicable): N/A			
Amount:	Term of Impact: #[] year(s)	Identified in Current Budget:	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Staff recommends approval for the above mentioned.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): water conservation and drought contingency plan			
Responsibilities upon Approval: Upon approval, City Secretary office will convey executed proposal to the Finance Dept. and forward a copy to the Public Utilities Department.			

City of Weslaco

WATER CONSERVATION
AND
DROUGHT CONTINGENCY PLAN

Prepared for:
City of Weslaco, Texas
255 S. Kansas
Weslaco, Texas 78596-6285
July 30, 2014



Prepared by:

Trinidad Cantu III
Assistant Public Utilities Director

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I. INTRODUCTION

The City of Weslaco's water conservation and drought response plan meets the requirements of Title 30, Chapter 288 of the Texas Administrative Code (30 TAC § 288). The Texas Commission for Environmental Quality (TCEQ) requires water conservation plans to be updated every five years.

The plan is needed to comply with the TCEQ requirements that all municipal water right holders of 1,000 acre-feet of water per year or more, and cities applying for a new water right or an amendment to an existing water right, must submit a water conservation and drought response plan.

The plan will include a review of the City's current and future water demand, supply and production capacity, an analysis of water conservation opportunities and reduction goals with initial five and ten year water conservation targets; and preparation of the water conservation and drought contingency plans for adoption.

The study will establish a baseline to understand the current water demand, metered or unmetered, and develop steps to reduce it. The demand reduction should eventually result in a more durable water supply, i.e. satisfying the demand caused by the city's growth while limiting water right purchases.

As the City moves in the direction of water conservation and reuse, the water conservation plan will serve as a planning guide to create conservation activities and monitoring programs. The drought contingency and emergency response plan is designed to give the City clear guidelines and lines of authority during specific natural or man-made events that may disrupt the normal delivery of water service.

II. WATER CONSERVATION PLAN

The preceding sections have developed the concepts needed to derive tangible, quantified water conservation targets. The City of Weslaco understands that simply stating a level of savings does not translate into a successful program implementation, thus the need to discuss the possible opportunities for conservation with measurable results.

A. Water Conservation Goals

5 & 10-Year Targets

The City of Weslaco water use patterns suggest further conservation gains will require great efforts. This is manifested by the fact that both parameters of importance in water conservation:

Based on data found on the utility profile and on evaluation of Weslaco's water consumption practices, Weslaco has set the following goals to be achieved through the adoption of this Water Conservation Plan.

1. To reduce daily Municipal per capita water use to 150 GPCD by the year 2019 and reduce the target water loss to 15 GPCD water loss percentage to 10%; and 148 GPCD by the year 2024 and reduce the target water loss 148 GPCD and 9% water loss.
2. To implement long term cost-effective recovery measures for major causes of unaccounted for water loss due to metering.
3. To increase both public and employee awareness regarding water conservation and water related issues. This will especially be encouraged during the summer months when water consumption increases significantly.
4. To promote the re-use of treated wastewater effluent for agriculture, industry, and public use.

B. Public Education

The City recognizes the fact that considerable gains in water conservation come from individual actions thus it will develop a permanent public education campaign to promote a culture of prudent water use at home. Specific plans will be developed in the next year so that a reasonable approach can be matched with an adequate budget.

C. Recycling and Reuse

The City of Weslaco is also exploring the possible use of the treated wastewater effluent for agriculture, industry, and private use.

D. Metering

New meters, 2 inches and smaller in size, are bought according to the latest revision of "AWWA C-700 Standard for Cold-Water Meters" in order to specify all materials, design, and testing of these meters. The manufacturer will guarantee that all new meters will test at an accuracy of 98.5% to 101.5% at the low flow rate designed by "AWWA Standards Manual M-6" on a meter size or size basis.

Older meters that may be over or under registering will be replaced as time permits in order to accurately account for water sales and lower unaccounted-for water losses.

Weslaco uses computers to maintain billing accounts, to keep accurate records of water consumption, and to identify high and low water user accounts. Weslaco will test all meters that appear to show unusually high or low water usage based on fluctuating meter reading data. Meter readers test meters based on an as needed basis, or when customers complain or a problem arises. Meter testing is done at the shop. Customers may accompany the meter reader to the shop and verify the test. If the meter is over-registering the customer's account will be credited, or if the meter is under-registering, the meter is then replaced with a new one.

E. Leak Detection and Repair

The City will develop a leak detection program to measures and locate leaks within the next five years. Customers and City staff currently call-in water breaks to the Utilities Department. Repairs are usually addressed within 30 minutes.

F. Plumbing Codes and Retrofit Programs

The City of Weslaco has adopted the Standard International Plumbing Code, 2012 Edition for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

The City of Weslaco encourages businesses and homeowner's to replace older water fixtures like low-flow showerheads, faucet aerators, and toilet dams purchased before January 1, 1992, with the newer efficient replacements. Weslaco will also advocate the use of low demand water appliances instead of older, high use ones in homes and businesses.

G. Conservation Orientated Water Rate Structure

The City of Weslaco has established three schedules of rates to be charged for the consumption of water supplied through the city water system, as follows:

1. Standard water rate schedule within the city limits for Weslaco's customers under the city's Certificate of Convenience and Necessity.
2. Standard water rate schedule for areas previously covered by Military Highway WSC and North Alamo WSC Certificate of Convenience and Necessity relating to any buyout phases whereby the City has entered into agreements with MHWSC and NAWSC for buyout of

their certified area.

3. Standard water rate schedule outside of Weslaco’s City limits.

The following water rates show the standard rate to be charged for water furnished and consumed by single-family residence, multi-family residence, commercial, and industrial customers within the City. Water and sewer rates are periodically evaluated and updated as needed, so information in is subject to future change.

Schedule A. Residential Inside City Limits

(1) Minimum monthly bill, (not including water).....
\$15.94

Minimum monthly bill, (includes 2,000 gallons of water) if applied for by a Resident over 65 years of age, Disabled, or a Veteran\$10.41

(2) Charge per each 1,000 gallons or portion thereof.....\$2.71

Schedule B. Commercial Inside City Limits

(1) Minimum monthly bill (not including water):
5/8 inch or ¾ inch meter..... \$16.26
1 inch meter..... \$18.64
1 ½ inch meter..... \$21.70
2 inch meter..... \$26.25
3 inch meter..... \$37.69
4 inch meter..... \$52.60
6 inch meter..... \$86.34
8 inch meter..... \$109.65

(2) Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons\$2.90
15,000 to 15,001 gallons..... \$13.87
15,001 to 30,000 gallons.....\$3.23
30,000 to 35,000 gallons.....\$3.26
35,000 to 35,001 gallons.....\$13.43
Over 35,001 gallons.....\$3.26

Schedule C. Multi Family Inside City Limits

(1) Minimum monthly bill (not including water):
5/8 inch or ¾ inch meter..... \$16.26
1 inch meter..... \$17.55
1 ½ inch meter..... \$21.70
2 inch meter..... \$26.25
3 inch meter..... \$37.69
4 inch meter..... \$52.60
6 inch meter..... \$86.34
8 inch meter..... \$109.65

Multi Family residents whose water rates increase because of Ordinance 2013-26 affixing the rate structure for “Multi Family Inside City Limits” may request a 2% reduction of their current minimum monthly bill as assigned by the Water Rates prescribed to be “Residential Inside City Limits” from the Weslaco City Manager.

(2) Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons\$ 2.90
15,000 to 15,001 gallons (An Addition to the base fee when this level is reached.)\$13.87
15,001 to 30,000 gallons.....\$ 3.23
30,000 to 35,000 gallons.....\$ 3.26

35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)	\$13.43
Over 35,001 gallons.....	\$ 3.26

Schedule D. Irrigation Meters Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or 3/4 inch meter.....	\$ 8.29
1 inch meter.....	\$11.17
1 1/2 inch meter.....	\$15.32
2 inch meter.....	\$19.88
3 inch meter.....	\$31.31
4 inch meter.....	\$46.22
6 inch meter.....	\$79.97
8 inch meter.....	\$103.28

(2) Charges per each 1,000 gallons or portion thereof:

0 to 10,000 gallons	\$2.77
10,000 to 15,000 gallons.....	\$2.86
Over 15,000 gallons.....	\$2.91

(3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

Schedule E. Service Provided to Customers Residing Outside of the City Limits

(1) The monthly water charges for any customer (residential, commercial, multi-family, irrigation, or other) located outside the corporate limits of the City of Weslaco shall be at the rate of 150% of the rate charged customers inside the corporate limits of the City.

III. DROUGHT CONTINGENCY PLAN

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of drought, emergency conditions, or other water shortages, this water plan incorporates the following regulations and restrictions on the delivery and consumption of water, to be adopted and enforced via City of Weslaco (the City) ordinance.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this section.

A. Public Involvement

Opportunity for the public to provide input into the preparation of the Drought Plan was provided by the City of Weslaco by scheduling and providing public notice of a public meeting to accept input on the Drought Plan.

B. Public Education

Weslaco Public Utility will periodically provide the public with information about drought Contingency Plan, including information about the conditions under which each stage of the Drought Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of periodic publications in the local newspaper and utility bill inserts or mail-out.

C. Coordination with Regional Water Planning Groups

The consumer conveyance and necessity (CCN) of the Weslaco Public Utility is located within the lower Rio Grande Valley. The City of Weslaco has provided a copy of this Water Conservation and Drought Contingency Plan to the Lower Rio Grande Valley Development Council Region M.

D. Implementation and Enforcement

The City Manager, or his/her designee, is authorized and directed to implement the applicable provisions of this plan upon their determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, is authorized to initiate or terminate response measures as described in this Plan. In case of an emergency situation (e.g. canal breakdown, pump failures, line ruptures, etc.) the City Manager, or his/her designee, is authorized to take immediate actions deemed necessary to minimize or mitigate the risks and impacts of the water supply emergency. Steps in an emergency can include activation of any relevant portions of this plan, as determined appropriate by the City Manager, or his/her designee.

E. Triggering Criteria and Response Stages

The City Manager, or his/her designee, shall monitor water supply and demand conditions on a monthly basis, and shall determine when conditions warrant initiation or termination of each stage of then Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on water supply considerations and extraordinary circumstances faced by the water system. For the water supply, the source of information is the levels of U.S. water storage in Amistad and Falcon Reservoirs at which stages of the Plan will be implemented or terminated. For the non-supply related triggers, the stages will be terminated whenever the level of service is restored to normal.

In the case of the water supply triggers, the stage determination is intended to be progressive, but for extraordinary circumstances the City Manager or his/her designee may invoke any stage at any time, at his/her discretion.

Upon determining that a trigger condition has been reached and a stage of the Plan initiated, the City Manager, or, shall implement the following notification procedures and practices.

Stage 1 Triggers – Mild Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 51% or 1,660,000 AF (or below), Stage 1 of the Plan shall be initiated. When the level is above this amount this stage may be terminated.

When water demand projections for the year suggest that the City’s available water rights may be used at 95 percent.

Target

Achieve a voluntary 2% reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.

Best Management Practices for Demand Management

Inform the public through notification channels described above that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps which can be taken will be provided as part of the public notification. Directly notify major water users, as defined previously, of the situation and request voluntary water use restrictions.

Wholesale customers are also directly notified of the activation of the Plan, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan.

Stage 2 Triggers – Moderate Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 25% or 834,600 AF (or below), Stage 2 of the Plan shall be initiated. When the level is above this amount this stage may be terminated.

When a condition, natural or man made, causes system-wide problems and in the opinion of the City, the normal and customary level of water service may be diminished for a period of time.

When water demand projections for the year suggest that the City's available water rights may be used at 98 percent.

Target

Achieve a three percent reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.

Best Management Practices for Demand Management

1. Under Stage 2 the City Manager, or his/her designee, may restrict the watering of grass and vegetation as follows:
 - a. The watering of trees, shrubbery, gardens, vegetables, and flowers may be permitted through the means of a hand-held hose equipped with a positive shutoff nozzle, a drip irrigation system, a hand-held bucket or watering can, or a sprinkler system which is either attended throughout its use or is equipped with an automatic shutoff.
 - b. The watering of residential lawns will be prohibited except on irrigation days. Irrigation days will be permitted once every seven (7) days from midnight to 7:00am and from 7:00pm to midnight. Odd numbered addresses will be allowed to water on Tuesdays, and even numbered addresses will be allowed to water on Thursday. Hand-held hose or drip irrigation is permitted any day.
 - c. Commercial nurseries and sod farms shall be exempted from the prohibitions of this subparagraph and shall be permitted to water nursery stock by means of a hand-held bucket or watering can, or a sprinkler system which is attended throughout its use, is equipped with an automatic shutoff, or recaptures and re-circulates irrigation water.
2. Adding water to swimming pools is permitted only on irrigation days.
3. Allowing water to run off yards or plants into gutters or streets shall be deemed a waste of water and is prohibited.
4. The washing of automobiles, trucks, trailers, boats, airplanes, and any other type of mobile equipment is prohibited except that individuals may wash their private cars

or boats if they use a bucket, pail, or normal sized receptacles, and further that filling stations shall wash their customers' cars with a bucket, pan, pail, or other receptacle not larger than of five-gallon capacity. An individual or filling station, after washing, shall be permitted to rinse the car or boat off with a hose, using only a reasonable amount of water in doing so. Commercial or automatic car wash establishments shall use minimum practical water settings.

5. The washing of building exteriors and interiors, trailers, trailer houses, and railroad cars is prohibited, except where in the interests of public health the City Manager, or his/her designee, may permit limited use of water on a case-by-case basis.

6. The permitting or maintaining of defective plumbing in a home, business establishment, or any location where water is used on the premises is prohibited. This defective plumbing shall include, but not be limited to, the existence of out-of-repair water closets, underground leaks, defective faucets and taps. The permitting of water to flow constantly through a tap, hydrant, valve, or otherwise by a user of water connected to the city system, shall be considered as wasting of water and is prohibited.

7. The use of fire hydrants for any purpose other than fire fighting is prohibited, except where the City Manager, or his/her designee, may permit the use of metered fire hydrant water by the city or by commercial operators using jet rodding equipment to clear sanitary and storm sewers.

8. The use of water in ornamental fountains or in artificial waterfalls where the water is not reused or re-circulated in any manner is prohibited.

9. The use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area, building, or structure is prohibited.

10. The use of water for dust control is prohibited.

11. The use of potable water by a golf course to irrigate any portion of its grounds except those areas designated as tees and greens, and except between the hours of 6:00 am and 9:00 AM on designated watering days (see 1a above) is prohibited.

12. Any use of water for the purposes or in a manner prohibited in this section shall be deemed to be a waste of water, and any person violating any of the provisions of this article and any person in whose name a water meter connection is registered in the water department which water connection serves premises upon which a violation occurs, and proof that the particular premises has a water meter connection registered in the name of the defendant in the complaint, shall constitute in evidence a prima facie presumption that the person in whom such water connection was registered was the person who permitted or caused the act of

waste charged to occur on the premises.

13. Wholesale customers are also directly notified of the activation of this Stage, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan. See section 3.12 below

Stage 3 Triggers – Severe Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 15% or 504,600 MAF (or below), Stage 3 of the Plan shall be initiated. When the level is above this amount this stage may be terminated.

When a condition related to extraordinary circumstances, such as impact on the water system due to natural disasters or unanticipated restrictions on the raw water delivery system, severely and immediately diminishes the City's ability to deliver a normal and customary level of water.

When water demand projections for the year suggest that the City's available water rights may be used at 100 percent.

Target

Achieve a four percent reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.)

Best Management Practices for Demand Management

1. New service connections to the City's water system are prohibited where some other source independent of the City's water supply is existing and in use at the time of adoption of this Plan.
2. The use of water to serve a customer in a restaurant unless requested by the customer is prohibited.
3. The use of water for the expansion of commercial nursery facilities is prohibited.
4. The use of water for scenic and recreational ponds and lakes is prohibited.
5. The use of water for private, single-family residential swimming, wading, and Jacuzzi-type pools, hot tubs and the like or similar uses is prohibited.
6. The use of water for municipally owned swimming pools is prohibited.
7. The use of water for privately owned neighborhood and subdivision swimming pools is prohibited.

8. The use of water to put new agricultural land into production is prohibited.
9. The use of water for new planting or landscaping is prohibited.
10. No application for new, additional, further expanded, or increased in size water service connection, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved, or installed except as approved by the City Manager, Allocation and Review Committee, and City Planning Department.
11. The City will require that industrial and commercial users implement an individual curtailment plan. The curtailment goal will aim to allow the user a reasonable level of operation; however the City will reserve the right to require additional mandatory curtailments, if a state of emergency is declared.
12. The maximum monthly use for a residential customer will be 15,000 gallons. Revised rates and penalties will be implemented on all water used in excess of that amount. The rate will increase to 1-1/2 times the normal rate, and penalties will be administered as listed in section 3.10 below.
13. The City Council and City Manager shall take those actions deemed necessary to meet the conditions resulting from any emergency.
14. Wholesale customers are also directly notified of the activation of this Stage, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan. See section 3.12 below.

IV. PENALTY OF VIOLATIONS

An ordinance establishing the City's Drought Contingency Plan and providing penalties for non-compliance has been drafted and presented to the City Commission for adoption. The City Manager is authorized to implement the Drought Contingency Plan including decisions regarding the determination of water supply and water demand conditions, whether to upgrade and downgrade the conditions and whether to initiate specified actions or terminate such action when conditions warrant. The City Manager shall also have the authority to promulgate rules and regulations if necessary to protect the public health and safety in the event of water system failure. The City's Police Department and Public Utilities Department is empowered to enforce the conditions of the Drought Contingency Plan.

The following enforcement provisions shall be activated as part of the Plan to ensure compliance with its restrictions.

- (a) No person shall knowingly or intentionally allow the use of water from the City of Weslaco for residential, commercial, industrial, agricultural, governmental, or any purpose in a manner contrary to the provisions of this plan, or in an amount in excess of that permitted by the stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50.00 dollars and not more than \$500.00 dollars.
- (c) To implement the requirements of this plan, the following steps will be utilized to address those individuals who are not complying with the plan.

Any City of Weslaco Code Enforcement Officer may issue a citation to a person he/she reasonably believes to be in violation of this ordinance. The citation issues will be the standard NOTICE OF VIOLATION currently in use.

Step 1: Verbal communication instructing the party to discontinue non-compliance

Step 2: If non-compliance continues, a citation will be issued

Step 3: If non-compliance continues, assess fines according to the City Ordinance instituting this plan.

Step 4: If non-compliance continues, and the fines are not paid, the City will disconnect the water service and a reconnect fee will be required to re-institute the service.

A. Variances

The Water Conservation Management Committee may, in writing, grant temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance, and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Weslaco within five (5) days after the Plan or a particular stage has been invoked. All petitions for variances shall be reviewed by the Water Conservation Management Committee and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

B. Wholesale Customers

The City of Weslaco, in the event this plan is activated, shall distribute water to all current and future wholesale providers in accordance with this plan. Existing customers shall be requested to reduce demand as described below, and are subject to the same use prohibitions listed above.

Upon activation of any stage of this Plan, wholesale customers shall be directly notified within twenty- four (24) hours. Wholesalers are required to notify their customers within seven (7) days of the activation of any stage of this plan. All relevant portions of this plan are effective at the end of this seven (7) day period.

The notification to wholesale customers shall include the following language:

“The City reserves the right, under section 11.039(b)(2) of the Texas Water Code, to reduce the amount of water supplied to wholesale customers in accordance with the goals established under the Drought & Emergency Contingency Plan. Wholesale suppliers are encouraged to adopt this or a similar plan to achieve the necessary demand reductions within their system that will accomplish the goals of the City of Weslaco Drought Contingency Plan. Any reduction in water supplied to wholesale customers shall be limited to those stated in the targets for each stage (e.g. Stage 1, 2% reduction from previous thirty day water consumption), unless otherwise determined by the City Manager, or his/her designee, as described in the complete plan.”

V. UTILITY PROFILE

A. Service Area

The City of Weslaco is located in South Texas, east of McAllen and west of Harlingen in the Rio Grande Valley area. The City holds Certificate of Convenience and Necessity (CCN) no. 10568, serving an area of 12.9 square miles.

The City provides water to residential, commercial, and industrial concerns within its municipal boundaries and Extra-Territorial Jurisdiction (ETJ); the service area also includes subdivisions and colonias in the ETJ. In addition, Weslaco provides water on a wholesale basis to Military Highway and North Alamo Water Supply Corporations.

Wastewater service is provided inside the City limits and to selected developments in the ETJ.

B. Water System Description

The City of Weslaco has one water treatment plant originally constructed in 1945. The plant treats Rio Grande river surface water with a conventional surface water treatment and is rated at 8.25 MGD. A below-ground storage tank at the plant site has a capacity of 1.085 million gallons. Over the last three years the plant worked at an average daily flow of 4.8 MGD, with a high production summer peaks nearing its rated capacity.

The distribution system includes 126 miles of transmission lines and water mains and it has three elevated storage tank with a combined capacity of 1.3 million gallons.

C. Wastewater System Description

The wastewater system includes 52 lift stations, and two wastewater treatment plants, with a combination of VCP and PVC pipe, ranging in size from 6 to 21 inches. A 30-in interceptor is being constructed.

The North WWTP is 3 MGD in capacity and the South WWTP. 2.5 MGD. Both plants treat water to a secondary level and discharge into unnamed tributaries. The North plant is operating at 70 percent capacity; its effluent continues to the Arroyo Colorado and eventually reaches the Laguna Madre in the Gulf of Mexico. The South plant is operating at 62 % capacity; its effluent takes the Rio Grande valley floodway to the Laguna Madre. The treatment plants are owned and operated by the City of Weslaco.

Texas Commission on Environmental Quality



**UTILITY PROFILE & WATER CONSERVATION PLAN
REQUIREMENTS
FOR MUNICIPAL WATER USE BY PUBLIC WATER
SUPPLIERS**

This form is provided to assist entities in water conservation plan development for municipal water use by a retail public water supplier. Information from this form should be included within a water conservation plan for municipal use. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Supply Division at (512) 239-4691.

Name of Entity: City of Weslaco

Address & Zip: 255 S. Kansas, Weslaco, TX 78596-6285

Telephone Number: (956) 973-3146 Fax: (956) 447-3298

Form Completed By: David Salinas

Title: Public Utilities Director

Date: _____

Signature _____

Name and Phone Number of Person/Department responsible for implementing a water conservation program: David Salinas, Public Facilities Director_____

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (square miles): 12.9
3. Current population of service area: 35,915

4. Current population served:
- a. water 32997
 - b. wastewater 32337
5. Population served by water utility for the previous five years: 6. Projected population for service area in the following decades:

Year	Population	Year	Population
2013	35,915	2020	_35,485
_2012	32,092	2030	40,645 _
2011	32,092	2040	46,229 _
_2010	_32,092	2050	52,328 _
_2009	_32,092_	2060_	_59,033 _

7. List source/method for the calculation of current and projected population:

Used US Census Bureau data.

B. Active Connections

1. Current number of active connections. Check whether multi-family service is counted as Residential or Commercial _____

2013 Active Connections (Treated Water Users)			
User Group	Metered	Unmetered	Total
Residential	9,059		9,059
Commercial	1,588		1,588
Industrial	NA		NA
Other	NA		NA
Total	10,647		10,647

2. List the net number of new connections per year for most recent three years:

New Connections Last Three Years			
User Group	2011	2012	2013
Residential	8,952	8,976	9,059
Commercial	1,521	1,532	1,588
Industrial	NA	NA	NA
Other	NA	NA	NA

C. High Volume Customers

List annual water use for the five highest volume customers
(indicate if treated or ~~raw water delivery~~)

2013 High Volume Customers (Treated Water)		
	Customer	Use (Kgal)
1	Military Hwy WSC	53,691
2	John Knox Village	19,295
3	North Side Apartments	18,146
4	Sevilla Apartment Homes	14,761
5	Knapp Medical Center	11,071

II. WATER USE DATA FOR SERVICE AREA A.

Water Accounting Data

- Amount of water use for previous five years (in 1,000 gal.):
Please indicate: ~~Diverted Water~~
Treated Water

Water Production Last Five Years (Kgal)					
Month	2013	2012	2011	2010	2009
January	150,388	163,584	151,548	129,288	160,222
February	153,317	136,036	155,152	105,184	153,664
March	188,065	181,094	184,595	141,495	180,934
April	172,448	178,338	197,844	138,713	194,969
May	156,639	184,078	204,651	165,591	193,888
June	179,025	215,574	187,818	161,569	183,919
July	176,539	183,965	166,014	141,764	230,347
August	184,803	199,696	191,860	176,931	235,765
September	134,240	168,909	187,059	125,558	147,145
October	158,317	170,330	177,067	150,213	150,849
November	137,216	162,451	178,189	162,835	132,336
December	133,394	150,901	161,036	168,969	115,346
Total	1,928,391	2,094,956	2,142,743	1,767,570	2,079,683

Indicate how the above figures were determined (e.g., from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

The water treatment plant has a meter for finished water going into the distribution system. The meter is read daily and amount of treated water delivered is calculated.

- Amount of water (in 1,000 gallons) delivered (sold) as recorded by the following account types for the past five years.

Water Sold to All Users (Kgal)					
User Group	2013	2012	2011	2010	2009
Residential	990,713	802,550	890,565	768,488	816,075
Commercial	742,669	773,702	818,201	699,194	777,881
Industrial					
Wholesale					
Other					
Total					

3. List previous five years records for water loss (the difference between water diverted (or treated) and water delivered (or sold))

Water Losses		
Year	Amt (Kgal)	%
2013	296,110	15.58
2012	499,288	23.75
2011	450,485	22.0
2010		
2009		

B. Projected Water Demands

If applicable, attach projected water supply demands for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirement from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized with each:

Water Supply (ac-ft)		
Type	Source	Amount
Surface Water	Rio Grande River	8,030.470
Groundwater	Local Aquifer	525.6
Contracts		NA
Other		NA

B. Treatment and Distribution System

- Design daily capacity of system: 8.25 MGD
- Storage Capacity: Elevated 2.3 MGD, Ground 1.087 MGD

3. If surface water, do you recycle filter backwash to the head of the plant?
Yes X No . If yes, approximately 15.7 MGD

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s): 7.25 MGD
2. Is treated effluent used for irrigation on-site, off-site X, plant wash-down X, or chlorination/dechlorination?
If yes, approximately 700,000 gallons per month. _____
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed of. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and, if wastewater is discharged, the receiving stream. If possible, attach a sketch or map which locates the plant(s) and discharge points or disposal sites.

B. Wastewater Data for Service Area

1. Percent of water service area served by wastewater system: 98 %
2. Monthly volume treated for previous three years (in 1,000 gallons):

Wastewater Treatment Last Three Years (Kgal)			
Month	2011	2012	2013
January	129.60	125.13	117.33
February	110.76	122.79	104.76
March	126.23	130.06	114.70
April	119.81	120.24	110.72
May	119.63	123.28	110.38
June	125.72	118.61	108.51
July	128.22	120.07	109.43
August	127.57	118.54	124.22
September	119.27	116.86	122.25
October	118.63	116.25	116.12
November	116.72	111.45	110.19
December	122.61	113.15	112.91
Total	1,464.81	1,436.48	1,361.56

RESOLUTION NO. 2014-34

THE STATE OF TEXAS § UPDATE OF THE WATER CONSERVATION PLAN
COUNTY OF HIDALGO § AND DROUGHT CONTINGENCY PLAN.
CITY OF WESLACO §

A RESOLUTION OF THE CITY OF WESLACO, TEXAS ADOPTING A WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN:

1. ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF THE DROUGHT RESPONSE STAGES;
2. ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES;
3. ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISION FOR ENFORCEMENT OF THESE RESTRICTIONS;
4. ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; AND
5. PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco recognizes that the amount of water available to the City and its customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City of Weslaco recognizes that natural limitations due to drought conditions and other Acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules for the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a water conservation and drought contingency plan; and

WHEREAS, It is in the best interest of the citizens and customers of the City of Weslaco to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies; and

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

SECTION 1.

That the City of Weslaco Water Conservation and Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City of Weslaco.

SECTION 2.

That all resolutions that are in conflict with the provisions of this resolution are, and the same are hereby, repealed and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3.

Should any paragraph, sentence, subdivision, clause, phrase, or section of this resolution held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4.

This resolution shall take effect immediately from and after its passage.

DULY PASSED BY THE CITY COMMISSION on this 5th day of August, 2014.

CITY OF WESLACO

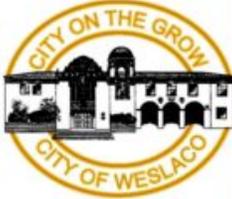
David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

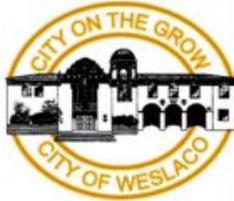
APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): VII. E.	
From (name, title, department and who submitting on behalf of, if any): David Salinas, Public Utilities Director, Public Utilities Department			
Subject: Water Tower Logo			
Discussion: Discussion in consideration to authorize the Logo's for the Bridge Ave. and Milano's Rd. Water Towers and Authorize the Mayor to execute all related documents and budget amendment as maybe required.			
Funding Source (budget code, if applicable): N/A			
Amount:	Term of Impact: #[] year(s)	Identified in Current Budget:	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Staff recommends approval for the above mentioned.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"): N/A			
Responsibilities upon Approval: Upon approval, City Secretary office will convey executed proposal to the Finance Dept. and forward a copy to the Public Utilities Department.			



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): VII. F.	
From (name, title, department and who submitting on behalf of, if any): Elizabeth Walker, City Secretary			
Subject: Discussion and consideration to approve an Election Order toward a joint election with the Weslaco Independent School District during the General Election on November 4, 2014 pursuant to Texas Election Code Chapter 271 and authorize the Mayor and Commissioners to execute any related documents. Possible action. (Requested by Office of the City Secretary.) Attachment.			
Discussion: Subsequent to Resolution 2011-78, adopted December 20, 2011, "the City of Weslaco will conduct its General Election in November of each calendar year as allowed by Election Code 41.0052(c) and the Weslaco City Charter." The statutory last day for ordering any election November 4, 2014—general for offices or special for propositions-- is August 18, 2014. A contract with the Hidalgo County Elections Administrator and an interlocal agreement with the Weslaco Independent School District are forthcoming Commission consideration after authorization of this election order.			
Funding Source (budget code, if applicable): N/A			
Amount: \$	0	Term of Impact: #[0] year(s)	Identified in Current Budget: N/A
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Recommendation for Commission Action: Approve no later than August 18, 2014 to conform with federal election calendar (if not approved in regular meeting on August 5, a special meeting of the Commission must be incurred to conduct any election November 4, 2014)			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"): Texas Secretary of State form AW1-2			
Responsibilities upon Approval: Commission must execute; copy must be posted for public and filed with Hidalgo County Elections Administrator.			

~~SAMPLE~~
CITY OF WESLACO, TEXAS
ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on November 4, 2014 for the purpose of:
(date)

Commissioner District 2
Commissioner District 3

Early voting by personal appearance will be conducted each weekday at

Business, Visitor, and Event Center; 275 South Kansas Avenue; Weslaco, Texas 78596

(location)

Recommended but not required

between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, October 20, 2014
(date)

and ending on October 31, 2014.
(date)

Applications for ballot by mail shall be mailed to:

Yvonne Ramon, Hidalgo County Elections Administrator
(Name of Early Voting Clerk)

101 South Tenth Avenue
(Address)

Edinburg 78539
(City) (Zip Code)

Applications for ballots by mail must be received no later than the close of business on

Friday, October 24, 2014.
(date)

Issued this the 5th day of August, 20 14.

Signature of Mayor

Signature of Councilperson

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

CITY OF WESLACO, TEXAS
ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elección el Noviembre 4, 2012 con el propósito
(fecha)

de:

Comisionado del Distrito 2
Comisionado del Distrito 3

La votación adelantada en persona se llevará a cabo de lunes a viernes en

Centro de Negocios, Visitantes, y Eventos; 275 South Kansas Avenue, Weslaco, Texas 78596

(sitio)

Entre las 8:00 de la mañana y las 5:00 de la tarde empezando el Octubre 20, 2014
(fecha)
y terminando el Octubre 31, 2014.
(fecha)

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Yvonne Ramon, Administrador de Elecciones
(Nombre del Secretario(a) de Votación Adelantada)

101 South Tenth Avenue
(Dirección)

Edinburg 78539
(Ciudad) (Zona Postal)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas
de las horas de negocio el October 24, 2014.
(fecha)

Emitida este día 5 de Agosto, 20 14.

Firma del Alcalde

Firma de la Persona del Concilio

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

TENTATIVE - FY 2014-2015 Budget Preparation Calendar

Date	Activity
4/30/1 (Wednesday)	Budget forms distributed to department heads
3/30/14 (Friday)	Budget requests submitted to Finance Department
6/04/14 thru 6/10/14	City Manager/Directors Conferences (scheduled as needed)
8/01/14 (Friday)	Proposed budget to Commission, filed with City Secretary and available for public inspection
8/05/14 (Tuesday)	Budget Workshop – General, Airport and I&S Funds
8/05/14 (Tuesday)	Meeting -discuss tax rate, take record vote, and schedule public hearings for 8/19/14 and 8/26/14 (if needed).
8/19/14 (Tuesday)	Budget Workshop – Water, Sewer, Sanitation, Hotel/Motel Funds and Outside Entities
8/19/14 (Tuesday)	Special meeting -public hearing on proposed tax rate, schedule and announce meeting to adopt tax rate and budget on 9/02/14. <i>Budget Workshop in conjunction with special meeting if necessary.</i>
8/26/14 (Tuesday)	Special meeting -second public hearing on proposed tax rate. <i>Budget workshop in conjunction with special meeting if necessary.</i>
9/02/14 (Tuesday)	First reading -public hearing on budget, vote on tax rate, first reading of budget and tax ordinances
9/16/14 (Tuesday)	Second reading -second reading on budget, vote on tax rate, first reading of budget and tax ordinances

Note: All meetings are scheduled for 5:30 PM. Additional workshops may be scheduled as needed.

2014 Governing Body Summary #1A*

Benchmark 2014 Tax Rates

City of Weslaco

Date: 07/29/2014 03:07 PM

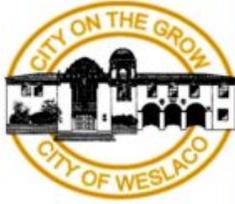
DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.6532	\$9,124,208	
One Percent \$100 Tax Increase***	\$0.6597	\$9,215,003	\$90,795
One Cent per \$100 Tax Increase***	\$0.663200	\$9,263,893	\$139,685
Notice & Hearing Limit****	\$0.6532	\$9,124,208	\$0
Rollback Tax Rate	\$0.7262	\$10,143,907	\$1,019,699
Last Year's Tax Rate	\$0.686700	\$9,592,152	\$467,944
Proposed Tax Rate	\$0	\$0	\$-9,124,208

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate. 0



Standardized Agenda Request Form

Date of Meeting: 8/05/14		Agenda Item No. (to be assigned by CSO): VII. H.	
From (name, title, department and who submitting on behalf of, if any): Bret L. Mann, Finance Director, Finance Department			
Subject: To approve the annual inter-local cooperation agreement for tax assessment and collection with the County of Hidalgo in the amount of \$46,260.00 from October 1, 2014 through September 30, 2015.			
Discussion: Discussion and consideration to approve the annual inter-local cooperation agreement for tax assessment and collection with the County of Hidalgo in the amount of \$46,260.00 from October 1, 2014 through September 30, 2015.			
Fiscal Note:			
Amount: \$46,260.00	Term of Impact: N/A	Identified in Current Budget: Y/N	
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Recommendation for Commission Action: To approve.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): Attachment			
Responsibilities upon Approval: Finance Department			

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF Weslaco**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 1, 1994, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:
 1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of \$46,260.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.
 2. COUNTY will be paid by deducting the fee at the rate of \$3,855 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.
2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF WESLACO

BY: _____
David Suarez
City of Weslaco Mayor

ATTEST:

Elizabeth Walker
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Hidalgo County Clerk

GUERRA & FARAH PLLC

Your Rights. Your Life. Our Priority.

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WWW.GFLAWOFFICES.COM

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F 713 529 6605
WWW.GUERRAFARAHABOGADO.COM

MCALLEN OFFICE
421 S. 12th Street
McAllen, Texas 78501
P 956 800 4340
F 956 800 4341
WWW.MCALLENTXATTORNEY.COM

MILAD K. FARAH**
**Licensed in Texas and New Mexico
*Licensed in Texas

JUAN L. GUERRA, JR.*
GEORGE K. FARAH *
SARAH C. DIONNE*
GEOFFREY A. BORSCHOW*

ALYSSA L. ROMERO*

Name of Firm: **The Law Offices of Guerra & Farah, PLLC**

Address: **421 S. 12th St.**

City, State, Zip Code: **McAllen, Texas 78501**

Phone # **(956) 800-4340** Fax # **(956) 800-4341** Employer I. D. Number **87-0804790**

SPECIFICATIONS

Firm's Principal, Owner or Authorized Representative:

Name **Juan L. Guerra, Jr.**

Title **Partner** Phone # **(832) 655-8850**

Address **4101 Washington Ave. 3rd Floor**

City, State, Zip Code **Houston, Texas 77007**

Total Years of Law Experience **11 years**

Years of Experience in governmental entity law: **3 years, 9 months**

Name **George K. Farah**

Title **Partner** Phone # **(832) 646-0345**

Address **4101 Washington Ave. 3rd Floor**

City, State, Zip Code **Houston, Texas 77007**

Total Years of Law Experience **11 years**

Years of Experience in governmental entity law **3 years, 9 months**

Other Firm Personnel (Attorneys-At-Law) who have experience in the field of Texas governmental law :

Name **Sarah C. Dionne**

Title **Associate** Phone # **(713) 529-6606**

Address **4101 Washington Ave. 3rd Floor**

City, State, Zip Code **Houston, Texas 77007**

Total Years of Law Experience **4 years, 3 months**

Years of Experience in governmental entity law **3 years, 1 month**

Name **Alyssa L. Romero**

Title **Associate** Phone # **(956) 800-4340**

Address **421 S. 12th St.**

City, State, Zip Code **McAllen, Texas 78501**

Total Years of Law Experience **9 months**

Years of Experience in governmental entity law **9 months**

References:

a) Governmental entity: **Donna Independent School District**

Entity's address: **904 Hester Ave., Donna, Texas**

Contact person: **Efren Cenicerros**

Title: **Board President** Phone#: **(956) 225-7250**

Years of Service: **3 years and 9 months**

b) Governmental entity: **Edcouch-Elsa Independent School District**

Entity's address: **920 Santa Rosa Ave, Edcouch, Texas 78538**

Contact person: **Jose L. Saldivar**

Title: **Board President**

Phone#: **(956) 650-4997**

Years of Service: **1 year and 9 months**

c) Governmental entity: **Rio Grande City Consolidated Independent School District**

Entity's address: **Fort Ringgold, Rio Grande City Texas 78582**

Contact person: **Leo Lopez**

Title: **Board Trustee**

Phone#: **(956) 867-3280**

Years of Service: **3 years and 9 months**

GUERRA & FARAH, PLLC

The Law Offices of Guerra & Farah, PLLC (“Guerra & Farah”) is a Houston, Texas based law firm with thriving offices in El Paso and McAllen, Texas. Guerra & Farah was founded in 2007 by Juan Guerra and George Farah. Guerra & Farah is also comprised of four other attorneys from diverse backgrounds. Guerra & Farah is familiar with the unique challenges of representing public entities in Texas, specifically in areas with a similar cultural and economic demographics to Weslaco. Currently, Guerra & Farah serves as general counsel for Donna Independent School District and Edcouch-Elsa Independent School District. Guerra & Farah has also represented San Benito Consolidated Independent School District and Rio Grande City Consolidated Independent School District on a case by case basis.

Throughout Guerra & Farah’s continued representation of the Donna and Edcouch-Elsa Independent School Districts, they have handled numerous Level III grievance hearings, non-renewal hearings, termination hearings and appeals to the Texas Commissioner of Education on personnel matters. They are very knowledgeable and versed in federal, state and administrative laws and regulations affecting public entities, including FERPA, the Texas Education Code, Open Meetings Act and Public Information Act. Guerra & Farah has also attended and advised at over 100 regular and special school board meetings during the past 3 years. Additionally, Guerra & Farah has conducted internal investigations and been available for feneral consultation on a number of various matters. Guerra & Farah’s competence has been proven in the continued improvement and progress in the mid-sized Texas school districts already represented by the firm.

Guerra & Farah has extensive experience in both defense and plaintiff representations regarding different aspects of governmental entity law. Guerra & Farah recently defended a due process claim made by a former employee after termination and denial of a level III grievance, as well as breach of contract claims made by a large public insurance adjusting company regarding a service fee after hurricane damage. Guerra & Farah has also successfully defended board members in an election contest brought by defeated candidates for school board. Guerra & Farah recently settled a Suit for Declaratory Judgment to void a superintendent’s contract on the basis of Open Meetings Act violations. Guerra & Farah is currently

litigating a Suit for Declaratory Judgment against an insurance company regarding a coverage dispute arising from the district's reduction in force and alleged political retaliation.

Guerra & Farah is a full service law firm with litigation and transactional experience that can be utilized by its governmental entity clients.

BIOGRAPHICAL SKETCHES

Juan L. Guerra, Jr., Partner

Juan L. Guerra, Jr. was born in the small South Texas town of Roma which lies on the U.S.-Mexico border. Juan's family relocated to Houston in 1983 and he graduated from Jersey Village High School in 1990. Juan attended St. Thomas University and graduated with a joint major in Business Administration and International Studies in 1999.

While attending St. Thomas University, Juan worked in the family business of real estate but always knew he wanted to become an attorney. In 2003, Juan earned his law degree from Thurgood Marshall School of Law. Juan was hired by a reputable litigation firm immediately after law school where he gained significant practical and trial experience. In 2007, Juan entered private practice as one of the founding partners of Guerra & Farah, PLLC. He has significant trial experience in both state and federal court, having tried nearly 30 cases to verdict during his career. Over the past 3 years, Juan has consulted in many school board meetings and has handled numerous level III grievance hearings.

Juan has always had a passion for helping people and advancing the interests of border communities in Texas. It is that same passion that has inspired Juan in Guerra & Farah's work as general counsel for Donna Independent School District and Edcouch-Elsa Independent School District in the Rio Grande Valley. Juan has been married to his lovely wife Monica for 6 years. Juan and Monica have two beautiful daughters Valentina (5) and Catalina (7 months). Juan enjoys volunteering his time at St. Rose of Lima school where Valentina attends elementary school. Juan was recently selected for the 2014 Texas Super Lawyers list, a very prestigious list that only 5% of attorneys in the state are chosen for.

Bar Admissions

- Duly admitted and licensed as an Attorney and Counselor at Law to practice in all Courts in the state of Texas
- Supreme Court of Texas

- United States District Court - Southern District of Texas
- United States District Court - Eastern District of Texas
- United States District Court - Western District of Texas
- United States Court of Appeals - 5th Circuit

Professional Associations and Memberships

- American Bar Association
- Hispanic Bar Association
- Mexican/American Bar Association
- Texas Young Lawyers Association
- Houston Bar Association

George K. Farah, Managing Partner

George K. Farah was born and raised in El Paso, Texas and is a product of the El Paso Independent School District. After graduating from El Paso High School in 1994, George attended college at The University of Texas at El Paso and graduated with a Bachelor's degree in Business Administration with a focus in Marketing in 1999.

George moved to Houston shortly after graduation to attend law school. George graduated summa cum laude (ranked number 2 out of 243) from Thurgood Marshall School of Law in 2003. Due to his success in law school, George received the West Publishing Award which is given to the top 4 students in a graduating class. After his graduation, George worked for a well-respected civil litigation firm in Beaumont, Texas for over two years.

In 2007, George entered private practice as one of the founding partners of Guerra & Farah, PLLC. George has litigated numerous labor and employment, personal injury and contractual cases, and served as general counsel to Donna Independent School District and Edcouch-Elsa Independent School District in the Rio Grande Valley. In his representation of the Donna and Edcouch-Elsa Independent School Districts, George has handled numerous level III grievance hearings, non-renewal hearings, termination hearings and appeals to the Texas Commissioner of Education on personnel matters. He is knowledgeable and versed in federal and state laws and regulations affecting governmental entities, including FERPA, Local Government Code, the Texas Education Code, Open Meetings Act and Public Information Act. George has also attended and advised at over 70 regular and special school board meetings during the past 4 years.

Bar Admissions

- Duly admitted and licensed as an Attorney and Counselor at Law to practice in all Courts of the State of Texas

- Supreme Court of Texas
- United States District Court - Southern District of Texas
- United States District Court - Eastern District of Texas

Professional Associations and Memberships

- NSBA Council of School Attorneys
- Texas Council of School Attorneys
- American Bar Association
- Houston Bar Association
- Texas Young Lawyers Association
- Texas Trial Lawyers Association
- Houston Trial Lawyers Association

Sarah C. Dionne, Associate

Sarah C. Dionne was born in San Francisco, California and moved several times as the daughter of an Army officer before attending and graduating from Judson High School in San Antonio, Texas. During her time in San Antonio, Sarah became uniquely aware of the benefits and challenges of having a large military community in a diverse and growing Texas city. After high school, Sarah attended The University of Texas at Austin where she graduated with a Bachelor of Science degree in Biology, focusing on ecology, evolution and behavior.

After college, Sarah moved to Houston, Texas where she attended South Texas College of Law. While at South Texas, Sarah earned merit scholarships, was a member of the Environmental Law Society and gained international experience while studying abroad in Prague, Czech Republic. During her summers, Sarah interned at the First Court of Appeals of Texas and the United States Attorney General's Office. Sarah graduated law school in December 2009.

Sarah's passion is the practice of governmental entity law. Since joining Guerra & Farah in 2011, Sarah has represented Donna Independent School District and Edcouch-Elsa Independent School District in numerous level III grievance hearings, non-renewal hearings, termination hearings and appeals to the Texas Commissioner of Education on personnel matters. She has conducted personnel investigations, including an internal investigation of a superintendent. Sarah has also attended and advised at over 30 school board meetings during the last 2 years. She is knowledgeable and versed in federal and state laws and regulations affecting governmental entities, including FERPA, Public Information Act, Open Meetings Act, Local Government Code and the Texas Education Code.

Bar Admissions

- Duly admitted and licensed as an Attorney and Counselor at Law to practice in all Courts of the State of Texas
- Supreme Court of Texas
- United States District Court – Southern District of Texas

Professional Associations and Memberships

- NSBA Council of School Attorneys
- Texas Council of School Attorneys
- State Bar of Texas School Law Section
- Houston Bar Association
- Texas Trial Lawyers Association
- Houston Trial Lawyers Association
- Houston Young Lawyers Association

Alyssa L. Romero, Associate

Alyssa L. Romero was born and raised in the Rio Grande Valley, specifically in Brownsville, Texas where she graduated from Homer Hanna High School in 2007. She then went on to attend the University of Texas at Austin earning a Bachelor of Arts degree in Government in 2010

Alyssa thereafter moved to Houston and began law school in the fall of 2010 at Thurgood Marshal School of Law. During law school, Alyssa received a CALI Award in Wills, Trusts, and Estates, which is given to the highest ranked student for each subject. Alyssa was on the Dean's list several semesters and gained international experience when she studied abroad in Madrid, Spain with William and Mary School of Law. Alyssa was also part of the Hispanic Law Student Association all three years of law school. In her third year, due to her outstanding performance in her Evidence class, her professor selected her to become his research and teaching assistant for his Evidence class that was taught to second year students. It was also in her third year of law school when Alyssa began clerking at The Law Offices of Guerra & Farah. The clerkship with Guerra & Farah gave Alyssa a tremendous amount of experience in all aspects of the legal system, most specifically she assisted with several school law and personal injury cases. Alyssa graduated Cum Laude in May of 2013.

After earning her Juris Doctorate and passing the Texas Bar Exam in 2013, Alyssa was hired by The Law Offices of Guerra & Farah as an Associate Attorney to

work in their McAllen office. Alyssa has attended and advised in a number of school board meetings, hearings, and personnel interviews for Donna Independent School District and Edcouch-Elsa Independent School District. Alyssa has also attended and worked on a number of level III grievance hearings. Alyssa has handled several personnel matters consisting of interviews and investigations, and issues involving the Texas Open Meetings Act. Alyssa was also recently elected to serve on the board of the Hidalgo County Texas Young Lawyers Association.

Bar Admissions

- Duly admitted and licensed as an Attorney and Counselor at Law to practice in all Courts of the State of Texas
- Supreme Court of Texas
- United States District Court – Southern District of Texas

Professional Associations and Memberships:

- Texas Young Lawyers Association
- American Bar Association
- Hidalgo Bar Association
- Hidalgo County Texas Young Lawyers Association

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**Licensed in Texas and New Mexico
*Licensed in Texas

JUAN L. GUERRA, JR.*
GEORGE K. FARAH *
SARAH C. DIONNE*
GEOFFREY A. BORSCHOW*

ALYSSA L. MONTANARO*

GUERRA & FARAH, PLLC AGREEMENT AND FEE SCHEDULE FOR LEGAL SERVICES RENDERED TO CITY OF WESLACO

THIS AGREEMENT ("AGREEMENT") is made on August ____, 2014 between the City of Weslaco ("CLIENT"), and Guerra & Farah, PLLC ("GF"), of Houston, Harris County, Texas:

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The CLIENT hereby retains and employs GF to act as attorney for CLIENT on all matters which may be pending or which may hereafter be instituted in any of the courts in the State of Texas for CLIENT, and before all administrative agencies and departments for the government brought by or against CLIENT, throughout the continuance of this agreement, and render legal opinions, conduct investigations, and provide other legal services as CLIENT or any of its duly authorized officers may request or require. This agreement may be terminated by either party at any time with sixty days (60) days written notice for any reason. Should this agreement be terminated by either party for any reason, GF shall be entitled to compensation for all services rendered to CLIENT up through the date of termination, and for any other services necessary to close out files. If Client exercises its right to terminate this agreement, GF will be allowed to continue representing Client on all pending matters until their conclusion.

II. ATTORNEY'S FEES

2.01 In consideration of services rendered and to be rendered by the GF, Client agrees to pay for GF's time as follows:

A. Attorney Fee Schedule:

CLIENT agrees that all matters will be billed hourly at \$175.00 for shareholders and non-shareholders.

B. Expenses:

Routine expenses and litigation expenses incurred as part of representation will be billed at cost. (i.e. long distance, postage, filing fees, expert fees, travel expenses, auto rental, airfare, parking, lodging, court reporter fees, etc. . .)

There will be a monthly administrative charge of \$150.00.

However, if CLIENT's claim is governed by a statute or law which sets the Attorney's fees, and the law precludes any other fee arrangement other than the amount set by law, then the amount payable to the Attorney shall be limited to the maximum allowed by law.

III. APPROVAL NECESSARY FOR SETTLEMENT

3.01 GF is authorized to enter into any and all settlement negotiations on behalf of CLIENT.

3.02. Client grants to GF a power of attorney to handle negotiations and settlement discussions regarding CLIENT's legal matters to the same extent as fully as CLIENT could do so in person. This limited power of attorney further authorizes GF to make payments to parties other than CLIENT and GF for their services performed, fees charged or bills rendered in connection with representing CLIENT, including but not limited to expert witness fees, trial preparation bills paid to outside services, court reporter fees, deposition fees, investigative services, costs of exhibits or other expenses incurred by GF on behalf of CLIENT.

a. This expressly includes the right to sign CLIENT's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to GF and CLIENT, GF, or to CLIENT without the joinder of GF, submitted to GF on behalf of Client in full or partial resolution of any disputes.

b. This limited power of attorney further authorizes GF to place the monies, referred to above, in GF's trust account and from that trust account, make distributions and payments to GF for the agreed to fee stated above, reimbursement to GF for any and all expenses incurred by GF in handling this case, payments to CLIENT of CLIENT's interest in the monies recovered as stated above, and payments to parties other than CLIENT and GF for their services performed, fees charged or bills rendered in connection with representing CLIENT, including but not limited to expert witness fees, trial preparation bills

paid to outside services, court reporter fees, deposition fees, investigative services, costs of exhibits or other expenses incurred by GF on behalf of CLIENT.

- 3.03 No settlement shall be made without CLIENT's approval, nor shall CLIENT obtain any settlement on the aforesaid claims without GF's approval.
- 3.04 GF is granted a limited power of attorney so that the Attorneys may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude any representation, including settlement and/or reduce to possession any and all monies or other things of value due to CLIENT under this claim as fully as CLIENT could do so in person.

IV. REPRESENTATIONS

- 4.01 **It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to CLIENT by GF. GF has not represented to CLIENT that CLIENT will recover all or any of the funds so desired. CLIENT also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to CLIENT, except for those set out in this Agreement.**

V. COOPERATION OF CLIENT

- 5.01 CLIENT shall keep GF advised of CLIENT's whereabouts at all times, and provide GF with any changes of address, phone number or business affiliation during the time period which GF's services are required. CLIENT shall comply with all reasonable requests of GF in connection with the preparation and presentation of CLIENT's legal matter.
- 5.02 GF may, withdraw from representing CLIENT for any reason, including without limitation: CLIENT's failure to timely pay fees and expenses or deposits in accordance with this Agreement, subject to the professional responsibility requirements to which Attorneys are subject. It is further agreed that in the event CLIENT fails to appear for one or more appointments with GF or fails to appear or timely appear for one or more court appearances or hearings, GF may withdraw from representation of CLIENT and will owe no further duty or obligation as attorney for CLIENT.
- 5.03 It is further understood and agreed that upon such termination of any services of GF, any of CLIENT's deposits remaining in GF's Trust Account shall be applied to any balance remaining owing to GF for

fees and/or expenses and any surplus then remaining shall be refunded to CLIENT.

VI. ASSOCIATION OF OTHER ATTORNEYS OR SERVICES

- 6.01 GF may, at GF's sole discretion and expense, employ any other person or service that the Attorney believes is necessary to help or assist in this legal representation.
- 6.02 Should it become advisable to refer this matter or any part of this matter to another attorney or law firm, GF will advise CLIENT of any fee-sharing arrangement. This fee-sharing arrangement will include (a) the identity of all lawyers or law firms who will participate in the fee-sharing arrangement, (b) the basis upon which the fees will be divided among the other lawyers, law firms and Attorneys, and (c) the share of the fee that each lawyer or law firm will receive, or the basis upon which the division will be made. GF will ask CLIENT to consent to the terms of the fee-sharing arrangement in writing before the referral is made.
- 6.03 The rights set forth in this Agreement are subject to the professional responsibility requirements which regulate Attorneys.

VII. TEXAS LAW TO APPLY

- 7.01 This AGREEMENT shall be construed under the laws of Texas, and all obligations of the parties created hereunder are performable in Houston, Harris County, Texas.

VIII. PARTIES BOUND

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

IX. LEGAL CONSTRUCTION

- 9.01 In case any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X. ATTORNEYS FEES

- 10.01 In the event either party breaches any of the terms of this AGREEMENT whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the unsuccessful party agrees to pay the prevailing party's reasonable attorney's fees, court costs (including the cost of any bond) and necessary expenses incurred by reason of litigation or the cure of any default as permitted by Sections 279.159 et.seq. of the Texas Local Government Code.

XI. PRIOR AGREEMENTS SUPERSEDED

- 11.01 This AGREEMENT constitutes the sole and only agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed herein.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.

FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

I certify and acknowledge that I have had the opportunity to read this AGREEMENT. I further state that I have voluntarily entered into this AGREEMENT fully aware of its terms and conditions.

SIGNED on this _____ day of June, 2014.

Juan L. Guerra, Jr.
George K. Farah
GUERRA & FARAH, PLLC

Printed Name: _____
Position: _____
CITY OF WESLACO



Standardized Agenda Request Form

Date of Meeting: August 5, 2014		Agenda Item No. (to be assigned by CSO): VII. K.	
From (name, title, department and who submitting on behalf of, if any): Oscar Garcia, Public Facilities Director			
Subject: To award vendor Frontera Materials Inc. the bid for Street Materials based on RFB No.: 2013-14-11. Bid price agreement for a period of one year to commence on date of award for Hot Mix (Delivered), and Cold Mix – Caliche – MC30 Oil (at Location) in an estimated/projected amount not to exceed \$1,023,460.00 (to be purchased as needed).			
Discussion: Discussion and consideration to award the lowest responsible bidder Frontera Materials Inc. the Street Materials Bid RFB No.: 2013-14-11 based on tabulation and as recommended by Public Facilities Director Oscar Garcia.			
Fiscal Note:			
Amount: \$1,023,460.00	Term of Impact: [#] year(s)	Identified in Current Budget: Y/N From Bond XXXX	
Additional Action Prompted: <input checked="" type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of Bid No.: 2013-14-11 for Street Materials published July 14 th and July 21 st , 2014 in the Monitor newspaper. Bid Opening was held on July 28, 2014 at 3:00 p.m.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Review/Discussion was held by Public Facilities Director – Oscar Garcia and Finance Department, Buyer II – Homer Rhodes.			
Recommendation for Commission Action: To declare and award lowest responsible bidder Frontera Materials Inc. the Street Materials Bid for a period of one year – commencing on award date.			
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11”): Bid tabulation of two respondents', Copies of Bid Cost Factor Sheet, Sign in Sheet			
Responsibilities upon Approval: Procure Street Materials as needed through the Finance Department – Purchasing Office from awarded vendor to maintain the city's needs in promoting and protecting the citizens' of Weslaco.			



**CITY OF WESLACO
STREET MATERIAL TABULATION**

FRONTERA MATERIALS, INC.
Barry M Ehlinger
P.O. Box 1449
Elsa, Texas 78543
Phone No.: 956.316.8951
Fax No.: 956.361.8905
barry@fmitex.com

CAPA
Larry Hinojosa
3609 W. Palma Vista Drive
Palmview, Texas
Phone No.: 956.432.0600
Fax No.: 956.583.2086
sales@capatexas.com

DATE: 7/28/2014

Item	Description	Qty	Unit Price	Total Price	Unit Price	Total Price
1	Hot Mix - Tons Delivered	14,000	\$64.30	\$900,200.00	\$70.75	\$990,500.00
2	Hot Mix - Tons at Location	14,000	\$59.85	\$837,900.00	\$63.50	\$889,000.00
3	Cold Mix - Tons Delivered	360	\$92.10	\$33,156.00	\$97.25	\$35,010.00
4	Cold Mix - Tons at Location	360	\$83.50	\$30,060.00	\$90.00	\$32,400.00
5	Caliche - Tons Delivered	20,000	\$11.50	\$230,000.00	\$14.80	\$296,000.00
6	Caliche - Tons at Location	20,000	\$3.25	\$65,000.00	\$3.30	\$66,000.00
7	Road Bond - Gallon Delivered	300	n/b	n/b	n/b	n/b
8	Road Bond - Gallon at Location	300	n/b	n/b	n/b	n/b
9	MC30 Oil - Gallon Delivered	4,700	n/b	n/b	n/b	n/b
10	MC30 Oil - Gallon at Location	4,700	\$6.00	\$28,200.00	n/b	n/b

\$1,023,460.00
FRONTERA

\$0.00
CAPA

Tabulation created by: Homer Rhodes

H. Rhodes
7-28-14

DRAINAGE DETENTION EASEMENT

Date: August ____, 2014

Grantor: The Weslaco Independent School District acting through its
Superintendent, as authorized by its Board of Trustees
Boa

Grantor's Mailing Address: 319 W. 4th Street
Weslaco, Texas 78596
Hidalgo County

Grantee: CITY OF WESLACO, TEXAS, a home-ruled municipal corporation

Grantee's Mailing Address: 255 S. Kansas Avenue
Weslaco, Texas 78596
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived on account of the construction and maintenance of drainage detention improvements on the property.

Property: BEING A DRAINAGE DETENTION EASEMENT, CONTAINING **5.62 AC** OUT OF FARM TRACT 140, BLOCK 162, OF THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AND HEREBY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A POINT BEING THE INTERSECTION OF MILE 9 NORTH (SUGARCANE RD.) AND MILE 6 WEST RD. ALSO BEING THE NORTHWEST CORNER OF FARM TRACT 140 TRAVELING EAST ALONG THE NORTH LINE OF FARM TRACT 140 FOR A DISTANCE OF **1074.75 FT** TO A POINT ALONG THE NORTH LINE OF FARM TRACT 140.

THENCE, SOUTH FOR A DISTANCE OF **40.00 FT** TO A POINT BEING THE SOUTH RIGHT OF WAY OF MILE 9 NORTH (SUGARCANE RD.) ALSO BEING THE POINT OF BEGINNING;

THENCE, EAST ALONG THE SOUTH RIGHT OF WAY LINE OF MILE 9 NORTH (SUGARCANE RD.) FOR A DISTANCE OF 200.00 **FT** TO A POINT ALONG THE SOUTH RIGHT OF WAY FOR AN INSIDE CORNER OF THE DRAINAGE DETENTION EASEMENT.

THENCE, SOUTH AND PARALLEL TO THE WEST LINE OF FARM TRACT 129 FOR A DISTANCE OF 1225.75 FT TO THE NORTH RIGHT OF WAY LINE OF DRAIN DITCH DEDICATED TO HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 BY PANTHER SUBDIVISION PLAT, VOLUME 32, PAGE 140 H.C.M.R. FOR AN INSIDE CORNER OF THE DRAINAGE DETENTION EASEMENT.

THENCE, WEST ALONG THE RIGHT OF WAY OF SAID EXISTING DRAINAGE DITCH FOR A DISTANCE OF 200 FT. FOR AN INSIDE CORNER OF THE DRAINAGE DETENTION EASEMENT.

THENCE, NORTH AND PARALLEL TO THE EAST PROPERTY LINE OF LOT 1 OUT OF FARM TRACT 140 FOR A DISTANCE OF 1225.75 FT. TO THE POINT OF BEGINNING AND CONTAINING WITHIN THESE METES AND BOUNDS 5.62 ACRES MORE OR LESS. (See Exhibit "A" Survey Sketch)

Additional Conditions:	
Automatic Expiration	The rights under this Drainage Detention Easement conveyed to Grantee shall, without the necessity of any further action by Grantor, automatically expire by the express terms set forth herein Road east of unless Grantee commences construction on street improvements to Sugarcane Road immediately east of its intersection with Mile 9 North Road in Weslaco Texas on or before January 1, 2015.
Restriction on Depth of Detention Pond	The rights conveyed hereunder are for the sole purpose of construction of a drainage water detention pond with a flat bottom at an average depth of nineteen (19) inches along the centerline of the detention pond. Additionally, the drainage easement conveyed hereunder may be used solely for the purpose of providing storm water detention from street inlets from Sugar Cane Road between Border Avenue and Westgate Drive. No storm water runoff from any other location or source may be directed by the City or its successors and assigns to the easement described herein.
Substitution of Acreage	Grantor, in its sole discretion, retains the right to determine that it has need of portions of the land conveyed by this Drainage easement. In such event Grantor may substitute adjacent property in lieu of the easement acreage conveyed herein.

:

Grantor will retain the right to use the property as a recreation area for its students when Grantee is not using the Detention Drainage Easement.

This easement, together with the other provision of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. When the context requires, singular nouns and pronouns include the plural.

Grantor covenants that he is owner of the above-described lands.

Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Detention Drainage Easement hereinabove described, except by written approval of Grantee, its successors or assigns.

TO HAVE AND TO HOLD the above described Detention Drainage Easement and rights contained herein unto the CITY OF WESLACO, TEXAS, its successors and assigns, and Grantor does hereby bind the Weslaco Independent School District its successors and assigns, heirs and legal representatives against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WESLACO INDEPENDENT SCHOOL DISTRICT

DR. RUBEN ALEJANDRO
Superintendent

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ___ day of _____, _____, by Dr. Ruben Alejandro, Superintendent of the Weslaco Independent School District on behalf of said School District.

NOTARY, PUBLIC, STATE OF TEXAS

ACCEPTED:

STATE OF TEXAS §

COUNTY OF HIDALGO §

THE CITY OF WESLACO

DAVID SUAREZ
Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Ramon Vela, City Attorney

**AFTER RECORDING,
PLEASE RETURN TO:**
Elizabeth M. Walker
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Contract for Granting of Drainage Detention Easement

This Contract for Drainage Detention Easement (“Contract”), is made and entered into on the ___ day of _____, 2014 (“Effective Date”), by and between Weslaco Independent School District, a Texas Independent School District (“District”) acting through its Superintendent, located at 319 West 4th Street, Weslaco, Hidalgo County Texas 78596, hereinafter referred to as “District,” and the City of Weslaco, a Home-Rule Municipal Corporation of the State of Texas, hereby acting through its duly authorized Mayor, located at 255 South Kansas Avenue, Weslaco, Texas 78596 hereinafter referred to as “City.”

RECITALS

WHEREAS, the City is in the process of, *inter alia*, designing street improvements on a section of Mile 9 North Road, otherwise known of Sugarcane Road, and a street section east of Sugarcane Road’s intersection with Mile 6 West Road, all within the City of Weslaco, Texas; and,

WHEREAS, the section of Mile 9 North Road, otherwise known of Sugarcane Road, east of Sugarcane Road’s intersection with Mile 6 West Road borders two school buildings owned by Weslaco ISD, to wit: Clecker Heald Elementary School and Beatriz G. Garza Intermediate School; and,

WHEREAS, the street improvements contemplated by the City will improve public access to the District’s facilities; and,

WHEREAS, the creation of a detention pond capable of retaining not more than 5.62 acre feet of water at full capacity on the District’s property adjacent to the District’s schools will significantly reduce the City’s costs of making the road improvements and therefore make the City’s completion of the street improvements more likely; and,

WHEREAS, the District has sufficient available land adjacent to Clecker Heald Elementary School and Beatriz G. Garza Intermediate School upon which a detention pond could be constructed; and,

WHEREAS, the District’s land adjacent to Clecker Heald Elementary School and Beatriz G. Garza Intermediate School upon which a detention pond could be constructed is currently being used for the purpose of irrigated athletic fields and/or play areas; and,

WHEREAS, at a duly posted public meeting held on October 8, 2013, the Board of Trustees of the Weslaco Independent School District authorized the Superintendent to execute this Contract and the attached Drainage Detention Easement (Exhibit 1).

NOW THEREFORE, subject to the terms, provisions and conditions of this Contract and each in consideration of the duties, covenants and obligations of the other hereunder, the District will enter into the Drainage Detention Easement in favor of the City of Weslaco, Texas.

1. Consideration for Drainage Detention Easement

The Parties hereto agree that the undertaking of the obligations contained in this Contract serve as the consideration being offered by the City to the district for its execution of the Drainage Detention Easement of even date (Exhibit 1) in favor of the City. The Parties further agree that the failure of the City to meet its obligations hereunder will constitute a failure of consideration, authorizing the cancellation of the attached Drainage Detention Easement (Exhibit 1) by the District.

2. Term of this Contract

The undertaking of the City contained hereunder shall run contemporaneously with the attached Drainage Detention Easement (Exhibit 1). That is, the City's obligations hereunder shall remain in effect so long as the Drainage Detention Easement (Exhibit 1) remains in effect.

3. Delivery of the Premises

City hereby accepts the premises described in the attached Drainage Detention Easement ("Exhibit 1) from the District on an "AS IS", "WHERE IS" basis with all faults.

4. Construction of Detention Pond

It is understood and agreed by the parties that the land ("Land") being conveyed via the attached Drainage Detention Easement (Exhibit 1) is for the purposes of creating a water detention pond capable of holding not more than 5.62 acre feet of water. It is further agreed that the only source of water inlets into the detention pond will be street inlets on those portions of Sugarcane Road adjacent to land owned by the District. The detention pond must have the following characteristics.

- a. The detention pond may have a flat bottom and at an average depth of nineteen (19) inches along the centerline of the detention pond below the adjacent District land upon which it is built.
- b. All sides or banks of the detention pond shall be gently sloped upward to the pre-existing ground levels (6:1 preferred) to alleviate the dangers of students tripping or falling over abrupt drop offs.
- c. As a part of the process of construction the detention pond, the city shall seed the entire area of the detention pond. The seed of the grass installed shall be comparable

to the seed of the adjacent land owned by the District. Once installed to the District's satisfaction, the District shall mow and maintain the grass area.

d. Excavated soil will be the property of the District. Material will be hauled to Mario Ybarra Elementary. If City is unable to haul the excavated material from easement area, similar material must be hauled by the City to Mario Ybarra Elementary in the amount established on plans by Engineer of Record for Sugarcane Drive Road Project.

4. Performance of the Detention Pond

In the event that during the operation of the detention pond, the pond exceeds its storage capacity, the City agrees to either restrict inflow into the detention pond or increase outflow from the pond in order to ensure that the pond does not exceed its storage capacity in a flood event, other than for a storm event exceeding a ten (10) year flood event.

5. Substitution of Acreage

In the event that, after the detention pond authorized by this Contract has been created, if the District determines, in its sole discretion, that it has need of portions of the land conveyed by the attached Drainage Easement (Exhibit 1) for the construction of additional improvements upon the land described in the attached Drainage Detention Easement (Exhibit 1), the District Grantor may substitute reasonably adjacent property capable of the holding 5.62 acre feet of water in lieu of the acreage conveyed in the attached Drainage Detention Easement (Exhibit 1).

6. Indemnity

CITY SHALL INDEMNIFY, DEFEND, PROTECT AND SAVE, AND HOLD HARMLESS THE DISTRICT, FROM AND AGAINST, AND SHALL REIMBURSE SUCH PARTIES FOR ALL LIABILITIES, OBLIGATIONS, LOSSES, CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, CHARGES, JUDGMENTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES WHICH MAY BE IMPOSED UPON OR INCURRED OR PAID BY OR ASSERTED AGAINST THE DISTRICT BY REASON OF THE CITY'S OPERATION OF THE DETENTION POND CONSTRUCTED ON THE DRAINAGE DETENTION EASEMENT (Exhibit 1).

a. ANY ACCIDENT, INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY OCCURRING IN, ON OR ABOUT THE PREMISES;

b. ALL CONSTRUCTION AND ANY CHANGES, ALTERATIONS, REPAIRS AND ANYTHING DONE IN, ON OR ABOUT THE LAND OR ANY PART THEREOF IN CONNECTION WITH SUCH CONSTRUCTION, CHANGES, ALTERATIONS AND REPAIRS;

c. ANY ACT (WHETHER OR NOT NEGLIGENT) OR OMISSION ON THE PART OF CITY OR ANY OF ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, SERVANTS, EMPLOYEES, SUBCITYS, LICENSEES, INVITEES, CUSTOMERS OR ANY TRESPASSERS;

d. PERFORMANCE OF ANY LABOR OR SERVICES OR THE FURNISHING OF ANY MATERIALS OR OTHER PROPERTY IN RESPECT OF THE LAND OR ANY PART THEREOF; OR

THE FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS DRAINAGE DETENTION EASEMENT.

7. Default

The failure of City to comply with or to observe any other terms, provisions or conditions of this Contract performable by City, where such failure continues after District gives City thirty (30) days written notice, shall constitute an event of default pursuant to the terms of this Contract.

Upon the occurrence of any event of default, District shall have the right to pursue and enforce any and all rights and remedies available to District hereunder or at law or equity, including, without limitation, the following:

a. Terminate this Contract, in which event, City shall remove all Improvements and other personal property on the Land and return the Land to a dressed dirt condition or as otherwise required by District within ninety (90) days after termination, and if City fails to timely do so, City will be deemed to have abandoned the Improvements and other property, and at District's option, District may remove the Improvements and otherwise return the Land to its original condition. City agrees to pay District on demand the amount of all loss and damage which District may suffer by reason of such termination, plus late fees and finance charges at the Default Rate from the date due until paid, including, but not limited to the cost of removing the Improvements and other property and otherwise returning the Land to its original condition; or

b. Enter upon the Land without terminating this Contract and without being liable to prosecution or for any claim of damages, and do whatever City is obligated to do under the terms of this Contract or otherwise cure any default by removal (including removal of the Improvements), repair or replacement, and City agrees to reimburse District on demand for any expenses which District may incur in effecting compliance with City's obligations hereunder.

c. Pursuit by District of any of the remedies provided for in this Section shall not preclude District's pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit by District of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to District by reason of the violation of any of the terms, provisions and covenants herein contained.

8. Notices

Unless otherwise expressly provided in this Contract, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice of receipt" obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

Notices to the District shall be addressed to the District's Authorized Representative as follows:

Superintendent
WESLACO INDEPENDENT SCHOOL DISTRICT
319 West 4th Street, Weslaco, Texas 78596

or at such other address or to such other facsimile transmission number and to the attention of such other person as the District may designate by written notice to the City.

Notices to the City shall be addressed to:

City Manager
CITY OF WESLACO, TEXAS
255 South Kansas Avenue, Weslaco, Texas 78596

or at such other address or to such other facsimile transmission number and to the attention of such other person as the Applicant may designate by written notice to the District.

9. Effective Date of Contract

This Contract shall be and become effective on the date of final approval of this Contract by the District's Superintendent.

10. Merger

This Contract, together with the Drainage Detention Easement attached as Exhibit 1, contain all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Contract.

11. Governing Law

This Contract and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Hidalgo County, Texas.

12. Authority to Execute Contract

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

13. Severability

If any term, provision or condition of this Contract, or any application thereof, is held invalid, illegal or unenforceable in any respect, this Contract shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Contract, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Contract in an acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible.

12.8 Interpretation

When a reference is made in this Contract to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Contract unless otherwise indicated. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. The words “include,” “includes” and

“including” when used in this Contract shall be deemed in such case to be followed by the phrase “but not limited to” words used in this Contract, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Contract is the joint product of the Parties and each provision of this Contract has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

12.9 Execution of Counterparts

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been executed by the Parties in multiple originals on this ___ day of _____ 2014.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
DR. RUBEN ALEJANDRO
SUPERINTENDENT

STATE OF TEXAS)
(

COUNTY OF HIDALGO)
(

This instrument was acknowledged before me on the ___ day of _____, 2014 by Dr. Ruben Alejandro, Superintendent of the Weslaco Independent School District.

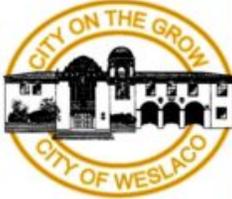
Notary Public
Printed Name: _____
My Commission Expires:

CITY OF WESLACO TEXAS

By: _____
DAVID SUAREZ
Mayor

This instrument was acknowledged before me on the ___ day of _____, 2014 by _____, _____ of the City of Weslaco, Texas.

Notary Public
Printed Name: _____
My Commission Expires:



Standardized Agenda Request Form

Date of Meeting: 08/5/2014	Agenda Item No. (to be assigned by CSO): VII. M.
From (name, title, department and who submitting on behalf of, if any): Veronica Ramirez, Human Resources Director	
Subject: Insurance packages	
Discussion: Discussion and consideration to 1) extend current policies or to 2) authorize staff to request for proposal from qualified insurance carriers or 3) self-insured options for the following: <ol style="list-style-type: none"> 1. Worker's Compensation Insurance 2. Employer's Liability, 3. Commercial Package (Commercial Property Insurance, Commercial General Liability, Airport Liability, Commercial Crime Liability, Law Enforcement Liability, Commercial Automobile Insurance, Error and Omissions Liability, Umbrella Liability Coverage) 4. Basic Life & Accidental Death & Dismemberment; and/or 5. Group Health Insurance Possible Action	
Additional Action Prompted: <input type="checkbox"/> Mayor's Signature <input type="checkbox"/> Public Hearing <input type="checkbox"/> Budget Amendment <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance – First Reading <input type="checkbox"/> Ordinance – Final Reading	
If item previously considered, provide date and action by Commission: No Action on June 3, 2014.	
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): N/A	
Recommendation for Commission Action:	
Attachments, if any (list and provide in Word or PDF, formatted as 8 ½ X 11"):	
Responsibilities upon Approval:	



INSURANCE TIME-LINE

Insurance FY 14-15

1. Workers' Compensation Insurance;
2. Employer's Liability
3. Commercial Package (Commercial Property Insurance, Commercial General Liability, Airport Liability, Commercial Crime Liability, Law Enforcement Liability, Commercial Automobile Insurance, Errors and Omissions Liability, Umbrella Liability Coverage, etc.);
4. Basic Life & Accidental Death & Dismemberment; and/or
5. Group Health Insurance

Weslaco City Commission
Regular Meeting

Insurance	Type of Coverage	Insurance Vendor	Carrier	Agent	Policy #	Approved / Extended	Prior Insurance Vendor	2012-2013 Rates	2013-2014 Rates	2014-2015 Rates
Workers' Compensation Coverage	Workers Compensation				9874	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Texas Political Subdivisions (TPS)			
						Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo			
Employment Practices Liability General Liability & Employee Benefits	Self-insured - Intergovernmental Risk Pool		TMLIRP		9874	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo	See attached Rates for Premium Coverage		
						Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo			
Management Liability	Commercial Package				9874	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo	See attached Rates for Premium Coverage		
Law Enforcement Liability						Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo			
Business Automobile	Commercial Package				9874	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo	See attached Rates for Premium Coverage		
Umbrella/Excess Liability						Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Montalvo			
Commercial Property & Inland Marine Insurance (Property & Contents; Data Processing Equipment only [Liability-TMLIRP])	Commercial Package	Montalvo	Chubb-Federal Insurance Co.	Montalvo	35841901	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13		\$120,179.00	\$161,702.00	\$183,617.00
						Appr: 09/27/11; Ext: 07/3/2012, 09/12/13				
Flooding	Commercial Package		Travelers Casualty & Surety Co of America		105688868	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13		\$768.00	\$768.00	\$768.00
Commercial Crime Liability						Appr: 09/27/11; Ext: 07/3/2012, 09/12/13				
Airport Liability	Basic Life & AD&D	Dearborn National	Aetna	Jeff Everitt & Associates	GF200375	Appr: 09/27/11; Ext: 07/3/2012, 09/12/13	Humana; Blue Cross Blue Shield	\$6,000.00	\$6,000.00	\$6,000.00
Basic Life & Accidental Death & Dismemberment						Appr: 03/20/12; Ext: 08/17/2012, 09/12/13				
Employee Group Health Insurance	Group Health	Aetna			802039	Appr: 09/30/10; Ext: 07/3/2012, 09/12/13		See attached Rates for Premium Coverage	See attached Rates for Premium Coverage	See attached Rates for Premium Coverage

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
FY 2013-2014
CONTRIBUTION COMPARISON WORKSHEET

Entity Name: Weslaco Entity ID: 9874 Date: 4/29/2014

Overall, the LB/PR Total contribution increased 1% or \$1,542

Coverage Effective Date:		10/1/2013								
Coverage Description	2012-13 Limit	2013-14 Limit	2012-13 Deduct.	2013-14 Deduct.	2012-13 Exp Mod.	2013-14 Exp Mod.	2012-13 Billable	2013-14 Billable	2013-14 \$ Diff	2012-13 % Change
General Liability	1,000,000	1,000,000	10,000	10,000	1.14	1.17	20,361	19,088	-1,273	-6
Law Enforcement Liability	1,000,000	1,000,000	10,000	10,000			29,939	29,716	-223	-1
Errors & Omissions Liability	2,000,000	2,000,000	10,000	10,000			44,685	43,681	-1,004	-2
Auto Liability	1,000,000	1,000,000	1,000	1,000			47,253	50,211	2,958	6
Auto Physical Damage			1,000	1,000	1.00	1.00	26,004	27,088	1,084	4
Auto Catastrophe									0	0
Aviation									0	0
Sewage Backup									0	0
Sub Total Liability:							168,242	169,784	1,542	1

Real & Personal Property									0	0	
Flood & Earthquake	Yes	No									
Mobile Equipment									0	0	
Boiler & Machinery									0	0	
Crime									0	0	
Animal									0	0	
Sub Total Property:							0	0	0	0	
2011-12 Property Equity Credit									(553)		

Total - All LB/PR Lines:							168,242	169,784	1,542	1
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Coverage Effective Date:		10/1/2013						
Coverage Description	2012-13 Deduct.	2013-14 Deduct.	2012-13 Exp Mod.	2013-14 Exp Mod.	2012-13 Billable	2013-14 Billable	2013-14 \$ Diff	2012-13 % Change
Workers' Compensation	0	0	1.43	1.26	391,214	351,826	-39,388	-10

Underwriting Notes:

FSR DELIVERY!!!

If contribution adjustment or rate override applies, was Underwriting Exception Form U600 completed?

N/A	Yes	No
X		

If contribution increase or decrease for any line of coverage is 20% or greater than the current fund year, E-mail X168 to FSR and copy staff:

UW Manager, Assistant UW Manager, Assistant Executive Director, Unit Leader, Loss Prevention Representative, LP Manager, Accounts Receivable Supervisor, Accounts Member Service Coordinator, Technician, Unit Clerk and Field Services Secretaries.

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
FY 2014-2015

CONTRIBUTION COMPARISON WORKSHEET

Entity Name: Weslaco

Entity ID: 9874

Date: 7/30/2014

Overall, the LB/PR Total contribution increased 7% or \$12,729

Coverage Effective Date:		10/1/2014								
Coverage Description	2013-14 Limit	2014-15 Limit	2013-14 Deduct.	2014-15 Deduct.	2013-14 Exp Mod.	2014-15 Exp Mod.	2013-14 Billable	2014-15 Billable	2014-15 S Diff	2013-14 % Change
General Liability	1,000,000	1,000,000	10,000	10,000	1.17	1.20	19,088	20,124	1,036	5
Law Enforcement Liability	1,000,000	1,000,000	10,000	10,000			29,716	31,114	1,398	5
Errors & Omissions Liability	2,000,000	2,000,000	10,000	10,000			43,681	48,065	4,384	10
Auto Liability	1,000,000	1,000,000	1,000	1,000			50,211	52,218	2,007	4
Auto Physical Damage			1,000	1,000	1.00	1.00	27,088	30,992	3,904	14
Auto Catastrophe									0	0
Aviation									0	0
Sewage Backup									0	0
Sub Total Liability:							169,784	182,513	12,729	7

Real & Personal Property									0	0	
Flood & Earthquake	Yes	No									
Mobile Equipment									0	0	
Boiler & Machinery									0	0	
Crime									0	0	
Animal									0	0	
Sub Total Property:							0	0	0	0	
2012-13 Property Equity Credit								325			

Total - All LB/PR Lines:			169,784	182,513	12,729	7
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Coverage Effective Date:		10/1/2014							
Coverage Description	2013-14 Deduct.	2014-15 Deduct.	2013-14 Exp Mod.	2014-15 Exp Mod.	2013-14 Billable	2014-15 Billable	2014-15 S Diff	2013-14 % Change	
Workers' Compensation	0	0	1.26	1.14	351,826	315,146	-36,680	-10	

Underwriting Notes:

E111!!!

A \$23,951 decrease for all coverages!!!

If contribution adjustment or rate override applies, was Underwriting Exception Form U600 completed?

N/A	Yes	No
X		

If contribution increase or decrease for any line of coverage is 20% or greater than the current fund year, E-mail X168 to FSR and copy staff.

UW Manager, Assistant UW Manager, FSR Manager, Assistant Executive Director, Unit Leader, Loss Prevention Representative, LP Manager, Accounts Receivable Supervisor, Accounts Member Services Coordinator, Technician, Unit Clerk and Field Services Secretaries.



MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

CITY OF WESLACO Schedule of Insurance 2013 - 2014

Chubb - Federal Insurance Company
#3584-19-01 DAL
10/01/2013 - 10/01/2014

Property Coverage

Building	Business Personal Property	Electronic Data Processing	Contractor's Equipment	Deductible
Blanket \$67,104,965	Blanket \$3,759,920	Blanket \$1,449,128	\$1,061,137	\$10,000 Wind/Hail 2% Minimum \$10,000
		Mobile Communication \$297,849		\$ 1,000 Equip \$3,500

Premium: \$161,702.00



ALL FORMS OF INSURANCE



MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

CITY OF WESLACO Schedule of Insurance 2013 - 2014

ACE Property & Casualty
#AAPN05622645004
10/01/2013 – 10/01/2014

Airport Liability

Coverage	Limit
Products/Completed Ops Aggregate	1,000,000
Personal & Advertising Injury Each Occurrence	1,000,000
Fire Damage (Any One Fire)	1,000,000
Medical Expense (Any One Person)	250,000
Hangar Keeper's Liability Each Aircraft	5,000 See Below
Each Loss Limit	1,000,000
Deductible	1,000,000 1,000
Premium: \$6,000.00	

Travelers Casualty & Surety Company
#105688868
10/01/2013 – 10/01/2014

Crime

Coverage	Limit
Public Employee Dishonesty	20,000
Money & Securities (Inside)	20,000
Money & Securities (Outside)	20,000
Forgery & alteration	20,000
Computer Fraud	20,000
Deductible	20,000 1,000
Premium: \$768.00	



ALL FORMS OF INSURANCE



Dearborn National®

FY 2013-2014

August 5, 2013

CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596-6158

08-07-13P04:32 RCVD

Subject: Renewal Analysis
Group Policy Number: GFZ00375
Anniversary Date: October 1, 2013

Dear Policyholder:

Dearborn National would like to thank you for allowing us the opportunity to provide you and your employees with Group insurance products.

We have reviewed the current demographics of your group insurance programs. As a result, it will be necessary to change the rates of your benefit program which will be effective on the anniversary date. Rate will be guaranteed until October 1, 2014.

<u>Products</u>	<u>Current Rates</u>	<u>Renewal Rates</u>
Life	\$0.14 per \$1,000	\$0.16 per \$1,000
AD&D	\$0.035 per \$1,000	\$0.035 per \$1,000

If you have any questions pertaining to your renewal, or would like more information including the availability of other products as well as a quote for additional benefit programs, please contact your local Dearborn National sales office or insurance broker.

We value our relationship with you and look forward to providing quality service to you in the future.

Sincerely,

Underwriting Department
In Force Team

Cc NO AGENT ON GROUP -TX

701 East 22nd Street, Lombard, IL 60148 ☎ Fax: 312.540.4706

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Dearborn National® Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.



FY 2014-2015

July 29, 2014

CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 785966158

Subject: Renewal Analysis
Group Policy Number: GFZ00375
Anniversary Date: October 1, 2014

Dear Policyholder:

Dearborn National would like to thank you for allowing us the opportunity to provide you and your employees with Group insurance products.

We have reviewed the current demographics of your group insurance programs. We are pleased to inform you that there will be no change in the existing rates for the upcoming renewal period. Rate will be guaranteed until October 1, 2015.

<u>Products</u>	<u>Current Rates</u>	<u>Renewal Rates</u>
Life	\$0.16 per \$1,000	\$0.16 per \$1,000
AD&D	\$0.035 per \$1,000	\$0.035 per \$1,000

If you have any questions pertaining to your renewal, or would like more information including the availability of other products as well as a quote for additional benefit programs, please contact your local Dearborn National sales office or insurance broker.

We value our relationship with you and look forward to providing quality service to you in the future.

Sincerely,

Underwriting Department
In Force Team

701 East 22nd Street, Lombard, IL 60148 ▲ Fax: 312.540.4706

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AETNA (Group Health Insurance)

Summary Of Renewal/Proposed Rates

City of Weslaco
Effective October 1, 2014

Control Number - 802039

- This exhibit outlines your Total Amount Due rates effective October 1, 2014.
- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Amount Due includes Aetna Premium and Producer Service Fee, as outlined in the Billing and Collection Agreement.
- Refer to the Medical Renewal Assumptions - Financial & Administrative page regarding an explanation of Producer Service Fee.
- Enhanced Wellness included
- OON Reimbursement revised to Medicare 90% professional/100% facility
- Base Current: Coinsurance Limit 5K/10K INN/OON (excluding ded)
Base Renewal: MPL 6,350 / 17.5K INN/OON, includes deductible copays Rx
Buy up Current: Ind Ded 2.5K/7.5K INN/OON, Coinsurance Limit 0/6K INN/OON (excluding ded)
Buy up Renewal: MPL 4K/13.5K INN/OON, includes deductible Rx copays
DME S limit removed
- UW approved a concession on 7-25-14.

TX - Texas - POS Open Access - Core						
Coverage Categories	Assumed Employees	Current Amount Due Rates	Amount Due Rates	% Change	Amount Due Rates	% Change
Emp Only	137	\$359.02	\$452.42	26.0%	\$412.87	15.0%
Emp + Spouse	8	\$640.12	\$806.64	26.0%	\$736.14	15.0%
Emp + Child(ren)	31	\$534.57	\$673.63	26.0%	\$614.76	15.0%
Emp + Family	7	\$868.44	\$1,094.36	26.0%	\$998.71	15.0%
TOTAL	183	\$76,957.45	\$96,977.71	26.0%	\$88,501.07	15.0%

TX - Texas - POS Open Access - Buy up						
Coverage Categories	Assumed Employees	Current Amount Due Rates	Amount Due Rates	% Change	Amount Due Rates	% Change
Emp Only	41	\$395.73	\$498.67	26.0%	\$455.09	15.0%
Emp + Spouse	5	\$704.40	\$887.64	26.0%	\$810.06	15.0%
Emp + Child(ren)	27	\$589.64	\$743.03	26.0%	\$678.09	15.0%
Emp + Family	12	\$957.67	\$1,206.80	26.0%	\$1,101.32	15.0%
TOTAL	85	\$47,159.25	\$59,427.08	26.0%	\$54,233.14	15.0%

Monthly Totals	Employees	Current Amount Due	Total Amount Due	% Change	Total Amount Due	% Change
	268	\$124,116.70	\$156,404.79	26.0%	\$142,734.21	15.0%

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Fidel L. Peña, III, Commissioner, District 6

Leonardo Olivares, City Manager

Date: July 9, 2014

To: Leonardo Olivares, City Manager

From: Ramon Vela, City Attorney

A handwritten signature in black ink, appearing to be "RV", is written over the "To:" and "From:" lines.

Re: Can Sales Tax Funds be Used to Hire an Independent Contractor to Develop a Comprehensive Plan for Future Development of a City

CC: Joey Trevino

Memorandum

Attorney General Abbot issued an opinion on June 16, 2014 that if a city's Economic Development Corporation Board makes a finding that a comprehensive plan could impact the municipality's economy that would lead to the creation and retention of jobs then it could be an allowable expense for a Type B Economic Development Corporation. (See Attached Opinion No. GA-1066)



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

June 16, 2014

The Honorable René O. Oliveira
Chair, Committee on Business & Industry
Texas House of Representatives
Post Office Box 2910
Austin, Texas 78768-2910

Opinion No. GA-1066

Re: Whether a Type B economic development corporation may use sales tax funds to hire an independent contractor for the purpose of developing a comprehensive plan for future development of the city (RQ-1174-GA)

Dear Representative Oliveira:

You ask whether a Type B economic development corporation may use sales tax funds to hire an independent contractor for the purpose of developing a comprehensive plan for the future development of a city.¹ You explain that the envisioned comprehensive plan would be “a long-range development tool for the municipality that would include provisions on land use, economic development, transportation, and public facilities, in accordance with section 213.002 of the Local Government Code.” Request Letter at 2; *see* TEX. LOC. GOV’T CODE ANN. §§ 213.001–.005 (West 2008) (providing for municipal comprehensive plans). You indicate that the “comprehensive plan would be used by the corporation and the city to coordinate and guide them in the selection and establishment of development regulations and economic development projects and in making decisions about growth and development.” Request Letter at 2; *see Bd. of Adjustment of City of San Antonio v. Leon*, 621 S.W.2d 431, 436 (Tex. Civ. App.—San Antonio 1981, no writ) (describing comprehensive plan as one “designed to control and direct the use and development of property in the municipality”). You state that the city’s administration requested that the economic development corporation fund the cost of hiring an independent contractor to prepare and produce this comprehensive plan. Request Letter at 2. You ask for an opinion “regarding whether this expense is a qualified project that the . . . [e]conomic [d]evelopment [c]orporation may fund from its available 4B sales tax revenues.” *Id.* The question of whether a particular expenditure is authorized by the statute is one that involves fact issues and cannot be resolved by an attorney general opinion. *See* Tex. Att’y Gen. Op. No. GA-1050 (2014) at 2.

¹*See* Letter from Honorable René O. Oliveira, Chair, House Comm. on Bus. & Indus., to Honorable Greg Abbott, Tex. Att’y Gen. at 1 (Dec. 20, 2013), <http://www.texasattorneygeneral.gov/opin> (“Request Letter”).

The Honorable René O. Oliveira - Page 2 (GA-1066)

Instead, it is a matter in the first instance for the corporation's board of directors. *See id.* Assuming the proposed expenditure otherwise complies with the other statutory requirements, we advise you generally on the use of Type B sales tax proceeds.²

Formerly known as a Type 4B economic development corporation due to initial authorization in article 5190.6 section 4B of the Revised Civil Statutes, a Type B economic development corporation is now primarily governed by chapter 505 of the Local Government Code. *See* TEX. LOC. GOV'T CODE ANN. §§ 505.001–.355 (West Supp. 2013) (governing Type B corporations), *id.* § 501.002(16) (defining Type B corporations as those governed by chapter 505). Under section 505.302, a Type B corporation may use its economic development sales and use tax proceeds to pay the costs of authorized projects. *Id.* § 505.302(1); *see id.* § 501.152 (pertaining to “costs” associated with projects). The different types of authorized projects are enumerated in chapters 505 and 501. *See id.* §§ 505.151 (defining project to include the definition of project in chapter 501), 501.002(13) (defining “project” by reference to subchapter C, chapter 501); *see also id.* §§ 505.151–.161 (subchapter D, chapter 505, identifying authorized projects); §§ 501.101–.108 (subchapter C, chapter 501, identifying authorized projects).

Generally, chapters 501 and 505 define projects in terms of “land, buildings, equipment, facilities, . . . targeted infrastructure, and improvements.” *See id.* § 501.101; *see also id.* § 505.151 (referring to “land, buildings, equipment, facilities, . . . and improvements”). An expenditure for the service of preparing a comprehensive plan is not a direct expenditure for land, buildings, equipment, facilities, targeted infrastructure and improvements and thus may not constitute a project as contemplated by these definitions. However, a few provisions in chapters 501 and 505 expressly identify a project to include an “expenditure.” *Id.* §§ 501.101, .103, .104, .105, 505.157(b), .158(a)–(b). Most of these provisions involve an expenditure for projects with a specific focus not relevant in the context of the preparation of a comprehensive development plan or not applicable to the city at issue. *See id.* §§ 501.104 (“Projects Related to Certain Military Bases or Missions”); 501.105 (“Career Center Projects Outside of Junior College District”); 505.157 (“Projects Related to Business Enterprises in Landlocked Communities”); 505.158 (“Projects Related to Business Development in Certain Small Municipalities”).

Two provisions, sections 501.101 and 501.103, potentially apply to the expenditure about which you ask. Under section 501.101, a project includes an expenditure that satisfies two requirements. The first is that the expenditure must be “for the creation or retention of primary jobs.”³ *Id.* § 501.101(1). The second is that the expenditure must be found by the economic

²The authority of a development corporation may be limited by any resolution creating the corporation or any ballot language restricting the use of Type B tax proceeds. *See* TEX. LOC. GOV'T CODE ANN. §§ 505.251 (West Supp. 2013) (providing for election to create development corporation), 505.160 (pertaining to election required for particular project).

³“Primary jobs” is defined in section 501.002(12) and refers to a job included in the “North American Industry Classification System (NAICS).” TEX. LOC. GOV'T CODE ANN. § 501.002(12)(A)(ii) (West Supp. 2013).

The Honorable René O. Oliveira - Page 3 (GA-1066)

development corporation's board "to be required or suitable for the development, retention, or expansion of" a list of twelve types of centers and facilities. *Id.* § 501.101(2) (identifying manufacturing and industrial facilities, research and development facilities, military facilities, transportation facilities, disposal, recycling and pollution facilities, distribution, warehouse, job training facilities, and corporate headquarters facilities). A municipal comprehensive plan could impact a municipality's economy, but to qualify as an authorized project it must directly relate to the creation or retention of primary jobs as measured by the standards in section 501.101(1)–(2).

Section 501.103 relates to expenditures that are "found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements; and . . . ; (2) telecommunications and Internet improvements . . ." *Id.* § 501.103. The limiting language in section 501.103 indicates this is an exclusive list. *See Peterson v. Calvert*, 473 S.W.2d 314, 317 (Tex. Civ. App.—Austin 1971, writ ref'd) ("The specification of one particular class excludes all other classes."); *cf. Pro Path Servs., L.L.P. v. Koch*, 192 S.W.3d 667, 670–71 (Tex. App.—Dallas 2006, pet. denied) (discussing noninclusive nature of statutory language "including"). An expenditure for a comprehensive plan that does not fall precisely within the contours of section 501.103 is not an authorized project under that section.

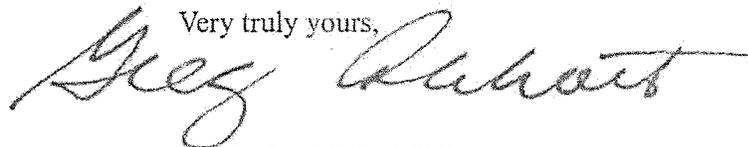
As noted previously, the question of whether a particular expenditure is authorized by the statute is one that we cannot resolve. *See supra* page 1. Here, it is particularly appropriate for this office to refrain from providing a definitive answer given the fact that potentially relevant statutes require specific findings from the economic development corporation's board. *See* TEX. LOC. GOV'T CODE ANN. §§ 501.101(2), .103(1)–(2) (West Supp. 2013). In the event the corporation's board makes the required findings, any judicial review would utilize an abuse of discretion standard. *Cf. Pearce v. City of Round Rock*, 78 S.W.3d 642, 646–47 (Tex. App.—Austin 2002, pet. denied) (utilizing abuse of discretion standard to review decision of city's development review board).

The Honorable René O. Oliveira - Page 4 (GA-1066)

S U M M A R Y

To the extent an expenditure of Type B sales tax proceeds for the services involved in the preparation of a municipal comprehensive plan by an independent contractor is within the scope of sections 501.101 or 501.103 of the Local Government Code, it may be an authorized project under the statute. It is, however, for the board of directors of the economic development corporation to determine, in the first instance and subject to judicial review, whether an expenditure is authorized under the statute.

Very truly yours,

A handwritten signature in black ink, appearing to read "Greg Abbott", written in a cursive style.

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

JAMES D. BLACKLOCK
Deputy Attorney General for Legal Counsel

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

Charlotte M. Harper
Assistant Attorney General, Opinion Committee