



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 4, 2016**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, October 4, 2016 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. To solicit input in compliance with the Consolidated Plan for Community Planning & Development (CDBG) Urban County Program Fiscal Year 30 (2017) Needs Assessment Plan. Attachment.

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 Regular Meeting on September 20, 2016 (Staffed by City Secretary's Office.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2016-35, the Voluntary Annexation of the 20.00 acres of Farm Tract 739 West Tract Subdivision, Weslaco, Hidalgo County, Texas and adjacent right-of-way, located on the Southeast side of S Border Avenue, being 1400 feet North of the intersection of Mile 5 North Road and S. Border Avenue. (First Reading held September 20, 2016; Staffed by Planning and Code Enforcement.) Attachment.
 - 2) Ordinance 2016-37 rezoning 2601 S. Border Ave., also being the Northwest 8.163 acres out of Farm Tract 739, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. (First Reading held September 20, 2016; Staffed by Planning and Code Enforcement.) Attachment.
 - 3) Ordinance 2016-36 amending the Master Fee Schedule and authorize the Mayor to execute any related documents. (First Reading held September 20, 2016; Staffed by Finance Department.) Attachment.
- C. Approval of the renewal of a Public Purposes Services Contract with the Boys & Girls Club of Weslaco in an amount not to exceed \$50,000.00 for the public purpose services and activities in this contract, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.
- D. Authorization of a renewal of a Public Purpose Service Contract with the

Weslaco Bicultural Museum d.b.a Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$63,100.00 effective October 1, 2016 through September 30, 2017 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment. Attachment.

- E. Approval of the request from H-E-B to place banner promoting Feast of Sharing at intersection of Texas and Pike Boulevards up to 3 weeks before the event on December 10, 2016, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Parks and Recreation Department) Attachment.
- F. Approval of the annual request to host the 2016 Mid-Valley Christmas Lighted Parade on Saturday, December 10, 2016 along with Santa Dash fun run hosted by Mid-Valley Events from 4:00 p.m.–9:00 p.m. on Texas Boulevard from Pike Boulevard to Sixth Street, and approve the use of City Hall parking lot to host music event after the parade, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. (Staffed by Parks and Recreation Department)
- G. Authorization to solicit Requests for Proposals (RFP) for Fireworks Display for 4th of July Celebration at Harlon Block Park on Tuesday, July 4, 2017, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.
- H. Approval to solicit bids for new city vehicles, utility trailers, and tractors for departments that are approved for fiscal year 2017. (Staffed by Parks and Recreation Department.)
- I. Acceptance of a 3D printer and associated equipment and supplies and authorize the Mayor to execute a Memorandum of Understanding with Central Texas Library System. (Staffed by Library Department.) Attachment.
- J. Approval of the renewal of membership in the Lower Rio Grande Valley Texas Pollutant Elimination System Storm Water Task Force participating in the Texas Commission on Environmental Quality Non-

point Source Program and authorize the Mayor to execute an interlocal agreement with the University of Texas Rio Grande Valley and any other related documents. (Staffed by Planning and Code Enforcement Department.) Attachment.

- K. Approval of the renewal of the Election Services Contract with the Hidalgo County Elections Department to conduct the Joint City of Weslaco and Weslaco Independent School District General Election of November 8, 2016 pursuant to Texas Election Code Chapter 271, and authorize the Mayor to execute any related documents including this contract and any interlocal agreement with the Weslaco Independent School District related to this election. (Staffed by Office of the City Secretary.) Attachment.
- L. Approval of the renewal of payment to Smartcom Telephone, LLC for annual internet services and city facility network connectivity and authorize the Mayor to execute any related documents. (Staffed by IT Department). Attachment.
- M. Approval of the renewal of payment to Tyler Technologies for yearly software maintenance fee and authorize the Mayor to execute any related documents. (Staffed by IT Department). Attachment.
- N. Approval of the renewal of payment to PTS Solutions, Inc for yearly software maintenance fee and authorize the Mayor to execute any related documents. (Staffed by IT Department). Attachment.
- O. Approval of a renewal of an Interlocal Agreement with the Lower Rio Grande Development Council for Cooperation & Joint Sponsorship to participate in a regional public transportation system, Valley Metro in an amount not to exceed \$39,292.00 and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration to approve a Mutual Lease Agreement with the Boys and Girls Club of Weslaco for the use of the facility located at 300 N. Airport, Suite B and authorize the Mayor to execute any related

documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment.

VI. REPORTS

- A. Report by Economic Development Corporation of Weslaco.
- B. Report by Weslaco Area Chamber of Commerce.
- C. Report by Planning and Code Enforcement.
- D. Report by Severn Trent.
- E. Report by Public Works.
- F. Report by Parks and Recreation.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by

§551.071 of the Texas Government Code.

- C. Real Property - Consultation with City Attorney on the purchase, exchange, lease or value of real property (North Texas; Intersection of Mile 11 and Texas Boulevard) as authorized by §551.072 of the Texas Local Government Code.
- D. Economic Development – Consultation with City Attorney regarding an incentive at the airport for Economic Development Project Golden Eagle as authorized by §551.087 of The Texas Government Code.
- E. Personnel - Discussion regarding the investigation by the Department of Justice into an Americans with Disabilities Act complaint against the Police Department as authorized by §551.074 of the Texas Government Code.

**VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED
IN EXECUTIVE SESSION**

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 30th day of September, 2016 at 4:45 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Olga M. Noriega, Mayor Pro-Tem, District 3
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Fidel L. Peña, III, Commissioner, District 6

Mike R. Perez, 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

**HIDALGO COUNTY - PRECINCT NO. 1 RESIDENTS
PUBLIC HEARING NOTICE
HIDALGO COUNTY - URBAN COUNTY PROGRAM**

Publication Date: Friday, September 23, 2016

In compliance with the Consolidated Plan for Community Planning & Development (CDBG), the **Cities listed below** will conduct a public hearing to solicit input from interested parties on the **Cities** needs under the **Urban County Program Fiscal Year 30 (2017)**.

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.

The public hearing for the **City of Alamo** will be held on **Tuesday, October 4, 2016 at 7:00 P.M.** at the following location: **Alamo City Hall located at 420 N. Tower Road, Alamo, Texas 78516**. For more information, please come by our city office or call **(956) 787-0006**. Written comments can be forwarded to: **Mayor Diana Martinez - City of Alamo, 420 N. Tower Road, Alamo, Texas 78516**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of Donna** will be held on **Tuesday, October 4, 2016 at 6:00 P.M.** at the following location: **Donna City Hall located at 307 S. 12th Street, Donna, Texas 78537**. For more information, please come by our city office or call **(956) 464-3314**. Written comments can be forwarded to: **Mayor Irene Muñoz - City of Donna 307 S. 12th Street, Donna, Texas 78537**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of Edcouch** will be held on **Thursday, October 6, 2016 at 6:30 P.M.** at the following location: **Edcouch City Hall located at 211 West Southern Avenue, Edcouch, Texas 78538**. For more information, please come by our city office or call **(956) 262-2140**. Written comments can be forwarded to: **Mayor Robert S. Schmalzried - City of Edcouch, P.O. Box 100, Edcouch, Texas 78538**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of Elsa** will be held on **Tuesday, October 11, 2016 at 6:00 P.M.** at the following location: **Elsa City Hall located at 102 S. Diana Street, Elsa, Texas 78543**. For more information, please come by our city office or call **(956) 262-2127**. Written comments can be forwarded to: **Mayor Alonzo Perez - City of Elsa, P.O Box 427, Elsa, Texas 78543**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of La Villa** will be held on **Wednesday, October 12, 2016 at 6:15 P.M.** at the following location: **La Villa City Hall located at 916 S. Mike Chapa, La Villa, Texas 78562**. For more information, please come by our city office or call **(956) 262-2122**. Written comments can be forwarded to: **Mayor Alma Moron - City of La Villa, P.O. Box 60, La Villa, Texas 78562**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of Mercedes** will be held on **Tuesday, October 18, 2016 at 6:00 P.M.** at the following location: **Mercedes City Hall located at 400 South Ohio Avenue., Mercedes, Texas 78570**. For more information, please come by our city office or call **(956) 565-3114**. Written comments can be forwarded to: **Mayor Henry Hinojosa - City of Mercedes, 400 South Ohio Ave., Mercedes, TX 78570**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of Progreso** will be held on **Wednesday, October 12, 2016 at 6:00 P.M.** at the following location: **Progreso City Hall located at 300 N. FM 1015, Progreso, Texas 78579**. For more information, please come by our city office or call **(956) 565-0241**. Written comments can be forwarded to: **Mayor Arturo Aleman - City of Progreso, P.O. Box 699, Progreso, TX 78579**. Expected allocation is **\$251,975.00**.

The public hearing for the **City of Weslaco** will be held on **Tuesday, October 04, 2016 at 6:00 P.M.** at the following location: **Weslaco City Hall Legislative Chambers located at 255 S. Kansas, Weslaco, Texas 78596**. For more information, please come by our city office or call **(956) 968-3181**. Written comments can be forwarded to: **Mayor David Suarez, City of Weslaco - 255 S. Kansas, Weslaco, Texas 78596**. Expected allocation is **\$279,535.00**.

Listed below is a partial listing of eligible activities.

Public Facilities Needs	Child Care Services
Senior Centers	
Youth Centers	Accessibility
Neighborhood Facilities	
Parks and Recreation Facilities	Economic Development Needs
Health Facilities	Technical Assistance
Child Care Facilities	
Parking Facilities	Lead-Based Paint/Hazard Abatement
Infrastructure Improvement Needs	Code Enforcement
Flood Drain Improvements	
Water Improvements	Emergency Shelter Needs
Sewer Improvements	
Street Improvements	Housing Needs
Public Service Needs	Community Planning
Senior Services	
Handicapped Services	Program Administration
Youth Services	

Accommodations for individuals with handicaps shall be provided upon request.

**Diana R. Serna, Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516**

RESIDENTES DEL CONDADO DE HIDALGO PRECINTO NO. 1
AVISO DE AUDENCIA PUBLICA
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: viernes día 23 de septiembre 2016

En cumplimiento con el Plan Consolidado para la Planificación y Desarrollo Comunitario (CDBG), las ciudades mencionadas debajo llevarán a cabo una audiencias públicas para solicitar la opinión de las partes interesadas en las necesidades de la ciudades bajo el Programa Urbano del Condado de Hidalgo, del año fiscal 30 (2017).

Los objetivos generales del Plan Consolidado son el fortalecimiento de las asociaciones con jurisdicciones a fin de ampliar y fortalecer las alianzas entre todos los niveles del gobierno y el sector privado, incluidas las organizaciones sin fines de lucro y, a fin de que puedan proporcionar una vivienda digna, para establecer y mantener una vida adecuada en el medio ambiente, y para ampliar las oportunidades económicas para todos los ciudadanos, en particular para las personas con ingresos muy bajos.

La audiencia pública para la Ciudad de Alamo se llevará a cabo el Martes 4 de octubre 2016 a las 7:00 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Alamo ubicado en el 420 N. Tower Road, Alamo, Texas 78516.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 787-0006. Los comentarios escritos pueden hacer enviados a: **Alcalde Diana Martinez de la Ciudad de Alamo al 420 N. Tower Road, Alamo, Texas 78516.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de Donna se llevará a cabo el Martes 4 de octubre 2016 a las 6:00 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Donna ubicado en el 307 S. 12th Street, Donna, Texas 78537.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 464-3314. Los comentarios escritos pueden hacer enviados a: **Alcalde Irene Muñoz de la Ciudad de Donna al 307 S. 12th Street, Donna, Texas 78537.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de Edcouch se llevará a cabo el Jueves 6 de octubre 2016 a las 6:30 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Edcouch ubicado en el 211 West Southern Avenue, Edcouch, Texas 78538.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 262-2140. Los comentarios escritos pueden hacer enviados a: **El Alcalde Robert S. Schmalzried de la Ciudad de Edcouch al P.O. Box 100, Edcouch, Texas 78538.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de Elsa se llevará a cabo el Martes 11 de octubre 2016 a las 6:00 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Elsa ubicado en el 102 S. Diana Street, Elsa, Texas 78543.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 262-2127. Los comentarios escritos pueden hacer enviados a: **El Alcalde Alonzo Perez de la Ciudad de Elsa al P.O. Box 427, Elsa, Texas 78543.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de La Villa se llevará a cabo el Miércoles 12 de octubre 2016 a las 6:15 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de La Villa ubicado en el 916 S. Mike Chapa, La Villa, Texas 78562.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 262-2122. Los comentarios escritos pueden hacer enviados a: **El Alcalde Alma Moron de la Ciudad de La Villa al P.O. Box 60, La Villa, Texas 78562.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de Mercedes se llevará a cabo el Martes 18 de octubre 2016 a las 6:00 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Mercedes ubicado en el 400 South Ohio Ave., Mercedes, Texas 78570.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 565-3114. Los comentarios escritos pueden hacer enviados a: **El Alcalde Henry Hinojosa de la Ciudad de Mercedes al 400 South Ohio Ave., Mercedes, Texas 78570.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de Progreso se llevará a cabo el Miércoles 12 de octubre 2016 a las 6:00 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Progreso ubicado en el 300 N. FM 1015, Progreso, Texas 78579.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 565-0241. Los comentarios escritos pueden hacer enviados a: **El Alcalde Arturo Aleman de la Ciudad de Progreso al P.O. Box 699, Progreso, Texas 78579.** Asignación esperada de **\$251,975.00.**

La audiencia pública para la Ciudad de Weslaco se llevará a cabo el Martes 4 de octubre 2016 a las 6:00 P.M. en la siguiente ubicación: **Municipalidad de la Ciudad de Weslaco Cámara de Legislatura ubicado en el 255 S. Kansas, Weslaco, Texas 78596.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al (956) 968-3181. Los comentarios escritos pueden hacer enviados a: **El Alcalde David Suarez de la Ciudad de Weslaco al 255 S. Kansas, Weslaco, Texas 78596.** Asignación esperada de **\$279,535.00.**

A continuación se muestra una lista parcial de las actividades elegibles.

Necesidades de establecimientos públicos	Necesidades de desarrollo económico
Centros para personas de la tercera edad	Asistencia Técnica
Centros para jóvenes	
Instalaciones del vecindario	Pintura con base de plomo / Reducción de Riesgos
Instalaciones de parques y recreación	
Instalaciones de salud	Aplicación del código
Instalaciones para el cuidado de niños	
Instalaciones de estacionamiento	Necesidades de vivienda de emergencia
Necesidades de mejoras de infraestructura	Necesidades de vivienda
Mejoras de drenaje de inundaciones	
Mejoras de agua	Planificación de la Comunidad
Mejoras de alcantarillado	
Mejoras de calles	Administración del Programa
Necesidades de Servicios Públicos	
Servicios para personas de tercera edad	
Servicios para discapacitados	
Servicios para jóvenes	
Servicios de cuidado infantil	

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Diana R. Serna, Directora
Programa Urbano del Condado de Hidalgo
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Senior Community Outreach Services, Inc.

840 West Austin Avenue
Alamo, Texas 78516-2516

Phone: (956) 787-9524

Fax: (956) 702-2717



PEOPLE HELPING PEOPLE

September 21, 2016

Mr. David Suarez, Mayor
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Dear Mayor Suarez:

I am writing to you to thank you for your support you extended to the Senior Companion Program and to request your continued participation. Our request for the coming year 2017-2018 is for \$10,000.

As you may already know, the Senior Companion Program is a National Volunteer Program that recruits seniors to volunteer to help other adults who can no longer care for themselves by assisting with meal preparations, housekeeping, monitoring medications, running errands, and helping with transportation to and from doctor visits. Senior Companions Volunteers are healthy older adults who provide in-home support to family caregivers who care for a love one at home. Without the help of a Senior Companion Caregivers would be forced to quit their job in order to provide the care that their Senior Companions are providing. Because of the Companions, caregivers are able to continue to work and make a living for their family.

The Senior Companion Program for this coming year will provide two thousand eight hundred (2,800) hours of direct services and one hundred forty-five (145) miles of local transportation to elderly senior residents from the City of Weslaco. The Weslaco CDBG funds will be utilized for the elderly 62 years or older to empower them for independent living, promote healthier life style, advocate for the elderly resident and foster a better quality of life. All CDBG monies allocated (100%) will be use to compensated to the Senior Companion Volunteers for direct services and \$0.00 dollars will go for administration or any other expenses.

This is a City of Weslaco Community Project and we hope that you continue to support and participate to assure that our older adults have the opportunity to live independent, meaningful and dignified lives in their own home and community.

Again, thank you so much for your past contributions for the Senior Companions of Weslaco, Texas.

Respectfully,

Jose T. Perez,
Executive Director



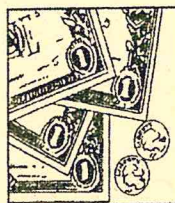
Companionship



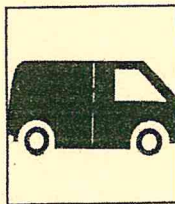
Home Care



Hospice Care



Home Management



Transportation

Dr. Juan O. Garcia
Board Chairman
Donna, Texas

Armando Dominguez
Board Vice Chairman
Mercedes, Texas

Mr. Trinidad Medina
Board Director
Alamo, Texas

Mr. Marie Salazar
Board Director
Pharr, Texas

Mr. Juan Alvarado
Board Director
Donna, Texas

Ms. Melisa Gonzales
Board Director
San Juan, Texas

Mr. Francisco Briones
Board Director
Alamo, Texas

**REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 20, 2016**

On this 20th day of September, 2016 at 5:34 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	Olga Noriega
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Gerardo “Jerry” Tafolla
Commissioner	Letty Lopez
Commissioner	Fidel Peña III
City Manager	Mike R. Perez
City Secretary	Elizabeth M. Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, IT Director; Pete Garcia, Public Works Director; Stephen Mayer, Police Chief; Jaime Hernandez, Assistant Fire Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Andrew Muñoz, Airport Director; 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, September 16, 2016.

B. Invocation.

Pastor Rene Vega, Love and Hope Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez recognized Mayor G. Pablo Pena† for his service and dedication to Weslaco.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting perfect attendance.

II. PUBLIC COMMENTS

Gail W. Ortiz voiced her objection to the conditional use permit approved at 606 W. 13th Street, stating no direct benefit to the neighborhood and applicant not meeting site plan requirements.

III. PUBLIC HEARING

Commissioner Tafolla, seconded by Commissioner Kerr, moved to open the public hearing concurrently for items A through D. The motion carried unanimously, Mayor Suarez was present and voting.

A. To solicit input on behalf of CNMK Texas Properties, LLC for a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License at 2113 W. Expressway 83, also being Lots 5C, Jones-Davis-Harren Subdivision Unit #2, Weslaco, Hidalgo County, Texas (Staffed by Planning and Code Enforcement Department)

B. To solicit input on behalf of Gustavo Corona and Gilbert Rendon dba New York Deli for a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 1400 N. Westgate Dr., also being Lots 16-18, Block D, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department)

C. To solicit input on behalf of Melden & Hunt, Inc. to rezone 2601 S. Border Ave., also being the Northwest 8.163 acres out of Farm Tract 739, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. (Staffed by Planning and Code Enforcement Department)

D. To solicit input on the submission of a grant application to Texas Parks and Wildlife Department for Isaac Rodriguez Park. (Staffed by Parks and Recreation Department.)

There were no comments received.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to close the public hearing for items A through D. 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 Regular Meeting on September 6, 2016 (Staffed by City Secretary's Office.)

B. Approval on second and final reading of the following:

1) Ordinance 2016-34 approving the voluntary annexation of the City of Weslaco Recycling Center, Lift Station No. 36 and adjacent right-of-way also being the 7.969 acres situated in Farm Tract No. 737, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located at the intersection of Mile 5 North and Border Ave. (First Reading held September 6, 2016; Staffed by Planning and Code Enforcement.) Attachment.

2) Ordinance 2016-31 adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2016 to September 30, 2017 and authorize the Mayor to execute any related documents. (First Reading held September 6, 2016; Staffed by the Finance Department.)

3) Ordinance 2016-30 adopting and levying the ad valorem tax rate for the 2016-2017 fiscal year and authorize the Mayor to execute any related documents. (First Reading held September 6, 2016; Staffed by Finance Department.)

4) Ordinance 2016-32 ratifying the property tax increase reflected in the 2016-2017 fiscal year budget. (First Reading held September 6, 2016; Staffed by Finance Department.)

5) Ordinance 2016-33, authorizing a budget amendment in the amount of \$63,000.00 for the purchase of the 1998 Caterpillar 330BL Long Reach Excavator from Fund Balance. (First Reading held September 6, 2016; Staffed by Public Works.)

C. Approval of the renewal of an agreement with Drug Enforcement Administration for Fiscal Year 16-17. (Staffed by Police Department.)

D. Approval of a request by Valley Nature Center to utilize Gibson Park on November 12, 2016 from 12 noon - 10 p.m. for Brew in the Woods, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Requested by Parks and Recreation Department.)

E. Authorization to reapply and renew the Reading Is Fundamental (RIF) grant for FY 2016-2017, to accept funds upon award throughout the year, to provide local matching funds not to exceed 25% of the total granted amount in each instance and not to exceed \$700.00 total annually, and to allow the Mayor to execute any associated documents. (Staffed by Library Department.)

F. Acceptance of donated monies and gift donations from local vendors and/or the public for library programming within Fiscal Year 2016 – 2017. (Staffed by Library Department.)

G. Acceptance of donations to the City of Weslaco's 2016 Clean Sweep Program for supplies from various suppliers. (Staffed by Planning and Code Enforcement Department.)

Commissioner Muñoz, seconded by Commissioner Tafolla, moved to approve consent agenda items A through G as presented. The motion carried unanimously, Mayor Suarez was present and voting.

Following are the ordinances:

ORDINANCE NO. 2016-30

AN ORDINANCE LEVYING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY OF WESLACO, TEXAS FOR THE TAX YEAR 2016, FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE GENERAL GOVERNMENT AND FOR THE INTEREST AND SINKING FUND FOR THE REDEMPTION OF BONDS AND OTHER INDEBTEDNESS OF THE CITY OF WESLACO, TEXAS, AND FIXING A LIEN ON ALL TAXABLE PROPERTY.

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

I.

THAT, there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Weslaco for the 2016-2017 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.6667** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. Maintenance and operation of the General Government (General Fund) for fiscal year 2016-2017, **\$0.5586** on each \$100 valuation of property. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAT LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.05%, AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY **\$2.60**.
- b. Interest and sinking fund for debt service payments for fiscal year 2016-2017, **\$0.1081** on each \$100 valuation of property for the purpose of paying interest on and providing a sinking fund for the redemption of outstanding indebtedness of the City of Weslaco.

II.

THAT there is hereby fixed on each and every item of taxable property a lien for the purpose of securing the payment of the taxes assessed thereon, and said lien shall continue to exist against any item of property against which a tax is assessed here under until such tax, together with all interest shall be paid.

III.

IF, any person shall neglect or refuse to pay the taxes herein imposed on him or his property, on or before January 31, 2017 the tax collector shall apply the following schedule of penalty and interest rates for use in calculating the total amount due on delinquent tax bills:

February 2017	7.0%
March 2017	9.0%
April 2017	11.0%
May 2017	13.0%
June 2017	15.0%
July 2017	18.0%

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of September 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of September 2016.

ORDINANCE NO. 2016-31

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS, FOR THE 2016-2017 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, was duly presented to the City Commission by the City Manager, that due and timely public notice that a Public Hearing on such budget would be held on August 23, 2016, was given and made in accordance with state law and within the time limits set forth by law; that such Public Hearing was held in accordance with the law on August 23, 2016; now therefore,

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

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017, for the support of the general government of the City of Weslaco, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2016-2017 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2016-2017 of the City of Weslaco.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of September, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of September, 2016.

ORDINANCE NO. 2016-32

AN ORDINANCE OF THE CITY OF WESLACO, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE 2016-2017 FISCAL YEAR BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 102.007 of the Texas Local Government Code provides in part that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

WHEREAS, section 102.007 of the Texas Local Government Code requires that this ratification be in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tex. Tax Code, or other law; and

WHEREAS, the fiscal year 2016-2017 Budget, as adopted, requires raising more revenue from property taxes than in the previous year by 1.05%, and the City Commission desires by adoption of this Ordinance to ratify the property tax increase reflected in the City's Fiscal Year 2016-2017 Budget.

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

SECTION 1. That the Weslaco City Commission, as the governing body of the City of Weslaco, having adopted the 2016-2017 Fiscal Year Budget that will require raising more revenue from property taxes than in the previous year by 1.05%, hereby ratifies the property tax increase reflected in the 2016-2017 Fiscal Year Budget.

SECTION 2. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

SECTION 3. This Ordinance shall be in full force effective from and after its passage and approval.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of September, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of September, 2016.

ORDINANCE 2016-33

AN ORDINANCE AMENDING ORDINANCE NUMBER 2015-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, FINDING NEED TO AMEND THE 2015-2016 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2015-2016 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2015-2016 Official Budget, adopted by Ordinance 2015-27, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of September, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of September, 2016.

ORDINANCE NO. 2016-34

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 7.9688 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Weslaco, Texas (the “City”), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the “subject property”);

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 7.9688 acres and are more specifically described as follows, to-wit:

Tract

A tract of land containing 7.9688 acres situated in the County of Hidalgo, Texas, being a part of portion of Farm Tracts 737, West Tract Subdivision and adjacent right-of-way being the 655.03 ft. of East right-of-way being 26.14 feet of 60 ft. right-of-way and 628.89ft of 70ft right-of-way, also known as a portion of South Border Avenue (Miles 5 ½ West Road), according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 6. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 6th day of September, 2016.

FINALLY PASSED AND APPROVED on this 20th day of September, 2016.

CITY OF WESLACO
/s/DAVID SUAREZ, MAYOR

ATTEST:
/s/ELIZABETH WALKER, CITY SECRETARY

AS TO FORM:
/s/JUAN E. GONZALEZ, ATTORNEY FOR THE CITY

V. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of CNMK Texas Properties, LLC to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License at 2113 W. Expressway 83, also being Lots 5C, Jones-Davis-Harren Subdivision Unit #2, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated twenty property owners were notified and no objection received. Planning and Zoning and staff recommend approval.

In response to Commissioner Muñoz, Matt Donovan stated additional security officers are assigned during peak hours--Friday, Saturday and Sunday--and sale of alcoholic beverages will be limited to highest standards in the industry.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License at 2113 W. Expressway 83 as recommended. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Gustavo Corona and Gilbert Rendon dba New York Deli to approve Conditional Use Permit to obtain a Wine and Beer

Retailer's Permit at 1400 N. Westgate Dr., also being Lots 16-18, Block D, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated twenty-three property owners were notified and no objection received. Planning and Zoning and staff recommend approval.

Commissioner Tafolla, seconded by Commissioner Peña, moved to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 1400 N. Westgate Dr. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Ordinance 2016-35, the Voluntary Annexation of the 20.00 acres of Farm Tract 739 West Tract Subdivision, Weslaco, Hidalgo County, Texas and adjacent right-of-way, located on the Southeast side of S Border Avenue, being 1400 feet North of the intersection of Mile 5 North Road and S. Border Avenue. First Reading of Ordinance 2016-35. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa stated this was a voluntary annexation that is adjacent to property on the northeast corner previously approved for annexation as City property. Staff recommends approval.

Commissioner Tafolla, seconded by Commissioner Peña, moved to approve Ordinance 2016-35, the Voluntary Annexation of the 20.00 acres of Farm Tract 739 West Tract Subdivision, Weslaco, Hidalgo County, Texas and adjacent right-of-way, located on the Southeast side of S Border Avenue, being 1400 feet North of the intersection of Mile 5 North Road and S. Border Avenue as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf Melden & Hunt, Inc. to approve Ordinance 2016-37 rezoning 2601 S. Border Ave., also being the Northwest 8.163 acres out of Farm Tract 739, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. First reading of Ordinance 2016-37. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated with the property just approved for annexation, the developer requests rezoning of 8.163 acres to R-2 Duplex and Apartments. Staff recommends approval of first reading of the ordinance.

Commissioner Pena, seconded by Commissioner Tafolla, moved to approve Ordinance 2016-37 rezoning 2601 S. Border Ave. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to instruct staff to prepare amendments to the zoning regulations of day cares in residential zones. Possible action. (Requested by Commissioners Munoz and Kerr; Staffed by Planning and Code Enforcement Department.)

Commissioner Muñoz voiced a need to regulate day cares in residential areas; Commissioners Kerr and Tafolla asked to see such regulations in effect in other cities. Mardoqueo Hinojosa stated

staff could prepare a table of comparison; the City Manager recommended input from the Planning and Zoning Commission then report to the Commission.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to authorize staff to prepare amendments to the zoning regulations of day cares in residential zones. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve an Interlocal agreement with Hidalgo County for reconstruction and repaving of Milano Road from 18th Street to U.S. Business Highway 83 and 6th Street from Milano Road to City limit line in an amount not to exceed \$218,122.97 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Suarez stated this would be a cost sharing effort with Hidalgo County. Mr. Raul Lozano, Chief Administrator, stated if bid out, this would be a \$1.2 million project. The interlocal allows cost participation from the City and County, 35/65 split, on materials for the portion of roadway improvements within each entity's jurisdiction. There will be a slight expansion to the road and upgrades to the bar ditches; the County will convey plans and specifications, with proposed project commencement within two weeks and completion by end of calendar year.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to approve an Interlocal agreement with Hidalgo County for reconstruction and repaving of Milano Road from 18th Street to U.S. Business Highway 83 and 6th Street from Milano Road to City limit line in an amount not to exceed \$218,122.97 as presented. The motion carried unanimously, Mayor Suarez was present and voting.

G. Discussion and consideration of a request from the City of Edcouch to extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the Planning Department of Edcouch and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Peña, seconded by Commissioner Lopez, moved to approve.

Mardoqueo Hinojosa stated during the budget workshops staff had indicated several cities would be requesting assistance with animal control. The agreement for services is the same for items H City of Mercedes, item I City of Elsa and item J City of La Villa; item H City of Mercedes is similar except proposed fees are lower as higher volume is expected. Staff recommends approval.

Commissioner Peña, seconded by Commissioner Lopez, moved to amend the motion to include item I City of Elsa and Item J City of La Villa and City of Edcouch Professional Services Agreement to provide technical services by providing animal control and mainly impoundment service as presented and authorize the Mayor to execute any related documents. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration of a request from the City of Mercedes to extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the Planning Department of Mercedes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated payment and fees were \$12/animal lower and recommended approval.

In response to citizen Gail Ortiz, Joe Pedraza stated there were fifteen kennels outside and nine inside; a chip reader is at the shelter as well as in each truck.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to approve a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment service with the City of Mercedes as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration of a request from the City of Elsa to extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the Planning Department of Elsa and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

See action of Item G.

J. Discussion and consideration of a request from the City of La Villa to extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the Planning Department of La Villa and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

See action of Item G.

K. Discussion and consideration to approve a four-way stop at the intersection of 2nd Street and Illinois Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated a request had been received from the church for a four way stop. Staff researched for the number of traffic accidents and recommends approval. Commissioner Tafolla requested staff research previous Commission action related to re-opening Illinois Avenue.

Commissioner Tafolla, seconded by Commissioner Kerr, moved to approve a four-way stop at the intersection of 2nd Street and Illinois Avenue as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to approve an agreement with MYD Properties, LLC for the drainage improvements along the intersection of Railroad Street and Iowa Avenue and

authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the owner of the Onion Shed is proposing to improve the drainage for his property with a detention pond. Staff recommends approval to share cost of the drainage improvements to be maintained by the City. In response to Commissioner Tafolla, depth would be 4-5 feet and would be confirmed after review of survey of the area and improvement will be fenced.

Commissioner Lopez, seconded by Commissioner Tafolla, moved to approve an agreement with MYD Properties, LLC for the drainage improvements along the intersection of Railroad Street and Iowa Avenue as presented. The motion carried unanimously, Mayor Suarez was present and voting.

M. Discussion and consideration to authorize the demolition of the former Valley Nature Center building. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa requested authorization for demolition of the former Valley Nature Center. He stated staff already was scheduling demolition of dilapidated structures previously approved and could add to this structure to the list.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to authorize the demolition of the former Valley Nature Center building. The motion carried unanimously, Mayor Suarez was present and voting.

N. Discussion and consideration to approve Resolution 2016-60 authorizing the submission of a grant application to Texas Parks and Wildlife for the re-development of Isaac Rodriguez Park in an amount not to exceed \$500,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated funding would be from several partners toward a \$1 million project: Knapp Medical Foundation - \$200,000.00; City - \$200,000.00, and City in-kind contribution - \$200,000.00. Together this would serve as the local match to leverage from Texas Parks and Wildlife another \$500,000.00 grant. The proposed improvements include a skate park, splash pad, disc golf course, walking trail, play scape and upgrade existing pool restrooms. Staff recommends approval. In response to Commissioner Lopez there are no improvements proposed to the service center itself.

Commissioner Lopez, seconded by Commissioner Tafolla, moved to approve Resolution 2016-60 authorizing the submission of a grant application to Texas Parks and Wildlife for the re-development of Isaac Rodriguez Park in an amount not to exceed \$500,000.00 as presented. The motion carried unanimously, Mayor Suarez was present and voting.

Following is the resolution.



**Local Park Grant Program
Resolution Authorizing Application**

✓
Done
9/23/16
OS

R2016-60

A resolution of the City of Weslaco, Texas as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

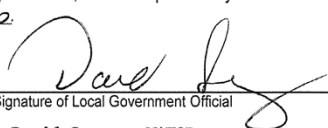
SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Parks and Recreation Department of the City of Weslaco, Texas to act for the Applicant in dealing with the Department for the purposes of the Program, and that David Arce is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Rodriguez Park in the City of Weslaco of Hidalgo County or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

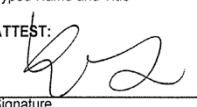
Introduced, read and passed by an affirmative vote of the "Applicant" on this 20th day of Sept., 20

16


Signature of Local Government Official

David Suarez, MAYOR

Typed Name and Title

ATTEST:


Signature wcc 09/20/16

PWD 1069B - P4000 (01/2014)

O. Discussion and consideration to approve Ordinance 2016-36 amending the Master Fee Schedule and authorize the Mayor to execute any related documents. First reading of Ordinance 2016-36. Possible action. (Staffed by Finance Department.) Attachment.

Mary Barrera, Finance Director, reported the schedule was reviewed by departments with increases, decreases or elimination of fees proposed. The City Manager stated a significant

amendment was in the Fire Department for EMS billing. Mary Barrera stated a discount of 10% may be provided for prompt payment on private pay. Staff recommended approval.

Commissioner Kerr, seconded by Commissioner Mayor Pro Tem Noriega, moved to approve Ordinance 2016-36 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to award the Commercial Insurance Package to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment.

Veronica Ramirez, HR Director, stated two bids were received and upon tabulation the recommendation from Consultant, Roger Garza, and staff was to award TML as the most advantageous bidder.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve and award TML the Commercial Insurance Package as the best qualified most advantageous bidder as recommended. The motion carried unanimously, Mayor Suarez was present and voting.

Q. Discussion and consideration to award the Workers' Compensation Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Tafolla, seconded by Commissioner Lopez, moved to approve.

Veronica Ramirez stated two quotes were received: Texas Municipal League Intergovernmental Pool as a full funded plan and Montalvo Insurance Agency as a self-funded plan. Staff and Roger Garza, Valley Risk Consultant, evaluated both and recommended to award TML.

Roger Garza, Consultant, advised there is a substantial risk being self-funded as related to work injuries and fully funded there is no liability. The City Manager also stated it is a calculated risk when you cannot forecast work injury claims and if you do not have the reserve fund for it. There could have been a savings of \$100,000.00 if self-funded this year because the turnover rate was low and departmental management and loss control were strong.

Ramon Montalvo, Montalvo Insurance, voiced the City does not get any return from TML for a good year and did not feel it was a risk as other entities are self-funded. In response to Mayor Suarez, \$26,000.00 has been spent for loss control services by Montalvo Insurance Agency this year and there is a balance of \$5,000.00 that may be applied as a credit.

Luis Valdez, TML, reviewed the deductibles for police, fire and public employees based on a modifier stating the proposal solicited were for fully-funded and could submit for self-insured as well. Veronica Ramirez stated proposals solicited were for fully-funded. City Attorney stated self-funded could be accepted by the commission. Luis Valdez stated coverage would be extended for thirty days to allow the opportunity to submit a proposal as self-funded.

Commissioner Tafolla withdrew his motion.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to table the item until the second meeting of October as recommended for further evaluation. The motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 7:23 p.m. Mayor Suarez announced the regular meeting to convene in executive session. At 8:13 p.m. Mayor Suarez announced the City Commission had completed its executive session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

C. Real Property - Consultation with City Attorney on the purchase, exchange, lease or value of real property (North Texas; Intersection of Mile 11 and Texas Boulevard) as authorized by §551.072 of the Texas Local Government Code.

Commissioner Tafolla, seconded by Commissioner Peña, moved to authorize the Mayor and City Manager to continue negotiations as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

D. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Mile 6 1/2 W just south of Mile 10 N as authorized by §551.072 of the Texas Local Government Code.

There was no action on this item.

E. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to industrial prospects, including Project Chicken Hatch "B", as well as retail and airport development as authorized by §551.087 of The Texas Government Code.

There was no action on this item.

F. Economic Development – Consultation with City Attorney regarding a lease agreement for Economic Development Project Wild Boar "B" as authorized by §551.087 of The Texas Government Code.

Commissioner Tafolla, seconded by Commissioner Peña, moved to authorize the Mayor to execute any documents as discussed in executive session with Texas A&M University. The motion carried unanimously; Mayor Suarez was present and voting.

G. Economic Development – Consultation with City Attorney regarding an incentive at the airport for Economic Development Project Golden Eagle as authorized by §551.087 of The Texas Government Code.

There was no action on this item.

H. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related for retail development Project Ocean as authorized by §551.087 of The Texas Government Code.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to authorize the Mayor to sign any and all documents contingent on approval by the Weslaco Economic Development Corporation. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Commissioner Tafolla, seconded by Commissioner Peña, moved to adjourn at 8:14 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Olga Noriega

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Gerardo “Jerry” Tafolla

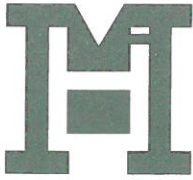
COMMISSIONER, Letty Lopez

COMMISSIONER, Fidel L. Peña, III



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-459
From: Mardoqueo Hinojosa		
Subject: Ordinance 2016-35, the Voluntary Annexation of the 20.00 acres of Farm Tract 739 West Tract Subdivision, Weslaco, Hidalgo County, Texas and adjacent right-of-way, located on the Southeast side of S Border Avenue, being 1400 feet North of the intersection of Mile 5 North Road and S. Border Avenue. (First Reading held September 20, 2016; Staffed by Planning and Code Enforcement.)		
Background: The property is within a Flood Zone "AH" and "B". Developer will begin subdivision process in the next few months. City services are available adjacent to the property. Consensual annexation will be step one in this process.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning Approved on September 7, 2016.		
Elizabeth Walker Mike Perez		Created/Initiated Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Annexation Petition , Aerial, Exhibit, Ordinance 2016-35		
Responsibilities upon Approval: Staff will inform applicant to proceed with their development process.		



TBPE Firm # F-1435
TBPLS # 10096900

September 2, 2016

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

City of Weslaco
Mr. Maroqueo Hinojosa, P.E.
City Engineer/ Planning Director
255 S. Kansas Ave
Weslaco, TX 78596

Re: Annexation / Rezoning Request

Dear Mr. Hinojosa:

On behalf of Mr. Michael Kormeier, Melden & Hunt, Inc. is requesting the annexation of a 20.0 acre tract of land out of Farm Tract 739 West Tract Subdivision. In addition, MHI formally request the rezoning of 7.949 acres situated on the North West corner out of said 20.0 acre tract.

Your consideration on these requests is greatly appreciated. If you have any questions or need further information, please feel free to contact me at (956) 500-2734.

Respectfully,

MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
Vice-President

Farm Tract 739

Farm Tract 739

 Proposed Annexation
 Recycling Center

City Limits

Border Ave.

Proposed
Annexation Area

First Reading of
Annexation on
9/6/2016

Mile 5 North Road

Texas
Blvd.

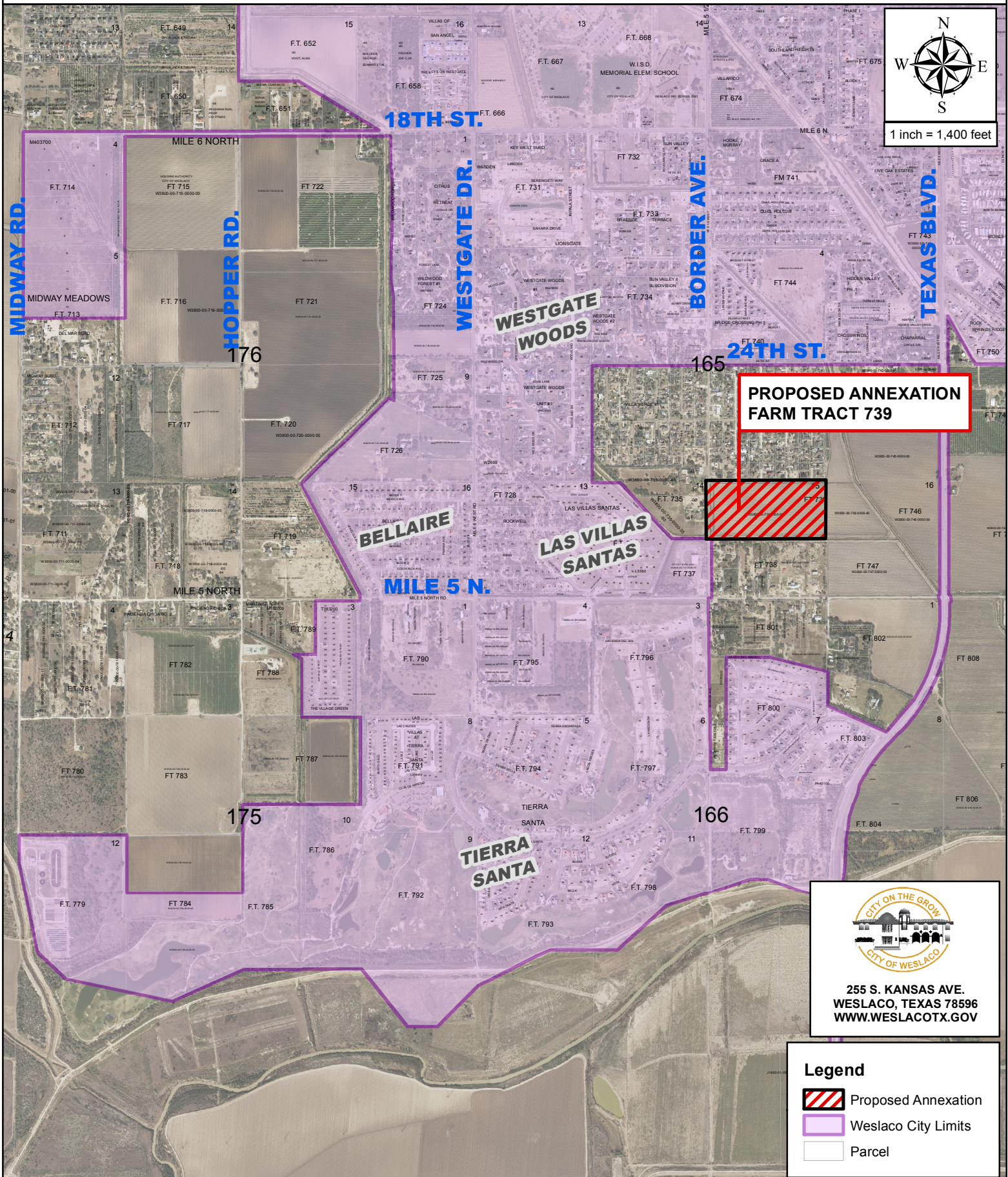
Google™ earth

© 2016 Google
© 2016 INEGI

Tierra Santa

3000 ft





ORDINANCE NO. 2016-35

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 20.00 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Weslaco, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 20.00 acres and are more specifically described as follows, to-wit:

Tract

A tract of land containing 20.00 acres situated in the County of Hidalgo, Texas, being the west 20.00 acres of Farm Tract 739, West Tract Subdivision and adjacent right-of-way being the 659.9 ft. of the west 60 ft. right-of-way, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 6. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 20th day of September, 2016.

FINALLY PASSED AND APPROVED on this 4th day of October, 2016.

CITY OF WESLACO

DAVID SUAREZ, MAYOR

ATTEST:

ELIZABETH WALKER, CITY SECRETARY

AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-458	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2016-37 rezoning 2601 S. Border Ave., also being the Northwest 8.163 acres out of Farm Tract 739, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. (First Reading held September 20, 2016; Staffed by Planning and Code Enforcement.)			
Background: The applicant is requesting to rezone from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. The City of Weslaco is the only adjacent owner inside City limits within the 200-ft radius.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on August 22, 2016.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on September 7, 2016.			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Aerial, Rezone Area, Rezone Description, Rezone Attachments, Ordinance 2016-37			
Responsibilities upon Approval:			

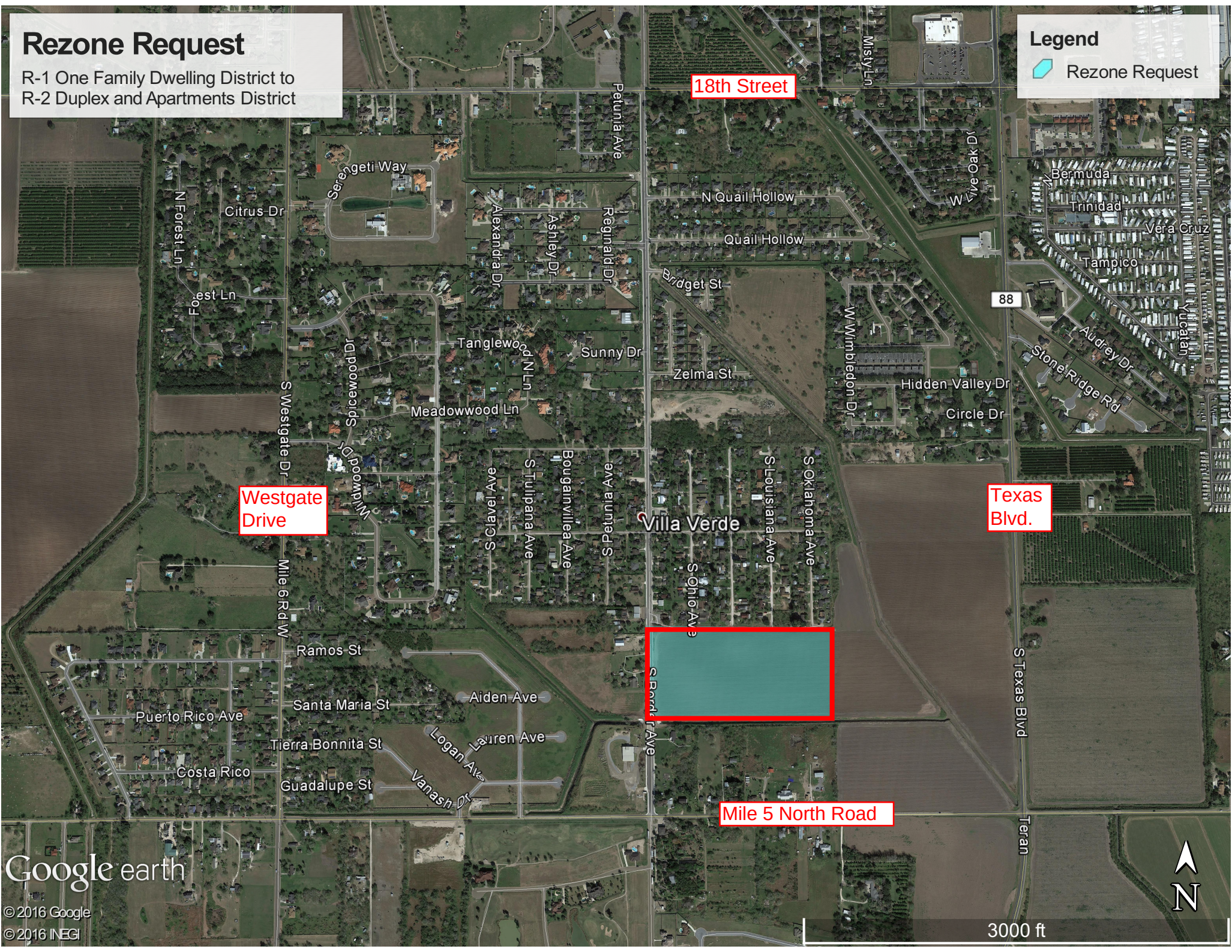
Staff will inform applicant to continue with the development process.

Rezone Request

R-1 One Family Dwelling District to
R-2 Duplex and Apartments District

Legend

 Rezone Request



February 15, 2016

METES AND BOUNDS DESCRIPTION
8.163 AC. [355,575.00 Sq. Ft.]
OUT OF FARM TRACT 739
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS

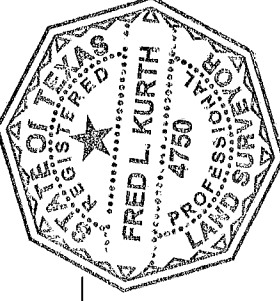
A tract of land containing 8.163 acres [355,575.00 square feet] situated in Hidalgo County, Texas, being a part or portion of Farm Tract 739, West Tract Subdivision, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 8.163-acre tract is a part or portion of a certain (20.00-acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records, said 8.163 acres [355,575.00 square feet] being more particularly described as follows:

COMMENCING on a Cotton Picker Spindle set at the Southwest corner of said Farm Tract 739;

THENCE, N 01° 11' 29" W along the West line of said Farm Tract 739 and the East line of Farm Tract 735, of said West Tract Subdivision, and within the right-of-way of S. Border Avenue, a distance of 350.00 feet to a Cotton Picker Spindle set for the Southwest corner and POINT OF BEGINNING, of this herein described tract;

1. THENCE, N 01° 11' 29" W along the West line of said Farm Tract 739 and the East line of said Farm Tract 735, and within the right-of-way of S. Border Avenue, a distance of 350.00 feet to a Cotton Picker Spindle set [Northing: 16572860.952, Easting: 1148911.961] on the Southwest corner of Villa Verde Subdivision Unit No. 2, according to the plat thereof recorded in Volume 17, Page 33, Hidalgo County Map Records, for the Northwest corner of this tract;
2. THENCE, N 88° 48' 31" E along the South line of said Villa Verde Subdivision Unit No. 2, at a distance of 30.00 feet pass a No. 4 rebar set on the East right-of-way line of S. Border Avenue, continuing a total distance of 995.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;
3. THENCE, S 01° 11' 29" E a distance of 375.00 feet to a No. 4 rebar set, for the Southeast corner of this tract;
4. THENCE, S 88° 48' 31" W a distance of 725.00 feet to a No. 4 rebar set for an outside corner of this tract;
5. THENCE, N 01° 11' 29" W a distance of 65.00 feet to a No. 4 rebar set for an inside corner of this tract;
6. THENCE, S 88° 48' 31" W at a distance of 240.00 feet pass a No. 4 rebar set on the East right-of-way line of S. Border Avenue, continuing a total distance of 270.00 feet to the POINT OF BEGINNING, and containing 8.163 acres [355,575.00 square feet] of land, of which 0.213 of one acre [8,300.00 square feet] lies within the right-of-way of S. Border Avenue, leaving a net of 7.949 acres [346,275.00 square feet] of land more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO
HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS
THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/26/2016 UNDER MY
DIRECTION AND SUPERVISION.



Fred L. Kurth
FRED L. KURTH, R.P.L.S. #4750 DATE: 2-15-16



APPLICATION FOR REZONING

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

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. 2016-08

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot FARM TRACT 739 Block N/A

Subdivision Name WEST TRACT SUBDIVISION

Street Address N/A 2601 S. Border Ave

Existing Zoning R-1 Existing Land Use OPEN

Proposed Zoning R-2 Proposed Land Use MULTI-FAMILY

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

APPLICANT

Name DWR DEVELOPMENT GROUP, LLC Phone 713-560-0068

Address 710 N. POST OAK RD., STE. 400 Fax: 713-583-8858

City HOUSTON State TX Zip Code 77024 E-Mail: donna@marqueconsultants.com

OWNER

Name MICHAEL R. KORMEIER Phone 956-682-8331

Address 809 PECAN BLVD Fax: N/A

City McALLEN State TX Zip Code 78501 E-Mail: bilbreycorealty@aol.com

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

Signature Michael R. Kormeier Date August 18, 2016
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

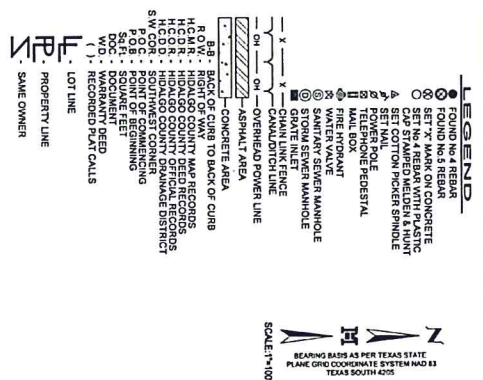
CITY OF WESLACO
956-968-3181

REC#: 02167715 8/26/2016 11:26 AM
OPER: KPere TERM: 036
REF#: CHK#028010

TRAN: 204.0000 REZONING APPL FEE
MELDEN & HUNT
2601 S BORDER AVE
REZONING APPLICATIO 300.00CR

TENDERED: 300.00 CHECK
APPLIED: 300.00-

CHANGE: 0.00



ESTABLISHED 1941
www.maldenmchunt.com

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 7, 2016, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, September 20, 2016 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests: Si desea informaci3n en espa±ol, llame al departamento de Planeaci3n de la Ciudad de Weslaco, (956) 447-3403. CNMK Texas Properties, LLC is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License at 2113 W. Expressway 83, also being Lots 5C, Jones-Davis-Harren Subdivision Unit #2, Weslaco, Hidalgo County, Texas. Gustavo Corona and Gilbert Rendon dba New York Deli are requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 1400 N. Westgate Dr., also being Lots 16-18, Block D, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas. Melden & Hunt, Inc. is requesting to rezone 2601 S. Border Ave., also being the Northwest 8.163 acres out of Farm Tract 739, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. 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 September 7, 2016, for the Planning and Zoning Commission and on or before September 20, 2016 for City Commission. For additional information, contact the Planning Department at (956) 447-3403. /S/ mARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

[Click here](#) to view the public notice as it appeared in print.

Appeared in: **The Monitor** on Monday, 08/22/2016

Powered by [myPublicNotices.com](http://www.mypublicnotices.com)

ORDINANCE NO. 2016-37

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2601 S. BORDER AVE., ALSO BEING NORTHWEST 8.163 ACRES OUT OF FARM TRACT 739, WEST TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENTS DISTRICT.

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

SECTION I: R-1 Single Family Dwelling District to R-2 Duplex and Apartments District being Northwest 8.163 acres out of Farm Tract 739, West Tract Subdivision, also being 2601 S. Border Ave., 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 20th day of September, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of October, 2016.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-442
From:		
Subject: Ordinance 2016-36 amending the Master Fee Schedule and authorize the Mayor to execute any related documents. (First Reading held September 20, 2016; Staffed by Finance Department.)		
Background: Each year, staff tries to revisit the Master Fee schedule to make sure that the City is covering the costs of providing services to our citizens. We have reviewed all current fees and are proposing the attached changes. Some are slightly increased, and some are decreased or eliminated. We are also proposing to set out fees for EMS billing that were not previously maintained in the Master Fee schedule. Due to these additions on EMS Billing, we are also setting out proposed reductions for prompt payment of private pay services. I propose that the fees become effective as of the date of the second reading of the Ordinance, if approved.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First 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):		
Elizabeth Walker Mike Perez		Created/Initiated Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval as presented.		
Attachments, if any: Master Fee Schedule, Ordinance 2016-36		
Responsibilities upon Approval:		

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
<i>City Secretary:</i>		
Sound truck permit	25.00	\$25 for (3) three days
Parades and processions	25.00	\$ 50.00
<i>Premises license:</i>		
First year	25.00	\$ 25.00
Every year thereafter	20.00	\$ 20.00
<i>Notary public services:</i>		
All notarial acts	6.00	\$ 6.00
Certified copies	10.00	\$ 10.00
Standard paper copy	0.10 per page	\$0.10 per page
Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)	0.50	\$ 0.50
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)	actual cost	actual cost
Diskette	3.00	\$ 3.00
Magnetic tape	actual cost	actual cost
Data cartridge	actual cost	actual cost
Tape cartridge	actual cost	actual cost
Rewritable DC (DC-RW)	1.00	\$ 1.00
Non-rewritable DC (CD-R)	1.00	\$ 1.00
Digital video disc (DVD)	3.00	\$ 3.00
Jaz drive	actual cost	actual cost
Other electronic media	actual cost	actual cost
VHS video cassette	2.50	\$ 2.50
Audio cassette	1.00	\$ 1.00
<i>Labor Charge</i>		
For programming	28.50 per hour	\$28.50 per hour
For locating, compiling, and reproducing	15.00 per hour	\$15.00 per hour
Overhead charge	20% of labor charge	20% of labor charge
<i>Microfiche or microfilm charge:</i>		
Paper copy	0.10 per page	\$ 0.10 per page
Fiche or film copy	actual cost	actual cost
Remote document retrieval charge	actual cost	actual cost
<i>Computer resource charge</i>		
Mainframe	10.00 per CPU minute	\$10.00 per CPU minute
Midsize	1.50 per CPU minute	\$1.50 per CPU minute
Client/server system	2.20 per clock hour	\$2.20 per clock hour
PC or LAN	1.00 per clock hour	\$1.00 per clock hour
Miscellaneous supplies	actual cost	actual cost
Postage and shipping charges	actual cost	actual cost
Photographs	actual cost	actual cost
Maps	actual cost	actual cost
Other	actual cost	actual cost
Outsourced/contracted services	actual cost	actual cost
<i>Vital statistics:</i>		
Birth certificates:		
Wallet-sized certificate	23.00	\$ 23.00
Full-sized certified copy	23.00	\$ 23.00
Remote system issue	23.00	\$ 23.00
Death certificates:		
First copy	21.00	\$ 21.00
Each additional copy of same certificate	4.00	\$ 4.00
Plastic pouch for wallet-sized certificates	1.00	\$ 1.00
Plastic pouch for full-sized certificates	2.00	\$ 2.00
Searching fee for birth record	23.00	\$ 23.00

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
Searching fee for death record	21.00	\$ 21.00
Burial Transit Permit - Outside City Hall hours	25.00	\$ 25.00
Burial Transit Permit - tardiness penalty	25.00 per additional half hour waiting	\$25.00 per additional half hour waiting
<i>Map fees:</i>		
Black and White 11 × 17	5.00	\$ 5.00
Black and White 17 × 24	7.00	\$ 7.00
Black and White 24 × 36	10.00	\$ 10.00
Black and White 28 × 40	12.00	\$ 12.00
Black and White 36 × 48	15.00	\$ 15.00
Color 8½ × 11	4.00	\$ 4.00
Color 11 × 17	10.00	\$ 10.00
Color 17 × 24	12.00	\$ 12.00
Color 24 × 36	14.00	\$ 14.00
Color 28 × 40	16.00	\$ 16.00
Color 36 × 48	20.00	\$ 20.00
<i>Street use:</i>		
Permit Plus \$20.00 per office, per hour (minimum two hours)	25.00	\$ 25.00
<i>Street closure:</i>		
Permit	25.00	\$ 50.00
Barricade deposit	100.00	\$ 100.00
<i>Finance:</i>		
Returned check fee (Applies to all departments)	35.00	\$ 35.00
<i>Customer service inspection for existing structures:</i>		
Commercial fixtures 1 to 20	32.00	\$ 32.00
Commercial fixtures 21 to 50	42.00	\$ 42.00
Commercial fixtures 51 and up	120.00	\$ 120.00
Residential	32.00	\$ 32.00
<i>Fire:</i>		
ALS1	500.00	\$ 850.00
ALS2	500.00	\$ 1,050.00
Mileage (per mile)	7.00	\$ 12.00
ALS3	300.00	-
ALS4	300.00	\$ 850.00
BLS1	500.00	\$ 650.00
BLS2	200.00	\$ 650.00
EXT1	50.00	\$ 150.00
EXT2	50.00	\$ 150.00
EXT3	50.00	\$ 150.00
EXTU	50.00	\$ 150.00
MONI	50.00	\$ 150.00
NOTR	50.00	\$ 50.00
WAIT	40.00 per ½ hour	EMS \$50.00 ½ hour Fire Engine \$150.00 per ½ hour
<i>Haz-mat response:</i>		
Base rate per incident	500.00	\$1,000.00 base rate
Equipment replacement cost	20 percent plus	20 percent plus
Per each firefighter	50.00 plus	\$100.00 plus/per Firefighter
<i>EMS:</i>		
Annual ambulance permit fee	200.00	\$350.00 per company \$25 per inspection

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
<i>Fire prevention:</i>		
Adult day care center, annual/facility	75.00	\$ 75.00
Child day care center, annual/facility	75.00	\$ 75.00
Annual health care/nursing home/hospital inspection	150.00	\$ 150.00
Plan reviews/inspections after normal working hours, per hour, two-hour minimum	37.50	\$ 37.50
Control burning permit	75.00	\$ 75.00
<i>Underground/aboveground storage tank inspection:</i>		
Acceptance test 10,000 gallons or less, per tank	75.00	\$ 75.00
More than 10,000 gallons, per tank	112.50	\$ 112.50
<i>Aboveground flammable liquid tank permit:</i>		
Temporary A, 90 days	75.00	\$ 75.00
Temporary B, 180 days	112.50	\$ 112.50
Temporary C, 1 year	187.50	\$ 187.50
Automatic hood fire extinguisher test	75.00	\$ 75.00
<i>New sprinkler system plan review:</i>		
1—200 heads	150.00	\$ 150.00
201 or more, per head	0.75	\$ 0.75
over 3,000 heads, maximum	2,250.00	\$ 2,250.00
Hydrostatic test on underground/aboveground for sprinkler system, per hour, two-hour minimum	75.00	\$ 75.00
Fire alarm system test	75.00	\$ 75.00
Fire alarm modify, per device	7.50	\$ 7.50
<i>False alarm (after second call/monthly base):</i>		
Commercial	225.00	\$ 225.00
Residential	75.00	\$ 75.00
Bonfires	300.00	\$ 300.00
Fireworks displays	300.00	\$ 300.00
<i>Library:</i>		
<i>Late fees:</i>		
Adult books (per day)	0.10 with \$7.00 maximum per item	0.10 with \$7.00 maximum per item
Children's books (per day)	0.10 with \$7.00 maximum per item	0.10 with \$7.00 maximum per item
Videos/DVD's (per day)	1.00 with \$7.00 maximum per item	1.00 with \$7.00 maximum per item
Cassettes/CD's (per day)	0.25 with \$7.00 maximum per item	0.25 with \$7.00 maximum per item
Audio books (per day)	0.25 with \$7.00 maximum per item	0.25 with \$7.00 maximum per item
Tablet (per hour)	1.00 with \$10.00 maximum per item	1.00 with \$10.00 maximum per item
Lost card replacement—First time	2.00	\$ 2.00
Lost card replacement—Second time	3.00	\$ 3.00
Lost card replacement—Third time and after	5.00	\$ 5.00
Maximum fine per item	Cost of item plus \$15.00	Cost of item plus \$15.00 processing
Interlibrary loan fee—Print	0.25 per day maximum \$15.00	0.25 per day maximum \$15.00
Interlibrary loan fee—DVD and Other	1.00 per day maximum \$15.00	1.00 per day maximum \$15.00
Lost ILL book or item	Lending library costs plus \$20.00 processing	Lending library costs plus \$20.00 processing
Black and white printing	0.10 per page	\$0.10 per page

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
Color printing	0.50 per page	\$0.50 per page
Black and white copying	0.10 per page	\$0.10 per page
Color copying	0.50 per page	\$0.50 per page
Document scanning	0.25 per page	\$0.25 per page
Local document faxing	1.00 per page	\$1.00 per page
Long distance document faxing	\$1.00 per page	\$1.00 per page
<i>Damage fees:</i>		
General Collection Adult Books and A/V Material	Cost of item plus \$15.00 processing	Cost of item plus \$15.00 processing
Special Collection Adult Books and A/V Material	Cost of item plus \$25.00 processing	Cost of item plus \$25.00 processing
Inter Library Loan Materials	Lending library costs plus \$20.00 processing	Lending library costs plus \$20.00 processing
Lost, stolen, or damaged Tablet	Dependent on damage; \$300 maximum fee	Dependent on damage; \$300 maximum fee
Damage to Laptops	Dependent on damage; \$300 maximum fee	Dependent on damage; \$300 maximum fee
Damage to Equipment	Dependent on damage; \$200 maximum fee	Dependent on damage; \$200 maximum fee
<i>Auditorium and meeting room rental fees for the Mayor Eugene A. Braught Memorial Theater:</i>		
Auditorium	200.00	\$ 200.00
Auditorium Half Day	150.00	\$ 100.00
Auditorium after hours use	300.00	\$ 300.00
Meeting room	100.00	\$ 100.00
Meeting Room Half Day	75.00	\$ 25.00
Meeting room after hours use	200.00	\$ 200.00
Auditorium/meeting room late cancellation fee	50.00	\$ 50.00
Auditorium or meeting room deposit for damage and overtime (refundable)	100.00	\$ 100.00
<i>Municipal court (Judicial Record):</i>		
Warrant service fee	50.00	\$ 50.00
Standard paper copy	0.00	\$0.10 per page
Diskette	0.00	\$ 1.00
Magnetic tape	0.00	actual cost
Data cartridge	0.00	actual cost
Tape cartridge	0.00	actual cost
Rewritable DC (DC-RW)	0.00	\$ 1.00
Non-rewritable DC (CD-R)	0.00	\$ 1.00
Digital video disc (DVD)	0.00	\$ 3.00
Jaz drive	0.00	actual cost
Other electronic media	0.00	actual cost
VHS video cassette	0.00	\$ 2.50
Audio cassette	0.00	\$ 1.00
Oversize paper copy (not on specialty paper such as mylar, blueprint, blueline, map or photograh)	0.00	\$ 0.50
Specialty paper	0.00	actual cost
<i>Labor Charge</i>		
For programming	0.00	\$28.50 per hour
For locating, compiling, and reproducing	0.00	\$15.00 per hour
Overhead charge	0.00	20% of labor charge
Certified copy	0.00	\$2.00 first page
Non-certified copy	0.00	\$1.00 first page
each additional page (certified/non-certified)	0.00	\$ 0.25

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees		PROPOSED FEES	
<i>Parks and recreation:</i>				
<i>Weslaco Service Center:</i>	<i>Resident</i>	<i>Nonresident</i>	<i>Resident</i>	<i>Nonresident</i>
(Monday—Thursday)	200.00	250.00	\$ 200.00	\$ 250.00
(Friday)	500.00	600.00	\$ 500.00	\$ 600.00
(Saturday or Sunday)	600.00	650.00	\$ 600.00	\$ 650.00
(Sunday partial day 12pm-3pm, 4pm-7pm)	200.00	250.00	\$ 200.00	\$ 250.00
<i>Weslaco Swimming Pool rentals:</i>	<i>Resident</i>	<i>Nonresident</i>	<i>Resident</i>	<i>Nonresident</i>
Rental of two hours	225.00	250.00	\$ 225.00	\$ 250.00
Rental of three hours	275.00	300.00	\$ 275.00	\$ 300.00
Over 50 people: one extra life guart for every 25 people	10.00 per hr.	10.00 per hr.	\$10.00 per hr.	\$10.00 per hr.
<i>Pool classes: Gus and Goldie:</i>	<i>Resident</i>	<i>Nonresident</i>	<i>Resident</i>	<i>Nonresident</i>
Registration of first child	25.00	30.00	\$ 25.00	\$ 30.00
Registration of second child	20.00	25.00	\$ 20.00	\$ 25.00
Family Night/Daily Pool Entrance	20.00	25.00	\$ 20.00	\$ 25.00
<i>Weslaco parks rentals:</i>	<i>Resident</i>	<i>Nonresident</i>	<i>Resident</i>	<i>Nonresident</i>
Pavilions with electricity	50.00	65.00	\$ 50.00	\$ 65.00
Shelters without electricity	30.00	35.00	\$ 30.00	\$ 35.00
Picnic areas no shelter/electricity	20.00	30.00	\$ 20.00	\$ 30.00
Athletic fields without lights	75.00	90.00	\$ 75.00	\$ 90.00
Athletic field with lights	100.00	135.00	\$ 100.00	\$ 135.00
Concession stand	60.00	75.00	\$ 60.00	\$ 75.00
Baseball/Softball field marking per field	15.00	20.00	\$ 15.00	\$ 20.00
Soccer/Football fields w/lights (practice only) 2 hours	35.00	45.00	\$ 35.00	\$ 45.00
Softball/Baseball w/lights (practice only) 2 hours	25.00	40.00	\$ 25.00	\$ 40.00
Soccer/Football fields no lights (practice only) 2 hours	20.00	40.00	\$ 20.00	\$ 40.00
Soccer/Football fields no lights for games	150.00	200.00	\$ 150.00	\$ 200.00
Soccer Field Rental Marking fee per field	100.00	150.00	\$ 100.00	\$ 150.00
Football Field Rental Marking fee per field	150.00	200.00	\$ 150.00	\$ 200.00
Open Space at Pablo G. Peña Park	100.00	150.00	\$ 100.00	\$ 150.00
Open Space at Isaac Rodriguez Park	100.00	150.00	\$ 100.00	\$ 150.00
Open Space at Harlon Block Park	100.00	150.00	\$ 100.00	\$ 150.00
Host 5k at Harlon Block Park	100.00	150.00	\$ 100.00	\$ 150.00
<i>Cemetery:</i>	<i>Resident</i>	<i>Nonresident</i>	<i>Resident</i>	<i>Nonresident</i>
Plots	1,000.00	1,500.00	\$ 1,000.00	\$ 1,500.00
Recording fees	95.00	95.00	\$ 95.00	\$ 95.00
Opening/closing (8:00 a.m.—3:00 p.m.)	400.00	500.00	\$ 400.00	\$ 500.00
(after 4:00 p.m. on weekends)	600.00	700.00	\$ 600.00	\$ 700.00
(holidays)	600.00	700.00	\$ 600.00	\$ 700.00
Headstone—Single	40.00	60.00	\$ 40.00	\$ 60.00
Headstone—Double	60.00	80.00	\$ 60.00	\$ 80.00
Cremation	200.00	250.00	\$ 200.00	\$ 250.00
<i>Planning and Zoning:</i>				
Processing Fee (tech) for Building Permits, Planning Applications & Health Permits	\$0.00		\$	5.00
Taxicab application each driver	25.00		\$	25.00
1st Taxicab license	100.00		\$	100.00
Each additional taxicab License	50.00		\$	50.00
<i>Game permit:</i>				
Coin-operated machine permit, per machine, per year	15.00		\$	15.00
Premises license, yearly	50.00		\$	50.00

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
Subdivision platting	350.00 + one percent inspection fee	\$350.00 + (2%) two percent inspection fee, (3%) three percent marterial testing
Subdivision review	0.00	\$ 50.00
Park Fees	0.00	\$400.00 per residential lot \$250.00 per apartment unit
Subdivision variance fee	250.00	\$50.00 per variance
Conditional use permit	250.00	\$ 300.00
Rezoning	250.00	\$ 300.00
Board of adjustments	250.00	\$250 + \$20.00 for each additional
Food service establishment permit	150.00	\$ 150.00
Seafood markets	150.00	\$ 150.00
Meat markets	150.00	\$ 150.00
Meat Packers	150.00	\$ 150.00
Tortillerias	150.00	\$ 150.00
Bakeries	150.00	\$ 150.00
Special events	100.00	\$ 100.00
Beer and wine on premises (BG)	87.50	\$ 87.50
Beer and wine off premises (BQ)	30.00	\$ 30.00
Liquor store (package store) (P)	250.00	\$ 250.00
Liquor mixed beverage (lounge) (MB) at 3rd year	375.00	\$ 375.00
Cleaning of vacant lots	1.50 per front of lot	\$0.0125 cents per square foot
Tree trimming	50.00 per home	\$50.00 per home
<i>Building permit fee schedule:</i>		
Residential construction fees minimum fee based on Total Valuation		
\$1000.00 and less		\$ 15.00
\$1001.00 to 50,000.00		\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand of fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00		\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand of fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00		\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thosudand of fraction thereof, to and including \$500,000.00
\$500,001.00 and up		\$,1660.00 for the first \$500,000.00 plus \$2.00 for each additional thosudand of fraction thereof
Facility Inspection	0.00	\$ 25.00
<i>Demolition fees:</i>		
Commercial	100.00	\$ 100.00
Residential	50.00	\$ 50.00
Accessory structures	15.00	\$ 15.00
<i>Moving:</i>		
Residential compliance inspection	50.00	\$ 100.00
Commercial compliance inspection	100.00	\$ 100.00
<i>Special event permit:</i>		
Type I or Type II	50.00	\$ 50.00
<i>Electric permit fees:</i>		
Electrical permit	50.00	\$ 50.00

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
Electrical service re-connect fee	30.00	\$ 30.00
New Service	20.00	\$ 20.00
Temporary Service Pole	10.00	\$ 10.00
Temporary Working Clearance	25.00	\$ 25.00
Upgrade Service	10.00	\$ 10.00
First 42 Circuits	\$1.00 each	\$1.00 each
Next 42 Circuits	\$0.50 each	\$0.50 each
All Circuits above 84	\$0.25 each	\$0.25 each
Generator	100.00	\$ 100.00
<i>Plumbing, fuel/gas permit fees:</i>		
Plumbing, fuel/gas permit	52.00	\$ 50.00
Small fixtures (bathtub, drinking fountain, floor sink, floor drain, sink, lavatory, shower, urinal back-flow device assembly, water heater, water treatment, water closet, etc.)	3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)	\$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)
Large fixtures (grease trap, waste interceptor, sewer line, water line, gas line, etc.)	Water heater\$ 20.00	Water heater\$ 20.00
	Sewer connection\$100.00	Sewer connection\$100.00
	Water piping\$ 20.00	Water piping\$ 20.00
	Gas test\$ 50.00	Gas test\$ 50.00
	Sewer tap\$100.00	Sewer tap\$100.00
	Sprinkler system\$ 30.00	Sprinkler system\$ 30.00
	Water meter permit fee..\$ 15.00	Water meter permit fee\$ 15.00
	Grease trap\$100.00	Grease trap\$100.00
<i>Mechanical permit fees:</i>		
Mechanical permit	50.00	\$ 50.00
Heating & cooling	10.00 for the first \$1,000.00 & \$10.00 for each additional	\$10.00 for the first \$1,000.00 & \$2.00 for each additional \$1,000.00
<i>Tent permit fees:</i>		
Temporary tents	100.00	\$ 100.00
<i>General fees:</i>		
Re-inspection or failed inspection	45.00	\$ 45.00
<i>Emergency inspections:</i>		
Requested with less than ½ day's notice	27.00	\$ 27.00
Overtime	42.00 per hour	\$42.00 per hour
Inspection requested for after 4:30 p.m. (two-hour minimum plus emergency inspection fee)	80.00 for two hours	\$80.00 for two hours
<i>Penalties, work commencing prior to permit issued:</i>		
First violation	Double permit fee	Double permit fee
Second and subsequent violations	Four times the permit fee	Four times the permit fee
Other violations (ex. No inspection, concealing work, occupancy without a final, license or registration violation, other code violations as adopted. Each fee is per occurrence or incidence, per day until corrected.	Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.	Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.
First violation	200.00	\$ 200.00

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
Second violation	250.00	\$ 250.00
Third violation	500.00	\$ 500.00
Fourth violation	750.00	\$ 750.00
<i>Permit extensions:</i>		
First extension	25.00	\$ 25.00
Subsequent extension	50.00	\$ 50.00
Permit extension prior to permit expiration date	50 percent of permit fee	50% of permit fee
<i>Registration:</i>		
Contractor initial fee	100.00	\$ 100.00
Contractor annual renewal fee	30.00	\$ 30.00
<i>Refunds:</i>		
Refunds must meet the following criteria: 1. No work has started, 2. The permit has not expired, 3. All refunds must be approved by the building official 4. Request must be made in writing.	Refunds are refunded at 90 percent of original permit fee less 25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.	Refunds are refunded at 90 percent of original permit fee less \$25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.
City registration	10.00	\$ 10.00
Delicatessen	150.00	\$ 150.00
Food handlers	10.00	\$ 10.00
Food manager's license	15.00	\$ 15.00
Fruit and vegetable	100.00	\$ 100.00
Garage sale permit	10.00	\$ 10.00
Health permit	100.00	\$ 100.00
Heimlich poster	5.00	\$ 5.00
Produce	75.00	\$ 75.00
Public cafeteria	150.00	\$ 150.00
Reinspection fee	25.00	\$ 25.00
Retail food establishment	150.00	\$ 150.00
Temporary permit	20.00	\$20.00 per day
Vendor application fee	75.00	\$ 75.00
<i>Police:</i>		
Fingerprints	20.00	\$ 10.00
Wrecker permits, annually	15.00	\$ 15.00
Funeral escort	150.00	\$ 150.00
Bank escort	50.00	\$ 50.00
Alarm permits (annual)	25.00	\$ 25.00
Accident report	6.00	\$ 6.00
Local police background check	5.00	\$ 10.00
Certified copy	0.00	\$ 2.00
<i>Public Works:</i>		
Urban development		
Traffic safety signs:		
30 inches, stop with post	200.00	\$ 200.00
24 inches, stop with post	175.00	\$ 175.00
9 × 30 extruded street name with post	200.00	\$ 200.00
9 × 24 extruded street name with post	175.00	\$ 175.00
9 × 18 extruded street name with post	175.00	\$ 175.00
Fire hydrants, blue payment marker	75.00	\$ 75.00
24" × 30" speed limit sign with post	175.00	\$ 175.00
18" × 24" "We Love Our Children" sign with post	175.00	\$ 175.00

CITY OF WESLACO
Master Fee Schedule - As of 10/01/16

Department	Current Fees	PROPOSED FEES
Public Utilities:		
Reconnection Fee	15.00	\$ 15.00
Meter Tested	1 free/year; \$10.00 each	1 free/year; \$10.00 each thereafter
Re-read	10.00 3rd request	\$10.00 3rd request
Profile	0.10 per page	\$0.10 per page
After Hours	10.00	\$ 10.00
Information Technologies		
Badge Replacement	7.00	\$ 7.00
Human Resources		
Safety and Accident Prevention Manual (Lost/Stolen/Damage)	20.00	\$ 20.00
Airport		
<i>Oil</i>		
Aeroshell W/100 Ashless		\$ 9.00
Castrol Aviator AD100 Ashless		\$ 9.00
<i>Airport Access Cards</i>		
Replacement Card		\$ 50.00
<i>Miscellaneous</i>		
Call out fee		\$50.00 first hour/\$30.00 every hour after
Tug		\$ 15.00
GPU/A/C Unit		\$50.00 if less than 150 gallons purchased
Courtesy car		\$35.00 if no fuel is purchased (Customer may use car maximum of two hours in the U.S.)

Master Fee Schedule-EMS

Code ID	Billing Description	HCPCS	Default System ID	Min Qty	Max Qty	Unit Price	As of date	Unit Price Effective date 8-7-16
BAND	BANDAGING & SUPPLIES	A0382	Extra Charges	1	1	20.00		\$ 20.00
BLSR	BLS Supplies - Routine Disp	A0382	Extra Charges	0	20	20.30		\$ 30.00
CCOL	C COLLAR	A0382	Miscellaneous Services	1	99	10.00		\$ 10.00
COLD	COLD PACK	A0382	Extra Charges	1	99	10.00		\$ 10.00
HEAD	HEAD BLOCKS	A0382	Miscellaneous Services	1	100	10.00		\$ 10.00
POIS	POISON KIT	A0382	Extra Charges	1	99	10.00		\$ 16.00
SUCT	SUCTION SUPPLIES, procedure	A0382	Extra Charges	1	99	15.00		\$ 50.00
BLSD	BLS Supplies - Defib Pads	A0384	Extra Charges	1	99	50.00	11/12/1999	\$ 50.00
ALSD	ALS Supplies - Defib Pads	A0392	Extra Charges	1	1	50.00	11/12/1999	\$ 50.00
ALIA	ALS SUPPLIES - IV ATTEMPTS	A0394	IV Supply Charge	1	3	15.00		\$ 15.00
EKGE	EKG ELECTRODES, DISPOSABLE	A0394	Extra Charges	4	12	5.00		\$ 10.00
IV	ALS Supplies - I V Therapy	A0394	IV Supply Charge	1	4	15.00		\$ 15.00
ALSA	ALS Supplies - Airway Mgmt	A0396	Advanced Airway Charge	1	1	50.00		\$ 75.00
GLOV	Gloves for infection control	A0398	Extra Charges	4	20	2.50		\$ 2.50
MTDR	MULTI TRAUMA DRESSING, DISP	A0398	Extra Charges	1	99	10.00		\$ 10.00
OBST	OBSTETRICAL KIT	A0398	Extra Charges	1	99	20.00		\$ 25.00
SILV	SILVER SWADLER, DISPOSABLE	A0398	Extra Charges	1	99	10.00		\$ 12.00
WAIT	Waiting Time*, PER 1/2HR	A0420	Waiting Time Charge	1	99	40.00	10/1/2004	\$ 50.00
OXYG	ALS/BLS Oxygen & Supplies	A0422	Oxygen Charge	1	1	15.00		\$ 20.00
CPR	Extra Crew, CPR/Intubation	A0424	Extra Attendant Charge	0	99	50.00	10/1/2004	\$ 150.00
EXT2	Extra Crew, 300+ LB Patient	A0424	Extra Attendant Charge	0	99	50.00	10/1/2004	\$ 150.00
EXT3	Extra Crew, Long Stairs	A0424	Extra Attendant Charge	0	99	50.00	10/1/2004	\$ 150.00
EXTU	Extra Crew*, Unspecified	A0424	Extra Attendant Charge	0	99	50.00	10/1/2004	\$ 150.00
INTU	INTUBATION	A0424	Extra Attendant Charge	0	99	50.00	10/1/2004	\$ 75.00
SUC	Suctioning	A0424	Extra Attendant Charge	0	99	50.00	10/1/2004	\$ 75.00
AMIE	ALS Emer Mileage, \$7.50/MI	A0425	Mileage Charge	0.1	100	7.50	11/12/1999	\$ 12.00
AMIN	ALS Non-Emer Mileage, \$7.50/MI	A0425	Mileage Charge	0.1	100	7.50		\$ 12.00
BMIE	BLS Emer Mileage, \$7.50/MI	A0425	Mileage Charge	0.1	100	7.50	11/12/1999	\$ 12.00
BMIN	BLS Non-Emer Mileage, \$7.50/MI	A0425	Mileage Charge	0.1	100	7.50		\$ 12.00
NCAMIE	NON CARE ALS EMER MILEAGE	A0425	Mileage Charge	0.1	100	7.50	11/12/1999	\$ 12.00
NCAMIN	NON CARE ALS NON-EMER MILEAGE	A0425	Mileage Charge	0.1	100	7.50		\$ 12.00
NCBMIE	NON CARE BLS EMER MILEAGE	A0425	Mileage Charge	0.1	100	7.50	11/12/1999	\$ 12.00
NCBMIN	NON CARE BMIN	A0425	Mileage Charge	0.1	100	7.50		\$ 12.00
ALS4	ALS Non-Emer Base Rate	A0426	Base Charge	1	1	500.00	1/1/2007	\$ 850.00
ALSN	ALS Non-Emer Base Rate W/Spec	A0426	Base Charge	1	1	500.00	10/1/2004	\$ 850.00
ALS1	ALS Emer Base Rate W/Spec	A0427	Base Charge	1	1	500.00	10/1/2004	\$ 850.00
BLSN	BLS Non-Emer Base Rate	A0428	Base Charge	0	1	500.00	1/1/2007	\$ 650.00
BLS1	BLS Emer Base Rate	A0429	Base Charge	0	1	500.00	10/1/2004	\$ 650.00
blsm	BLS MEDICAID	A0429	Base Charge	0	0	300.00	9/1/2004	\$ 650.00
ALS2	ALS Emer Base Rate	A0433	Base Charge	1	1	500.00	10/1/2004	\$ 1,050.00
ENON	Non-Covered Emer Mileage	A0888	Mileage Charge	0	99	7.50		\$ 12.00
NNON	Non-Covered Non-Emer Mileage	A0888	Mileage Charge	0	99	-		\$ 12.00
NOTR	NO TRANSPORT/TREATMENT	A0998	Miscellaneous Services	0	100	50.00	10/1/2004	\$ 50.00
AMMO	AMMONIA INHALENT	A0999	Extra Charges	1	99	3.00		\$ 3.00
DISP	UNUSUAL DISPOSABLE*	A0999	Miscellaneous Services	0	99	-		\$ 20.00
EML	EMERGENCY MED LIEN	A0999	Miscellaneous Services	0	0	50.00	1/1/2005	\$ 50.00
MASK	MASKS FOR INFECTION CONTROL	A0999	Extra Charges	1	99	15.00		\$ 20.00
MONI	ALS CARDIAC EKG MONITORING	A0999	Miscellaneous Services	1	1	50.00	10/1/2004	\$ 150.00
SPIN	Spinal Immobilization	A0999	Miscellaneous Services	1	99	50.00		\$ 50.00
SPLI	ALS/BLS SPLINTING	A0999	Miscellaneous Services	1	99	20.00		\$ 20.00
TRAC	ALS/BLS TRACTION SPLINT	A0999	Miscellaneous Services	1	99	10.00		\$ 20.00
ADEN	Adenosine, 6mg	J0153	Miscellaneous Medication	0	100	35.00	11/12/1999	\$ 40.00
EPIN	Epinephrine, 1ml	J0171	Miscellaneous Medication	1	100	7.00	11/12/1999	\$ 10.00
EPIN2	DRUG-Epinephrine 1:10000	J0171	Miscellaneous Medication	1	100	7.00	11/12/1999	\$ 15.00
CORD	CORDARONE	J0282	Miscellaneous Medication	1	100	159.00		\$ 50.00
ANEC	DRUG-ANECTINE INJ VIAL	J0330	Miscellaneous Medication	1	100	1.80		\$ 50.00
ATRO	ATROPINE SULFATE 1 MG	J0461	Miscellaneous Medication	1	99	10.00	11/12/1999	\$ 20.00
CAL.GLUC	DRUG-CALCIUM GLUCONATE	J0610	Miscellaneous Medication	0	0	1.30		\$ 20.00
BENA	Benadryl, 50mg	J1200	Miscellaneous Medication	0	99	7.00	11/12/1999	\$ 10.00
DIPHEN	DIPHENHYDRAMINE	J1200	Miscellaneous Medication	0	99	7.00	11/12/1999	\$ 10.00
FURO	Furosemide, 20mg	J1940	Miscellaneous Medication	0	99	3.00	11/12/1999	\$ 20.00
LIDO	Lidocaine HCL, 2%	J2001	Miscellaneous Medication	0	99	15.00	11/12/1999	\$ 15.00
SOLM	SOLU-MEDROL 1000MG	J2250	Miscellaneous Medication	0	0	20.96		\$ 75.00
VERSED	VERSED 5MG/2ML	J2250	Miscellaneous Medication	1	100	10.00		\$ 10.00

Master Fee Schedule-EMS

Code ID	Billing Description	HCPCS	Default System ID	Min Qty	Max Qty	Unit Price	As of date	Unit Price Effective date 8-7-16
MORP	Morphine Sulfate, 10mg	J2270	Miscellaneous Medication	0	99	10.00	11/12/1999	\$ 10.00
NALX	NALOXONE HCL, 1mg, IV	J2310	Miscellaneous Medication	2	99	7.50		\$ 75.00
PROM	Promethazine HCL, 25MG/ML	J2550	Miscellaneous Medication	1	99	2.49		\$ 10.00
DIAZ	Diazepam, 10mg	J3360	Miscellaneous Medication	0	99	5.00	11/12/1999	\$ 50.00
VALM	Valium, 10MG/2ML	J3360	Miscellaneous Medication	0	99	5.00		\$ 50.00
ACTC	ACTIVATED CHARCOAL, 20cc, PO	J3490	Miscellaneous Medication	4	99	3.75		\$ 16.00
ALBU	ALBUTEROL SULFATE .5%	J3490	Miscellaneous Medication	1	99	1.00	11/12/1999	\$ 3.00
ASPI	ASPIRIN 325 MG PO	J3490	Miscellaneous Medication	1	99	1.00	11/12/1999	\$ 2.50
D50W	D50W, 50cc, IV	J3490	Miscellaneous Medication	1	99	17.00		\$ 20.00
	D25W, 10cc IV	J3490		1		8.00		\$ 15.00
DILT	DRUGSDILTIAZEM 25MG (CARDIZEM)	J3490	Miscellaneous Medication	1	100	4.30		\$ 5.00
DOPA	DOPAMINE 40mg IV	J3490	Miscellaneous Medication	1	99	35.00	11/12/1999	\$ 35.00
GLUC	INSTAGLUCOSE 31MG PO	J3490	Miscellaneous Medication	1	99	7.50		\$ 10.00
LIDODRIP	Lidocaine 2G Drip	J3490	Miscellaneous Medication	1	99	35.00	11/12/1999	\$ 35.00
NITR	Nitroglycerin, .4mg, SL	J3490	Miscellaneous Medication	1	99	4.00	11/12/1999	\$ 5.00
NORC	NORCURON 10MG/VIAL	J3490	Miscellaneous Medication	1	100	23.93		\$ 24.00
ROCU	DRUG- ROCURONIUM BROMIDE	J3490	Miscellaneous Medication	1	100	23.93		\$ 24.00
SH20	STERILE H20/SALINE, 2500ml	J3490	Miscellaneous Medication	1	99	15.00		\$ 15.00
SOBI	SODIUM BICARBONATE 50MEQ	J3490	Miscellaneous Medication	1	99	3.00	11/12/1999	\$ 20.00
THIA	THIAMINE, 100mg, IV	J3490	Miscellaneous Medication	1	99	15.00		\$ 15.00
TYLE	TYLENOL CHILDREN PO	J3490	Miscellaneous Medication	1	99	1.00	11/12/1999	\$ 2.50
VERA	DRUG-VERAPAMIL	J3490	Miscellaneous Medication	0	0	5.00		\$ 30.00
SAL1	NORMAL SALINE, 500cc	J7040	IV Supply Charge	1	99	10.00		\$ 10.00
SAL4	STERILE SALINE / FLUSH, 5 cc	J7051	Miscellaneous Medication	1	99	1.00		\$ 1.00
D5W2	D5W, 500cc	J7060	Miscellaneous Medication	1	99	10.00		\$ 15.00
RING	RINGERS LACTATE, 1000cc	J7120	IV Supply Charge	1	99	10.00		\$ 10.00
	EMS / Medical Records			1	1	-		\$ 25.00
	<i>Reductions:</i>							
	<i>Reductions of up to 10% may be provided for prompt payment or for payors in collection with approval by EMS Coordinator and Finance Director</i>							

NSF Returned Check Fee - See Finance Section

ORDINANCE 2016-36

AN ORDINANCE AMENDING ORDINANCE 2013-07, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. APPROVAL. Ordinance 2013-07 passed and approved on July 2, 2013 as “The Master Fee Schedule Ordinance” and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

The fee schedule attached as an Exhibit to this Ordinance is hereby adopted as if fully forth herein. The City Commission may hereafter amend or replace this fee schedule at anytime.

SECTION 2. All other provisions of Ordinance 2013-07 shall remain in full force and effect.

SECTION 3. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of September, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of October, 2016.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-381	
From: David Arce			
Subject: Approval of the renewal of a Public Purposes Services Contract with the Boys & Girls Club of Weslaco in an amount not to exceed \$50,000.00 for the public purpose services and activities in this contract, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Recommend Approval			
David Arce		Created/Initiated	
David Arce		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: B&G Club 5 Core Programs, B&GC Exhibit A, 2017 Boys and Girls Club Public Purpose Agreement			
Responsibilities upon Approval:			

Five Service Core Programs

CHARACTER DEVELOPMENT AND LEADERSHIP DEVELOPMENT empower youth to support and influence their Club and Community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and other cultural identities.

Programs include: Teen Supreme Keystone Clubs, Torch Clubs, Youth of the Year, Talking with T.J., Street Smart, SMART Girls, Leadership training for junior staff, voter registration drives, community service project, town hall meetings, youth councils, etc.

EDUCATION AND CAREER DEVELOPMENT enable youth to become proficient in basic educational disciplines, apply learning to everyday situations and embrace technology to optimize employability.

Programs include: Power Hour, Homework help, the Ultimate Journey, tutoring, newspaper Clubs, puzzles, education games (Scrabble, Boggle, Trivial Pursuit, Voyagers, etc.), motivational reading programs, typing skills, Internet exploration, utilizing computer technology to improve the quality of life.

HEALTH AND LIFE SKILLS develop young people's capacity to engage in positive behaviors that nurture their own well being, set personal goals and develop the competencies to live successfully as self sufficient adults.

Programs include: SMART Moves, Broader Horizons, Goals for Growth, youth entrepreneur programs, health and prevention programs, independent living classes.

THE ARTS enable youth to develop their creativity and cultural awareness through knowledge and appreciation to visual and tactile arts and crafts, performing arts and creative writing.

Programs include: Drawing, dance, folk festivals, origami, painting photography, puppetry, sculpture, story telling, and woodworking.

SPORTS, FITNESS AND RECREATION develop fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social and interpersonal skills.

Program includes: Team sports (baseball, basketball, football, soccer, volleyball), individual sports (track & field, tennis, golf, gymnastics, billiards, table tennis, board and table games, martial arts, wrestling), fitness testing aerobics relay races, athletic leagues and tournaments.

EXHIBIT "A"

Statement of Work

The funding of \$ 50,000 will be for paying staff salaries, membership insurance, BGCA Dues, and all equipment necessary to maintain the every day programs of The Boys and Girls Club of Weslaco, INC.

The following services will be performed in the following via the 5 Service Core Programs (see attached for definition of service core program):

1. Provide guidance in behavior and promote health, social education, vocational, and characters development of boys and girls.
2. Provide educational enhancement of computer applications.
3. Provide community- wide programs such as flag football, t-ball, slow pitch, softball, senior and peewee basketball, gymnastics, karate and volleyball.
4. Enhance leadership skill and provide opportunities for planning, decision making and contributing to the club and the community.
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and arithmetic, arts and crafts, outdoor and environmental education, liberal arts and music.
7. Provide preventive programs such as "SMART Moves," which deal with alcohol abuse, drug abuse, pregnancy prevention, violence prevention, gangs and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for community service.

The following services will be maintained as a result of the City fund expenditures:

1. Teen outreach program;
2. Violence prevention programs;
3. on- the Job training program;
4. Promote Membership;
5. Expend the number of members participating daily;
6. Help at risk youth realize their potential growth and development; and
7. Extend our service to teens.

The following type of beneficiaries will be served:

1. At risk youth 6-18 years of age; and
2. Low income children.

The services will be provided at the following address/ location(s):

Mayor Pablo G. Pena City Park, at 300 N Airport Dr., 78596

STATE OF TEXAS § PUBLIC PURPOSE SERVICES CONTRACT
COUNTY OF HIDALGO § BETWEEN THE CITY OF WESLACO AND THE
CITY OF WESLACO § BOYS AND GIRLS CLUB OF WESLACO

This Contract is entered into on this the 1ST day of October 2016 , by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Boys and Girls Club of Weslaco, Inc. (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City desires to negotiate with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it is to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II.
RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and the progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in

this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2016 and ends September 30, 2017.

SECTION VII.

PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Fifty Thousand and 00/100 Dollars (\$50,000.00) in twelve (12) equally monthly installments of Four Thousand One Hundred and 66/100 Dollars (\$4,166.66) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within twenty-one (21) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of boys and girls served and the activities engaged in that are contracted for in this contract.

SECTION VIII. AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX. DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X. VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI. NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this

Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CONTRACTOR

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

BOYS' AND GIRLS' CLUB OF
WESLACO
300 N. Airport Drive Suite A
Weslaco, TX 78596
Attn.: Executive Director

SECTION XII. PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII. LEGAL CONSTRUCTION

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

SECTION XIV. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV. WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI. ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot

be changed except by express written agreement. The Contract document so enumerated is:

Statement of Work, EXHIBIT "A"

Attachment, Definition of FIVE SERVICE CORE PROGRAM

SECTION XVII.
LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of this the ____ day of _____, 2016

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan Gonzalez, **CITY ATTORNEY**

BOYS' AND GIRLS' CLUB OF WESLACO

Mary Lopez, **CHIEF PROFESSIONAL
OFFICER (EXECUTIVE DIRECTOR)**



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-467	
From: David Arce			
Subject: Authorization of a renewal of a Public Purpose Service Contract with the Weslaco Bicultural Museum d.b.a Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$63,100.00 effective October 1, 2016 through September 30, 2017 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce		Created/Initiated	
David Arce		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: 2017 Public Purpose-Museum			
Responsibilities upon Approval:			

THE STATE OF TEXAS	§	PUBLIC PURPOSE SERVICES
	§	CONTRACT BETWEEN THE CITY
CITY OF WESLACO	§	OF WESLACO AND THE WESLACO
	§	BICULTURAL MUSEUM d.b.a.
COUNTY OF HIDALGO	§	WESLACO MUSEUM OF LOCAL
	§	HISTORY AND CULTURAL ART

This Contract is entered into on this the ____ day of October 2016, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Weslaco Bicultural Museum d.b.a. Weslaco Museum of Local History and Cultural Art (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City has negotiated with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it is to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II. RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and the progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2016 and ends September 30, 2017.

SECTION VII. PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Fifty Thousand and 00/100 Dollars (\$63,100.00) in twelve (12) equally monthly installments of Five Thousand Two Hundred Fifty-Eight and 33/100 Dollars (\$5,258.33) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within twenty-one (21) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of visitors and the activities engaged in that are contracted for in this contract.

SECTION VIII. AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX. DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought

by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X. VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

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All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn. City Manager

CONTRACTOR

WESLACO MUSEUM OF LOCAL HISTORY
AND CULTURAL ART
500 S. Texas Avenue
Weslaco, TX 78596
Attn. Executive Director

SECTION XII. PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions thereof and this Contract shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained herein.

SECTION XIV. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV. WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI. ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

- (1) Activities and Public Purpose Services (Exhibit "A")
- (2) Intent of Public Purpose Activities (Exhibit "B")

SECTION XVII. LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract.

Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2)

conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

WESLACO MUSEUM

By: _____
(Executive Director)

Approved as to form:

Juan Gonzalez, City Attorney

Exhibit "A"

ACTIVITIES AND PUBLIC PURPOSE SERVICES

Contractor will, for the public funds it is receiving from City, operate and maintain a building facility that will house historical information on Weslaco, works of art such as paintings, displays, present cultural programs to citizens of Weslaco and to the general public.

Exhibit "B"

INTENT OF PUBLIC PURPOSE ACTIVITIES

The City of Weslaco desires that Contractor provide exhibits to citizens of the City of Weslaco that will benefit and assist them in developing an appreciation to cultural arts.



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-469	
From: David Arce			
Subject: Approval of the request from H-E-B to place banner promoting Feast of Sharing at intersection of Texas and Pike Boulevards up to 3 weeks before the event on December 10, 2016, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Parks and Recreation Department)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: HEB FEAST OF SHARING SIGN APPROVAL			
Responsibilities upon Approval:			

Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: 10-5-2016

To the Texas Department of Transportation (TxDOT)
c/o Area Engineer _____, Texas

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant City of Weslaco proposes to place a
sign within the right of way of Highway Texas Blvd (FM88) Location 811 N. Texas Blvd
Weslaco

Texas in Hidalgo County, Texas.

☐ Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed _____ feet from the roadway and will have
the following characteristics:

Mounting Height est. 20 ft bottom of sign Thickness _____

Sign Dimensions (Height, Width, Length) 4' x 50'

Sign Material Nylon

Sign Support Dimensions Poles with existing cables for previous sign approval.

Sign Support Material _____

Proposed Text HEB FEAST OF SHARING

Background Color white Legend Color _____

The right of way will be used **FROM DATE** November 21, 2016 **TO DATE** Decemeber 12, 2016
(maximum of 60 days) and the nature of the event is HEB Feast of Sharing

The sponsor of the event, if applicable, is City of Weslaco and HEB

I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this event.

I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and
the State of Texas harmless.

I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions
or restrictions required by TxDOT to protect natural and cultural resources of the right of way.

If this event causes hazardous traffic conditions to develop, I will cease the activity until corrective measures have
been implemented.

It is expressly understood that TxDOT reserves the right to enforce the terms and conditions that it may deem
necessary for the protection of the transportation facility and safety of the traveling public.

By signing below, I agree to the conditions/provisions included in this application. I am authorized to sign on the
behalf of the organization holding the event.

City of Weslaco
Applicant
David Suarez
By
Mayor
Title

Signature

255 S. Kansas Ave.
Mailing Address
PO BOX 1717

Weslaco TX 78596
City, State Zip
(956) 968 - 3181
Area Code Telephone Number

Approval

Name of Applicant	
Control Number	Section
Highway Number	County
Start Date of Agreement	Termination Date of Agreement

Signs must be constructed of heavy cardboard, plastic, fabric mesh or plywood, no thicker than ¼ inch.

An approved sign must not:

- exceed 16 square feet in placed on the roadside to inform the traveling public;
- exceed four square feet if used to guide participants in a bicycle or pedestrian event;
- extend more than three feet beyond the pavement edge if the sign is a banner; or
- imitate or resemble any official traffic sign, signal, or device.

An approved sign may not be placed:

- in a location where it may prevent the driver of a vehicle from having a clear and unobstructed view of official signs and approaching or merging traffic;
- on any highway appurtenances, including, but not limited to bridges, traffic control devices, official signs, sign supports, and light standards, poles, and delineators;
- on a tree or other natural feature;
- less than 18 ½ feet (clear) above the pavement if the sign is a banner placed over the pavement; or
- closer to the pavement edge than official highway signs, except for those signs used to guide participants in a bicycle or and pedestrian event.

TxDOT reserves the right to remove a sign if it becomes a hazard due to inclement weather, inadequate maintenance, accidental damage, or other hazardous cause. A sign approved for temporary use may not be erected more than 24 hours prior to the event. However, if the sign is a banner it may be installed no more than 30 days prior to the event.

It is understood that a sign must be removed within 24 hours of the completion of the event; except banners shall be removed within seven days of the completion of the event. A special event sign not removed within the allotted time is subject to removal by TxDOT and the applicant is liable for removal and disposal costs.

It is expressly understood that TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway. In the event the party fails to comply with any or all of the requirements as set forth herein, the approval may be revoked and TxDOT may take appropriate action.

Valente Olivarez	TEXAS DEPARTMENT OF TRANSPORTATION		
Name of TxDOT Representative	Address		
PHARR AREA ENGINEER	P.O. BOX 1717		
Title	PHARR	TX	78577
Signature, TxDOT Representative	City,	State	Zip
	(956)	702 - 6250	
Date of Final Approval	Area Code	Telephone Number	

Supplemental Sheet

Application for Permit Use of State of Texas

Right of way for Temporary Signs

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:

Mounting Height _____ Thickness _____

Sign Dimensions (Height, Width, Length) _____

Sign Material _____

Sign Support Dimensions _____

Sign Support Material _____

Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:

Mounting Height _____ Thickness _____

Sign Dimensions (Height, Width, Length) _____

Sign Material _____

Sign Support Dimensions _____

Sign Support Material _____

Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:

Mounting Height _____ Thickness _____

Sign Dimensions (Height, Width, Length) _____

Sign Material _____

Sign Support Dimensions _____

Sign Support Material _____

Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:

Mounting Height _____ Thickness _____

Sign Dimensions (Height, Width, Length) _____

Sign Material _____

Sign Support Dimensions _____

Sign Support Material _____

Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:

Mounting Height _____ Thickness _____

Sign Dimensions (Height, Width, Length) _____

Sign Material _____

Sign Support Dimensions _____

Sign Support Material _____

Proposed Text _____

Background Color _____ Legend Color _____



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-468	
From: David Arce			
Subject: Approval of the annual request to host the 2016 Mid-Valley Christmas Lighted Parade on Saturday, December 10, 2016 along with Santa Dash fun run hosted by Mid-Valley Events from 4:00 p.m.–9:00 p.m. on Texas Boulevard from Pike Boulevard to Sixth Street, and approve the use of City Hall parking lot to host music event after the parade, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. (Staffed by Parks and Recreation Department)			
Background: Santa Dash Fun Run will be put on by Mid Valley Events.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-441	
From: David Arce			
Subject: Authorization to solicit Requests for Proposals (RFP) for Fireworks Display for 4th of July Celebration at Harlon Block Park on Tuesday, July 4, 2017, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Karen Perez		Created/Initiated	
David Arce		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: 2017 FIREWORK RFP			
Responsibilities upon Approval:			

Request for Proposal

Fireworks Display – City of Weslaco

I. GENERAL INFORMATION

A. OBJECTIVE

The purpose of the Request for Proposal (RFP) is to obtain quotes for providing a fireworks display at the Fourth of July Celebration to be held on Tuesday, July 4, 2017, to commence at 9:15 pm.

B. ISSUING OFFICE

The RFP is issued by the CITY OF WESLACO

C. CONTRACT ADMINISTRATOR

All communications concerning this RFP should be directed to:

Homer Rhodes, Purchasing

City of Weslaco

255 S. Kansas Ave.

Weslaco, TX 78596

Phone # (956) 968-3181

D. INCURRING COSTS

The CITY is not liable for any cost incurred by the prospective firms prior to the signing of the contract.

E. PROPOSALS

To be considered, each firm must submit a complete response to this RFP, addressing the specifications provided in Section III. The proposal must be signed by an official authorized to bind the submitter to its provisions. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least ninety (90) days from the due date for this proposal.

F. ACCEPTANCE OF THE PROPOSAL CONTENT

The contents of this proposal will become contractual obligations if a contract ensues. Failure of the selected contractor to accept these obligations may result in cancellation of the award.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated based on a selection process consisting of:

1. Review of the firm's response to the RFP, determining if the proposal meets all criteria for consideration.
2. Relevant experiences, project understanding, project requirements, strength of the proposal, proposed fees, contributions and event display.

H. PROPOSAL RECEIPT

Proposals must arrive in hard copy format (two copies) before noon (3:00 p.m.), **October 25, 2016**. The Proposals must be submitted to:

Homer Rhodes, Purchasing

City of Weslaco

255 S. Kansas Ave

Weslaco, TX 78596

I. RIGHT TO REJECT BIDS

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects by the City's judgment.

In determination of award, the qualifications of the proposal submitter, and the conformity with the specifications of services to be supplied, the evaluated bid, supplier's experience and references as well as the City's direct experience with the supplier will be considered

J. COST LIABILITY

The City assumes no responsibility or liability for costs incurred by the firms prior to the signing of this agreement. Total liability of the City is limited to the terms and conditions of this agreement.

K. OWNER

The City owns and operates the park and areas surrounding where the display will be viewed. The display will be staged on public property. The contractor shall confine their operation, at all times staying within the limits of the property, as determined by the City Fire Department. Any repairs or restorations required on or outside the property limits due to the Contractor's carelessness shall be repaired by the Contractor at their expense.

L. AWARD OF CONTRACT

The City will award one contract to the selected vendor submitting the quote which meets the performance and required criteria as set forth by this set of specifications.

M. TAXES

The contractor shall pay all sales, consumer, use and other taxes required to be paid by them in accordance with the law of the place where the work is to be performed.

O. BARRICADES AND FENCES

The City shall provide and maintain all necessary temporary enclosures and barricades to adequately protect the work and materials from persons not involved with the display. The Contractor will be required to adequately protect product, providing appropriate security in and around the staging area. This may include overnight security if display is canceled and rescheduled for any reason.

P. PROTECTION OF EXISTING FACILITIES

The Contractor shall provide for and be responsible for protection of existing structures, pavements, utilities, fencing, etc. In general: existing materials, surfaces, sod, buildings, etc., to remain which are affected by the display shall be repaired and restored to an original and functional condition.

Q. SHIPMENT OF MATERIALS

Before making any shipment of materials to the site, Contractor shall ascertain whether the site is in a condition to receive the shipment. Where this provision is neglected and material is delivered to the site when the latter is not in condition to

receive it, such materials shall be properly stored elsewhere at the Contractor's expense and adequate insurance coverage provided for off-site storage.

R. STORAGE OF MATERIALS ON OR OFF-SITE

1. Contractor shall provide security and storage as required to protect and preserve all materials stored at the site. Storage of materials is to be confined to areas designated by the City. City will not sign for or be responsible for materials delivered to the site.
2. Contractor will be responsible for the unloading and loading of the equipment and product at the shoot site. In addition, supplier will be responsible for clean-up of all packaging materials/debris from loading/staging location.

S. PRE-EVENT STAGING

Working hours shall be from 8:00 a.m. until 11:00 p.m. beginning July 04, 2017.

T. CLEANUP

All Park areas shall be returned to a condition equal to or better than was in existence at the beginning of the display. All display debris, including packaging and empty shells, shall be removed and disposed of in a manner to meet all state and local requirements.

II. SELECTION PROCESS

If necessary, a pre-contract award interview or informational meeting may be requested by the city.

III. SPECIFICATIONS

- A. Display must be a minimum of 15 minutes in length and not exceed 20 minutes. Cost for the display shall not exceed \$13,000.00.
- B. City will provide all necessary safety zones.
- C. Display should consist of a broad spectrum of product providing a balanced assortment of shells.
- D. Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics.
- E. Shells selected should be of the best quality from a variety of foreign and domestic producers. Display should include a spectrum of styles, patterns and sound effects. Shells shall not exceed 5" in diameter with the majority being 3" and 4" diameter shells.

F. Display should include an opening segment, a main show body with good themes and style and close with a distinct and memorable finale.

G. All shells must be fired with an electronic computer firing system. There should be no large gaps of time between shells, good display pacing, multiple firing, tailed effect and a choreographed control of the display execution.

H. Contractor must comply with the 2012 International Fire Code Chapter 4 Section 403 and Chapter 56 Explosives and Fireworks

I. City of Weslaco Fire Marshal will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.

J. Supplier must agree to be available for display on back-up date (generally the next day). Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics. The specific date will be identified in the Contract for Services.

K. In the event the display is canceled for any reason, contractor is responsible for securing product and equipment in the staging area. Contractor is also responsible for providing security needed for equipment, product and staging area until the display is executed on the back-up date.

L. The City will supply walkie-talkie communication devices the night of the event to allow communication between City and shoot site personnel.

M. City will barricade and determine staging location.

N. Staging area for firing display will be ready for set-up at 8:00 a.m. on the date of the event.

O. Contractor is required to provide security at staging area for equipment and product during pre-event set-up and up through display.

P. Contractor must be federally licensed for pyrotechnic displays.

Q. Contractor must provide at a minimum \$5,000,000.00 general commercial liability insurance policy, with the City and the Event Organizer listed as additional insured.

R. Contractor will be required to attend one pre-event organizational meeting with City staff.

S. Contractor must submit an invoice for fireworks display payment two weeks prior to receiving payment. The payment schedule is determined by the City. Payment of goods and services will follow all state and local guidelines.

T. The City will provide support at the event to include Public Safety personnel.

U. Contractor must help identify and locate any unexploded shells.

V. Contractor must participate with a sweep of the grounds for debris at the conclusion of the event.

W. City will attempt to illuminate the Drop Zone area for the post event sweep for shells and debris.

X. The goal for the contractor selected is to excite the audience with a display full of dynamic energy and enthusiasm.



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-437
From: David Arce		
Subject: Approval to solicit bids for new city vehicles, utility trailers, and tractors for departments that are approved for fiscal year 2017. (Staffed by Parks and Recreation Department.)		
Background: All items requested are budgeted in the fiscal budget. Code Enforcement, Police Dept. Fire Department, Parks, Building Maintenance, Public Works. Specs will as requested by each department.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Karen Perez	Created/Initiated	
David Arce	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Approve		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-466	
From: Arnold Becho			
Subject: Acceptance of a 3D printer and associated equipment and supplies and authorize the Mayor to execute a Memorandum of Understanding with Central Texas Library System. (Staffed by Library Department.)			
Background: Earlier this year the Commission authorized partnership with the Central Texas Library System (CTLS) in the application of a grant that would supply a 3D printer, associated equipment, and supplies. CTLS has since been awarded that grant. At this time the library would like to formally accept the printer, equipment, and supplies. The library would also like to gain authorization to enter into an MOU with CTLS which outlines the responsibilities of each partner as the program is implemented.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	
Mike Perez		Approved	
Jose Peña		Approved	
Arnold Becho		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - 3D Printer MOU with CTLS, List of Equipment and Supplies provided through CTLS-3D printer grant, MOU - CTLS 3D printer grant			
Responsibilities upon Approval:			

The MOU in question will need to be implemented.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Olga M. Noriega, Mayor Pro-Tem, District 3
Leo Muñoz, Commissioner, District 1
Gregory Kerr, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Fidel L. Pena, Commissioner, District 6

Mike Perez, City Manager

September 16, 2016

To: Mike Perez, City Manager; David Suarez, Mayor; Olga M. Noriega, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Gerardo Tafolla, Commissioner; Letty Lopez, Commissioner; Fidel L. Pena, Commissioner
CC: Martin J. Mata, Jose Pena
Fr: Arnoldo Becho, Library Director
Re: Request to authorize the execution of a Memorandum of Understanding with the Central Texas Library System and the acceptance of a 3D printer, associated equipment, and supplies.

Earlier this year the Commission authorized partnership with the Central Texas Library System (CTLS) in the application of a grant that would supply a 3D printer, associated equipment, and supplies. CTLS has since been awarded that grant. At this time the library would like to formally accept the printer, equipment, and supplies. The library would also like to gain authorization to enter into an MOU with CTLS which outlines the responsibilities of each partner as the program is implemented. The library has always looked to be a leader in technology access for the community and the addition of a 3-D printer will allow the library to continue to provide community access to the latest trends and technology.

CTLS is a library advocacy organization. They will continue to handle grant administration and training. There is very little financial obligation within this agreement. The library is only responsible for supplying materials and staffing. Material cost should be similar to that of an inkjet printer and the cost may be recouped by charging a minimal fee to the public (the recommendation is \$0.10 per gram). No additional staff will be needed to implement the program. A complete list of responsibilities is outlined in the MOU.

Library staff strongly supports the request as it provides innovative services at a low cost. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

Supplemental Budget Information
Competitive Grants - Special Projects SFY 2017
3-D Labs @ Your Library

	Unit Price	Quantity / Site	Sites	Ext. Total	Source	Notes	Ordered	Received
PolyPrinter 226 training	\$880	0.14	7		\$880 PolyPrinter	3 half-days	Y	
Fabrication Services Total				\$880		\$125.71 per library		
Contractual Services Total				\$880				
	Unit Price	Quantity / Site	Sites	Ext. Total	Source	Notes		
Instructional books	\$26	13	7	\$2,366	Amazon		Y	
Support Supplies and Materials Total				\$2,366		\$338.00 per library		
Library Materials Total				\$2,366				
Item	Unit Price	Quantity / Site	Sites	Ext. Total	Source	Notes		
Dell Latitude 3550 laptop	\$1,376	1	7	\$9,629	Dell	i7 6xxx CPU, 8GB RAM, 3yr warranty, security cable	Y	
Polyprinter 226	\$3,026	1	7	\$21,180	PolyPrinter	w/ 12 month warranty	Y	
Owner's Kit	\$125	1	7	\$875	PolyPrinter		Y	
Technician's Kit	\$750	0.14	7	\$750	PolyPrinter	housed in Edinburg	Y	
Copernicus 3D Printer Cart Premium	\$443	1	7	\$3,103	School Outfitters		Y	
Fabrication Tools Total				\$35,537		\$5,076.73 per library		
Equipment Total				\$35,537				
	Unit Price	Quantity / Site	Sites	Ext. Total	Source	Notes		
1kg 1.75mm ABS Filament	\$40	5	7	\$1,400	PolyPrinter	assorted colors, \$5 discount with printer	Y	
Replacement nozzles	\$10	3	7	\$210	PolyPrinter		Y	
Fabrication Materials Total				\$1,610		\$230.00 per library		
Consumables Total				\$1,610				
	Unit Price	Quantity / Site	Sites	Ext. Total	Source	Notes		
General Tools 142 6-Inch English and Metric Plastic Dial Caliper	\$24	1	7	\$167	Amazon		Y	
SF 400D 500g x 0.01g Digital Precision Scale	\$24	1	7	\$168	Amazon		Y	
Etekcity Lasergrasp 630 Dual Laser Digital Infrared Thermometer	\$30	0.14	7	\$30	Amazon	housed in Edinburg as part of Tech Kit	Y	
Fiskars Softouch micro-tip pruning snip	\$8	1	7	\$56	Amazon		Y	
Soft toothbrush	\$1	1	7	\$9	Amazon		Y	
First Voice ANSI-25 first aid kit	\$21	1	7	\$146	Amazon	includes burn cream	Y	
Bostik Blu Tack Blu Stick	\$3	1	7	\$18	Amazon		Y	
Wire, stainless steel, half-hard, round, 28 gauge.	\$4	1	7	\$26	Fire Mountain Gems	an 12 feet	Y	
3M medium/coarse sanding sponge	\$2	1	7	\$15	Amazon	3-3/4 x 2-5/8 x 1 inch	Y	
3M medium contour surface sanding sponge	\$6	1	7	\$40	Amazon	4-1/2 x 5-1/2 x 0.1875 inch	Y	
3M fine contour surface sanding sponge	\$3	1	7	\$24	Amazon	4-1/2 x 5-1/2 x 0.1875 inch	Y	
3M super fine contour surface sanding sponge	\$3	1	7	\$23	Amazon	4-1/2 x 5-1/2 x 0.1875 inch	Y	
Katzco 5/32, 3/16, & 7/32 inch chain saw sharpening tool pouch	\$20	1	7	\$140	Amazon		Y	
DampRid refillable moisture absorber	\$2	1	7	\$16	Amazon		Y	
DampRid moisture absorber refill	\$4	1	7	\$27	Amazon		Y	
#2 Phillips screwdriver, 8" shaft	\$8	1	7	\$57	Amazon		Y	
8" adjustable wrench	\$8	1	7	\$57	Amazon		Y	
Dell wireless mouse	\$15	1	7	\$105	Dell		Y	
USB Flash Drive	\$4	1	7	\$27	Amazon		Y	
Targus 16" topload laptop bag	\$45	1	7	\$315	Dell		Y	
Luggage Tags (pack of 5+)	\$1	1	7	\$9	Amazon		Y	
Support Supplies and Materials Total				\$1,475		\$210.75 per library		
Supporting Supplies and Materials Total				\$1,475				
Benefit To Each Library						\$5,981.19		
Making Makers: Kids, Tools, and the Future of Innovation	\$18	1					Y	
How to Make Money With 3D Printing	\$16	1					Y	
3D Modeling and Printing with Tinkercad	\$22	1					Y	
Blender 3D Printing Essentials	\$35	1					Y	
Complete Guide to Blender Graphics	\$66	1					Y	
OpenSCAD for 3D Printing	\$13	1					Y	
LEO the maker prince	\$15	1					Y	
3D CAD with Autodesk 123D	\$16	1					Y	
3D Printing and CNC Fabrication with SketchUp	\$20	1					Y	
Design for 3D Printing	\$17	1					Y	
Maintaining and Troubleshooting Your 3D Printer	\$40	1					Y	
Mastering 3D Printing	\$40	1					Y	
MAKE Magazine - Ultimaker Guide to 3D Printing	\$10	1				Newest edition will be ordered		
Average Book Cost	\$26							
Grand Total to Libraries						\$41,868.33		

**Memorandum of Understanding (MOU) Between
The City of Weslaco and Central Texas Library System, Inc.
Concerning the 3d Labs @ Your Library Grant**

Central Texas Library System, Inc., (CTLIS) and the City of Weslaco, in seeking to provide valuable knowledge to Texas citizens through a high-quality, locally maintained, and accessible 3D printer, agree to the following:

Central Texas Library System, Inc., agrees to:

- A. Provide at no cost one 3D printer along with a laptop to operate it, a wheeled storage cart, at least a 12-month supply of the consumable materials, and the ancillary equipment to operate it.
- B. Provide at no cost training and training materials at least once per month for five months. The training will include
 - 1. technical training on the operation and maintenance of the printer,
 - 2. technical training appropriate for assisting the public with the use of the printer,
 - 3. administrative training on the relevant policies, procedures, and service models, and
 - 4. an assessment of the adequacy of the training materials.
- C. Provide program consultation for 12 months.
- D. Visit every library in the grant at least twice, once at the beginning of the grant and once during the fourth month of training, to answer questions about the grant and assist as needed.
- E. Apply information gained to further refine training materials, installation processes and communication with libraries.
- F. Perform the administrative duties associated with the grant.

The City of Weslaco agrees to:

- A. Send at least one library staff member to the administrative training.
- B. Send at least two people to each of the four technical trainings. At least one of people attending the technical training must be a library employee. The additional people attending may be from any city department, including the library, or a library volunteer who has committed in writing to help the library deliver its 3D printing service.
- C. Provide input to CTLIS for improvements to the training, equipment and materials delivered, project processes, communication of project activities, and other feedback as appropriate.
- D. Provide staff or volunteer time for an average of two hours per week to learn the technology.
- E. Use a provided form to report any 3D printing training delivered by the library.
- F. Use a provided form to report the public's use of the 3D printer.
- G. Deliver to CTLIS a copy of any public responses using a provided survey.
- H. Deliver to CTLIS a copy of any publicity related to the library's 3D printer including news reports, social media, and city announcements.
- I. Participate in a showcase to be scheduled in the spring of 2017. Participation consists of, at a minimum, manning a table at the showcase to publicly display how the 3D printer is being used in Weslaco.

The term of this MOU is September 1, 2016 through August 31, 2017.

City of Weslaco Representative

Date

Central Texas Library System Representative

Date



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-471	
From: Mardoqueo Hinojosa			
Subject: Approval of the renewal of membership in the Lower Rio Grande Valley Texas Pollutant Elimination System Storm Water Task Force participating in the Texas Commission on Environmental Quality Non-point Source Program and authorize the Mayor to execute an interlocal agreement with the University of Texas Rio Grande Valley and any other related documents. (Staffed by Planning and Code Enforcement Department.) Attachment			
Background: This is a yearly renewal for the Stormwater task force for compliance with TCEQ regulations for non-point source program. Previous agreements were executed with Texas A&M University- Kingsville (TAMUK). TAMUK is allowing UTRGV to continue with the program.			
Funding Source (budget code, if applicable): General Fund			
Amount: \$15,876.00	Term of Impact: 1	Identified in Current Budget: Y	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: Yearly renewal.			
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Estuary Initiative, Agreement			
Responsibilities upon Approval: Staff will continue to participate in program and keep city in compliance with TCEQ			

regulations.

Estuary Program for the Lower Laguna Madre of South Texas

Description: Cameron County, Texas, has partnered with The University of Texas Rio Grande Valley (UTRGV) to propose the establishment of the Lower Laguna Madre Estuary Program (LMEP) in an effort to improve the protection and restoration of coastal water resources which includes establishing a region wide initiative in South Texas. The National Estuary Program (NEP) was established under the 1987 Clean Water Act (CWA) Amendments as a U.S. Environmental Protection Agency (EPA) program to "restore and maintain the chemical, physical, and biological integrity of the estuary, including restoration and maintenance of water quality, a balanced indigenous population of shellfish, fish, and wildlife, and recreational activities in the estuary, and assure that the designated uses of the estuary are protected." The NEP is comprised of a network of 28 voluntary place-based organizations across the nation that model ecosystem based management. An "estuary of national significance" is an estuary whose estuarine waters, natural ecosystems, and economic activities were deemed by Congress to be critical to the environmental health and economic well-being of the nation. Some estuaries were designated "estuaries of national significance" in CWA Section 320 language. Other estuaries are selected for inclusion in the NEP through a nomination process, with nominations submitted to EPA by the Governor of a state where the estuary is located. The last estuary designation was made in 1995 when EPA's Congressional appropriation provided funding for support. Still other estuary programs are established locally through local initiatives. On April 10, 2015, Cameron County passed a resolution establishing the Laguna Madre Estuary Program.

Relevance and Background: NEPs are eligible for federal appropriations under Section 320 of the Clean Water Act and many other federal programs. According to the EPA, National Estuaries have attracted over \$7.5 billion in federal and non-federal funding resources since 2003 (Coastal Texas 2020). The EPA and the TCEQ have respectively labeled Gulf of Mexico Estuary programs and the Bahia Grande Coastal Corridor as high priority regions (TCEQ 2014, EPA 2014). The LMEP will include a region that encompasses Cameron, Hidalgo, Willacy, Starr, Brooks and Kenedy Counties. The establishment of the LMEP will position Texas to have three (3) estuary projects eligible for RESTORE funding, and will position South Texas to become eligible for other types of funding opportunities. The proposed LMEP will enhance ecosystem services such as improved water quality in streams and estuaries, flood mitigation, improved public health through management of bacterial impairments, and others. An important benefit arising from a thriving LMEP can be well-planned coastal and inland economic growth through regional planning. This aspect of a successful LMEP has the potential for sustainable job growth for economically disadvantaged South Texas. For these reasons, Cameron County and UTRGV propose to establish the LMEP in Texas through legislative action, gubernatorial action or local grassroots efforts. Local planning will necessitate buy-in and commitments from urban, agricultural, private-sector, non-profit, environmental, higher education and various other types of industry stakeholders.

Reference

Baker, Toby, “Bahia Grande Coastal Corridor Project” Project application submitted to the Gulf Coast Restoration Council by the TCEQ, RESTORE, November 2014

Bowie, John, “Gulf Coast Estuary Program”, Project application submitted to the Gulf Coast Restoration Council by the U.S. EPA, RESTORE, November 2014

Coastal Texas 2020, Texas General Land Office, Austin, TX, Fall 2005.

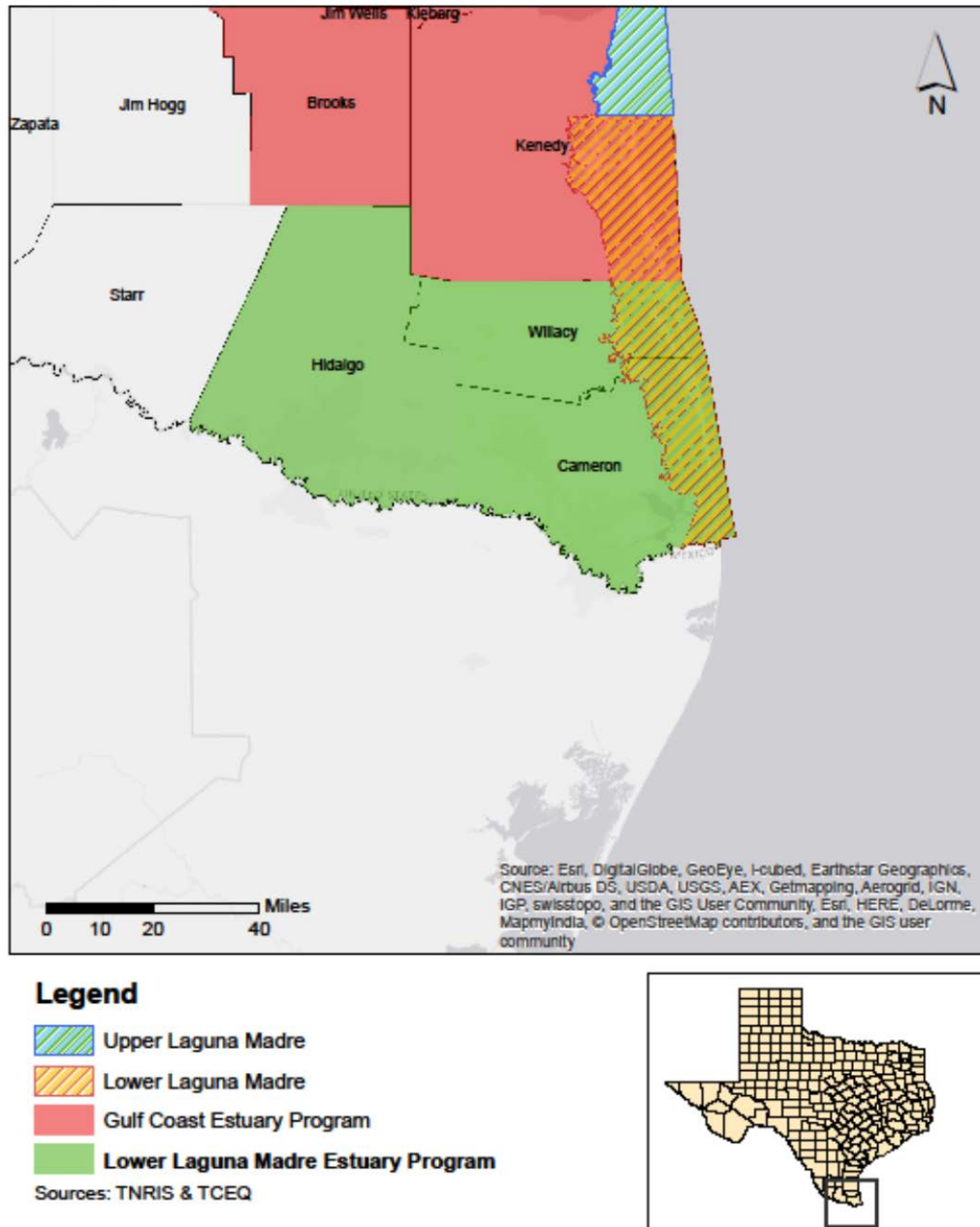


Figure 1. Locator map for proposed Lower Laguna Madre Estuary Program

INTERLOCAL AGREEMENT
by and between
CITY OF WESLACO
and
UNIVERSITY OF TEXAS RIO GRANDE VALLEY
for Representative Appointment to Regional Task Force
Agreement #CE-2016-007

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **CITY OF WESLACO** (hereafter referred to as “**CITY**”), a **home-rule municipality** and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** (hereafter referred to as “**UTRGV**”), a member of The University of Texas System, an entity of the State of Texas.

SECTION 1
PURPOSE

- 1.01** **CITY** and **UTRGV** agree to enter into this Agreement as a manner by which **CITY** and **UTRGV** can actively participate in a Regional Task Force (“Task Force”) formed to respond and aid compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules* (“Rules”) and other pertinent issues as needed.
- 1.02** **CITY** and **UTRGV** desire to accomplish the goals of responding and complying with the Rules through the formation of a Regional Task Force, established and managed by **UTRGV**.
- 1.03** **UTRGV** desires to participate in the establishment and management of the Regional Task Force, since such participation will provide **UTRGV** with an avenue for students to:
- A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;
 - B. Gain supervisory, organizational, and executive skills through the creation of the Task Force body, the implementation of the Task Force by-laws and policies, creation and submission of Task Force agenda and minutes, and budget creation; and,
 - C. Gain experience about the interfacing, communication, and interaction between state agencies and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

SECTION 2 TERM

- 2.01** *Fixed Term:* This Agreement commences on **10/01/16**, will be effective for exactly one (1) calendar year, and will terminate **09/30/17**, unless extended according to section 2.02 of this Agreement.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **UTRGV**, this Agreement may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* **CITY** agrees to pay to **UTRGV** a Task Force membership contribution of **\$15,876.00**. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **UTRGV** and delivered to the address indicated in Section 5.01 of this Agreement. Payment must be made within fourteen (14) days after execution of this Agreement. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **UTRGV**, may result in this Agreement terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
- A. **CITY** will provide one representative to the Task Force. Such representative must be chosen by majority vote of the City Council, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **UTRGV**.
 - B. The **CITY**'s representative will serve a term not to exceed one (1) calendar year or past December 31st, whichever occurs first, but may be reappointed by the **CITY** through written notification for an additional one (1) year term.
 - C. The **CITY**'s representative will be subject to the bylaws, policies, rules and procedures of the Task Force. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the Task Force. If expulsion occurs, the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.

- D. The **CITY**'s representative will act as the liaison between the **CITY** and the Task Force, apprising each entity of the other's objectives. The representative will brief the City Council, or other municipal entity responsible for Task Force participation, a minimum of once quarterly.
- E. Each **CITY** having representation on the Task Force will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.
- F. The **CITY** may make recommendations to the Regional Task Force regarding the fee assessment, expenditures, or other financial matters; however, the Task Force is not bound by such recommendations.

4.02 The following rights and duties will be held or performed by **UTRGV**:

- A. **UTRGV** will assign representation to the Task Force.
- B. **UTRGV** will formulate and facilitate the bylaws, policies, rules and procedures by which the Task Force will be governed. **UTRGV** will provide **CITY** with a copy of such bylaws, policies, rules and procedures, as warranted.
- C. **UTRGV** will formulate and propose to the Task Force, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **UTRGV** will assist with educational outreach, training, and information to facilitate compliance.
- D. **UTRGV** will provide assistance with research and educational services and technical support to the Task Force, and for any adopted methods and approaches for compliance. **UTRGV** will not participate in the implementation of the **CITY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- E. **UTRGV** will manage the Task Force administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- F. The Task Force will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the Task Force, **UTRGV** will assist with the financial management and policy of the Task Force.
- G. **UTRGV** will assist the Task Force with the management of any funding acquired by the Task Force. This does not apply to the funding provided by this interlocal agreement. The management of Task Force funding will adhere to the by laws of the organization.

- H. Membership fees paid to **UTRGV** will be earmarked in a separate **UTRGV** account for use only by **UTRGV** for the Task Force. Any unappropriated funds will be carried over.
- I. Membership fees paid to **UTRGV** will be utilized by **UTRGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.
- J. **UTRGV** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.
- K. **UTRGV** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- L. **UTRGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **UTRGV**.

4.03 *SWMP Implementation:* **UTRGV** will support the **CITY** in implementing a portion of its SWMP by providing assistance with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY**.

SECTION 5 MISCELLANEOUS

5.01 *Addresses:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **UTRGV** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY:
City of Weslaco
Mardoqueo Hinojosa, P.E.
255 S. Kansas
Weslaco, Texas 78596-6158
(956) 968-3181
mhinojosa@weslacotx.gov

UTRGV:

The University of Texas Rio Grande Valley
College of Engineering & Computer Science
Civil Engineering Department
Javier Guerrero, E.I.T, MS
Director of Water Studies
1201 W. University Dr.
Edinburg, TX 78539
Javier.Guerrero@utrgv.edu
(956) 665-3510 – office
(956) 929-7189 - cell

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **UTRGV**.
- 5.04** Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by **CITY** and **UTRGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **UTRGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06** Non-waiver: A waiver by either **CITY** or **UTRGV**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **UTRGV** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **UTRGV**, and will not be amended, explained, or superceded by any oral or

written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.

- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** Nondiscrimination: **CITY** and **UTRGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.
- 5.12** Dispute Resolution: Any dispute between **CITY** and **UTRGV** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by **CITY** should be addressed to **Havidán Rodríguez, PhD**, Provost and Executive Vice President for Academic Affairs, **UTRGV**.

EXECUTED the _____ day of _____, 2016, by **CITY**, by its duly authorized agent, as evidenced by the attached Resolution of the City Council.

“CITY”
CITY OF WESLACO

By: _____
David Suarez
Mayor

ATTEST:

By: _____
Elizabeth Walker
City Secretary



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-475	
From: Elizabeth Walker			
Subject: Approval of the renewal of the Election Services Contract with the Hidalgo County Elections Department to conduct the Joint City of Weslaco and Weslaco Independent School District General Election of November 8, 2016 pursuant to Texas Election Code Chapter 271, and authorize the Mayor to execute any related documents including this contract and any interlocal agreement with the Weslaco Independent School District related to this election. (Staffed by Office of the City Secretary.)			
Background: This allows the Hidalgo County Elections Department to manage the polling locations for the General election during early voting and election day, providing equipment and workers. Voters may cast their ballot from any polling location within Hidalgo County during the early voting period and at their assigned precinct polling location on Election Day. The local ballot includes Mayor and City Commissioners Districts 5 and 6. A separate instrument, an interlocal with the School District, memorializes they too have places on the ballot (Trustees 1, 2, and 3) and agree to cost share.			
Funding Source (budget code, if applicable): 01-502-2100			
Amount: \$28,488.00	Term of Impact: one year	Identified in Current Budget: yes	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: Election ordered August 2, 2016.			
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			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approve.			
Attachments, if any: Local Sample Ballot, Early Voting Schedule, Election Day Schedule, Election Contract & Estimate, Interlocal Agreement - WISD election			

Responsibilities upon Approval:

Execute and return to County for signature.

**GENERAL ELECTION
CITY OF WESLACO, TEXAS
November 8, 2016
OFFICIAL BALLOT**

**ELECCION GENERAL
(CIUDAD DE WESLACO, TEXAS)
8 de noviembre de 2016
BOLETA OFICIAL**

Vote for the candidate of your choice in each race by placing an “X” in the square beside the candidate’s name.

Vote por el candidato de su preferencia en cada carrera marcando con una “X” el cuadro al lado del nombre del candidato

**FOR CITY OF WESLACO MAYOR
Vote for one**

PARA CIUDAD DE WESLACO ALCALDE
Vote por uno

☐ David Suarez

**FOR COMMISSIONER DISTRICT 5
Vote for one**

PARA COMISIONADO DEL DISTRITO 5
Vote por uno

☐ Lupe Rivera, Jr.

☐ Leticia “Letty” Lopez

**FOR COMMISSIONER DISTRICT 6
Vote for one**

PARA COMISIONADO DEL DISTRITO 6
Vote por uno

☐ Josh Pedraza

☐ Fidel Peña

CALL (956) 318-2570 For General Information (Llame para Información General)

**NOVEMBER 8, 2016 GENERAL ELECTION (8 de Noviembre de 2016, Elección General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)**

<u>Days/ Dias</u>	<u>Dates/ Fechas</u>	<u>Hours/ Horas</u>
Monday/ Lunes	10/24/2016	7 am - 7 pm
Tuesday/ Martes	10/25/2016	7 am - 7 pm
Wednesday/ Miércoles	10/26/2016	7 am - 7 pm
Thursday/ Jueves	10/27/2016	7 am - 7 pm
Friday/ Viernes	10/28/2016	7 am - 7 pm
Saturday/ Sabado	10/29/2016	7 am - 7 pm

<u>Days/ Dias</u>	<u>Dates/ Fechas</u>	<u>Hours/ Horas</u>
Sunday/ Domingo	10/30/2016	10 am - 3 pm
Monday/ Lunes	10/31/2016	7 am - 7 pm
Tuesday/ Martes	11/1/2016	7 am - 7 pm
Wednesday/ Miércoles	11/2/2016	7 am - 7 pm
Thursday/ Jueves	11/3/2016	7 am - 7 pm
Friday/ Viernes	11/4/2016	7 am - 7 pm

**-----EARLY VOTING SUBSTATION LOCATIONS-----
(Casillas Electorales para el Voto Adelantado)**

ALAMO SUB
Sgt. F. DeLaRosa Library
Class room
(Sala de clase)
416 N. Tower Rd.
Alamo, TX

ALTON SUB
Alton City Hall
Comm. Chambers
(Sala de Comisionados)
509 S. Alton Blvd.
Alton, TX

DONNA SUB
Amigos Del Valle
Main Entrance
(Entrada Principal)
1408 Silver Ave.
Donna, TX

EDCOUCH SUB
Edcouch Fire Station
Main Entrance
(Entrada Principal)
200 W. Santa Rosa Ave.
Edcouch, TX

EDINBURG SUB
Elections Annex Bldg.
Warehouse Room
(Sala de Bodega)
317 N. Closner "Rear"
Edinburg, TX

EDINBURG SUB
Fountain Center
Main Entrance
(Entrada Principal)
1210 E. Kuhn
Edinburg, TX

EDINBURG SUB
University of Texas RGV
Student Union Bldg.
(Union de Estudiantes)
1201 W. University
Edinburg, TX

ELSA SUB
Elsa Fire Station
Comm. Chambers
(Sala de Comisionados)
216 E. 4th St.
Elsa, TX

HIDALGO SUB
Hidalgo City Hall
Comm. Chambers
(Sala de Comisionados)
704 E. Texano
Hidalgo, TX

LA JOYA SUB
La Joya "NEW" City Hall
Main Entrance
(Entrada Principal)
701 E. Expressway 83
La Joya, TX

LA VILLA SUB
Multi-Purpose Building
Main Entrance
(Entrada Principal)
500 E. 9th Street
La Villa, TX

MCALLEN SUB
Lark Community Center
Exercise Room
(Sala de Ejercicio)
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
McAllen Public Library
Meeting Room B
(Sala de reuniones B)
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
Palmer Pavilion
Pavilion
(Pabellón)
301 E. Hackberry
McAllen, TX

MCALLEN SUB
Palmview Comm. Center
Exercise Room
(Sala de Ejercicio)
3401 Jordan Ave.
McAllen, TX

MCALLEN SUB
STC Cooper Center
Foyer
(Vestíbulo)
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
Mercedes Civic Center
Main Entrance
(Entrada Principal)
530 W. 2nd St.
Mercedes, TX

MISSION SUB
Mission City Hall
Community Room
(Sala de Comunidad)
1201 E. 8th St.
Mission, TX

MISSION SUB
B&G @ Bannworth Park
Gym
(Gimnasio)
1822 N. Shary Rd.
Mission, TX

MONTE ALTO SUB
Monte Alto Comm. Center
Main Entrance
(Entrada Principal)
25149 1st Street
Monte Alto, TX

PALMVIEW SUB
Co. Commissioner Pct. #3
"The Mansion"
Back Entrance
(Entrada Trasera)
2401 N. Moorefield Rd.
Palmview, TX

PENITAS SUB
Peñitas City Hall
Meeting Room
(Sala de Reuniones)
1320 S. Main St.
Peñitas, TX

PHARR SUB
Jose Pepe Salinas Ctr.
Conference Room
(Sala de Conferencias)
1011 W. Kelly
Pharr, TX

PHARR SUB
Las Milpas Comm. Center
Main Entrance
(Entrada Principal)
7107 S. Cage Blvd.
Pharr, TX

PHARR (Valley View) SUB
Valley View 5th Grade Campus
Cafeteria
(Cafetería)
9701 S. Jackson Rd.
Pharr, TX

PROGRESO SUB
Progreso Comm. Center
Main Entrance
(Entrada Principal)
510 FM 1015
Progreso, TX

SAN JUAN SUB
San Juan Fire Station #2
Commissioner's Rm.
(Sala de Comisionados)
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
Sullivan Fire Station
Main Entrance
(Entrada Principal)
500 Cenizo
Sullivan City, TX

WESLACO SUB
Business Visitor & Event
Center
Conference Room
(Sala de Conferencias)
275 S. Kansas
Weslaco, TX



November 8, 2016 (8 de Noviembre del 2016)

Election Day Poll Locations

(Casillas Electorales para Día de Elección)

Polls OPEN from 7:00 AM to 7:00 PM

(Abiertos de 7:00am hasta las 7:00pm)



	PRECINCT <i>(precincto)</i>	CITY <i>(ciudad)</i>	BUILDING <i>(edificio)</i>	ADDRESS <i>(dirección)</i>	LOCATION <i>(ubicación)</i>
1	91, 177 , 178 & 229	Alamo	Alamo Comm. Center	1429 S. Tower	Main Entrance
2	123 , 127, 176, 251 & 255	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower	Class Room
3	77, 130, 242 & 253	Alamo	Santos Livas Elem. School	733 N. Alamo Rd.	Rm. 118 Comp. Lab
4	44, 126 , 181 & 192	Alamo	Guerra Elem. School	807 FM 495	
5	88 , 205, 211, 212 & 247	Alton	City Hall	509 S. Alton Blvd.	Comm. Chambers
6	3 , 55, 171, 174 & 232	Donna	Amigos Del Valle	1408 Silver	Main Entrance
7	23, 120 , 172, 173 & 175	Donna	Boys and Girls Club	307 Miller Ave.	Main Entrance
8	45 , 87 & 157	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Gym
9	16 , 79 & 179	Edcouch	Edcouch Fire Station	201 W. Santa Rosa Ave.	Main Entrance
10	14 , 151 & 152	Edinburg	Jefferson Elem. School	904 S. 12th St.	Gym
11	30 & 31	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance
12	105	Edinburg	B.L. Garza Middle School	1202 N. Mon Mack Road	Health Room
13	108 & 109	Edinburg	Elections Annex Bldg.	317 N. Closner	North Entrance
14	52, 106 & 224	Edinburg	Canterbury Elem. School	2821 W. Canton Road	Main Entrance
15	13 & 107	Edinburg	South Middle School	601 W. Freddy Gonzalez	West Entrance
16	53 & 158	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Library
17	19	Edinburg	Brewster Elem. School	22420 FM 1017	Room 102
18	69	Edinburg	Avila Elem. School	9205 N. Alamo Rd.	Library
19	68 & 154	Edinburg	Monte Cristo Elem. School	4010 N. Doolittle Rd.	Front of Library
20	221, 222, 223 & 230	Edinburg	Magee Elem. School	3420 W. Rogers Rd.	Gym
21	239	N. Edinburg	Guerra Elem. School	10010 N. Via Fernandez	Library
22	15, 70, 90 , 153, 119, 237 & 225	Elsa	Elsa Fire Station	216 E. 4th St.	Chambers
23	12 & 82	Granjeno	Granjeno City Hall	6603 S. FM 494	Conference Room
24	18 , 92 & 180	Hargill	Hargill Elementary School	13394 4th St.	Gym
25	20, 233 & 234	Hidalgo	Hidalgo City Hall	704 E. Texano	Chambers
26	11 , 197, 198 & 257	La Joya	"New" La Joya City Hall	701 E. Expressway	Main Entrance
27	64, 99 , 183, 217, 219 & 254	La Joya	Kika De La Garza School	5441 N. La Homa Road	Main Entrance
28	17 , 169 & 184	La Villa	Multi Purpose Bldg.	500 E. 9th St.	Class Room
29	8, 150 & 252	McAllen	STC Nursing Center	1101 E. Vermont Ave.	Atrium
30	47, 49 & 231	McAllen	STC Pecan Campus	3201 Pecan Blvd.	Building J Main Lobby
31	48 , 95, 149 & 193	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
32	65 , 84, 161, 162 & 163	McAllen	McAllen Public Lib.	4001 N. 23rd St.	Meeting Room B
33	62, 73 , 140 & 160	McAllen	Gonzalez Elem. School	201 E. Martin	Main Hallway
34	96	McAllen	Rayburn Elem. School	7000 N. Main	South Hallway
35	72, 81 & 200	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
36	97 , 164 & 216	McAllen	Las Palmas Comm. Ctr.	1925 N. 25th St.	Mesquite Room
37	124, 134 , 135, 141 & 168	McAllen	Milam Elementary School	3800 N. Main St.	South Hallway
38	26 , 27, 138 & 139	McAllen	McAllen Incubator	601 N. Main St.	Main Entrance
39	37 , 66, 67 & 136	McAllen	Crockett Elem. School	2112 N. Main St.	Cafeteria
40	54 , 199 & 201	McAllen	Cayetano Cavazos Elem.	1501 W. Freddy Gonzalez	Teacher Lounge
41	7 , 34, 148 & 246	McAllen	Palmer Pavilion	301 E. Hackberry	Pavilion



November 8, 2016 (8 de Noviembre del 2016)

Election Day Poll Locations

(Casillas Electorales para Día de Elección)

Polls OPEN from 7:00 AM to 7:00 PM

(Abiertos de 7:00am hasta las 7:00pm)



	PRECINCT <i>(precincto)</i>	CITY <i>(ciudad)</i>	BUILDING <i>(edificio)</i>	ADDRESS <i>(dirección)</i>	LOCATION <i>(ubicación)</i>
42	74, 129, 166, 167, 206 & 207	McAllen	Fossum Middle School	7800 N. Ware Rd.	Main Foyer
43	24 & 76	McCook	Immaculate Conception Parish Hall	28212 S. FM 2058	Main Entrance
44	1, 46, 85 & 213	Mercedes	Taylor Zachary	900 N. Missouri	Gym
45	32 & 249	Mercedes	Mercedes Civic Center	530 W. 2nd St.	Civic Center Room
46	56 & 202	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
47	9 , 218, 220, 243 & 248	Mission	Veterans Memorial H.S.	700 E. 2 Mile Road	Main Entrance
48	103	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
49	10 , 63 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
50	38 , 188, 203 & 215	Mission	B&G @ Bannworth Park	1822 N. Shary Rd.	Gym
51	75, 89, 125, 131, 133, 165, 182, 209, 241, 244 & 256	Mission	Salinas Elementary School	10820 N. Conway	Room 7
52	93, 94 , 128 & 204	Mission	Mission Fire Department	415 W. Tom Landry	Training Room
53	28 & 98	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Main Entrance
54	83	Mission	John H. Shary Elementary	2300 N. Glasscock	Cafeteria
55	33	Monte Alto	Monte Alto Community Center	25149 1st St.	Community Center
56	86, 101 & 236	Palmhurst	Church of Christ	1410 E. 3 Mile Rd	Family Room
57	29, 100 , 185 & 187	Palmview	Palmview City Hall	400 W. Veterans Blvd.	Council Chambers
58	78 & 210	Palmview	Pct. #3 The Mansion	2401 N. Moorefield	Back Entrance
59	50 , 145, 170, 194 & 195	Penitas	Penitas Meeting Rm. Annex	1320 S. Main St.	Meeting Room
60	61	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
61	115	Pharr	Buckner Elementary	1001 N. Fir	
62	122 , 226, 227 & 228	Pharr	Valley View 5th Grade Campus	9701 S. Jackson Rd	Cafeteria
63	6 & 35	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
64	25, 36 & 147	Pharr	Liberty Middle School	1212 S. Fir	Cafeteria
65	5, 137 & 146	Pharr	Las Milpas Comm. Center	7107 S. Cage Blvd.	Main Entrance
66	60 , 116, 142, 143, 144 & 240	Pharr	PSJA North High School	500 E. Earling Rd.	Auditorium Lobby
67	40 , 155, 235 & 238	Progreso	Progreso Community Center	510 N. FM 1015	Main Entrance
68	43 , 104 & 189	San Carlos	San Carlos Resource Comm.	230 N 86th St.	Multi Purpose Room
69	59, 117 , 159 & 245	San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd	Comm. Room
70	4 & 118	San Juan	Sorensen Elem. School	701 E. Sam Houston	
71	39 & 156	San Juan	Doedyns Elementary	1401 N. Raul Longoria	Cafeteria
72	51 & 80	Sullivan	Fire Station	500 Cenizo Drive	Main Building
73	22, 42, 112, 132 , 186, 191 & 196	Weslaco	Business Visitor & Event Ctr.	275 S. Kansas	Conference Room
74	2, 71, 111, 113 , 114 & 121	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
75	21, 41, 57 , 58, 110, 190 & 250	Weslaco	County Comm. Pct #1	1902 Joe Stephens Ave. Ste 101	Conference Room

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as “ADMINISTRATOR”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the “ENTITY”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR’S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

- (A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;
- (B) Prepare and provide Direct Recording Electronic device training for election workers;
- (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;
- (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;
- (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
- (F) Provide training for Judges/Clerks;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1) Ballots (preparation and distribution only);
 - 2) Election kits and election paperwork;
 - 3) Ballot boxes and voting booths
- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;
- (J) Procure early voting polling places and election day polling places, as ordered;

- (K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;
- (M) Notify the election judges of the date, time and place of the election;
- (N) Procure and pay election judges and clerks for early voting and election day voting;
- (O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;
- (P) Procure and pay Ballot Board members ;
- (Q) Provide information for election officers;
- (R) Provide such incidental related services as may be necessary to conduct the election;
- (S) Serve as the Early Voting Clerk;
- (T) Establish a Central Counting Station for the purpose of tabulating ballots; and
- (U) Tabulate election results in preparation for ENTITY's canvassing.
- (V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.
- (W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- (X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and
- (Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- (Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

- ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
- iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
- iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$12.00 per hour for Election Judges and \$10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of \$7.00 per hour per person.
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;
- (D) Canvass the Election results for the ENTITY'S governing body;
- (E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;
- (F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.
- (G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- A. One base charge of \$150.00 for Coding iVotronic ballot for voting machines, a \$25 additional charge per additional ballot styles and a minimum of a \$10 charge for Request Changes on Coded Ballot;
- B. Base charge for Audio Setup of \$300 for English/Spanish;
- C. A \$10.00 recording fee for Audio Files for each Contest and/or Office;
- D. A \$10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
- E. A \$10.00 recording fee for Audio Files for each Candidate and/or Responses;
- F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
- G. The amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic;
- H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- A. Database access at \$100.00 per day;
- B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at \$150.00 per location;
- C. Printer label fee of \$.03 per label (price subject to change);
- D. Creation of separate Username and password for each polling location at \$20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at \$12.00 per hour for Election Judge, \$10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at \$12.00 per hour and Ballot Board clerks at \$10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$3.99 per phone line;

6.12 Billing:

- A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.
- B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

- C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
- D. Payment shall be made by check payable to the Hidalgo County Elections Department.
- E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Elizabeth Walker
City Secretary
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

- F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

CITY OF WESLACO
ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____

PRINT: DAVID SAUREZ

TITLE: MAYOR

ATTEST:

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney



2016 Hidalgo County Elections Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY. PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.					
ELECTION: City of Weslaco Mayor, Commissioner Place 5 & 6		DATE: Nov. 8, 2016			
Coding Services for iVotronic		Price	Quantity	Total	
Base Charge: Ballot Coding		\$150.00	1	\$150.00	
Additional Ballot Style(s)		\$25.00	2	\$50.00	
Request Change on Coding Ballot		\$10.00	0	\$0.00	
Audio Files Set up Charge English/ Spanish		\$300.00	1	\$300.00	
Audio Files (Per Contest/Office)		\$10.00	3	\$30.00	
Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		\$10.00	0	\$0.00	
Audio Files (Per Candidate/ Responses)		\$10.00	12	\$120.00	
Election Media per Polling Location(s)		\$100.00	6	\$600.00	
*iVotronic Voting Machine(s)		\$150.00	46	\$3,450.00	
*ADA iVotronic Voting Machine(s)		\$150.00	6	\$450.00	
Delivery/ Pick-up Fee (includes Mileage)		\$750.00	1	\$750.00	
Total iVotronic Coding Charges				\$5,900.00	
Electronic Poll Book (VoteSafe)		Price	Quantity	Total	
*Voter Registration Database Access (Per Day)		\$100.00	13	\$650.00	
*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)		\$150.00	6	\$450.00	
Printer Labels (19,062 per vote)		\$0.03	38,124	\$1,143.72	
Username/Password - Per Polling Location		\$20.00	6	\$120.00	
Total Electronic Poll Book Charges				\$2,363.72	
Supplies		Price	Quantity	Total	
Early Voting Combination Forms		\$0.55	400	\$220.00	
*Election Day Combination Forms		\$0.55	400	\$110.00	
*Election Judge Kit for Early Voting		\$35.00	1	\$17.50	
Election Judge Kit for Election Day		\$35.00	5	\$175.00	
Polling Location Map(s)		\$17.00	6	\$102.00	
100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.		\$0.20	500	\$100.00	
Total Supplies Charges				\$724.50	
Mail & Ballot Service		Price	Quantity	Total	
Mail-in-Ballot Applications		\$0.25	600	\$150.00	
Paper Ballots for Mail-in-Ballots and Provisionals		\$0.40	2000	\$800.00	
Mail-in-Ballots Kit(s) per request		\$2.00	600	\$1,200.00	
Postage Mail-in-Ballots (per request)		\$0.61	600	\$366.00	
Correspondence Postage		\$0.47	5	2.35	
Total Mail & Ballot Service Charges				\$2,518.35	
Advertisements/Notices		Price	Quantity	Total	
The Monitor newspaper		\$1,800.00	1	\$1,800.00	
Local newspaper			0	\$0.00	
Total Advertisement/Notice Charges				\$1,800.00	
Polling Location Rental Fees		Price	Quantity	Total	
			0	\$0.00	
Total Polling Location Rental Charges				\$0.00	
*Payroll for Training and Election Poll Workers		Price		Total	
Payroll for Early Voting Employees		\$18,521.32		\$9,260.66	
Payroll for Election Day Employees		\$6,114.50		\$3,057.25	
Total Payroll Charges				\$12,317.91	
Payroll for Ballot Board		Price	Quantity	Total	
Ballot Board		\$350.00	1	\$350.00	
Total Ballot Board Charges				\$350.00	
Canvass Reports		Price	Quantity	Total	
Canvass Report (One Certified Copy Included)		\$0.00	1	\$0.00	
Total Canvass Report Charges				\$0.00	
Insurance		Hourly rate	Workers	Hours wrk	Total
Liability insurance for Early Voting Supervisors		\$ 12.00	1	179.75	\$4.31
(hourly rate X workers X hrs worked X 0.002)					
Liability insurance for Early Voting Clerks		\$ 10.10	9	1617.75	\$294.11
(hourly rate X workers X hrs worked X 0.002)					
Liability insurance for Election Day Presiding Judges		\$ 12.00	5	82.5	\$9.90
(hourly rate X workers X hrs worked X 0.002)					
Liability insurance for Election Day Alternate/Clerks		\$ 10.10	30	495	\$299.97
(hourly rate X workers X hrs worked X 0.002)					
Total Insurance Charges					\$608.29
Cell Phones		Price	Quantity	Total	
Verizon Wireless phone (subject to change with out notice)		\$45.00	5	\$225.00	
Total Cell Phone Charges				\$225.00	
Subtotal				\$26,807.77	
Administrative Fees (10%)				\$2,680.78	
*Shared cost with County				ESTIMATED GRAND TOTAL	
				\$29,488.55	

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESLACO AND THE
WESLACO INDEPENDENT SCHOOL DISTRICT
TO SHARE JOINT ELECTION EXPENSES**

THIS Agreement is made on this ____ day of October 2016, by and between the **CITY OF WESLACO, TEXAS**, a home ruled Municipal Corporation, located at 255 South Kansas, Weslaco, Texas 78596 hereinafter referred to as “City” and the **WESLACO INDEPENDENT SCHOOL DISTRICT** located at 319 West Fourth Street, Weslaco, Texas 78596 hereinafter referred to as “District,” pursuant to the provisions of the Texas Interlocal Cooperation Act and §271.002 (d-e) and §271.004 of The Election Code, as follows:

WITNESSETH:

WHEREAS, City is a home ruled municipality located in Hidalgo County, Texas and in the Weslaco Independent School District; and

WHEREAS, District is an Independent School District established by the laws of Texas and located in Hidalgo County, Texas; and

WHEREAS, during the 3rd Called Session of the 79th Texas Legislature, the Legislature passed House Bill No. 1 (HB 1) relating to public school finance which included provisions requiring that a school district election must be held jointly either with (1) the election for members of the governing body of a municipality located in the school district, or (2) the general election for state and county officers;

WHEREAS, the new school district election requirements have been codified in the Texas Education Code §11.058 and became effective immediately;

WHEREAS, the District is required to comply with the new board of trustees election requirements and as such has requested that the City cooperate in meeting this obligation;

WHEREAS, it is considered mutually beneficial to the City and the District, as both a cost savings to each entity and as a convenience to their constituencies, to hold joint elections in accordance with Texas Election Code §271 and as allowed by Texas Education Code §11.058; and

WHEREAS, District and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City and District agree to hold joint elections to be conducted by the Hidalgo County Election Administrator and share expenses in accordance with Texas Education Code 271 and as mandated by Texas Education Code §11.058, for the election of the City of Weslaco elected offices of City Mayor, City Commissioner District No. 5, City Commissioner District No. 6 and Weslaco Independent School District elected offices of Board of Trustee Place No. 1, Board of Trustee Place No. 2, and Board of Trustee Place No. 3.

2. In accordance with Texas Education Code §11.058 the voters of the joint election shall be served by common polling places and a common ballot consistent with Texas Election Code 271.003(b); Early Voting Judges and Election Day Judges will be appointed by the Hidalgo County Election Administrator just as Early Voting and Polling Locations and Hours will be identified and subject to change by the Hidalgo County Election Administrator for affected precincts. At minimum, place(s) of early voting shall remain open between the hours of 8:00 o'clock a.m. to 5:00 o'clock p.m. on each day for early voting with the exception of two weekdays for at least twelve hours. Direct Recording Electronic Voting Machines shall be used at all polling places.
3. The mailing address to which ballot applications and ballots voted by mail shall be sent to Yvonne Ramon, Hidalgo County Elections Administrator, P.O. Box 659, 101 S. Tenth Avenue, Edinburg, Texas 78540. Early voting, by mail, shall be by paper ballots and shall be canvassed by the Early Voting Ballot Board which shall convene at the time set by the Presiding Judge of the Early Voting Ballot Board.
4. For the District, the winner will be the candidate that receives the highest total of votes in each respective place. For the City, in the event that no candidate for Commissioner for a particular District receives a majority of the votes cast for, or in the event of a tie vote for a Commissioner of any particular place, there shall be a Run-off Election not earlier than 20th or later than the 45th day after the date the final canvass of the main election is completed. The election will be conducted with paper ballots if DRE machines are not available. In such event, the same polling places as used for the General Election are hereby designated for such Run-off Election, and the same Presiding Judges and election officials are hereby designated for such Run-off Election, which Run-off Election shall comply with all the rules of the Texas Election Code and the Charter of the City of Weslaco. Notice of such election shall be given in accordance with the Texas Election Code. The candidate for each respective office receiving the majority of votes shall be declared elected. In the event of a tie, the winner of such election shall be determined by a drawing by lot.
5. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and City, and not otherwise.
8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to City: City of Weslaco
C/O City Manager
255 S. Kansas Avenue
Weslaco, Texas 78596

If to District: Weslaco Independent School District
C/O Superintendent
P.O. Box 266
Weslaco, Texas 78599

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

10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by City and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and District in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days

written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271 .903.

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of October 2016, first written above.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of October 2016, first written above.

WESLACO INDEPENDENT SCHOOL DISTRICT

David L. Fuentes
SCHOOL BOARD PRESIDENT

ATTEST:

Oscar Caballero, **SCHOOL BOARD SECRETARY**

APPROVED AS TO FORM:

Ivan Perez, **SCHOOL BOARD ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-478	
From: Jose Peña			
Subject: Approval of the renewal of payment to Smartcom Telephone, LLC for annual internet services and city facility network connectivity and authorize the Mayor to execute any related documents. (Staffed by IT Department).			
Background: Our city relies on Smartcom infrastructure to operate our data and voice network. We are currently in year 3 of a 5 year agreement which was approved by city commission on 5/7/2013 based on RFP No: 2012-13-06			
Funding Source (budget code, if applicable): 01-530-2010 58-552-2010			
Amount: \$58,650.00 \$3,400.00		Term of Impact: 1 1	Identified in Current Budget: Y Y
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Jose Peña		Created/Initiated	
Jose Peña		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: This item is in the Information Technology department budget and is a core component required for operations, therefore staff recommends approval.			
Attachments, if any: Smartcom Agreement			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Miguel D. Wise, 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
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

July 11, 2013

SmartCom Telephone, LLC
Alan Yoder
President
600 Ash Avenue
McAllen, Texas 78501

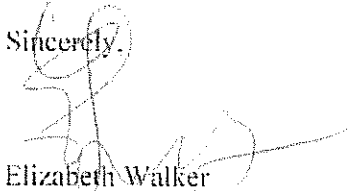
Dear Mr. Yoder:

At their regular meeting of May 7, 2013, the Weslaco City approved SmartCom Telephone, LLC as the best qualified, most advantageous bidder for the City's Multiprotocol Label Switching Data Network and Internet Service Provider Services (City-wide Fiber Project) as budgeted and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as executed by Mayor Miguel D. Wise; the City has retained the original for the City's files.

Should you have any questions, please do not hesitate to call me at (956) 968-3181, Ext. 6253.

Sincerely,


Elizabeth Walker
City Secretary

EMW/mv

C: Arnold Becho, Library Director
E. Rey Garcia, IT Director
Bret Mann, Finance Director

DATA SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between City of Weslaco, TX ("Customer"), and Smartcom Telephone, LLC ("Smartcom"), for the purpose of establishing the terms and conditions under which Smartcom will provide data service. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

Service	MRC*	Installation	Premise Equipment
Direct Internet Access – 50 Mbps X 50 Mbps 255 S. Kansas Ave – Weslaco	\$600.00	Waived	Included
MPLS Data Connection – 50 Mbps X 50 Mbps 255 S Kansas Ave – Weslaco	\$650.00	Waived	Included
MPLS Data Connection – 50 Mbps X 50 Mbps 525 S Kansas Ave – Weslaco	\$650.00	Waived	Included
MPLS Data Connection – 50 Mbps X 50 Mbps 1912 Joe Stephens Dr – Weslaco	\$650.00	Waived	Included
MPLS Data Connection – 50 Mbps X 50 Mbps 901 N Airport Dr – Weslaco	\$650.00	Waived	Included
MPLS Data Connection – 50 Mbps X 50 Mbps 1014 W. 18 th St – Weslaco	\$650.00	Waived	Included
MPLS Data Connection – 10 Mbps X 10 Mbps 1909 Joe Stephens Dr – Weslaco	\$200.00	Waived	Included
MPLS Data Connection – 1.5 Mbps X 1.5 Mbps	\$150.00	Waived	Included

*Plus any applicable Taxes or regulatory fees

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of sixty (60) months, commencing on June 24, 2013 and continuing to and including June 23, 2018. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom.

Revised 01/2013

Customer's Initials: Joe

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1247 (fax)

Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy which can be located at:

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

IP ADDRESS. IP Blocks that are assigned by Smartcom are for Customer use only, and it is understood that Smartcom will not guarantee routing of any IP's of any user other than those assigned to the Customer. IP addresses issued by Smartcom are not portable and remain the property of Smartcom. If the Customer discontinues service with Smartcom, Smartcom will bear no responsibility or liability for any actions or costs incurred by Customer in obtaining or reconfiguring its equipment with new IP addresses.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the modem/router at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work. Smartcom reserves the right to change, modify or offer special promotions for the T-1 or DSL product offering.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

EQUIPMENT WARRANTY: Smartcom-provided new modem/router equipment will be covered by the by the manufacturer's warranty. During the one-year warranty period, Smartcom will support the modem/router for problems covered by the manufacturer's warranty to include full replacement of the router, if necessary. Once the one-year warranty period has expired, Smartcom will no longer support problems with the premise equipment. However, any equipment furnished by Smartcom will be maintained at no cost to the Customer throughout the duration of this Agreement.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

RIGHT TO MODIFY. Smartcom reserves the right to increase the monthly charge to customer if Smartcom's underlying carrier raises the cost it charges Smartcom to deliver the service to Customer's premise. Should such increase in monthly charges exceed 10% of the MRC, Customer may choose not to pay such increase in monthly charges and have service terminated at that time, abrogating this agreement and releasing both parties from the terms set herein. This document supersedes any or all previous

agreements, verbal or written. Periodic amendments to this agreement may be allowed and can be sent via electronic mail ("e-mail"). Should the parties agree to an amendment, such amendments shall be effective upon written execution of both parties.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon current promotions.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

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

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action. This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this 11 day of July, 2013.

Signature

For Customer

Miguel D. Wise

Printed Name

Signature

For Smartcom Telephone, LLC

Printed Name

Billing Address:

City of Weslaco – Accounts Payable
255 S Kansas Ave
Weslaco, TX 78596-6158

Addendum to Agreement

Between Smartcom Telephone, LLC. and City of Weslaco (Customer) dated
July 11, 2013

This ADDENDUM is attached to and forms part of the Agreement between Smartcom Telephone and The City of Weslaco Agreement Multiprotocol Label Switching Data Network and Internet Service Provider Services (City -wide Fiber Project) dated July 11, 2013. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

Services to be added:

Smartcom, under the terms of this addendum will provide to Customer the selected application of services of the following type(s):

<u>Service</u>	<u>MRC*</u>	<u>Installation</u>
<u>10 Mbps Point-to-Point Fiber Circuit</u>	<u>\$299.00</u>	<u>\$1000</u>
<u>Demarc Site 1: 2500 North Texas, Weslaco, Texas 78596</u>		
<u>Demarc Site 2: 255 S. Kansas Ave., Weslaco, Texas 78569</u>		
<u>10 Mbps Point-to-Point Fiber Circuit</u>	<u>\$299.00</u>	<u>\$2000</u>
<u>Demarc Site 1: 907 N Airport., Weslaco, Texas 78596</u>		
<u>Demarc Site 2: 255 S. Kansas Ave., Weslaco, Texas 78569</u>		

TERMS OF AMMEDED SERVICES. These added services shall be in effect from completion date and continuing to and including (June 23, 2018). At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

Signature Authority

The individuals signing below hereby represent and warrants that they are duly authorized to execute and deliver this Addendum on behalf of their organization and that this Addendum is binding upon each party and organization in accordance with its terms.

EXECUTED this 29 day of October, 2013

Signature

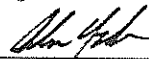


For Customer

David Salinas, CFM and Public Utilities Director

Printed Name

Signature



For Smartcom Telephone, LLC

ALAN YODER

Printed Name

Billing Address:

City of Weslaco – Account Payables

255 S Kansas Ave

Weslaco, TX 78596-6158



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-479	
From: Jose Peña			
Subject: Approval of the renewal of payment to Tyler Technologies for yearly software maintenance fee and authorize the Mayor to execute any related documents. (Staffed by IT Department).			
Background: Our city relies on the Incode application from Tyler Technologies to run many of our internal processes. The modules we use and are licensed for are as follows; Accounts Payables/Receivables, Permits/Inspections/Licenses, Municipal Court, Cash Collections, Fixed Assets, General Ledger, Project Accounting, Purchase Orders, Human Resources, Payroll/Personnel, Position Control/Budgeting and Utilities/Service Orders.			
Funding Source (budget code, if applicable): 01-530-2780			
Amount: \$42,376.20		Term of Impact: 1	Identified in Current Budget: Y
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Jose Peña		Created/Initiated	
Jose Peña		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: This item is in the Information Technology department budget and staff recommends approval.			
Attachments, if any: Tyler Renewal Quote			
Responsibilities upon Approval:			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

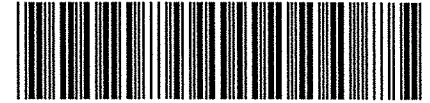
Invoice

Invoice No	Date	Page
025-165333	09/01/2016	1 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Ship To: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	70431		USD	NET30	10/01/2016

Date	Description	Units	Rate	Extended Price
Contract No.: Weslaco, City of				
	Badger Utility Handheld Meter-Reader Interface	1	853.91	853.91
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Utility Payment Import	1	775.30	775.30
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Accounts Payable	1	2,411.78	2,411.78
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Accounts Receivable	1	1,744.81	1,744.81
	:			
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Business License	1	1,179.17	1,179.17
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Central Cash Collection	1	2,358.30	2,358.30
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Fixed Assets	1	1,004.67	1,004.67
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	General Ledger	1	3,514.95	3,514.95
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Payroll/Personnel	1	3,218.03	3,218.03
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Permits & Inspections	1	1,725.11	1,725.11
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Purchase Orders	1	2,411.78	2,411.78
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Utility CIS System	1	5,445.48	5,445.48
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Service Order Management	1	2,178.18	2,178.18
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Project Accounting	1	2,176.78	2,176.78
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	AcuCorp AcuServer	1	550.22	550.22
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Secure Signatures	1	647.28	647.28
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	HR Base Package	1	2,098.59	2,098.59
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Position Control/Budgeting	1	1,552.04	1,552.04





Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-165333	09/01/2016	2 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Ship To: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	70431		USD	NET30	10/01/2016

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017				
	GASB Module	1	3,566.00	3,566.00
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017				
	21 Combining Statements - Maintenance	1	502.54	502.54
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017				
	One Time Charge Import Utility	1	1,059.52	1,059.52
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017				
	Collection Agency Export Interface	1	968.08	968.08
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017				
	Incode Personnel Management Suite - Payroll - Electronic Time Clock Import Maintenance	1	433.68	433.68
Maintenance Start: 01/Oct/2016, End: 30/Sep/2017				



ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	42,376.20
Sales Tax	0.00
Invoice Total	42,376.20



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-480	
From: Jose Peña			
Subject: Approval of the renewal of payment to PTS Solutions, Inc for yearly software maintenance fee and authorize the Mayor to execute any related documents. (Staffed by IT Department).			
Background: Our city police and fire departments rely on the PTS software application from PTS Solutions to run their computer aided dispatch system as well as their mobile patrol. The modules we use and are licensed for are as follows; Computer Aided Dispatch, Mapping, Mobile, Mobile Client, Automatic Vehicle Location, Incident, Jail, Fire, Case Management and Field Reporting.			
Funding Source (budget code, if applicable): 01-530-2780			
Amount: \$38,565.37		Term of Impact: 1	Identified in Current Budget: Y
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Jose Peña		Created/Initiated	
Jose Peña		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: This item was added to the Information Technology department budget and staff recommends approval.			
Attachments, if any: PTS Renewal			
Responsibilities upon Approval:			

PTS Solutions, Inc.
PO Box 469
Harrisonburg, LA 71340

1-888-831-5151

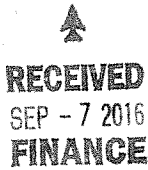
Invoice

Date	Invoice #
9/2/2016	2016018-M

Bill To:

CITY OF WESLACO
ACCOUNTING DEPARTMENT
255 SOUTH KANSAS AVENUE
WESLACO, TX 78596-6158

P.O. No.	Terms
Maintenance	Due on receipt

Description	Qty	Rate	Amount
Annual Software Maintenance; Includes Updates and 24 hrs. a day, 7 days a week Telephone Support from October 1, 2016 to October 1, 2017 Modules Covered: --CAD, Mapping, Mobile, AVL, ANI/ALI, NCIC, Incident, Jail, Fire, Case Management, and SQL (\$29,493.37/yr) --Mobile Client, GoGlobal, and Field Reporting (\$8,190/yr) --AVL Client (\$882/yr) 	1	38,565.37	38,565.37
Please remit payment & signed maintenance agreement to the above address. Thank You!		Payments/Credits	\$0.00
		Balance Due	\$38,565.37



ANNUAL MAINTENANCE AGREEMENT

The parties to this Annual Maintenance Agreement are PTS Solutions, Inc. ("PTS"), PO Box 469, Harrisonburg, LA 71340 and **City of Weslaco** ("Client"), 255 South Kansas Avenue, Weslaco, TX 78596. The terms and conditions of this Annual Maintenance Agreement are effective as of the **1st of October, 2016** ("Maintenance Anniversary Date") and the Annual Maintenance Agreement automatically renews on that day each year thereafter, unless canceled as provided herein.

Client's maintenance cost, on a per year basis, is **\$38,565.37**, covering **CAD, Mapping, Mobile, AVL, ANI/ALI, NCIC, Incident, Jail, Fire, Case Management, SQL, Mobile Client, GoGlobal, Field Reporting, and AVL Client Software**. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

General Terms and Conditions

1. Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.
2. To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement within thirty (30) days of the Maintenance Anniversary Date (and by that month/day each year thereafter).
3. While the Annual Maintenance Agreement is maintained in good standing, PTS will provide Client with the following services:
 - a. **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
 - b. **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems;
 - c. **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.
4. Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement and are subject to separate billing when utilized by Client:
 - a. Services that require on-site trainers, programmers, or technicians;
 - b. Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products, such as SQL;
 - c. Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
 - d. PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000, or any product that is not supported by the original manufacturer.



ANNUAL MAINTENANCE AGREEMENT

5. The Parties agree that, if the Annual Maintenance Agreement is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.
6. In the event Client elects to cancel the Annual Maintenance Agreement, Client shall notify PTS, in writing, within thirty days of the Annual Maintenance Date. Client acknowledges that sums paid under the Annual Maintenance Agreement are not subject to refund in the event of cancellation.
7. Client acknowledges that the maintenance price listed above of **\$38,565.37** is subject to change by PTS as detailed herein.
8. The cost of the Annual Maintenance Agreement may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.
9. The cost of the Annual Maintenance Agreement may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI).
10. PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement. In the event of a cost change in the Annual Maintenance Agreement not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change. **Client's Notice Designate:**

Printed Name _____ Title _____
Mailing Address _____

PTS Solutions, Inc.

City of Weslaco, TX

Dave Fuqua, President

Signature, Title

Print Name

Print Name

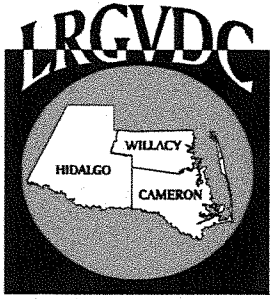
Date

Date

Return Information:

Please mail signed agreement to:

PTS Solutions, Inc.
PO Box 469
Harrisonburg, LA 71340



Lower Rio Grande Valley Development Council

Mayor Tony Martinez, Brownsville.....President
Mayor Celeste Sanchez, San Benito.....1st Vice-President
Hon. Norma G. Garcia, Member-at-Large.....2nd Vice-President
Mayor Pro-tem Richard Molina, Edinburg.....Secretary
Mayor Ambrosio "Amos" Hernandez, Pharr.....Treasurer
Mayor James E. Darling, McAllen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio "Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Alonzo "Al" Perez
Mayor, Elsa

Chris Boswell
Mayor, Harlingen

Joe Contreras
Alderman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

San Juanita "Janie" Sanchez
Mayor, San Juan

David Suarez
Mayor, Weslaco

Paul Hernandez
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Ron Garza

September 19, 2016

Mr. Mike Perez
City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Interlocal Agreement for Cooperation & Joint Sponsorship-
Valley Metro

Dear Mr. Perez,

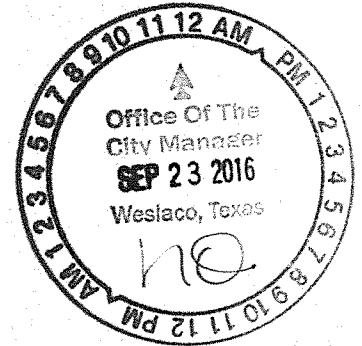
Enclosed are two (2) original copy of the Interlocal Agreement for
Cooperation & Joint Sponsorship between Valley Metro and City of
Weslaco for supporting South Texas College Transportation Services.
Please sign and return one original signed contract.

Should you have any questions, please feel free to contact me at (956)
969-5761 Ext. 301 or email at tlogan@lrgvdc.org.

Sincerely,

Thomas Logan
Director of Valley Metro

cc: Ron Garza, Executive Director
Crystal Balboa, Finance Director





INTERLOCAL AGREEMENT FOR COOPERATION & JOINT SPONSORSHIP – VALLEY METRO

COUNTY OF HIDALGO *

CITY OF WESLACO *

WHEREAS, the City Council of Weslaco, Texas desires to participate in a regional public transportation system (“Valley Metro”) managed by the Lower Rio Grande Valley Development Council (LRGVDC); and

WHEREAS, public transportation provides numerous benefits, including improved access to employment, medical services, educational institutions, and businesses; and

WHEREAS, bus service in the City of Weslaco will improve the quality of life of its citizens and connectivity to the South Texas College campuses throughout the valley; and

WHEREAS, the LRGVDC has received grant funds from the Federal Transit Administration (FTA) for operation costs, requiring a 50% local match; and

WHEREAS, the LRGVDC has received funds from the Texas Department of Transportation (TxDOT) to offset a portion of the local match; and

WHEREAS, the City of Weslaco has agreed to provide an annual local match for operating costs;

NOW THEREFORE, THE CITY OF WESLACO AND THE LRGVDC MUTUALLY AGREE TO THE FOLLOWING:

1. LRGVDC will operate, manage, and coordinate a regional public bus route system (Valley Metro) in Hidalgo County that includes service to the City of Weslaco.
2. LRGVDC will be responsible for ensuring that the bus route system complies with all federal, state, and local rules and guidelines.
3. LRGVDC will act as the contracting agency for the public bus route system, and is authorized to accept, hold, and disburse funds for the system.
4. LRGVDC will provide monthly program reports to the City of Weslaco.
5. The City of Weslaco will provide funds to serve as an annual local match to federal funds received from the Federal Transit Administration (FTA) used to subsidize operating and capital expenses related to the public bus route system.

6. The City of Weslaco local match amount will be determined by the LRGVDC. For FY 2017 from September 1, 2016 through August 31, 2017, the contribution will be \$39,292 for supporting South Texas College (STC) Transportation Service. See attachment A.

7. If needed, the City of Weslaco will provide a safe and secure permanent parking area on town property for a maximum of three (3) transit buses owned by LRGVDC. At least one (1) additional space will be designated for LRGVDC employee parking. The LRGVDC Director of Transit Services will have access to this facility at all times.

8. LRGVDC will work with the City of Weslaco to identify the need and locations for bus stops, shelters, and other capital improvements.

9. LRGVDC will attempt to generate advertising revenue at shelter locations and on buses by selling advertising space at those locations.

THEREFORE, witness our signatures binding the City of Weslaco and the LRGVDC this _____ day of _____, 2016.

CITY OF WESLACO, TEXAS

BY: _____
Mayor

ATTEST:

BY: _____
City Secretary

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

BY: _____
Ron Garza, Executive Director

ATTEST:

BY: _____
Crystal Balboa, Director of Finance

Attachment A
Operating Schedule



GREEN LINE

PURPLE LINE

YELLOW LINE

Academic Calendar Calendario academico

Days Not In Service
Días fuera de servicio

September 5 - Labor Day
September 23 - Professional Dev. Day
November 24 thru 27 - Thanksgiving
December 19 thru January 16 - Winter Break
January 16 - MLK Day
February 10 - Professional Dev. Day
March 13 thru 19 - Spring Break
April 13 thru 16 - Semester Break
May 14 thru June 4 - Break in Service
July 4 - Independence Day
August 12 - End of Summer 2



*** Starts August 22, 2016** (w/limited service)
Limited service is defined as only 1 Yellow Line bus
Full service begins August 29, 2016
*** Ends August 12, 2017**

Serving Servicio a



Transfers /
transbordos

STC Pecan Campus
STC Technology Campus
STC Nursing & Allied Health Campus
STC Starr County Campus
Stripes Convenient Store
La Joya Teaching Center
City of Mission - La Placita
STC Mid Valley Campus - Weslaco
City of Roma
Border Town
Jesse's Meat Market
Pharr City Hall
Route 12 - Edcouch/Elsa - Edinburg
Route 20 - Mission - McAllen
Route 21 - Sullivan City - Mission
Route 30 - Pharr/San Juan - Edinburg
Route 31 - Business 83

fares/tarifas

Jag Express Intercampus routes are **FREE** and sponsored by STC.
Rutas de Jag Express Intercampus son **GRATIS** y patrocinado por STC.

1-800-574-8322

Monday - Friday
Lunes - Viernes
Open to the public.
Abierto al publico

**Reduced Service
on Fridays**
Servicio Reducido
los Viernes



commuter routes
ruta commuter

Indicates a commuter route.
Bus will stop only at
designated locations. /
Indica ruta "commuter". El
autobús parará solamente en
los lugares designados.



Indicates that the bus has
free wi-fi service. / Indica que
el bus tiene servicio de wi-fi
gratuita.



A program of the LRGVDC.
www.lrgvdc.org/valleymetro
f ValleyMet
ValleyMetroRGV
southtexascollege.edu/jagexpress



JagExpress Intercampus



GREENLINE

* Limited Service Friday only

Bus Station	Escobares Roma	Escobares STC	STC Station	Alto Bonito	Sullivan Stripes	La Joya Mission	La Placita HEB	Pecan Campus	Jesse's Meat Market	La Joya Teaching Center	Border Town	Bus Station	STC Starr County Campus
7:10	7:25	7:35	7:45	8:00	8:10	8:25	8:40	8:55	9:10	9:25	9:40	9:55	10:10
8:00	8:15	8:25	8:35	8:45	9:00	9:15	9:30	9:45	10:00	10:15	10:30	10:45	11:00
9:00	9:15	9:25	9:35	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45	12:00
10:00	10:15	10:25	10:35	10:45	11:00	11:15	11:30	11:45	12:00	12:15	12:30	12:45	13:00
11:00	11:15	11:25	11:35	11:45	12:00	12:15	12:30	12:45	13:00	13:15	13:30	13:45	14:00
12:00	12:15	12:25	12:35	12:45	13:00	13:15	13:30	13:45	14:00	14:15	14:30	14:45	15:00
1:00	1:15	1:25	1:35	1:45	2:00	2:15	2:30	2:45	3:00	3:15	3:30	3:45	4:00
2:00	2:15	2:25	2:35	2:45	3:00	3:15	3:30	3:45	4:00	4:15	4:30	4:45	5:00
3:00	3:15	3:25	3:35	3:45	4:00	4:15	4:30	4:45	5:00	5:15	5:30	5:45	6:00
4:00	4:15	4:25	4:35	4:45	5:00	5:15	5:30	5:45	6:00	6:15	6:30	6:45	7:00
5:00	5:15	5:25	5:35	5:45	6:00	6:15	6:30	6:45	7:00	7:15	7:30	7:45	8:00
6:00	6:15	6:25	6:35	6:45	7:00	7:15	7:30	7:45	8:00	8:15	8:30	8:45	9:00

YELLOWLINE

* Only 1 Bus operates on Fridays

Bus Station	Weslaco	Pharr	Nurse	Pharr	Weslaco
6:40	7:05	7:15	7:25	7:50	8:05
7:55	8:20	8:30	8:40	9:05	9:20
9:10	9:35	9:45	9:55	10:20	10:35
10:25	10:50	11:00	11:10	11:35	11:50
1:00	1:25	1:35	1:45	2:10	2:25
2:15	2:40	2:50	3:00	3:25	3:40
3:30	3:55	4:05	4:15	4:40	4:55
4:45	5:10	5:20	5:30	5:55	6:10
6:00	6:25	6:35	6:45	7:10	7:25
7:15	7:40	7:50	8:00	8:25	8:40

Legend

○ Time Point (refer to map)

T Transfer Point (refer to map)

Route/Ruta

Bold/remarcado = PM



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-286	
From:			
Subject: Discussion and consideration to approve a Mutual Lease Agreement with the Boys and Girls Club of Weslaco for the use of the facility located at 300 N. Airport, Suite B and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: Boys and Girls facility was constructed at the Mayor Pablo G. Peña City Park and needs a lease agreement between City and Boys and Girls Club of Weslaco.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mardoqueo Hinojosa		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: B&G Club Proposed lease			
Responsibilities upon Approval:			

✻

*

*

THIS MUTUAL AGREEMENT LEASE (“Agreement”) is made and executed on this _____ day of _____, 20____ between The Boys and Girls Club of Weslaco, hereinafter called LESSEE, and the City of Weslaco, hereinafter called LESSOR.

ARTICLE I

DESCRIPTION- LOCATION

1.01 LESSOR does hereby demise and lease unto LESSEE the following described property: The Boys and Girls Club building at 300 N. Airport at the Mayor Pablo G. Peña Park in the City of Weslaco, Texas. The Weslaco Boys and Girls Club Recreational Facility is to be used to provide recreational services for the youth. The operation of The Weslaco Boys and Girls Club Recreational Facility shall be for a public purpose and only for that purpose. The above activities shall be subject to the special terms, if any, which may be listed below, and which shall be determined by mutual agreement of the both parties.

ARTICLE II

TERMS AND RENT

2.01 The term of this agreement shall be to have and to hold the same for the term of twelve months beginning the _____ day of October, 2016 and termination the _____ day of September, 2017. The Agreement shall be effective upon signature by both Parties.

2.02 Provided LESSEE has not defaulted in any of the terms, conditions or provisions hereof, LESSEE may be given the right of renewing and extending the term hereof, for a like term. Provided however, the LESSOR shall have the right to terminate the Agreement at the end of the LESSOR's budget period each year, and shall be a commitment of its current revenue only.

2.03 LESSEE shall give LESSOR notice of the termination of this Agreement in writing at least sixty (60) days prior to the term termination date of this or any subsequent agreement, unless otherwise agreed.

- 2.04 If conditions arise to warrant such, the contracting parties can mutually agree to renegotiate this contract prior to the termination date established.

ARTICLE III

IMPROVEMENTS TO THE PROPERTY

- 3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the leased premises shall be deemed to be and shall become part of the reality and shall belong to LESSOR upon expiration of this Agreement or any extension hereof.
- 3.02 LESSEE may not make any alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor such signs erected without the written consent of the LESSOR.

ARTICLE IV

INSURANCE

- 4.01 LESSOR shall insure the building and equipment covered by this Agreement against fire, accident, or natural disaster. In the event the building (s), equipment or any part thereof shall, during said term or renewal hereof, be destroyed by fire, accident, or natural disaster so that the same shall be thereby rendered unfit for use and habitation, then, if economically feasible, to the LESSOR, LESSOR shall make diligent effort to restore damage premises to their working conditions for use and habitation by LESSEE. If economically unfeasible, to the LESSOR, this contract shall be renegotiated and/or terminated at LESSOR's discretion.
- 4.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon tort which occurs on the leased premises, caused by LESSEE, its agent or employees. LESSEE further agrees that LESSOR shall not become obligated to pay any damages to any third party because of any accident or other loss and caused by the negligence of LESSEE or any of its employee, agent or licenses. LESSEE will reimburse LESSOR for the amount of LESSOR's actual payments in damages and expenses incident thereto. LESSEE must name LESSOR as additional insured on any insurance which covers its obligations under this Agreement.
- 4.03 LESSEE agrees to at all times during the term of this Agreement have in effect liability insurance policy to protect LESSOR from third party claims that may arise as a result of injuries caused to any person upon

premises herein described. The limits of this policy shall be no less than \$100,000.00 liability per each person and \$100,000.00 aggregate. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE V

UTILITIES

- 5.01 LESSOR shall pay the charges for water, sewer, and garbage-trash pick-up service. LESSEE shall pay charges for telephone and internet service provider. LESSOR shall pay for electricity associated with illuminating the building and grounds. It is agreed and understood that all utilities currently installed and/or connected to the leased building prior to the date LESSEE takes possession shall be paid by the LESSOR. All utilities installed or connected after LESSEE takes possession of the leased building shall be paid by LESSEE.

ARTICLE VI

TAXES

- 6.01 The LESSEE shall be responsible for all personal property taxes as assessments on personal property it owns and uses in the demised building.

ARTICLE VII

MAINTENANCE OF PREMISES

- 7.01 LESSEE agrees to maintain the interior of the building and all equipment in condition suitable for the use of which this Agreement is intended. LESSOR will provide at least two (2) days of custodial service per week. LESSOR will provide custodial supplies not to exceed one thousand dollars (\$1,000) per fiscal year. LESSEE will supply any other supplies.

ARTICLE VIII

SUBLEASING

- 8.01 The LESSEE shall not sublet or assign The Boys and Girls Club Building or any part thereof to a third party without the written consent of the LESSOR. The Boys and Girls Club Building may not be used for any political event.

ARTICLE IX
MISCELLANEOUS

- 9.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor.
- 9.02 LESSEE will not suffer to be carried on upon the premises any trade or business, or anything to be done thereon, except that which has been agree to in this agreement.
- 9.03 LESSEE shall not discriminate against any employee, applicant for employment, or visitor to The Boys and Girls Club Building because of race, religion, age disability, sex, or national origin.
- 9.04 LESSEE will permit LESSOR at any reasonable time to make such repairs as it may deem necessary for the protection of the premises.
- 9.05 This Agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.
- 9.06 In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, and illegality or unenforceable shall not affect any other provisions thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 9.07 Board of Directors. It is agreed between the LESSOR and LESSEE that the Chairman of the Parks and Recreation Advisory Committee for the City of Weslaco or a designated member will be a member of the Board of Directors of The Boys and Girls Club of Weslaco. It is also agreed that the Parks and Recreation Director for the City of Weslaco shall be an ex officio member of the Board.
- 9.08 Fund raising. LESSEE shall be allowed to organize, implement, and/or establish fundraising Activities and/or services such as but not limited to operation of a gift shop which shall be used to sell related articles. It is understood between the LESSEE and LESSOR that the proceeds of the gift shop and the monies derived

from workshop and training sessions to be presented to the public shall be used for the operation of the Boys and Girls Club of Weslaco. LESSEE must comply with all City ordinances.

IN WITNESS HEREOF, the undersigned hereto execute this agreement as of the day and year first above written.

LESSORS:

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

LESSEES:

THE BOYS AND GIRLS CLUB OF WESLACO

Carlos Robledo, **CHAIRPERSON**

ATTEST:

Mary Lopez, **CHIEF OFFICER**



AUGUST 2016 TOURISM MARKETING REPORT FOR THE CITY OF WESLACO

AUGUST ADVERTISING

- Advertising Placed:
 - ½ cost for De Shopping Magazine, full page color, (shared with EDC)--\$500
 - Billboards promoting Nature (eastbound near Hutto Road) and Shopping (westbound after Premium Outlets) July & August --- \$6,000
 - ThinkWeslaco Mobile App has been launched. Cost -- \$9,620
 - ThinkWeslaco Marketing materials and marketing campaign -- \$13,400
 - Weslaco Birding Hot Spot brochure updated and reprinted, 10,000 -- \$1,614
 - TPWD Lower Coast Birding Maps, 480 maps -- \$216

WESLACO VISITOR INFORMATION MOBILE APP

The free Weslaco mobile app will be an interactive application used for tourists and locals alike to search for hotels, restaurants, events, merchants, etc. The app is available on Google Play and the Apple Store, search for ThinkWeslaco. The mobile app will feature where to stay when visiting, information on Weslaco's three nature parks, historic sites, upcoming events, a shop local loyalty program, coupon deals, business directory and GPS location function that lets you know what is close by. The initial promotional campaign will include hand-out materials, giveaway items, and push cards for hotels, restaurants, Winter Texan parks and other merchants. Trade show booth table covers and pull-up displays are also being created. The app is initially being marketed to locals, merchants and Winter Texans. All upcoming advertising will also promote ThinkWeslaco.

NATURE TOURISM ADVERTISING

The Weslaco Nature Hot Spots brochure was updated and 10,000 were printed. The brochure includes all nature sites in Weslaco, a locator map, and a bird and butterfly check list. The brochure will be distributed to the Travel Information Centers around the state and used by the Weslaco Nature Centers.

The Valley Nature Center, Frontera Audubon and Estero Llano Grande have provided information and photos for the Chamber to design a Weslaco Nature Park brochure. This is underway.

Chamber purchased 480 Lower Texas Coast Birding Maps to be distributed by Weslaco nature centers and at the Visitors Center.

VISITOR CENTER

Chamber Visitor Center Director Jason Vargas has increased the available literature from around the State of Texas. Rack cards on all State Parks are now available. Major travel destinations around the state are being contacted to send current literature to Weslaco. The Weslaco Business Visitor Center has become the place to visit when seeking information on destinations in Weslaco, the Rio Grande Valley and throughout the State of Texas.

VISITATION – JUNE & JULY 2016

Visitors	In State/Out of State	Visitor Center Events & Meetings	Attendance
August 700	691 /9	14 events/meetings	650



Standardized Agenda Request Form

Date of Meeting: October 4, 2016		Agenda Item No. (to be assigned by CSO): 2016-400	
From:			
Subject: Report by Parks and Recreation.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			