



**A REGULAR MEETING  
OF THE WESLACO CITY COMMISSION  
TUESDAY, JUNE 18, 2019**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, June 18, 2019 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 on behalf of Smartcom Telephone, LLC. requesting to rezone 408 S. Nebraska. Also being Lot 5, Blk 36, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district.
- B. To solicit input on behalf of AEC Engineering, LLC.. requesting to rezone 2411 N Texas Blvd. also being Lots 1&2, Raq-Lin Subdivision Phase I, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district.

- C. To solicit input on behalf of Jack Hanks requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 303 S. Texas, also being N ½ of Lot 23 and all of Lot 24, Blk 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

#### **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 June 4, 2019. (Staffed by City Secretary's Office.) Attachment.
- B. Approval on second and final reading of the following:
  - 1) Approval on Ordinance 2019-19 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held June 4, 2019; staffed by Finance Department.) Attachment
- C. Approval and acceptance of \$1,582.68 from the Texas State Library and Archives Commission to pay for the non-discounted portion of the Library's Internet Access Service Fees during the 2019 E-Rate funding Year and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment
- D. Authorization for the submission of an application to the Office of the Governor Criminal Justice Division: Internet Crimes Against Children Grant (#3923901) Program with NO LOCAL MATCH REQUIRED and authorize the Mayor to execute any related documents (Staffed by Police Department). Attachment
- E. Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W15 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Hector Zamarripa for Hangar W15 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- F. Approval of the annual renewal for FY 19-21 LRGVDC PSAP Interlocal Agreement for the 911 Public Safety Answering Point Services and authorize the Mayor to execute any related documents. (Staffed by Weslaco Police Department.) Attachment
- G. Approval on Incentive Agreement with Economic Development Corporation of Weslaco and City for financial assistance for the Mid Valley Airport LED lighting project and authorize the Mayor to execute any related documents. (Staffed by



Economic Development Corporation.) Attachment

**V. OLD BUSINESS**

- A. Discussion of the drainage short term projects. Possible action. (There was no action on June 4, 2019; staffed by Engineering Department.) Attachment

**VI. NEW BUSINESS**

- A. Discussion to accept and file the City of Weslaco's Comprehensive Annual Financial Report for fiscal year ending September 30, 2018 as presented by Carr, Riggs & Ingram, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)
- B. Discussion and consideration after public hearing on behalf of Smartcom Telephone, LLC. to approve Ordinance 2019-20 to rezone 408 S. Nebraska also being Lot 5, Blk 36, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-20. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration after public hearing on behalf of AEC Engineering, LLC. to approve Ordinance 2019-21 to rezone 2411 N Texas Blvd. also being Lots 1&2, Raq=Lin Subdivision Phase I, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-21. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration after public hearing on behalf of Jack Hanks approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 303 S. Texas also being N ½ of Lot 23 and all of Lot 24, Blk 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- E. Discussion and consideration on Ordinance 2019-22 amending ordinance number 2018-02, the City of Weslaco Zoning Ordinance; codified as chapter 150 of the Weslaco Code of Ordinances, adopting new regulations related to time limitation (6 months) to reapply for rezone; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-22. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment

- F. Discussion and consideration on agreement with Hidalgo County Elections Department to conduct the City of Weslaco Special Election on July 16, 2019 to fill a vacancy for Commissioner District 4 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.) Attachment
- G. Discussion and consideration to award RFB No. 2018-19-14 for fuel to the most advantageous bidder, Meritum Energy Holdings LP, DBA Pico Propane & Fuels, price agreement effective for one year starting on date of award with an option for an additional year renewal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- H. Discussion and consideration to award RFB No. 2018-19-15 for Street Materials to the most advantageous bidders: Terra Firma Materials, CAPA Materials, Green Dream International, Frontera Materials, and Asphalt Oil Express based on Street Material-Bid Tabulation, price agreement effective for one year starting on date of award with an option for an additional year renewal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment
- I. Discussion and consideration on Ordinance 2019-23 establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-23. Possible action. (staffed by the City Manager.) Attachment
- J. Discussion and consideration to award a purchase contract through TRANE's Buy Board Contract 552-17 to replace and install 1 - 30 ton air-cooled condensing unit at city hall and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks Department.) Attachment
- K. Discussion and consideration to approve a general service contract with Tyler Technologies for Permitting Software and Implementation Services for the EnerGov Suite Software and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

## **VII. EXECUTIVE SESSION**

*Texas Government Code, Section 551 Open Meetings:*

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

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

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

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

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

(1) commits an offense; and

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

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or

- mental or other emotional distress;
- (B) reasonable attorney fees and court costs; and
- (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
  - (1) the defendant had good reason to believe the disclosure was lawful; or
  - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.
- C. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.
- D. Pending Litigation - Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code
- E. Pending Litigation - Consultation with City Attorney related to the city's right-of-way for cell towers in City of McAllen et al v. State of Texas et al as authorized by §551.071 of the Texas Government Code.
- F. Real Property– Consultation with City Attorney on the purchase of real property legally described as West Tract W-3.67ac -S-10ac- N-20ac FT685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.
- G. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by §551.071 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 14th day of June 2019 at 4:30 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/ Myra Ayala, 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/open-government/open-meetings>. Archived video of some meetings are also available.*

**Removed from Bulletin Board**

Date:

Initials:



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                               |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2479 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Subject:</b><br>Certification of Public Notice.                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Background:</b><br>Call to Order, includes the following:<br>A. Certification of Public Notice.<br>B. Invocation.<br>C. Pledge of Allegiance.<br>D. Mayoral recognition.<br>E. Roll Call.                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| Aida Vega<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                |                 | Created/Initiated<br>Final Approval                          |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Staff Recommendation:</b><br><br>A. Mayor will Call to Order and certify Public Notice.<br>B. Pastor David McCann, First Presbyterian Church will lead the invocation.<br>C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag.<br>D. Mayoral recognition.<br>E. City Secretary will call roll.<br>Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken. |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Pledge & Mission 2019                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Greg Kerr, Mayor Pro-Tem, District 2  
Leo Muñoz, Commissioner, District 1  
Jose "J.P." Rodriguez, Commissioner, District 3  
, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, 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



## Standardized Agenda Request Form

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                              |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2531 |  |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Subject:</b><br>To solicit input on behalf of Smartcom Telephone, LLC. requesting to rezone 408 S. Nebraska. Also being Lot 5, Blk 36, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district. |                 |                                                              |  |
| <b>Background:</b><br>The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2019.               |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                   |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                               | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Public Hearing                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on May 20, 2019.    |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the rezone request on June 5, 2019.                                                                                             |                 |                                                              |  |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                       |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Solicit public comments.                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval based on 2040 Land Use Map                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will notify applicant.                                                                                                                                                                                                                |                 |                                                              |  |



## Standardized Agenda Request Form

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                           |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2532 |  |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>To solicit input on behalf of AEC Engineering, LLC.. requesting to rezone 2411 N Texas Blvd. also being Lots 1&2, Raq-Lin Subdivision Phase I, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district. |                 |                                                              |  |
| <b>Background:</b><br>The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Twenty-six (26) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2019.        |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                            | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Public Hearing<br>Ordinance - First Reading<br>Ordinance - Final Reading                                                                                                                                                                     |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                       |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on May 20, 2019. |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the rezone request on June 5, 2019.                                                                                          |                 |                                                              |  |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                    |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Solicit public comments.                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval based on 2040 Land Use Map                                                                                                                                                                                               |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will notify applicant.                                                                                                                                                                                                             |                 |                                                              |  |





## Standardized Agenda Request Form

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                          |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2533 |  |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Subject:</b><br>To solicit input on behalf of Jack Hanks requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 303 S. Texas, also being N ½ of Lot 23 and all of Lot 24, Blk 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.   |                 |                                                              |  |
| <b>Background:</b><br>The applicant is requesting to obtain a Conditional Use Permit obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit. Twenty-two (22) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2019                            |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                           | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Public Hearing                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on May 20, 2019. |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the rezone request on June 5, 2019, with the condition that one security guard be on duty during late hours period                                                          |                 |                                                              |  |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                                                                   |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Solicit public comments.                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will notify applicant.                                                                                                                                                                                                                                                            |                 |                                                              |  |



## Standardized Agenda Request Form

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                      |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2484 |  |
| <b>From:</b>                                                                                                                                                  |                 |                                                              |  |
| <b>Subject:</b><br>Approval of the Minutes of the Regular Meeting on June 4, 2019. (Staffed by City Secretary's Office.) Attachment.                          |                 |                                                              |  |
| <b>Background:</b><br>Record of commission action of the regular meeting on June 4, 2019.                                                                     |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                           |                 |                                                              |  |
| Amount:                                                                                                                                                       | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                            |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                  |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b> |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                     |                 |                                                              |  |
| Aida Vega                                                                                                                                                     |                 | Created/Initiated                                            |  |
| Mike Perez                                                                                                                                                    |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                     |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>190604 minutes                                                                                                                 |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                        |                 |                                                              |  |



**MINUTES OF REGULAR MEETING  
OF THE WESLACO CITY COMMISSION  
TUESDAY, JUNE 4, 2019**

On Tuesday, June 4, 2019, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

|          |               |                |
|----------|---------------|----------------|
| PRESENT: | Mayor         | David Suarez   |
|          | Mayor Pro-Tem | Greg Kerr      |
|          | Commissioner  | Letty Lopez    |
|          | Commissioner  | Josh Pedraza   |
|          | Commissioner  | J.P. Rodriguez |
|          | Commissioner  | Leo Muñoz      |

ABSENT: None.

|        |                |                     |
|--------|----------------|---------------------|
| STAFF: | City Manager   | Mike R. Perez       |
|        | City Secretary | Myra L. Ayala Garza |
|        | City Attorney  | Juan E. Gonzalez    |

Also present: Aida Vega, Deputy City Secretary; Andrew Munoz, Airport Director/Asst. City Manager, Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Leo Gonzalez, Information Technology Director; Ben Worsham, City Engineer/Planning Director; Robert Lopez, Asst. Police Chief, Antonio Lopez, Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Martin Mata, Asst. Library Director; and other staff members and citizens.

**I. CALL TO ORDER**

**A. Certification of Public Notice.**

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 31, 2019.

**B. Invocation.**

Father Ernest Ukwueze, San Martin de Porres Catholic Church, led the invocation.

**C. Pledge of Allegiance.**

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

**D. Mayoral Recognition.**

None.

Mayor Suarez called on a moment of silence for Soyla Gonzalez

E. Roll Call.

Myra L. Ayala Garza, City Secretary, called the roll, noting perfect attendance.

**II. PUBLIC COMMENTS**

Sheila Shidler, Executive Director, Weslaco Museum, reported ongoing construction at the museum for an area to honor military members; paver to be installed in front of Museum will be in memory of Soyla Gonzalez; reported on upcoming event Here Comes the Bride; exhibits for June focus on Weslaco 100 celebration; July focus on Emergency Services; November 9 Celebration Pan de Campo extending an invitation to commission; introduced the Board of Directors and thanked the commission for their support.

**III. 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 May 7, 2019 and May 23, 2019. (Staffed by City Secretary's Office.)

B. Acceptance of the Affiliation Agreement between the The University of Texas Rio Grande Valley (UTRGV) and the City of Weslaco Police Department's Case Manager to serve as a Facility Liaison for UTRGV students entering Social Services Internship. (Staffed by Police Department).

C. Approval on Resolution 2019-55 to apply and accept the Hidalgo 2018 OPSG Stonegarden Grant through eGrants for border security initiatives in the amount of \$175,000.00 with NO LOCAL MATCH required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Terry Barbee for Hangars E11-14 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Arthur Beckwith D/B/A Beckwith Farms for Hangars E11-14 and authorize the Mayor to execute any related documents. (Staffed by Airport.)

E. Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Shari Pate for Hangars W15-16 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W16 and authorize the Mayor to execute any related documents. (Staffed by Airport.)

F. Acceptance of free books from South Texas Literacy Coalition and authorize the Mayor to execute any related documents. (Staffed by the Library) Background.

Mayor Pro Tem Kerr, seconded by Commissioner Pedraza moved to approve consent agenda items A through F as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record, is the resolution.

RESOLUTION NO.2019-55

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the HIDALGO-2018 OPERATION STONEGARDEN be operated for the fiscal year 2019 through 2020; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Homeland Security Grant Program grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the HIDALGO-2018 OPERATION STONEGARDEN to the Office of the Governor.

Grant Number: **3173404**

Passed and approved this 4th, day of June 2019.

Signed by:

CITY OF WESLACO  
/s/David Suarez, MAYOR

ATTEST:

/s/Myra L. Ayala Garza, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

#### **IV. APPOINTMENTS**

A. Discussion and consideration to approve Resolution 2019-56 appointing members to expired terms on the Weslaco Mid Valley Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Munoz, Asst. City Manager/Airport Director, recommended approval of those members' terms that have expired (6) be re-appointed and noted member Raul Cabaza III was appointed to an un-expired term ending June 2020 with no action required for his term. Those members' terms who have expired expressed continued interest serving and requested an exemption for Randal Summers, who serves on the Planning and Zoning Commission.

Mayor Pro Tem Kerr, seconded by Commissioner Pedraza moved to approve Resolution 2019-56 appointing Art Beckwith, Don Holmes, Bud Payne, Terry Barbee, Ramon Montalvo III and Randal Summers with exemption as presented. The motion carried unanimously; Mayor Suarez was present and voting.

RESOLUTION NO. 2019-56

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO MID-VALLEY AIRPORT COMMITTEE.

WHEREAS, the City of Weslaco has established the Weslaco Mid-Valley Airport Committee pursuant to Chapter 6 Airport Section 6-34 of the Weslaco Municipal Code of Ordinances; and,

WHEREAS, the members of this board shall serve staggered terms of three years with not more than three committee member's terms expiring on the same date; and,

WHEREAS, the Weslaco Mid-Valley Airport Committee members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individuals are appointed to serve expired and un-expired terms on the Weslaco Mid-Valley Airport Committee.

| <u>NAME</u>        | <u>TERM ENDING</u> |
|--------------------|--------------------|
| Art E. Beckwith    | June 8, 2021       |
| Don Holmes         | June 8, 2021       |
| Bud Payne          | June 8, 2021       |
| Terry Barbee       | June 8, 2022       |
| Randall Summers    | June 8, 2022       |
| Ramon Montalvo III | June 8, 2022       |

CITY OF WESLACO  
/s/David Suarez, MAYOR

ATTEST:  
/s/Myra L. Ayala Garza, CITY SECRETARY

APPROVED AS TO FORM:  
/s/Juan E. Gonzalez, CITY ATTORNEY

**V. NEW BUSINESS**

A. Discussion and consideration to approve Ordinance 2019-19 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-19. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, presented the mid-year budget amendments that address emergency expenditures, unforeseen expenditures or fund accounts necessary to carry until the current fiscal year. Mr. Vidal reported on six (6) accounts; noting a correction to the general fund for overtime in the police department was \$30,000 not \$114,000 impact to general fund total \$455,000 (various departments) ; impact to the water fund is \$187,024 (water meters) ; Wastewater Fund impact \$731,426 (repairs lift stations, water/sewer lines); Solid Waste impact is \$1,450 and Stormwater Fund impact \$1,332,007(land acquisition, equipment and engineering services). Monies coming from the fund balance.

In response to Mayor Suarez, the general fund has a healthy fund balance. The City Manager noted the water and sewer funds will be monitored closely.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve Ordinance 2019-19 adopting a mid-year budget amendment on first reading as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on extension of franchise agreement with Liquid Environmental Solutions for grease trap collection and disposal services not to exceed seven years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Joe Pedraza, Health Official, stated this would be the second renewal to an original contract date of 2005; city has been with vendor 14 years; franchise fees collected in 2018 totaled \$29,860; service under 200 customers in the city; contracting for this service ensures compliance with ordinance for restaurants to clean their grease traps and minimizes the amount of grease into the lift stations. Staff recommends approval. The City Manager stated vendor will generate a report on those businesses having higher concentration of grease to address it with them and this is the last extension permitted.

In response to Mayor Pro Tem Kerr and Commissioner Muñoz; no cost to the city; owner pays for the service; city receives a franchise fee that is competitive and can be extended not to exceed seven years as outlined in the original proposal; the last request for proposal was in 2004. The City Attorney stated any option of term can be entertained to the vendor. Mayor Suarez recommended one-year extension and solicit proposals.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve a one (1) year extension of franchise agreement with Liquid Environmental Solutions for grease trap collection and disposal services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to purchase a 2019 190GW FT4 Wheeled Excavator in the amount of \$192,720.85 from Dogget Heavy Machinery Services, through Buyboard Contract #515-16 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Mike Perez, City Manager, stated the small excavator in use is 18 years old; repairs on existing equipment is costly; staff solicited proposal for a wheeled excavator and a recommends approval stating a wheeled excavator would be more efficient. The City would receive about \$17,000 for old equipment and monies from bond issuance would pay for the purchase.

In response to Commissioner Pedraza, the expenditure does not affect the drainage improvements projects.

Commissioner Muñoz, seconded by Commissioner Lopez moved to approve purchase of a 2019 190GW FT4 Wheeled Excavator in the amount of \$192,720.85 from Dogget Heavy Machinery Services, through Buyboard Contract #515-16 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Ratification of Purchase Order No. 19-03048 to contract Southern Trenchless Solutions for emergency repairs of a collapsed sewer line located at FM 1015 from Mooreland Dr. to Lift Station No. 21, in the amount not to exceed \$276,969.00, and authorize a budget as may be required the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

The City Manager stated staff was in the process to solicit proposals for repairs; recent rains contributed to the collapsed line creating the emergency for repairs that began. Marcel Cosme, Water/Wastewater Superintendent, stated underlying issues for the line were manholes uncovered were buried underneath FM1015; line is 18-20 feet deep; by-pass pump used to identify damages; presented a brief video showing damages of the line that included separation of joints and accumulation sand buildup in the line.

In response to Commissioner Rodriguez, contributing factors for the collapsed line is heavy traffic, line is 60 years old, clay and ground water seeping into the line.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ratification of Purchase Order No. 19-03048 to contract Southern Trenchless Solutions for emergency repairs of a collapsed sewer line located at FM 1015 from Mooreland Dr. to Lift Station No. 21 in the amount not to exceed \$276,969.00 as presented. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

E. Discussion and consideration of the drainage short term projects. Possible action. (Staffed by Engineering Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to discuss.

The City Manager briefly outlined the projects from proceeds of the \$4 million certificates of obligations to include drainage improvements for Merida and Austin Street; flat gates installation; new crossing South side of the City; the bond issuance of \$10million would include construction of detention facility on South FM 88, detention pond behind Clecker-Heald School noting EDC approved financial assistance over \$100,000 (salary-3 individuals, supplies and equipment) to assist in the drainage detention facilities; storm drain improvements on Pleasantview estimated at \$4.7million will be solicited for proposals and \$3.5million to be used for city's match for grants. The City Manager stated he will recommend the drainage ad hoc committee be an advisory committee. An ordinance establishing the board will be presented at the next meeting.

Andrew Muñoz gave a status on grants submitted to Army Corps of Engineering and Texas Department of Emergency Management.

In response to Commissioner Muñoz, no action necessary, projects ready to proceed with design plans 30% flat gates and 95% detention facility complete and staff can present to the commission and community of the projects; projects in order outlined; any work staff can do will be done in-house.



No action.

F. Discussion and consideration on Memorandum of Understanding by and between City of Weslaco and Research, Applied Technology, Education, and Service (RATES) for the summer internship program (MOA #R-RGV-SIP-2019-00001) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Ben Worsham, City Engineer, stated the agreement will provide for three summer interns with cost to the City of \$7,000 and RATES program share of \$3,500. Staff recommends approval.

In response to Commissioner Pedraza, the interns will be verifying field information and inventory of utilities.

Commissioner Pedraza, seconded by Commissioner Lopez moved to approve Memorandum of Understanding by and between City of Weslaco and Research, Applied Technology, Education, and Service (RATES) for the summer internship program (MOA #R-RGV-SIP-2019-00001) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

## **VI. REPORTS**

### **A. Report by Weslaco Area Chamber of Commerce.**

Barbra Jean Garza, CEO, reported on upcoming plans for a Traveling Exhibit, a Weslaco Youth Ambassador Program and Young Entrepreneurs Summer Camp; reported on advertising for May campaigns in Mexico; billboards along I-2/Expressway 83 and digital promotions at Airport; visitors for the month was 1,010 includes in-state and out-of-state with fourteen facility reservations.

### **B. Report by Economic Development Corporation of Weslaco.**

Steve Valdez, EDC Director, reported a luncheon for Weslaco companies was held to promote customized training by South Texas College Mid Valley Campus; application for Kapal Cabinet House for nomination as an Enterprise Zone Project was submitted; attended the ICSC RECON with commercial realtors, developers and retail representatives; reported July 4<sup>th</sup> activities included three bands; summary leads was 64.

### **C. Report by Weslaco 100 Committee.**

Debbie Rektorik, Vice-Chair of Weslaco 100 Committee, stated scheduled events were in the final planning stage; fundraising activity included a golf tournament and Weslaco 100 banners; luncheon scheduled the weekend of July 8 extending an invitation to the commission; celebratory activities begin December 6-10; closing ceremony and fire work display is December 10; introduced the Weslaco 100 Committee and thanked the commission, staff, Weslaco Museum and sponsors.

### **D. Report by Inframark.**

George Quintana, Project Manager II Inframark, reported for the water treatment plant 5.59 million gallons of water treated; water plant 2 running no issues and chemical bulk tanks operational and

at full capacity; North wastewater plant 2.17-million-gallon water treated and no violations; South Wastewater Plant treated 1.54 million gallons of water; UV module electrical and rotor repairs ongoing and no violations.

E. Report by Airport.

Andrew Munoz went over the 2018 fuel sales and cost for JetA; overviewed the fuel sale history and revenue collections for fuel sales, hanger rentals, land lease, tie downs and retail sales; accentuated on available Itinerant Flights and airport projects.

**VII. EXECUTIVE SESSION**

At 6:07 p.m. Commissioner Pedraza seconded by Commissioner Muñoz, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:53 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

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

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

No action.

B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.

No action.

C. Legal Consultation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

No action.

D. Pending Litigation - Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code

No action.

E. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.

F. Legal Consultation - Seek City Attorney opinion on potential litigation concerning a trailer located East of Pleasantview Drive on E Expressway Frontage as authorized by §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with City Attorney on potential litigation as related to the Weslaco Animal Shelter as authorized by §551.071 of the Texas Government Code.

No action.

H. Legal Consultation - Consultation with City Attorney on Notice of potential litigation by Jose Julian Chavez represented by P. Garza, Law Firm, P.C. as authorized by §551.071 of the Texas Government Code.

No action.

I. Legal Consultation - Consultation with City Attorney on potential litigation on claim filed by Roberto Perez for damages to property as authorized by §551.071 of the Texas Government Code.

No action.

J. Real Property– Consultation with City Attorney on the purchase of real property legally described as West Tract W3.67AC-S10AC-N20AC FT685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.

Commissioner Muñoz seconded by Commissioner Pedraza moved to authorize the City Manager and staff negotiate the purchase of real property as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

## **IX. ADJOURNMENT**

Commissioner Muñoz seconded by Commissioner Pedraza moved to adjourn the meeting at 7:58 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

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MAYOR, David Suarez

ATTEST:

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Myra L. Ayala Garza, CITY SECRETARY

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MAYOR PRO-TEM, Greg Kerr

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COMMISSIONER, Leo Muñoz

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COMMISSIONER, Jose “J.P.” Rodriguez

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VACANT  
\_\_\_\_\_  
COMMISSIONER,

\_\_\_\_\_  
COMMISSIONER, Letty Lopez

\_\_\_\_\_  
COMMISSIONER, Josh Pedraza



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                 |                                                                   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2511      |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                 |                                                                   |  |
| <b>Subject:</b><br>Approval on Ordinance 2019-19 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held June 4, 2019; staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                 |                                                                   |  |
| <b>Background:</b><br>A mid-year budget amendment is typically done to take into consideration previous City Commission actions that addressed emergency expenditures, a review of midyear financials that indicates overages in line items that could not be anticipated during budget preparation, or to plan other unfunded items that will be necessary before the end of the current fiscal year. When possible, we have tried to identify sources of revenue that can be used to cover the increased expenditures, but most expenditures will need to be funded from fund balance. Despite using fund balance, a sufficient amount of reserves will remain in place to cover 25% (or 90 days) of operating reserves, which is in accordance with our Fund Balance policy |                                                                                                                 |                                                                   |  |
| <b>Funding Source</b> (budget code, if applicable):<br>General Fund fund balance - 101-30055500<br>Water Fund fund balance - 501-30034000<br>Wastewater Fund - 508-30034000<br>Solid Waste Fund - 540-30034000<br>Water/Sewer Projects<br>Storm Water Improvement Plan - 416-30034000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                 |                                                                   |  |
| Amount: \$539,167.00<br>\$187,024.00<br>\$731,426.00<br>\$1,450.00<br>\$0.00<br>\$1,332,007.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Term of Impact: BA FY 2018-2019<br>FY 2018-2019<br>FY 2018-2019<br>FY 2018-2019<br>FY 2018-2019<br>FY 2018-2019 | Identified in Current Budget:<br>No<br>No<br>No<br>No<br>No<br>No |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading<br>Ordinance - Final Reading                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                 |                                                                   |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                 |                                                                   |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                 |                                                                   |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                 |                                                                   |  |
| Aida Vega<br>Vidal Roman                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                 | Created/Initiated<br>New                                          |  |

|                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------|
| Mike Perez                                                                                                                     |
| <b>City Manager Comments:</b><br>Approve.                                                                                      |
| <b>Staff Recommendation:</b><br>Approve.                                                                                       |
| <b>Attachments, if any:</b><br>General fund budget amndmnt, Budget amendment - Other Funds, O2019-19 mid-year budget amendment |
| <b>Responsibilities upon Approval:</b>                                                                                         |

| Account Number         | Dept / Function | Description                              | Expenditure | Revenue             |
|------------------------|-----------------|------------------------------------------|-------------|---------------------|
| 101-4000-471100        | Revenue         | Property Rental not budgeted             | \$ -        | \$ 68,000           |
| 101-4000-478910        | Revenue         | State of the City contributions          |             | 19,280              |
| 101-4000-451330        | Revenue         | NIBRS Grant                              |             | 904,025             |
| 101-4000-453210        | Revenue         | WISD - equip school placement vehicles   |             | 30,000              |
| 101-4000-452342        | Revenue         | LRGVDC -enhance PSAP Operations          |             | 26,349              |
| 101-4000-493000        | Revenue         | Other financing sources                  |             | 29,962              |
| 101-5511-510010        | Planning        | Reduce Wages to offset some cost         | (20,000)    |                     |
| 101-5511-510030        | Planning        | Temporary Wages                          | 30,000      |                     |
| 101-5511-550100        | Planning        | Capital Outlay - Siemens Project         | 136,000     |                     |
| 101-5511-522440        | Planning        | Postage                                  | 2,000       |                     |
| 101-5511-544009        | Planning        | Animal Warden - offset cost              | (1,000)     |                     |
| 101-5511-533010        | Planning        | Professional Services - Engineering Svcs | 47,320      |                     |
| 101-5103-533010        | City Secretary  | Drainage Bond & Special Election         | 50,000      |                     |
| 101-5100-544046        | City Secretary  | Miscellaneous Expense overrun            | 19,280      |                     |
| 101-5202-510080        | Police          | OVERTIME                                 | 30,000      |                     |
| 101-5202-511160        | Police          | Workers Compensation adjustment          | (40,838)    |                     |
| 101-5202-544012        | Police          | Clothing & Linen                         | 1,899       |                     |
| 101-5202-555639        | Police          | Maintenance - Radios (RGV Group)         | 18,948      |                     |
| 101-5202-522810        | Police          | Other services - Offset by grant         | 904,025     |                     |
| 101-5202-522810        | Police          | Equipment                                | 56,349      |                     |
| 101-5206-510080        | Fire            | OVERTIME                                 | 110,000     |                     |
| 101-5206-511160        | Fire            | Workers Compensation adjustment          | (15,105)    |                     |
| 101-5206-522632        | Fire            | Mtnce - Apparatus for re-cert Ladder 1   | 10,000      |                     |
| 101-5206-533010        | Fire            | Professional Services -Drug Testing      | 4,000       |                     |
| 101-5206-548020        | Fire            | Eqpt - Camera for new Brush Truck        | 13,000      |                     |
| 101-5208-544021        | EMS             | Medical Supplies - increase on calls     | 15,000      |                     |
| 101-5208-544021        | EMS             | Other supplies - additional calls        | 5,000       |                     |
| 101-5111-55010         | I.T.            | Capital Outlay - PEG funds for A/V       | 29,962      |                     |
| 101-5304-510080        | Streets         | Overtime - additional streets repairs    | 10,000      |                     |
| 101-5404-522636        | Parks           | Mtnce Vehicles - additional events       | 1,000       |                     |
| 101-5404-510080        | Parks           | Overtime - additional events             | 5,000       |                     |
| 101-5101-510080        | Buildings       | Overtime - unforeseen events             | 5,000       |                     |
| 101-5101-522380        | Buildings       | Utilities -Boys&Girls cntr not budgeted  | 15,000      |                     |
| 101-5101-550100        | Buildings       | Capital Outlay -unfunded HVAC/Lighting   | 35,000      |                     |
| 101-5140-522080        | Other           | Insurance & Bonds                        | 55,943      |                     |
|                        |                 |                                          | 1,532,783   | 1,077,616           |
| Impact on Fund Balance |                 |                                          |             | <u>\$ (455,167)</u> |

| Account                  | Department       | Description                     | Expenditure         | Revenue   |
|--------------------------|------------------|---------------------------------|---------------------|-----------|
| <b><u>Water Fund</u></b> |                  |                                 |                     |           |
| 501-4000-433310          | Revenue          | Water Tapping Fees              | \$ -                | \$ 87,000 |
| 501-4000-492010          | Revenue          | Sale of Assets                  |                     | 16,476    |
| 501-5312-533012          | Water Treatment  | Inframark Annual increase       | 50,000              |           |
| 501-5314-550100          | Wa. Distribution | WTP removal of Pipes            | 10,500              |           |
| 501-5315-522840          | Meter Division   | Unanticipated additional meters | 230,000             |           |
|                          |                  |                                 | 290,500             | 103,476   |
|                          |                  | <b>Impact on Fund Balance</b>   | <b>\$ (187,024)</b> |           |

|                               |               |                                      |                     |       |
|-------------------------------|---------------|--------------------------------------|---------------------|-------|
| <b><u>WasteWater Fund</u></b> |               |                                      |                     |       |
| 508-5322-550100               | WW Treatment  | Lift station repairs & pump repairs  | \$ 250,000          | \$ -  |
| 508-5324-510080               | WW Collection | Workers comp overbilling             | -                   | 1,000 |
| 508-5324-510080               | WW Collection | Overtime due to line breakage        | 3,000               |       |
| 508-5324-522380               | WW Collection | Utilities - under budgeted           | 50,000              |       |
| 508-5324-522810               | WW Collection | Other Services - unforeseen breakage | 120,000             |       |
| 508-5324-533012               | Wa. Distr     | Inframark Annual increase            | 14,000              |       |
| 508-5324-533012               | Wa. Distr     | Transfer Out                         | 295,426             |       |
|                               |               |                                      | 732,426             | 1,000 |
|                               |               | <b>Impact on Fund Balance</b>        | <b>\$ (731,426)</b> |       |

|                                |  |                               |                 |          |
|--------------------------------|--|-------------------------------|-----------------|----------|
| <b><u>Solid Waste Fund</u></b> |  |                               |                 |          |
| 540-4000-433660                |  | Recycling Fees underestimated | \$ -            | \$ 6,000 |
| 540-5332-510080                |  | Overtime                      | 1,200           |          |
| 540-5332-522636                |  | Maint. - Vehicles             | 2,000           |          |
| 540-5332-544001                |  | Office Supplies               | 350             |          |
| 540-5332-544045                |  | Other Supplies                | 1,000           |          |
|                                |  |                               | 4,550           | 6,000    |
|                                |  | <b>Impact on Fund Balance</b> | <b>\$ 1,450</b> |          |



## CAPITAL PROJECTS FUND

| Account                                   | Department          | Proj. Code | Description                               | Expenditure        | Revenue        |
|-------------------------------------------|---------------------|------------|-------------------------------------------|--------------------|----------------|
| <b><u>Water/Wastewater Fund (502)</u></b> |                     |            |                                           |                    |                |
| 502-4000-490100                           | Revenue             |            | Transfer In                               | \$ -               | \$ 295,426     |
| 502-5324-553120                           | Capital Outlay (CO) | 502-002    | Pipe Burst on 3rd to 7th Street (balance) | 18,457             |                |
| 502-5324-553120                           | Capital Outlay (CO) |            | Pipe Burst on FM 1015                     | 276,969            |                |
|                                           |                     |            |                                           | <u>295,426</u>     | <u>295,426</u> |
|                                           |                     |            | <b>Impact on Fund Balance</b>             | <b><u>\$ -</u></b> |                |

|                                          |                |          |                               |                              |          |
|------------------------------------------|----------------|----------|-------------------------------|------------------------------|----------|
| <b><u>Stormwater Impr Plan (416)</u></b> |                |          |                               |                              |          |
| 416-5307-550100                          | Capital Outlay | 5307-001 | Engineering Services          | \$ 312,508                   | \$ -     |
| 416-5307-550100                          | Capital Outlay | 5307-002 | Wells Incentive agreement     | 25,000                       |          |
| 416-5307-550100                          | Capital Outlay | 5307-004 | Land Acq. - Detention Pond    | 261,810                      |          |
| 416-5307-553120                          | Capital Outlay | 5307-003 | Tractor & Scraper             | 425,968                      |          |
| 416-5307-553120                          | Capital Outlay |          | Excavation Cost               | 114,000                      |          |
| 416-5307-553120                          | Capital Outlay | 5307-005 | Wheeled Excavator             | 192,721                      |          |
|                                          |                |          |                               | <u>1,332,007</u>             | <u>-</u> |
|                                          |                |          | <b>Impact on Fund Balance</b> | <b><u>\$ (1,332,007)</u></b> |          |

|                                |  |  |                               |              |              |
|--------------------------------|--|--|-------------------------------|--------------|--------------|
| <b><u>Solid Waste Fund</u></b> |  |  |                               |              |              |
| 540-4000-433660                |  |  | Recycling Fees underestimated |              | 6,000        |
| 540-5332-510080                |  |  | Overtime                      | 1,200        |              |
| 540-5332-522636                |  |  | Maint. - Vehicles             | 2,000        |              |
| 540-5332-544001                |  |  | Office Supplies               | 350          |              |
| 540-5332-544045                |  |  | Other Supplies                | 1,000        |              |
|                                |  |  |                               | <u>4,550</u> | <u>6,000</u> |
|                                |  |  | <b>Impact on Fund Balance</b> | <b>1,450</b> |              |

## **ORDINANCE 2019-19**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2018-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, FINDING NEED TO AMEND THE 2018-2019 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 2018-2019 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 2018-2019 Official Budget, adopted by Ordinance 2018-27, 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 4<sup>th</sup> day of June 2019.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this 18<sup>th</sup> day of June 2019.

**CITY OF WESLACO**

---

David Suarez, **MAYOR**

**ATTEST:**

---

Myra L. Ayala Garza, **CITY SECRETARY**

**APPROVED AS TO FORM:**

---

Juan E. Gonzalez, **CITY ATTORNEY**



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2522 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Subject:</b><br><br>Approval and acceptance of \$1,582.68 from the Texas State Library and Archives Commission to pay for the non-discounted portion of the Library's Internet Access Service Fees during the 2019 E-Rate funding Year and authorize the Mayor to execute any related documents. (Staffed by Library Department).                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Background:</b><br>The Libraries Connecting Texas (LCT) program sponsors reimbursements from Texas State Library and Archives Commission (TSLAC) for participating Libraries to support internet services. The majority of cost for internet services are covered thru the ERate program. This program covers much of the remainder and the Mayor Joe V. Sanchez Public Library will thus receive internet services at almost no cost this year. The Library will receive a reimbursement in the amount of \$1,582.68 to pay for non-discounted portion of the Library's Internet access service fees during the 2019 E-Rate funding year. The E-Rate Funding Year 2019 is currently defined as July 1, 2019 to June 30, 2020. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b><br>NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>None at this time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| Martin Mata<br>Arnold Becho<br>Vidal Roman<br>Leo Gonzales<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 | Created/Initiated<br>Approved<br>New                         |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |

**Attachments, if any:**

Libraries Connecting Texas Reimbursement Contract Between Texas State Library and Archives Commission and Mayor Joe V Sanchez Public Library Agreement, memo  
- Consideration to accept non-discounted monies for Internet Access

**Responsibilities upon Approval:**

Finance will need to create a Direct Deposit Authorization form so that the library can advance the funds. Also a Taxpayer Identification Numbers (TIN) will be required.  
After the signature is signed by the Mayor, please return copies to the Library Director.

# Libraries Connecting Texas Reimbursement Contract

Between

Texas State Library and Archives Commission

And

\_\_\_\_\_**Mayor Joe V Sanchez Public Library**\_\_\_\_\_

This reimbursement contract ("Contract") sets forth the terms and conditions applicable to the Contract arrangement between the Texas State Library and Archives Commission ("TSLAC") and the \_\_\_\_ Mayor Joe V Sanchez Public Library \_\_\_\_ ("Library"), a participant in the Texas State Library and Archives Commission's Libraries Connecting Texas Project. This Contract is entered into pursuant to the applicable Subsections of Texas Government Code Section 441.

## I. Project Overview and Background

1. In conducting a statewide speed test in 2016, TSLAC found that only 6% of Texas public libraries were meeting the FCC's benchmarks for connectivity necessary to serve their specific population size. By increasing connectivity capacity, public libraries in Texas help ensure every member of their community has an equal opportunity to succeed both personally and professionally. Broadband (high speed Internet) enables library patrons to more effectively and efficiently access the indispensable services at their local public library, including job searching tools, consumer health information, e-government resources, and small business assistance. This project directly addresses two goals outlined in the Commission's 2017-2021 Agency Strategic Plan: Goal 1: "To articulate and advance the value of Texas libraries as essential to our communities," and Goal 6: "To support efforts to ensure digital inclusion for Texans."
2. Pursuant to Rider 11 in TSLAC's appropriations in Senate Bill 1, General Appropriations Act, 85<sup>th</sup> Legislative Session, the agency was appropriated \$1 million out of the Economic Stabilization Funds dedicated to help public libraries increase the capacity of their broadband Internet speed during State Fiscal Years 2018 and 2019. These funds are to be used in connection with providing aid to public libraries that successfully qualify and secure a federal E-rate discount, associated Universal Service Fund funding, and E-rate support through the federal E-Rate initiative in compliance with FCC rules and requirements ("Participating Libraries").
3. The **Libraries Connecting Texas ("LCT")** project includes a reimbursement subsidy from TSLAC for the Participating Libraries to support the non-discounted portion of a Participating Library's E-rate funding request for Category One Internet access service (and Category Two services, if necessary) during E-rate Funding Year 2019. Category One and Category Two services are defined at the following link: <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

## II. TSLAC Obligations

1. Provided that the Library identified above qualifies as, and remains, a Participating Library (as defined in Section I above) and has become E-Rate Qualified (as defined below), TSLAC agrees to provide to Library one-on-one support and training from a professional E-rate coaching firm to assist in the application process.
2. TSLAC further agrees to provide to Library a state-funded reimbursement subsidy in the amount of **\$1,582.68** ("Maximum Reimbursement Amount") to pay for the non-discounted portion of the

Library's Internet access service fees due during the 2019 E-rate funding year ("E-rate Funding Year 2019"), to support increased Internet connectivity to the Library.

3. The E-rate Funding Year 2019 is currently defined as July 1, 2019 to June 30, 2020

### **III. Participating Library Obligations**

1. In addition to qualifying as a Participating Library, to receive the benefits of the Project as outlined in this Contract, the Library must: (1) submit a request for competitive bids to the Universal Service Administrative Company ("USAC"); (2) review the subsequent offers; (3) select a preferred vendor; (4) apply to USAC for approval for the desired purchases; and (5) expend all funds available under this Reimbursement Contract.
2. Participating Library must expend reimbursable funds available under this Reimbursement Contract in compliance with the standard State of Texas Terms and Conditions as outlined in the attached Appendix A, updated September 15, 2015 and in 2018. Appendix A is hereby incorporated by reference into this Reimbursement Contract as if fully set forth herein, and according to guidelines provided by the Libraries Connecting Texas Project. Project guidelines are available at the following link: <https://www.usac.org/sl/applicants/beforeyoubegin/definitions.aspx>. These Project guidelines are also hereby incorporated into this Reference Contract by reference as if fully set forth herein (collectively "E-Rate Qualified").
3. The Participating Library must return to TSLAC any Reimbursement amount not expended within the E-Rate Funding Year, as defined in Section II above, or in accordance with other Contract requirements.
4. By executing this Contract, Library acknowledges and agrees to comply with these requirements and agrees to provide documentation to TSLAC to demonstrate compliance with the E-Rate Qualified sections of this Contract.
5. Library further acknowledges TSLAC's right to audit and/or review the Library's accounting records relating to this Contract upon reasonable notice by TSLAC to the Library and according to requirements in paragraph 8 of Attachment A.

### **IV. Other Contract Requirements**

1. The Texas State Library and Archives Commission will advance the full Reimbursement Contract amount to the Library upon receipt of a fully executed Contract.
2. This Contract must be executed by an official of the Library's governing entity authorized to enter into this agreement and thereby bind the Library to the terms of the agreement. By signing this Contract, such official represents and warrants to TSLAC that he or she has that authority.
3. Library must report Project expenditures and outcomes in accordance with the requirements and timeline provided by TSLAC. Those requirements and timelines are hereby incorporated by reference as if fully set forth herein.
  - a. Library will submit reports electronically through TSLAC's contract management system (CMS), <https://grants.tsl.texas.gov/>.
  - b. TSLAC will provide Library access to CMS upon receipt of an executed Grant Contract, if Library does not already have access to the system.
  - c. Library must provide sufficient documentation of expenditures to demonstrate that the Library has become E-Rate Qualified and has paid for E-rate discounted Internet services during E-rate Funding Year 2019, and that the costs estimated by the Library at the time of the Funding Commitment Decision Letter ("FCDL") is received by the Library.

- d. Library will submit required expenditure documentation quarterly in the form of copies of Internet service provider bills and proof of payments.
  - e. Participants must also complete brief outcome surveys distributed to Library at intervals determined by TSLAC.
4. If, for whatever reason, the Library does not expend the entire Grant Amount advanced in accordance with the terms of this Contract, the Library will be required to refund any remaining unspent funds to TSLAC in accordance with requirements outlined above.

## **V. Warranties**

Library hereby represents and warrants that:

1. Library shall ensure that it has met all FCC requirements to become, and remain, E-Rate Qualified;
2. Library shall not obligate nor expend the Reimbursement funds on any expenditure except as set forth within this Contract;
3. Library is in good standing with all agencies that regulate any or all aspects of the Library's operations;
4. Library shall comply with all terms and conditions of the USAC, all State of Texas Terms and Conditions outlined in the attached Appendix A, the terms and conditions of any vendor agreement for Library's selected Internet service, and any applicable state, local and federal law; and,
5. Library has the right to become a Participating Library as contemplated under this Grant Contract.

## **VI. Applicable Law and Conforming Amendments**

This Reimbursement Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Library must comply with all laws, regulations, requirements, and guidelines applicable to this Contract as these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of the Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend the State of Texas Terms and Conditions in Appendix A throughout the term of this Contract to incorporate any modifications necessary for TSLAC or Library's compliance with all applicable State and Federal laws and regulations.

## **VII. Contract Term**

This Contract shall become effective upon TSLAC's receipt of the executed document. The Contract will remain in effect until all conditions outlined above have been met, unless modified or terminated earlier by mutual consent. The Contract shall expire no later than 60 days after the end of the E-rate funding year for which the Library received the Reimbursement Award.

## **VII. Authorized Signatures for Contract Execution**

The Contract is hereby executed by the Library's Governing Authority on behalf of the Library. This Contract may only be modified by mutual consent in advance of Contract expiration date (August 31, 2020) and by execution of authorized officials from TSLAC and the Library's Governing Authority.

## **IX. Entire Agreement**

This Contract, including all appendices and all documents referenced by link or incorporated by reference herein ("Incorporated Documents"), reflects the entire agreement between the parties with respect to the subject matter herein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the parties related to such subject matter. By executing this Contract, the Library agrees to strictly comply with the requirements and obligations of this Contract, including all appendices and incorporated documents.



## **X. Contact Information**

Contact information for parties to this Contract are outlined below. All communication relating to this Contract must be directed to the contacts named below, or their successors.

### **Texas State Library and Archives Commission**

Project Representative: Henry Stokes

Position: Library Technology Consultant

Address: PO Box 12927, Austin, TX 78711-2927

Telephone: 512-463-6624

Fax: 512-936-2306

E-mail: [hstokes@tsl.texas.gov](mailto:hstokes@tsl.texas.gov)

For questions about TINS# or direct deposit, please contact Jo Ann Ramirez, Chief Accountant, 512-463-54732, email [jramirez@tsl.texas.gov](mailto:jramirez@tsl.texas.gov).

### **Mayor Joe V Sanchez Public Library**

Project Representative Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

TINS# \_\_\_\_\_

Fiscal Contact Name: \_\_\_\_\_

Funds will be paid by electronic transfer

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### **Authorized Signatures:**

Texas State Library and Archives Commission:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Donna Osborne

Title: Chief Operations and Fiscal Officer

Library Governing Authority:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: **Appendix A**  
**State of Texas Terms and Conditions**

**1. Independent Contractor**

Library and each of Library's employees, representatives, agents and subcontractors shall serve as an independent contractor in participating and performing requirements under this Contract, and shall not be at any time considered employees of Texas State Library and Archives Commission (TSLAC). Library shall ensure that its employees, representatives, agents and subcontractors observe all TSLAC rules and procedures, and all applicable laws and regulations. Library expressly understands and acknowledges that in entering into agreements with Internet vendors, subcontractors or other entities in connection with this Contract, Library shall be solely responsible for payments due to such subcontractors, vendors and other entities. Library shall ensure that any agreements executed with any Internet vendors shall be in compliance with these Terms and Conditions and the Reimbursement Contract.

**2. Confidentiality and Public Information Act**

Notwithstanding any provisions of any contract terms to the contrary, Library understands that TSLAC will comply with the Texas Public Information Act, Texas Government Code (TGC), Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas (the Texas "Public Information Act"). This Contract, any application, letter, report, and any Award amount, along with all data and other information associated therewith and generated or otherwise obtained within reports submitted to TSLAC, may be subject to public disclosure pursuant to Chapter 552. In accordance with TGC Section 2252.907, Library is required to make any information created or exchanged with TSLAC, the State of Texas, or any state agency pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TSLAC, the State of Texas, or any state agency. Library agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information.

**3. Dispute Resolution**

The dispute resolution process provided for in TGC, Chapter 2260, shall be used by TSLAC and Library to resolve any dispute arising under any contract. Neither the execution of any contract, nor the acceptance of any application by TSLAC nor any other conduct of any representative of TSLAC relating to any contract or application shall be considered a waiver of sovereign immunity to suit.

**4. Force Majeure**

TSLAC shall not be responsible for performance under this Contract should such performance be prevented by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of TSLAC. Library shall not be liable to TSLAC for non-performance or delay in performance of a requirement or obligation under this Contract (excluding Library's reporting responsibilities and Library's duty to maintain records) if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence and must be beyond the control of Library, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without Library's fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

**5. Debts or Delinquencies to the State**

TSLAC is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State. Library agrees that, to the extent Library owes any debt or

delinquent taxes to the State of Texas and to the extent applicable and/or allowable under Texas and Federal laws and regulations, TSLAC will withhold any payments or other amounts Library is otherwise owed under this Contract until the debt or delinquent taxes are paid in full. Library agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

#### **6. Indemnification**

LIBRARY SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TSLAC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR INTANGIBLE PROPERTY RIGHTS, AND/OR ANY ACTS OR OMISSIONS OF TSLAC, OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND/OR IN CONNECTION WITH LIBRARY'S INTERNET ACCESS OR ORIGINATING WITH LIBRARY'S INTERNET VENDOR AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY TSLAC WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND TSLAC MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. LIBRARY AND THE TSLAC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### **7. State Auditor**

In addition to and without limitation on the other audit provisions, pursuant to TGC Section 2262.154, the State Auditor's Office (SAO) may conduct an audit or investigation of Library or any other entity or person receiving funds from the State directly under this Contract. The acceptance of funds by Library or any other entity or person directly under this Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Library or other entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Library further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Library related to this Contract.

#### **8. Access and Audit by TSLAC; Record Retention**

At the request of the TSLAC, Library shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Contract, compliance with applicable state or federal laws and regulations, and the operation and management of Library, to TSLAC or its designees for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of TSLAC, TSLAC shall provide Library with up to five (5) business days advance notice of any such examination or audit. The Library must retain all administrative, financial and any other records as are deemed necessary by TSLAC, TSLAC's auditor, the State Auditor's Office or other auditors of the State of Texas for a period of seven (7) years following the completion of the E-rate Funding Year 2019.

#### **9. Termination for Convenience of the State of Texas**

TSLAC reserves the right to terminate this Contract or reduce any amount awarded hereunder at any time, in whole or in part, without penalty, by providing seven (7) calendar days advance written notice, if TSLAC determines that such termination is in its best interest of the State of Texas. In the event of such a termination,

Library shall, unless otherwise mutually agreed upon in writing, cease all activity under this Contract immediately upon the effective date of termination.

#### **10. Termination for Cause**

If Library fails to perform the required obligations according to the provisions of this Contract, TSLAC may, upon written notice of default to Library, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract.

#### **11. Buy Texas**

To the extent applicable, in accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Library shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

#### **12. Equal Opportunity and Drug Free Work Place**

Library represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in connection with this Contract and the performance thereof. Library represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. Sections 8101 – 8106) and maintain a drug free workplace and environment.

#### **13. Funding Limitation**

Library agrees that funding for this Contract is subject to the actual receipt by TSLAC of funds appropriated to TSLAC. Library agrees that the funds, if any, received from TSLAC are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of TSLAC for the purpose of this Contract. Library agrees that notwithstanding any other provision, if TSLAC is not appropriated the funds or if TSLAC does not receive the appropriated funds for this program, or if the funds appropriated to TSLAC for this program are required to be reallocated to fund other state programs or purposes, TSLAC is not liable to pay the Library any remaining balance on this Contract. Library agrees that nothing in this Contract will be interpreted to create an obligation or liability of TSLAC in excess of the Maximum Refund Amount delineated in this Contract.

#### **14. No Assignment**

Library may not subgrant, subcontract or assign any of its rights or duties under this Contract without the prior written approval of TSLAC.

#### **15. No Waiver of Sovereign Immunity**

TSLAC and Library agree that no provision of this Contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

#### **16. No Conflicts of Interest; Accuracy; False Statements**

Library represents and warrants that Library has no actual or potential conflicts of interest in receiving funding from the State of Texas and that Library's receipt of funds under any related contract or application would not reasonably create an appearance of impropriety. The Library has not given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of TSLAC in connection with this Contract. All statements and information prepared and submitted in connection with this Contract, and any request or application, are current, complete and accurate. By signature on this Contract, Library makes all the representations, warranties, guarantees,

certifications and affirmations included in therein. If Library signs the Contract with a false statement or it is subsequently determined that Library has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Library shall be in default and TSLAC may terminate or void the Contract for cause and pursue other remedies available to TSLAC under applicable law. In such event, Library hereby agrees to return the entire Reimbursement Amount in full to TSLAC.

**17. No Use of Contract Funds for Lobbying**

Library shall not use any Contract funds provided by TSLAC to Library to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**18. Severability Clause**

In the event that any provision of this Contract and/or the State of Texas Terms and Conditions is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract and the State of Texas Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**20. Boycott of Israel**

Library hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, boycott Israel as defined under Texas Government Code, Sec. 808.001(1).

# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Greg Kerr, Mayor Pro-Tem, District 2  
Leo Muñoz, Commissioner, District 1  
Jose "J.P." Rodriguez, Commissioner, District 3  
, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

June 11, 2019

To: Mike Perez, City Manager; David Suarez, Mayor; Gregory Kerr, Mayor Pro-Tem; Leo Muñoz, Commissioner; Jose "P" Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner

CC: Martin J. Mata, Vidal Roman, Leo Gonzales

Fr: Arnoldo Becho, Library Director

Re: Consideration to approve funding reimbursement award from the Texas State Library and Archives Commission to the Library's Internet Access.

The Libraries Connecting Texas (LCT) program sponsors reimbursements from Texas State Library and Archives Commission (TSLAC) for participating Libraries to support internet services. The majority of cost for internet services are covered thru the ERate program. This program covers much of the remainder and the Mayor Joe V. Sanchez Public Library will thus receive internet services at almost no cost this year.

The Library will receive a reimbursement in the amount of \$1,582.68 to pay for non-discounted portion of the Library's Internet access service fees during the 2019 E-Rate funding year. The E-Rate Funding Year 2019 is currently defined as July 1, 2019 to June 30, 2020.

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](mailto:abecho@weslacopl.us)



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                 |                   |                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                        |                   | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2524 |
| <b>From:</b><br>Robert Lopez                                                                                                                                                                                                                                                                                                                                    |                   |                                                              |
| <b>Subject:</b><br>Authorization for the submission of an application to the Office of the Governor Criminal Justice Division: Internet Crimes Against Children Grant (#3923901) Program with NO LOCAL MATCH REQUIRED and authorize the Mayor to execute any related documents (Staffed by Police Department).                                                  |                   |                                                              |
| <b>Background:</b><br>The purpose of this announcement is to solicit applications for projects that develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children that encompasses forensic and investigative components, training and technical assistance, victim services, and community education. |                   |                                                              |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                             |                   |                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                                         | Term of Impact:   | Identified in Current Budget:                                |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Resolution                                                                                                                                                                                                                                                                                           |                   |                                                              |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                    |                   |                                                              |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                   |                   |                                                              |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                       |                   |                                                              |
| Robert Lopez                                                                                                                                                                                                                                                                                                                                                    | Created/Initiated |                                                              |
| Robert Lopez                                                                                                                                                                                                                                                                                                                                                    | Approved          |                                                              |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                      | Final Approval    |                                                              |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                       |                   |                                                              |
| <b>Staff Recommendation:</b><br>Recommend Approval                                                                                                                                                                                                                                                                                                              |                   |                                                              |
| <b>Attachments, if any:</b><br>IC-Internet_Crimes_Announce-nc_PY20 (1), FY20 Internet Crimes Against Children Grant Program Resolution                                                                                                                                                                                                                          |                   |                                                              |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                          |                   |                                                              |



## Office of the Governor, Public Safety Office Criminal Justice Division

### Funding Announcement: *Internet Crimes Against Children Grant Program, FY2020*

#### Purpose

The purpose of this announcement is to solicit applications for projects that develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children that encompasses forensic and investigative components, training and technical assistance, victim services, and community education.

#### Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 19 for Trusted Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

#### Eligible Organizations

Applications may be submitted by state agencies and units of local government in Texas. Priority shall be given to programs that prevent technology-facilitated enticement and sexual exploitation of children or the use of the Internet for the production, manufacture, and distribution of child pornography, in support of activities of qualifying Internet Crime Against Children Task Forces recognized by the U.S. Department of Justice.

#### Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

#### Key Dates

| Action                                          | Date                     |
|-------------------------------------------------|--------------------------|
| Funding Announcement Release                    | 05/01/2019               |
| Online System Opening Date                      | 05/01/2019               |
| Final Date to Submit and Certify an Application | 07/01/2019 at 5:00pm CST |
| Earliest Project Start Date                     | 09/01/2019               |

#### Project Period

Projects must begin on or after 09/01/2019 and expire on or before 08/31/2020.



## Funding Levels

The total amount of grant funds available is anticipated to be \$800,000.

Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

Funds may only be used to carry out the prevention of technology-facilitated enticement and sexual exploitation of children or the use of the Internet for the production, manufacture, and distribution of child pornography, in support of activities of qualifying Internet Crime Against Children Task Forces recognized by the U.S. Department of Justice. Eligible costs include:

1. Salary and overtime for investigators and/or prosecutors;
2. Training and/or Travel;
3. Supplies and Direct Operating Expenses; and
4. Equipment.

## Eligibility Requirements

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
3. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

5. Eligible applicants must be in compliance with the Texas Administrative Code (37 TAC Part 7) and all rules established by the Texas Commission on Law Enforcement (TCOLE) regarding the training of law enforcement in Texas; or, contract or reimburse for services with training providers who meet this requirement;
6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;
4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training; and
5. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

**Application Screening:** CJD will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

**Peer/Merit Review:** Applications will be reviewed by CJD staff members or a review group appointed by the CJD executive director.

**Final Decisions:** The Office of the Governor will consider eligibility, reasonableness, and cost effectiveness when making the final funding decisions. Other factors may include overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, CJD may revise projects to address a more limited focus.

## Contact Information

For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2521 |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                                                              |
| <b>Subject:</b><br>Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W15 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Hector Zamarripa for Hangar W15 and authorize the Mayor to execute any related documents. (Staffed by Airport.)                                                                                                                                                                                                                                |                   |                                                              |
| <b>Background:</b><br><p>Tenant Scott Fuller has sold Hangar W15 to Mr. Hector Zamarripa. In the past, the City Commission has requested to terminate existing ground lease agreements when an improvement has been sold and to enter into negotiations with the new tenant.</p> <p>The ground lease agreement being presented is for Hangar W-15, located on the west side of the airport. The proposed hangar lease agreement is for five (5) years, with a one five (5) year renewal option. There is a 3% CPI cap review every three (3) years.</p> |                   |                                                              |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Term of Impact:   | Identified in Current Budget:                                |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                                              |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                                                              |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                           |                   |                                                              |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |                                                              |
| Andrew Muñoz                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Created/Initiated |                                                              |
| Andrew Muñoz                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Approved          |                                                              |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Final Approval    |                                                              |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |                                                              |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                                                              |
| <b>Attachments, if any:</b><br>W15, Hector Zamarripa Bill of Sale, W15, Zamarripa, Hector                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |                                                              |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |                                                              |

**PURCHASE AGREEMENT**  
**Bill of Sale**  
(Hangar 15 West – Weslaco, Texas)

This Purchase Agreement ("this Agreement") is made and entered into effective as of this 17th day of May 2019, by and between Scott Fuller ("Seller") and Hector Zamarrin ("Buyer") relating to Hangar 15 West located at the Mid Valley Airport in Weslaco, Texas ("Hangar"). This agreement is the only agreement relating to the purchase of this property.

**Seller:**

Scott Fuller  
1316 Charlene St  
Edinburg, TX 78539  
(956) 457-2000

**Buyer:**

Hector Zamarrin  
815 Gayfox Ave  
Brownsville Texas

**Legal Description of the Hangar:**

West Tract, Hangar #W15 FT 9 Municipal Airport, Weslaco, Texas

Improvements only (hanger building)

**Condition:**

The hangers are sold "AS IS" with no warranty of any kind by the Seller of any other third party. Property taxes have been paid in full through 2019.

**Purchase Price:**

\$6,000.00

**Paid:**

Paid in Full Cash 5-18-2019  

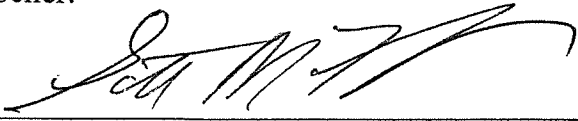

**Ownership Assumed:**

Effective upon signature of this agreement and full payment of the purchase price the Buyer will assume full ownership of the Hangar.

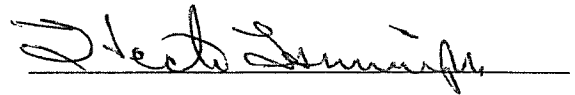
The Buyer also agrees to promptly change the ownership at the Hidalgo County Appraisal Office and present the purchase to Mid Valley Airport so that a lease for the land can be drawn up.

**Agreed to by:**

Seller:

  
\_\_\_\_\_  
Scott Fuller  
5/18/2019  
\_\_\_\_\_  
Date

Buyer:

  
\_\_\_\_\_  
5/18/2019  
\_\_\_\_\_  
Date

**Witnessed by:**

## Lease Agreement

STATE OF TEXAS                    )  
CITY OF WESLACO                )   **KNOW ALL PERSONS BY THESE PRESENTS:**  
HIDALGO COUNTY                 )

This lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Hector Zamarripa, hereinafter referred to as “Lessee” who covenant and agree as follows:

**WHEREAS**, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

**WHEREAS**, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

**WHEREAS**, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

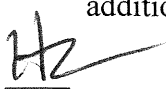
**NOW THEREFORE**, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

### **Section 1.       Lease Premises**

- A) Lessor does hereby lease to Lessee approximately **1,200 sq. ft.** (W-15) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W-15, measuring 30’ feet x 40’ feet as described in Exhibit A.

### **Section 2.       Term**

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

  
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**B) Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement. Thereafter, the Lessor shall have the right to enter and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Term or extension shall not be construed to be the granting or exercise of any extension.

### **Section 3. Consideration**

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **\$336.00**. The first year's payment is to be made on the 1<sup>st</sup> day of July. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3<sup>rd</sup>) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased but shall remain at the same level as was charged during the preceding three (3) year period.

B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.

D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any

  
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personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

#### **Section 4. Use of Lease Premises**

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

  
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with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

  
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- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

## **Section 5. Sublease, Assignment, or Sale**

- A) The Lessee shall not sublease, assign, sell, or transfer this lease agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

## **Section 6. Termination**

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any

  
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personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

## **Section 7. Hold Harmless**

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

## **Section 8. Maintenance of Landing Area**

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

## **Section 9. Non-Discrimination**

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

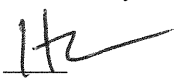
  
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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

## **Section 10. Exclusions**

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to

  
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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

### **Section 11. Force Majeure**

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

### **Section 12. Rights and Remedies**

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

### **Section 13. Notice Requirements**

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.**

**All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.**

  
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B) Notice to Lessor is to be sent to:

Aviation Director  
Weslaco Mid-Valley Airport  
1909 Joe Stephens  
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney  
255 South Kansas Street  
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: Hector Zamarripa  
Address: 815 Grey Fox Circle  
Brownsville, TX 78520-9035

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D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

#### Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,

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PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation

  
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against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

  
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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Weslaco, Hidalgo County, Texas

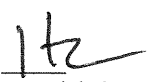
\_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

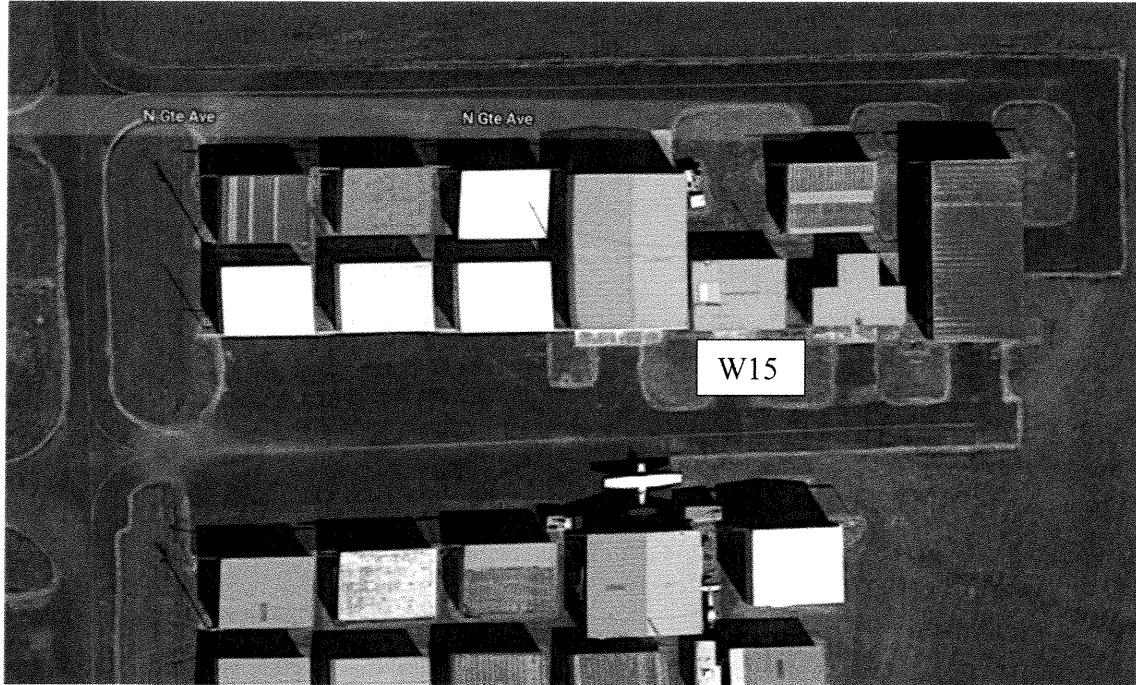
Attest: \_\_\_\_\_  
City Secretary

  
\_\_\_\_\_  
Lessee

  
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**“EXHIBIT A”**

HANGAR W15  
30' x 40'



  
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## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                              |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                     |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2526 |  |
| <b>From:</b><br>Joel Rivera                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Subject:</b><br>Approval of the annual renewal for FY 19-21 LRGVDC PSAP Interlocal Agreement for the 911 Public Safety Answering Point Services and authorize the Mayor to execute any related documents. (Staffed by Weslaco Police Department.)                         |                 |                                                              |  |
| <b>Background:</b><br>To accept and receive the Lower Rio Grande Valley Development Council (LRGVDC) PSAP to continue providing the City of Weslaco the necessary services and equipment to answer emergency calls and authorize the Mayor to execute any related documents. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                          |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                      | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b><br>September 5, 2017 under the Regular Commission Meeting on Consent Agenda 2017-1180                                                                                                           |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                    |                 |                                                              |  |
| Roxanne Saavedra                                                                                                                                                                                                                                                             |                 | Created/Initiated                                            |  |
| Robert Lopez                                                                                                                                                                                                                                                                 |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                   |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Weslaco Police Department Approves renewal of this agreement.                                                                                                                                                                                |                 |                                                              |  |
| <b>Attachments, if any:</b><br>FY 19-21 LRGVDC PSAP INTERLOCAL AGREEMENT                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Obtain original agreements after signature to retain to the City for it's files                                                                                                                                                    |                 |                                                              |  |

# **INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

## **Article 1: Parties & Purpose**

1.1 The Lower Rio Grande Valley Development Council (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region Hidalgo County (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 City of Weslaco - Police Department (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

## **Article 2: Applicable Law**

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

## **Article 3: Deliverables**

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Weslaco Police Department PSAP(s) located at 1912 Joe Stephens Ave Weslaco, TX 78596;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the City of Weslaco; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements **(please refer to Attachment G: Site Requirements)**.

### **3.2 Ownership, Transference & Disposition of Equipment**

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by City of Weslaco and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

### **3.3 Inventory**

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

### 3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

### 3.5 Training

3.5.1 PSAP's are required to attend all trainings scheduled by the RPC regardless if you are a new or existing telecommunicator. Furthermore, the Local Government shall notify the RPC of any new 9-1-1 call takers.

### 3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

#### **Article 4: Performance Monitoring**

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

#### **Article 5: Procurement**

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

#### **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

#### **Article 7: Records**

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;



7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

#### **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

#### **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

#### **Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

## **Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

## **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Lower Rio Grande Valley Development Council  
Attn: 9-1-1 Department  
301 W. Railroad St.  
Weslaco, TX 78596**

The Local Government's address is:

**Weslaco Police Department  
901 N Airport Dr  
Weslaco, TX 78596**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

## **Article 13: Effective Date and Term**

13.1 This Agreement is effective as of **September 1, 2019** and shall terminate on **August 31, 2021**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

#### **Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

#### **Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

#### **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

#### **Article 17. Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

#### **Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

|              |                                                                   |
|--------------|-------------------------------------------------------------------|
| Attachment A | Ownership Agreement                                               |
| Attachment B | Transfer of Ownership Form                                        |
| Attachment C | Scope of Work                                                     |
| Attachment D | PSAP Operations Performance Measures and Monitoring               |
| Attachment E | CSEC Documents – Legislation, Rules and Program Policy Statements |
| Attachment F | Acronyms                                                          |
| Attachment G | Site Requirements                                                 |
| Attachment H | PSAP Equipment Inventory (provided by RPC)                        |
| Attachment I | PSAP Insurance (provided by local government)                     |

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**Lower Rio Grande Valley Development  
Council**

By: \_\_\_\_\_

Printed Name: Ron Garza

Title: Executive Director

Date: \_\_\_\_\_

**City of Weslaco**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Weslaco Police Department, in Hidalgo County, to be the property of Lower Rio Grande Valley Development Council, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

### Lower Rio Grande Valley Development Council

By: \_\_\_\_\_

Printed Name: Ron Garza

Title: Executive Director

Date: \_\_\_\_\_

### City of Weslaco

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment B Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between Lower Rio Grande Valley Development Council (RPC) and                                      (Local Government) dated             , 20    , the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer                   Disposition                   Lost             

Please provide the following information in as much detail as possible.

|                       |                   |
|-----------------------|-------------------|
| Inventory Number      | Current Assignee: |
| Description           | Location:         |
| Serial Number         | Signature:        |
| Acquisition Date      | Date:             |
| Acquisition Cost      | New Assignee:     |
| Vendor                | Location:         |
| Invoice Number        | Signature:        |
| Purchase Order Number | Date:             |
| Condition             |                   |

Continued.....

**Attachment B**  
**Transfer of Ownership Form (continued)**

Action Recommended by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved:    \_\_\_\_ Yes    \_\_\_\_ No

Proceeds, if any: \_\_\_\_\_

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Comptroller

Date: \_\_\_\_\_

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: \_\_\_\_\_

Executive Director (or other appropriate title of agency head)

Date: \_\_\_\_\_

## **Attachment C**

### **Scope of Work**

#### **Section 1.0 — Scope:**

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

#### **1.1 The basic equipment categories are:**

##### **A. 9-1-1 Equipment**

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

##### **B. Ancillary Equipment**

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

#### **Section 2.0 — Program Deliverables:**

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

#### **2.1 Inventory:**

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.



## **Attachment C**

### **Scope of Work (continued)**

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

#### **2.2 Security:**

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

#### **2.3 Maintenance:**

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance [at 9-1-1 @wscicom.com](mailto:9-1-1@wscicom.com).

## **Attachment C**

### **Scope of Work (continued)**

#### **2.4 Supplies:**

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

#### **2.5 Training:**

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

#### **2.6 Facilities:**

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

## **Attachment C**

### **Scope of Work (continued)**

#### **2.7 Operations:**

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

#### **2.8 Master Street Address Guide (MSAG) / GIS Maintenance:**

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

## **Attachment C**

### **Scope of Work (continued)**

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

## **Attachment D**

### **PSAP Operations Performance Measures and Monitoring**

#### **Reports**

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

#### **Logs**

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

#### **Quality Assurance Inspections**

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

## **Attachment E**

### **CSEC Documents**

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. CSEC Rules: <http://www.csec.texas.gov>
3. CSEC Program Policy Statements:  
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

## **Attachment F**

### **Acronyms**

|         |                                                                      |
|---------|----------------------------------------------------------------------|
| LRGVDC  | - Lower Rio Grande Valley Development Council                        |
| CSEC    | - Commission on State Emergency Communications                       |
| APCO    | - Association of Public-Safety Communications Officials              |
| NENA    | - National Emergency Number Association                              |
| RPC     | - Regional Planning Commissions                                      |
| PPS     | - Program Policy Statements                                          |
| UGMS    | - Uniform Grant Management Systems                                   |
| TCLEOSE | — Texas Commission on Law Enforcement Officers Standards & Education |
| PSAP    | - Public Safety Answering Point                                      |
| ADA     | - Americans with Disabilities Act of 1990                            |
| TDD     | - Telecommunications Device for the Deaf                             |
| TTY     | - Teletypewriter                                                     |
| UPS     | - Uninterruptible Power Supply                                       |
| CPE     | - Customer Premise Equipment                                         |
| ANI     | - Automatic Number Identification                                    |
| ALI     | - Automatic Location Identification                                  |
| GPS     | - Global Positioning System                                          |
| GIS     | - Geographic Information System                                      |
| RTX     | - Re-transmit / Re-bid                                               |
| MSAG    | - Master Street Address Guide                                        |
| DBMS    | - Database Management System                                         |
| NRF     | - No Record Found                                                    |
| TNCR    | - Telephone Number Change Request                                    |
| EMS     | - Emergency Management System                                        |

## **Attachment G SITE REQUIREMENTS**

### **1. GENERAL**

#### **1.1. Introduction**

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

### **2. PSAP SITE PREPARATION REQUIREMENTS**

#### **2.1. General Requirements and Guidelines**

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

#### **2.2. Equipment Area**

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.

2.2.4 A  $\frac{3}{4}$  inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.



## **Attachment G**

### **SITE REQUIREMENTS (continued)**

#### **2.3. Structural Requirements and Guidelines**

2.3.1 The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

#### **2.4. Environmental Requirements and Guidelines**

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

#### **2.5. Electromagnetic Interference**

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

## **Attachment G**

### **Site Requirements (continued)**

#### **2.6 Acoustics**

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

#### **2.7. Lighting**

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

#### **2.8. Fire Protection**

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

#### **2.9. Grounding & Bonding information, Recommendations & Requirements**

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

## **Attachment G**

### **Site Requirements (continued)**

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

- a. Dedicated grounding conductor extended from the site's earth electrode system
- b. Building structural steel, provided it is bonded to the site's earth electrode system
- c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d. Metallic conduit, raceway or panel containing service conductors
- e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

### **2.10 AC Power Requirements and Guidelines**

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

- a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
- b. The feeder breaker shall be designated "9-1-1 Panel"

## **Attachment G**

### **Site Requirements (continued)**

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

- a. Operator positions (both telephone sets and displays)
- b. ANI and ALI controllers
- c. ALI link modems and Network interfaces
- d. Telephone common equipment
- e. TDD/TTY devices
- f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

## **Attachment G**

### **Site Requirements (continued)**

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

#### **2.11. Access**

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

- a. From the 9-1-1 equipment location to the room in which the attendants are located.
- b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

**Attachment H**  
**PSAP Equipment Inventory (provided by RPC)**

# LRGVD C 9-1-1 ASSET INVENTORY REPORT

|                             |                                                                             |
|-----------------------------|-----------------------------------------------------------------------------|
| <b>PSAP<br/>INFORMATION</b> | <b>WESLACO POLICE DEPARTMENT<br/>901 N AIRPORT DR<br/>WESLACO, TX 78596</b> |
|-----------------------------|-----------------------------------------------------------------------------|

| TAG #  | SERIAL #     | ASSET DESCRIPTION | ORIGINAL | ASSET<br>LOCATION | RESPONSIBLE<br>ENTITY |
|--------|--------------|-------------------|----------|-------------------|-----------------------|
|        |              |                   | VALUE    |                   |                       |
| MC4844 | FDO1852Y069  | CISCO SWITCH 3750 | \$3,782  | WESLACO PD        | LRGVD C               |
| MC4843 | NO SERIAL    | CISCO SWITCH 3750 | \$3,782  | WESLACO PD        | LRGVD C               |
| MC6545 | 2UA8391S2N   | POS 1 CPU         | \$6,042  | WESLACO PD        | LRGVD C               |
| MC6546 | 2UA8391S2L   | POS 2 CPU         | \$6,042  | WESLACO PD        | LRGVD C               |
| MC6547 | 2UA8382BLN   | POS 3 CPU         | \$4,736  | WESLACO PD        | LRGVD C               |
| MC6548 | 2UA8382BLN   | AUX CPU           | \$3,508  | WESLACO PD        | LRGVD C               |
| MC3947 | CNDFZ17351   | HP PRINTER        | \$400    | WESLACO PD        | LRGVD C               |
| MC4502 | BJ051T0075   | UPS               | \$8,222  | WESLACO PD        | LRGVD C               |
| MC4186 | NO SERIAL    | TTY               | \$450    | WESLACO PD        | LRGVD C               |
| MC2784 | NO SERIAL    | 2 POST RACK       | \$150    | WESLACO PD        | LRGVD C               |
| MC6312 | J8LMTF082519 | POS 1 MON         | \$307    | WESLACO PD        | LRGVD C               |
| MC6314 | J8LMTF177657 | POS 3 MON         | \$307    | WESLACO PD        | LRGVD C               |
| MC6313 | J8LMTF082096 | POS 2 MON         | \$307    | WESLACO PD        | LRGVD C               |
| MC4619 | 51102164685  | AUX MON           | \$149    | WESLACO PD        | LRGVD C               |
| MC6051 | FLM2132W0Q6  | CISCO ROUTER      | \$2,921  | WESLACO PD        | LRGVD C               |
| MC6050 | FLM2132W0PL  | CISCO ROUTER      | \$2,921  | WESLACO PD        | LRGVD C               |
| MC5901 | WEPD313AT21  | RECORDER          | \$8,976  | WESLACO PD        | LRGVD C               |

**Attachment I**  
**PSAP Insurance (provided by local government)**





## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                       |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2528 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>Approval on Incentive Agreement with Economic Development Corporation of Weslaco and City for financial assistance for the Mid Valley Airport LED lighting project and authorize the Mayor to execute any related documents. (Staffed by Economic Development Corporation.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                      |                 |                                                              |  |
| Aida Vega                                                                                                                                                                                                                                                                                      |                 | Created/Initiated                                            |  |
| Andrew Muñoz                                                                                                                                                                                                                                                                                   |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                     |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Incentive Agreement re Airport LED lights                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Execute and retain.                                                                                                                                                                                                                                  |                 |                                                              |  |

STATE OF TEXAS                    §  
                                                 §        INCENTIVE AGREEMENT  
COUNTY OF HIDALGO           §

This INCENTIVE AGREEMENT (hereinafter the "Agreement") is made as of the last date of execution set forth below, by and between ECONOMIC DEVELOPMENT CORPORATION OF WESLACO (the "EDC"), a Texas non-profit corporation and the CITY OF WESLACO, TEXAS (the "City") done for the purpose of assisting the City with funds to undertake engineering design and construction of replacement and upgrade of the Mid Valley Airport LED lighting project.

Background

The City requested financial assistance in the amount of Eighty Nine Thousand Dollars (\$89,000), as Mid Valley Airport, Non-Primary Entitlement Grant Assistance to cover a portion of the cost of engineering, design and construction of the replacement and upgrade of the Medium Intensity Runway Lighting to LED lighting and the replacement of the Precision Approach Path Indicator (PAPI) Lighting on Runway 32. The sum requested represents ten percent of the total project cost of Eight Hundred Ninety Thousand Dollars (\$890,000) of which the balance will be provided by the U.S. Government as a grant.

As consideration for the EDC's expenditure of the sum of \$89,000, the City agrees to use the funds as a matching grant for the Project. The EDC Executive Director is authorized to provide the funds to the City, as needed.

EXECUTED this 1<sup>st</sup> day of June, 2019.

THE ECONOMIC DEVELOPMENT  
CORPORATION OF WESLACO

By: Marie McDermott  
MARIE MCDERMOTT,  
Executive Director  
275 S. Kansas, Suite A  
Weslaco, Texas 78596  
Telephone: (956) 969-0838  
Facsimile: (956) 969-8611

ATTEST:

Cynthia Cabaza  
CYNTHIA CABAZA, Secretary

**APPROVAL BY CITY OF WESLACO**

The economic development incentives as set forth in this Incentive Agreement were approved on motion duly made, seconded and passed by the City Commission of the City of Weslaco, Texas, at a duly posted meeting with a quorum present in accordance with the laws of the State of Texas on the \_\_\_\_\_ day of June, 2019.

EXECUTED this \_\_\_\_\_ day of June, 2019.

CITY OF WESLACO, TEXAS

By: \_\_\_\_\_  
DAVID SUAREZ, Mayor

ATTEST:

\_\_\_\_\_  
MYRA AYALA, City Secretary

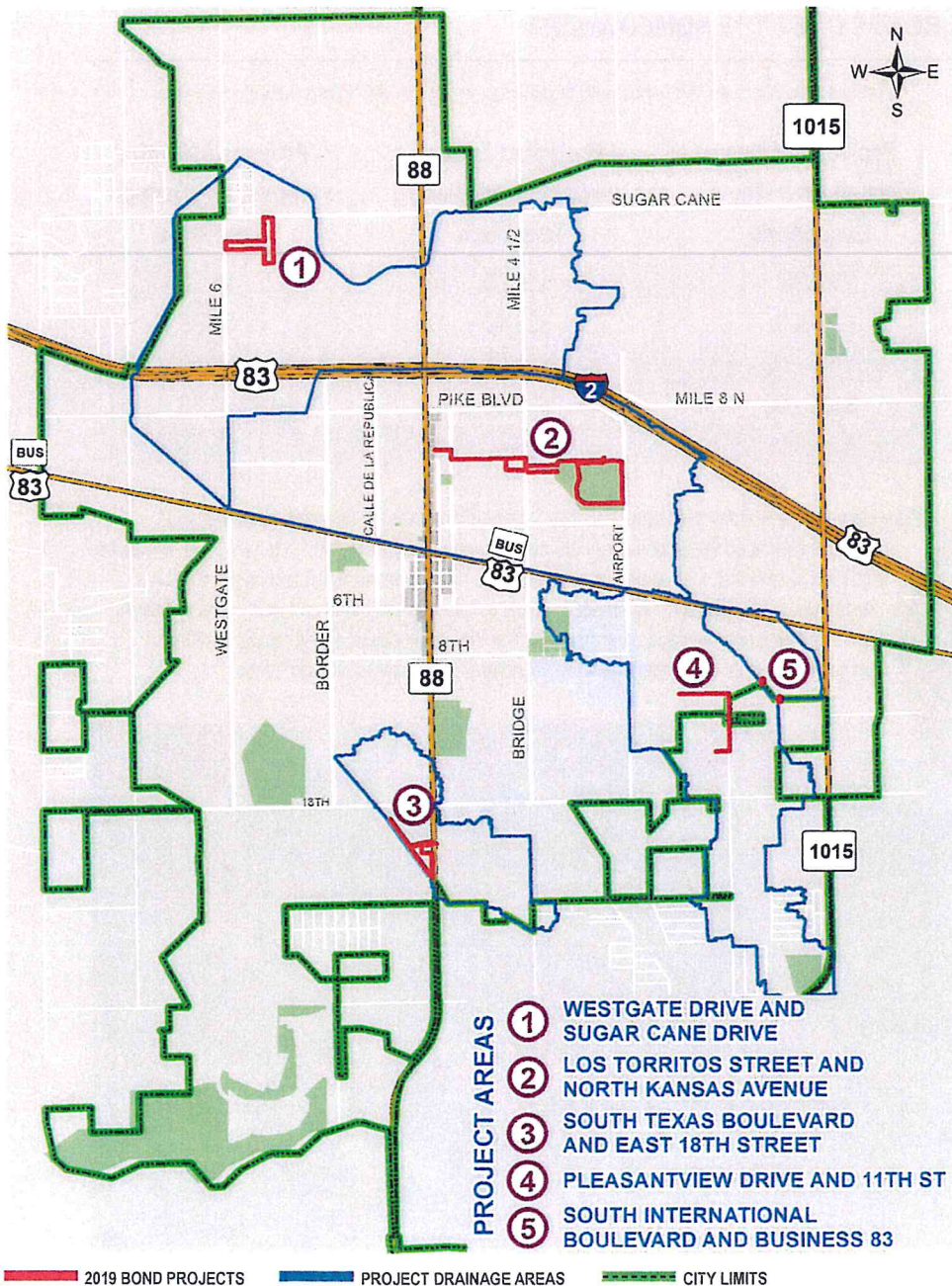
APPROVED:

\_\_\_\_\_  
City Attorney





# 2019 \$10,000,000 DRAINAGE BOND ELECTION



## CITY OF WESLACO PROPOSED PROJECT AREAS

### Westgate Drive and Sugar Cane Drive

① Proposed project includes development of an 11-acre detention pond in the space behind Clecker-Heald Elementary School to reduce the amount of stormwater flowing into the undersized storm drainage system downstream.

### Los Torritos Street and North Kansas Avenue

② This project includes construction of a storm drain system with new or upsized culvert crossings that will carry stormwater from the Los Torritos Street and North Kansas Avenue area to a new 30-acre detention pond at Mayor Pablo Peña Park.

### South Texas Boulevard and East 18th Street

③ Proposed project includes widening of the channel between Mile 5½ Road West and South Texas Boulevard, south of East 18th Street, plus upsizing the culvert under South Texas Boulevard at Trails End Drive. A 5-acre stormwater detention pond is proposed for this area to offline higher flows in the adjacent drainage channel system.

### Pleasantview Drive and 11th Street

④ Project includes development of a new storm system in the neighborhood south of Weslaco East High School to capture and carry stormwater to the existing channel near East 18th Street and Pleasantview Drive.

### South International Boulevard and Business 83

⑤ Proposed project includes upsizing of two culverts in the drainage channel between South Pleasant View Drive and South International Boulevard, south of Business 83.

⑥ It is proposed that \$3.5 million from this bond election be used as the City's match for grants from different state and federal agencies (not shown on map).

## MORE INFORMATION

[www.weslacotx.gov](http://www.weslacotx.gov) | (956) 968-3181





## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                     |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2545 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Subject:</b><br>Discussion to accept and file the City of Weslaco's Comprehensive Annual Financial Report for fiscal year ending September 30, 2018 as presented by Carr, Riggs & Ingram, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                          |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                      | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                    |                 |                                                              |  |
| Aida Vega<br>Vidal Roman<br>Mike Perez                                                                                                                                                                                                                                                                       |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                       |                 |                                                              |  |





## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2534 |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                              |
| <b>Subject:</b><br>Discussion and consideration after public hearing on behalf of Smartcom Telephone, LLC. to approve Ordinance 2019-20 to rezone 408 S. Nebraska also being Lot 5, Blk 36, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-20. Possible action. (Staffed by Planning and Code Enforcement Department.) |                          |                                                              |
| <b>Background:</b><br>The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2019.                                                                                                                                                                                                                                      |                          |                                                              |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Term of Impact:          | Identified in Current Budget:                                |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                              |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |                                                              |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on May 20, 2019.                                                                                                                                                                                                                           |                          |                                                              |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the rezone request on June 5, 2019.                                                                                                                                                                                                                                                                                                                    |                          |                                                              |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Created/Initiated<br>New |                                                              |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                              |
| <b>Staff Recommendation:</b><br>Staff recommends approval based on 2040 Land Use Map                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                              |
| <b>Attachments, if any:</b><br>408 S NEBRASKA- Attachments, 408 S Nebraska- Aerial, O2019-20 rezone 408 S Nebraska                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                              |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                                              |

Staff will notify applicant.





## APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

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

FILE NO. Re 219.00015

### PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 5 Block 36

Subdivision Name O.T. Weslaco

Street Address 408 South Nebraska

Existing Zoning R1 Existing Land Use Residential

Proposed Zoning B-2 Proposed Land Use Commercial

- ☒ \$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 Smartcom Telephone, LLC Phone 956-687-7070

Address Po Box 3097 Fax: 956-213-1147

City McAllen State TX Zip Code 78502 E-Mail: ayoder@sctel.co

### OWNER

Name Smartcom Telephone, LLC Phone 956-687-7070

Address PO Box 3097 Fax: 956-213-1147

City McAllen State TX Zip Code 78502 E-Mail: ayoder@sctel.co

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 [Signature] Date 4-24-19  
Owner

Signature [Signature] Date 4-24-19  
Applicant

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Agent



# ART SALINAS

## ENGINEERING & SURVEYING

1524 DOVE AVENUE,

McALLEN, TEXAS 78504

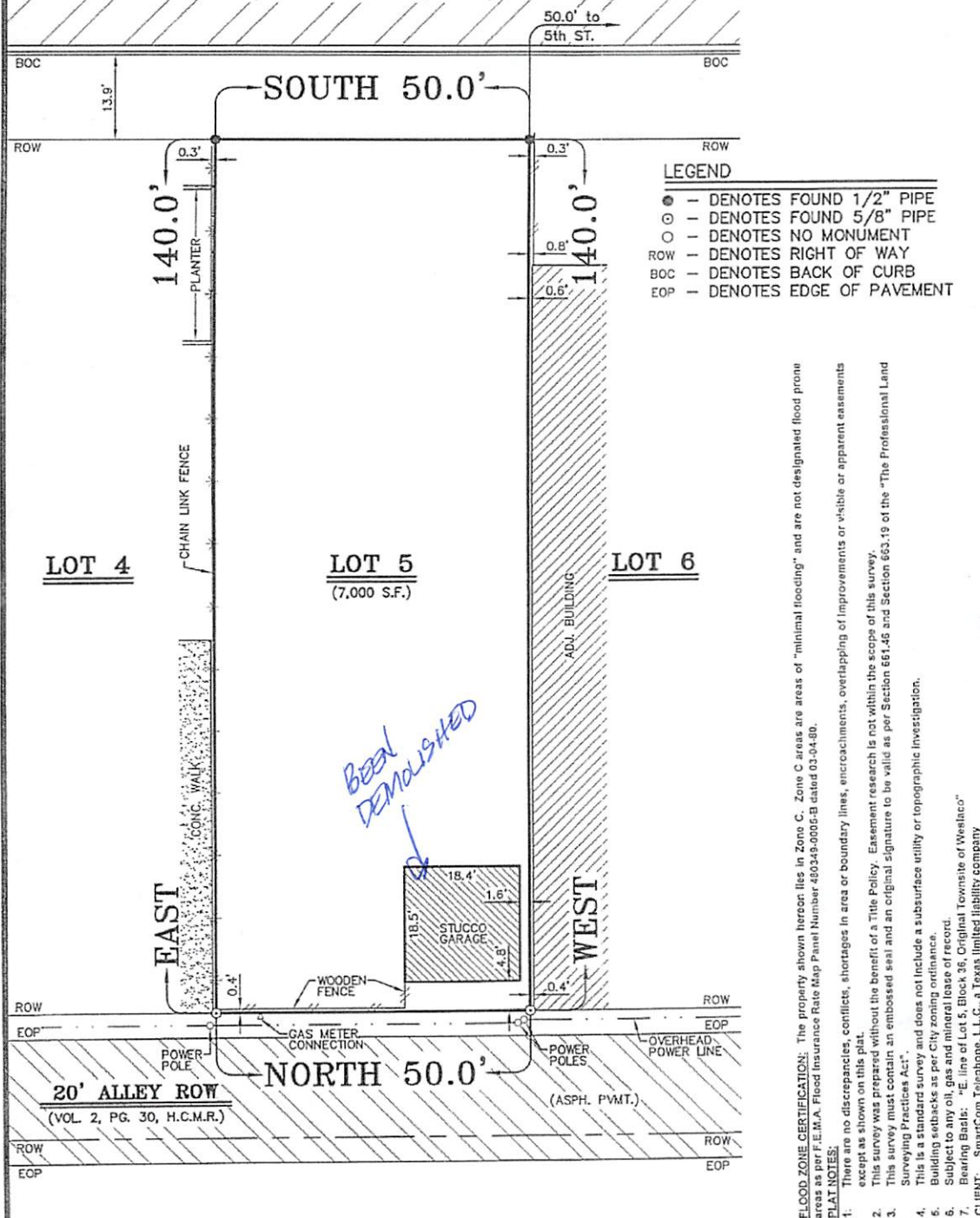
PH: (956) 818-5565

FAX: (956) 818-5540

### S. NEBRASKA AVE.

(60' ROW-VOL 2, PG. 30, H.C.M.R.)

SCALE: 1"=20'



THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE PROPERTY WHICH IS LOCATED AT 408 S. NEBRASKA AVE., in WESLACO, TEXAS, DESCRIBED AS FOLLOWS:  
ALL OF LOT NO. FIVE (5), BLOCK NO. THIRTY-SIX (36), OF THE ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO A MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

19-54946  
Job No.01-08-19  
Date

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# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Greg Kerr, Mayor Pro-Tem, District 2  
Leo Muñoz, Commissioner, District 1  
Jose "J.P." Rodriguez, Commissioner, District 3  
, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

## PLANNING DEPARTMENT

May 24, 2019

### Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 5, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 18, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

### **REZONE REQUEST:**

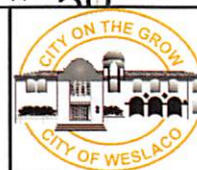
Smartcon Telephone, LLC is requesting to rezone 408 S. Nebraska. Also being Lot 5, Blk 36, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 Secondary highway business district

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente  
Senior Planner



**Purpose for the rezone request**  
**Existing zoning:** R-1  
**Existing land use:** Residential  
**Prop zone:** B-2

MAY 10, 2019

|                                                                          |                                                                                                              |                         |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------|
| GAR-SAL PROPERTIES & LAND<br>2243 PECAN BLVD<br>MCALLEN TX 78501-6734    | W2300-00-035-0013-00<br>WESLACO ORIGINAL TOWNSITE BLK 35<br>LT 13<br>220 W 5TH ST                            | L: 37500<br>B: 37068    |
| GUTIERREZ MARIANO & DELIA<br>PO BOX 559<br>WESLACO TX 78599-0559         | W2300-00-035-0014-00<br>WESLACO ORIGINAL TOWNSITE BLK 35<br>LOTS 14- 15 S1/2-16<br>409 S NEBRASKA            | L: 75782<br>B: 85828    |
| GUTIERREZ MARIANO & DELIA<br>PO BOX 559<br>WESLACO TX 78599              | W2300-00-035-0015-00<br>WESLACO ORIGINAL TOWNSITE BLK 35<br>LTS 15-S 1/2-16<br>405 S NEBRASKA                | L: 45469<br>B: 57116    |
| SOSA REYNALDO G SR<br>403 S NEBRASKA<br>WESLACO TX 78596-6023            | W2300-00-035-0016-00<br>WESLACO ORIGINAL TOWNSITE BLK 35<br>N5'-LT 16 & ALL LT 17<br>403 S NEBRASKA          | L: 41250<br>B: 41212    |
| GUTIERREZ MARIANO & DELIA<br>PO BOX 1406<br>WESLACO TX 78599-1406        | W2300-00-035-0016-01<br>WESLACO ORIGINAL TOWNSITE S 20'-<br>N 1/2 LT 16 BLK 35<br>0 S NEBRASKA               | L: 15000<br>B: 0        |
| VILLA BENITO JR & MARIA A<br>401 S NEBRASKA AVE<br>WESLACO TX 78596-6023 | W2300-00-035-0018-00<br>WESLACO ORIGINAL TOWNSITE BLK 35<br>LT W88'-18<br>401 S NEBRASKA                     | L: 26400<br>B: 39430    |
| CARDONA ANABELL<br>PO BOX 8097<br>WESLACO TX 78599-8097                  | W2300-00-035-0018-01<br>WESLACO ORIGINAL TOWNSITE BLK 35<br>LT E37'-18<br>207 W 4TH ST                       | L: 11100<br>B: 33332    |
| GARCIA MANUEL B<br>301 W 4TH ST<br>WESLACO TX 78596-6047                 | W2300-00-036-0001-00<br>WESLACO ORIGINAL TOWNSITE BLK 36<br>LT 1<br>301 E 4TH ST                             | L: 42000<br>B: 40126    |
| RAINWATER JACKSON III<br>406 S NEBRASKA AVE<br>WESLACO TX 78596-6024     | W2300-00-036-0002-00<br>WESLACO ORIGINAL TOWNSITE BLK 36<br>LTS 2,3,4<br>406 S NEBRASKA                      | L: 101850<br>B: 157426  |
| WRIGHT OLIVIA MARTINEZ<br>2323 S BORDER AVE<br>WESLACO TX 78596-9841     | W2300-00-036-0005-00<br>WESLACO ORIGINAL TOWNSITE LOT 5<br>BLK 36<br>408 S NEBRASKA                          | L: 23450<br>B: 1760     |
| GARCIA ROBERTO & VIOLA<br>PO BOX 1825<br>SAN BENITO TX 78586-0040        | W2300-00-036-0006-00<br>WESLACO ORIGINAL TOWNSITE BLK 36<br>LT 6<br>300 W 5TH ST                             | L: 42000<br>B: 83527    |
| WESLACO ISD<br>PO BOX 266<br>WESLACO TX 78599-0266                       | W2300-00-036-0006-01<br>WESLACO ORIGINAL TOWNSITE LTS 7-<br>12 BLK 36, LTS 1-9 BLK 37 LTS 1-<br>0 S OKLAHOMA | L: 851073<br>B: 1299538 |

MAY 10, 2019

|                                                                                    |                                                                                                                    |                         |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------|
| WESLACO ISD<br>312 W 5TH ST<br>WESLACO TX 78596-6044                               | W2300-00-037-0001-00<br>WESLACO ORIGINAL TOWNSITE LOT 1<br>BLK 37<br>312 W 5TH ST                                  | L: 548100<br>B: 827375  |
| GARCIA ROBERTO & VIOLA<br>PO BOX 1825<br>SAN BENITO TX 78586-0040                  | W2300-00-039-0001-00<br>WESLACO ORIGINAL TOWNSITE BLK 39<br>LT 1<br>0                                              | L: 33600<br>B: 7987     |
| GARCIA ROBERTO & VIOLA<br>PO BOX 1825<br>SAN BENITO TX 78586-0040                  | W2300-00-039-0002-00<br>WESLACO ORIGINAL TOWNSITE BLK 39<br>LOT 2<br>0 W 6TH ST                                    | L: 23450<br>B: 5019     |
| PADILLA GEORGE & GUIYERMA A<br>504 S NEBRASKA AVE<br>WESLACO TX 78596-6026         | W2300-00-039-0003-00<br>WESLACO ORIGINAL TOWNSITE BLK 39<br>LOT 3<br>504                                           | L: 23450<br>B: 8218     |
| BENITEZ JUAN EDUARDO<br>400 S BICENTENNIAL BLVD<br>MCALLEN TX 78501-5199           | W2300-00-039-0014-00<br>WESLACO ORIGINAL TOWNSITE BLK 39<br>LTS 14-W90'-15-16<br>313 W 5TH ST                      | L: 53600<br>B: 28855    |
| BENITEZ JUAN EDUARDO<br>400 S BICENTENNIAL BLVD<br>MCALLEN TX 78501-5199           | W2300-00-039-0015-00<br>WESLACO ORIGINAL TOWNSITE BLK 39<br>LTS E50'-15-16<br>309 W 5TH ST                         | L: 16750<br>B: 25932    |
| TEXAS STATE BANK<br>15 20TH ST S STE 501<br>BIRMINGHAM AL 35233-2000               | W2300-00-040-0001-00<br>WESLACO ORIGINAL TOWNSITE ALL LO<br>TS 1 THRU 33 BLK 40 & 20 X 300 A<br>500 S MISSOURI AVE | L: 539465<br>B: 2013563 |
| TEXAS STATE BANK<br>C/O DIANA SEALE<br>15 S 20TH ST STE 501<br>BIRMINGHAM AL 35233 | W2300-00-040-0015-00<br>WESLACO ORIGINAL TOWNSITE BLK 40<br>LTS 15-16-17<br>0                                      | L: 33750<br>B: 0        |



# 408 S Nebraska

From R-1 to B-2

E. 4TH ST.

## Legend



Shepherd of the Valley



Weslaco Independent School District

S Nebraska Ave

E. 5TH ST.

Google Earth

© 2018 Google

© 2018 INEGI



200 ft



**ORDINANCE NO. 2019-20**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 408 S. NEBRASKA AVE ALSO BEING LOT 5, BLK 36, WESLACO ORIGINAL TOWNSITE, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:**

**SECTION I:** R-1 One-Family Dwelling District to B-2 Secondary highway business district being 408 S. Nebraska also being Lot 5, Blk 36, Weslaco Original Townsite, 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 18<sup>th</sup> day of June 2019.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF WESLACO**

\_\_\_\_\_  
David Suarez, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Myra Ayala, **CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Juan E. Gonzalez, **CITY ATTORNEY**

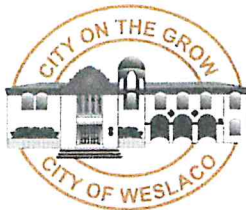




## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2535 |  |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration after public hearing on behalf of AEC Engineering, LLC. to approve Ordinance 2019-21 to rezone 2411 N Texas Blvd. also being Lots 1&2, Raq=Lin Subdivision Phase I, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-21. Possible action. (Staffed by Planning and Code Enforcement Department.) |                 |                                                              |  |
| <b>Background:</b><br>The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Twenty-six (26) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2019.                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on May 20, 2019.                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the rezone request on June 5, 2019.                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval based on 2040 Land Use Map                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>2411 S Texas- Attachments, 2411 Texas Blvd- Aerial, O2019-21 rezone 2411 S Tx Blvd                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |

Staff will notify applicant.



## APPLICATION FOR REZONING

**RECEIVED**  
MAY 15 2019  
Planning &  
Code Enforcement Dept.

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

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

FILE NO. REZ19-00016

### PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot All of Lots 1 & 2 Block N / A

Subdivision Name Raq=Lin Subdivision Phase I, Volume 29, Page 140B, Hidalgo County Map Records

Street Address 2411 Texas Boulevard North

Existing Zoning Per City of Weslaco map discrepancy, Existing Zoning is "UNDETERMINED" Existing Land Use Currently, unoccupied

Proposed Zoning B-2 Secondary & Highway Business District Proposed Land Use Bingo Hall

- ☒ \$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 AEC Engineering, LLC Phone 956-380-6558

Address 204 E. Stubbs, Suite B Fax: 956-380-6110

City Edinburg State TX Zip Code 78539 E-Mail: roel@aecengineering.net

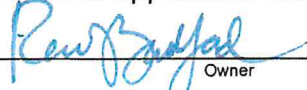
### OWNER

Name Reuben Bar-Yadin Phone 210-424-8081

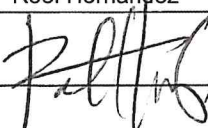
Address 4629 Macro Drive Fax: 210-424-8081

City San Antonio State TX Zip Code 78218 E-Mail: gvaldes@CBGcre.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  Date 5/15/19  
Owner

Signature Roel Hernandez Date 5/15/19  
Applicant

Signature  Date 5/15/19  
Authorized Agent



LOT 1 AND 2, RAQ=LIN SUBDIVISION PHASE I, AN ADDITION TO THE CITY OF WESTLACO,  
HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME, 29, PAGE 1405,  
MAP RECORDS, HIDALGO COUNTY, TEXAS

THIS SUBDIVISION LIES IN ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIUM SHADING).

2.95 ACRES (129,940 SQUARE FEET) OF LAND, BEING ALL OF LOT 1 & PART OF SUBDIVISION PHASE 1, IN ADDITION TO THE CITY OF WESTADO, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT HEREOF RECORDED IN VOLUME 28, PAGE 1409, MAP RECORDS, HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON ROAD AT THE SOUTH EAST CORNER OF LOT 1, (640-01N SUBDIVISION PHASE 1, VOL. 28, PG. 1049, H.C.A.R.), FOR THE SOUTH EAST CORNER OF THIS TRACT OF LAND;

THENCE S 68° 47' 45" W, ALONG THE SOUTH LINE OF LOT 1, PASS THE WEST LINE OF SAID LOT 1 (EAST LINE OF LOT 2) AT 350.00 FEET, CONTINUING FOR A TOTAL DISTANCE OF 580.00 FEET TO AN EXTERIOR AND THE SOUTH WEST CORNER OF THIS TRACT OF LOT 2;

THENCE, N 01° 12' 15" W, ALONG THE WEST LINE OF LOT 2 (640-01N SUBDIVISION PHASE 1, SUBDIVISION, VOL. 28, PG. 1049, H.C.A.R.), A DISTANCE OF 222.00 FEET TO AN EXTERIOR AND THE NORTH WEST CORNER OF THIS TRACT OF LAND;

THENCE, N 88° 47' 45" E, ALONG THE NORTH LINE OF LOT 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEST JEFFERSON ST, PASSING THE EAST LINE OF SAID LOT 2, (EAST LINE OF LOT 1) AT 230.00 FEET, CONTINUING FOR A TOTAL DISTANCE OF 580.00 FEET TO AN EXTERIOR AND NORTH EAST CORNER THIS TRACT OF LAND;

THENCE, S 01° 12' 15" E, ALONG THE EAST LINE OF LOT 1 (640-01N SUBDIVISION PHASE 1, SUBDIVISION, VOL. 28, PG. 1049, H.C.A.R.), ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST JEFFERSON ST, (EAST LINE OF LOT 2) AT 230.00 FEET, CONTINUING FOR A TOTAL DISTANCE OF 580.00 FEET TO AN EXTERIOR AND NORTH EAST CORNER THIS TRACT OF LAND CONTAINING 2.955 ACRES (128,719.80 SQUARE FEET) OF LAND MORE OR LESS.

TO WELSLAND BANK, LLC, AND CHICAGO TITLE INSURANCE COMPANY;  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY C  
NATIONAL STANDARD DETAIL REQUIREMENTS FOR ALTA/SURFS LAND  
NSPDS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7 (a), 7 (b), 8, 9, 11,  
COMPLETED ON DECEMBER 13, 2016.  
DATE OF PLAT OR MAP: JANUARY 9, 2019

**CLIENT REQUESTED SURVEYOR'S CERTIFICATE FOR IMPROVED PROPERTY**

1. THAT ON THE 14th DAY OF OCTOBER 2004, THE SURVEY WAS MADE ON THE RESIDUE OF 575 THE FARM, LIES DOWN, OF THIS SURVEY AND IS, THERE, CORRECT AND ACCORDANT TO THE DOCUMENTS AND ASSETS OF THE SUBJECT PROPERTY AND THE SITE, LOCATION AND TYPE OF BUILDINGS, STRUCTURES AND IMPROVEMENTS THEREON AND AS TO ALL OTHER MATTERS SHOW HEREIN;
2. THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTFALL IN AREA, DISCREPANCIES, PROMISSES OR OBLIGATIONS OF IMPROVEMENTS, ENCUMBRANCES, DEBTS OR MATTERS;
3. THAT ALL OF THE BUILDINGS, STRUCTURES AND IMPROVEMENTS ARE IN COMPLIANCE WITH ALL STRUCK LAWS ON FILE OF RECORD IN THE PUBLIC RECORDS OF HAWAII COUNTY, TOWN;

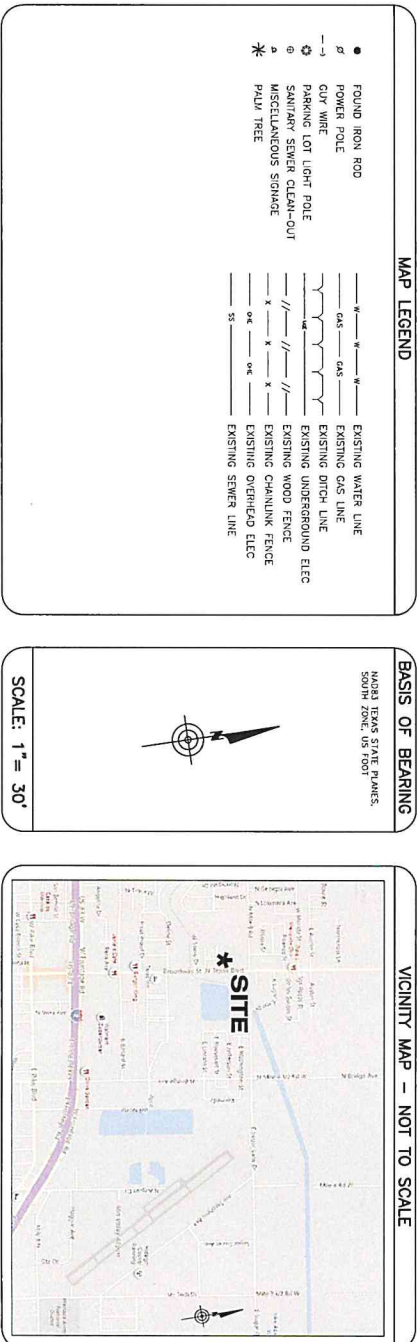
[illegible]

R10/AEC 1141.027

SIGNED: \_\_\_\_\_  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5571  
 DATE: \_\_\_\_\_

JOSE WARD GONZALEZ  
 5571  
 PROFESSIONAL  
 LAND SURVEYOR

**RIO DELTA SURVEYING**  
 FIRM #10013900  
 24593 FM 88, MONTE ALTO, TX 78538  
 (TEL) 956-380-6154 (FAX) 956-380-6156  
 EMAIL: [MARIO@RIODELTASURVEYING.COM](mailto:MARIO@RIODELTASURVEYING.COM)



1. ADDRESS FOR THIS SITE: 14101 TEXAS BOULEVARD NORTH  
MEADOW, TEXAS 79066
2. THE LEGAL DESCRIPTION ON THIS SIMPLY W/4 IS THE SAME AS THE LEGAL DESCRIPTION IN THE DEED INSTRUMENT WITH REFERENCE CALL OF 166-141-40-100180227-001.
3. AS-BUILT LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREIN WERE PROVIDED AS OBTAINED/MADE BY LOCATING SERVICE CONTRACTORS AND/OR THE CITY OF MEADOW PROVIDED INFORMATION.
4. THIS TRACT OF LAND IS CLASSIFIED AS:  
R-1 ONE FAMILY DETACHED DISTRICT
5. NO EXISTENCE OF POE USE AS SCHOOL MASTER SHIP, SHIP OR NAUTICAL MARITIME.
6. EXISTENCE OF CATCHER EARTH MONITORING HOOD BUILDING CONSTRUCTION OF BUILDING/2/1C ADJACENTS WERE NOT OBSERVED ON OR AROUND THIS PROPERTY.
7. NO EXISTENCE OF POE USE AS SCHOOL MASTER SHIP, SHIP OR NAUTICAL MARITIME.
8. THERE ARE NO DIPS OR GORES BETWEEN THE RIGHT-OF-WAY LINES AND THE BOUNDARY OR SECTED PROPERTY.

The map shows the proposed site for the new St. Louis County Courthouse, located at the intersection of N. 10th St. and N. 11th St. The site is marked with a large asterisk and the word "SITE". The map also shows the existing courthouse building, which is located at the intersection of N. 10th St. and N. 12th St. The map includes street names such as N. 7th St., N. 8th St., N. 9th St., N. 10th St., N. 11th St., N. 12th St., N. 13th St., N. 14th St., N. 15th St., N. 16th St., N. 17th St., N. 18th St., N. 19th St., N. 20th St., N. 21st St., N. 22nd St., N. 23rd St., N. 24th St., N. 25th St., N. 26th St., N. 27th St., N. 28th St., N. 29th St., N. 30th St., N. 31st St., N. 32nd St., N. 33rd St., N. 34th St., N. 35th St., N. 36th St., N. 37th St., N. 38th St., N. 39th St., N. 40th St., N. 41st St., N. 42nd St., N. 43rd St., N. 44th St., N. 45th St., N. 46th St., N. 47th St., N. 48th St., N. 49th St., N. 50th St., N. 51st St., N. 52nd St., N. 53rd St., N. 54th St., N. 55th St., N. 56th St., N. 57th St., N. 58th St., N. 59th St., N. 60th St., N. 61st St., N. 62nd St., N. 63rd St., N. 64th St., N. 65th St., N. 66th St., N. 67th St., N. 68th St., N. 69th St., N. 70th St., N. 71st St., N. 72nd St., N. 73rd St., N. 74th St., N. 75th St., N. 76th St., N. 77th St., N. 78th St., N. 79th St., N. 80th St., N. 81st St., N. 82nd St., N. 83rd St., N. 84th St., N. 85th St., N. 86th St., N. 87th St., N. 88th St., N. 89th St., N. 90th St., N. 91st St., N. 92nd St., N. 93rd St., N. 94th St., N. 95th St., N. 96th St., N. 97th St., N. 98th St., N. 99th St., N. 100th St.

SCHEDULE B ITEMS 10 a.) - 10 m.),  
CHICAGO TITLE INSURANCE COMPANY, GF No. scf-48-4300111802277-DB,  
EFFECTIVE DATE: DECEMBER 19, 2018 ISSUE DATE: DECEMBER 26, 2018

AT LEAST 30 DAYS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL OTHER RIGHTS, INCLUDING BUT NOT LIMITED TO, MINERAL RIGHTS, SHALL BE SET FORTH IN WRITING AND SHALL BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SHERBORN, MASSACHUSETTS. THEREAFTER, ANY SUCH RESERVATIONS OR EXCEPTIONS OF MINERAL RIGHTS THAT ARE NOT LISTED HEREIN MAY BE LATER, PARTIAL, EXCEPTIONS OR RESERVATIONS OF MINERAL RIGHTS THAT ARE NOT LISTED HEREIN.

**(NOT PLOTTABLE)** AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

**(NOT PLOTTABLE)** RIGHTS OF PARTIES IN POSSESSION.

**(NOT PLOTTABLE)** RIGHTS OF PARTIES IN POSSESSION.

**(NOT PLOTTABLE)** RIGHTS OF WAY, OIL, GAS, UNDER OR ACROSS THE LAND.

**(NOT PLOTTABLE)** VESTED OR APPARENT EASEMENTS AND/OR RIGHTS OF WAY, OIL, GAS, UNDER OR ACROSS THE LAND.

[illegible]

THE FOLLOWING SHOULD APPEAR IN ANY POLICY ISSUED (OTHER THAN THE 1-28 ARMOR RESIDENTIAL OWNER POLICY AND THE 1-28 SHORT-TERM RESIDENTIAL WORKFORCE POLICY) IF THE COMPANY IS NOT PROVIDING A SURVEY OF THE LAND, ACCEPTABILITY FOR REVIEW AT OR PRIOR TO CLOSING:

ANY ENCROACHMENT, ENCUMBRANCE, LOCATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY A STANDARD SURVEY OF THE LAND, ACCEPTABLE BY A COMPETENT LAND SURVEYOR OF THE LAND.

(AS PLotted)

01. CANS AND WHEN (LEAST) DATED MARCH 31, 1974, RECORDED IN VOLUME 52, PAGE 451, DATED JULY 23, 1953, RECORDED IN VOLUME 148, PAGE 101, AND DATED DECEMBER 18, 1977, RECORDED IN VOLUME 964, PAGE 630, 01. AND CANS RECEIVED, MIDLAND COUNTY, TEXAS, TITLE TO THE HEREIN DESCRIBED MATERIAL (INTERESTS) WAS NOT CHECKED SUBSEQUENT TO THE DATES) OF THE RECORDS INSTRUMENTS) (NOT PLOTTABLE)

(NOT PLOTTABLE)  
EASEMENT AND RIGHT OF WAY DATED NOVEMBER 8, 1994, RECORDED UNDER CLERK'S FILE NO. 428443, OFFICIAL RECORDS, HONOLULO COUNTY, TEXAS  
(UNABLE TO DETERMINE, SEE PLAN NOTES FOR ADDITIONAL INFORMATION)

(NOT PLD) LABLE,  
20.00-FOOT MINIMUM SETBACK LINE ALONG THE FRONT AND A 6.00-FOOT UTILITY EASEMENT ALONG THE SOUTH SIDE. AS PER MAP OR  
PLAN RECORDED IN VOLUME 29, PAGE 1408, MAP RECORDS, HIDALGO COUNTY, TEXAS.

(AS PLOTTED)

20.00-FOOT UTILITY EASEMENT ALONG THE WEST SIDE, AS PER MAP OR PLAN RECORDED IN VOLUME 29, PAGE 1409, MAP RECORDS, HIDALGO COUNTY, TEXAS. (LOT 2)  
(AS PLOTTED)



# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Greg Kerr, Mayor Pro-Tem, District 2  
Leo Muñoz, Commissioner, District 1  
Jose "J.P." Rodriguez, Commissioner, District 3  
, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

## PLANNING DEPARTMENT

May 24, 2019

### Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 5, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 18, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

### **REZONE REQUEST:**

AEC Engineering, LLC is requesting to rezone 2411 Texas Blvd. Also being Lots 1&2, Raq=Lin Subdivision Phase I, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 Secondary highway business district.. Possible action.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

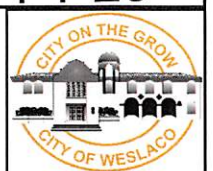
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebekah de la Fuente", with a long, sweeping horizontal line extending to the right.

Rebekah de la Fuente  
Senior Planner

Engineering



**Purpose for the rezone request**  
**Existing zoning:** R-1  
**Existing land use:** R-1  
**Prop zone:** B-2

MAY 22, 2019

|                                                                              |                                                                           |                        |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------|
| BOUTIN SANDRA A ETAL<br>2174 REDWOODS CRST<br>SAN ANTONIO TX 78232-3905      | D6115-00-000-001A-00<br>DON-ROSE LOT 1A<br>301 W SUGAR CANE DR            | L: 36750<br>B: 33772   |
| RODRIGUEZ ESMERALDA &<br>223 W SUGAR CANE DR<br>WESLACO TX 78599-4428        | D6115-00-000-001B-00<br>DON-ROSE LOT 1B<br>223 W SUGAR CANE DR            | L: 42000<br>B: 89896   |
| PALACIOS OSCAR & RAQUENEL V<br>1899 N CAGE BLVD STE A<br>PHARR TX 78577-2563 | R1225-01-000-0001-00<br>RAQ=LIN PH 1 LOT 1<br>2411 N TEXAS BLVD           | L: 388500<br>B: 336497 |
| PALACIOS OSCAR & RAQUENEL V<br>1899 N CAGE BLVD STE A<br>PHARR TX 78577-2563 | R1225-01-000-0002-00<br>RAQ=LIN PH 1 LOT 2<br>215 W JEFFERSON ST          | L: 114885<br>B: 0      |
| PEREZ MARIA DEL CARMEN<br>5 W HAWTHORN AVE<br>BROWNSVILLE TX 78520-7845      | S0650-00-000-0001-00<br>SAN FRANCISCO ALL LOTS 1 & 2<br>2219 N TEXAS BLVD | L: 106250<br>B: 205299 |
| FAD PROPERTIES LLC<br>120 W CORAL<br>SOUTH PADRE ISLAND TX 78597             | S0650-00-000-0001-01<br>SAN FRANCISCO E75'-LOT 1<br>0 FM 88               | L: 31875<br>B: 98077   |
| FAD PROPERTIES LLC<br>120 W CORAL<br>SOUTH PADRE ISLAND TX 78597             | S0650-00-000-0002-00<br>SAN FRANCISCO N26'-W46' OF LOT 2                  | L: 5980<br>B: 0        |
| OLIVAREZ JOE D<br>PO BOX 1667<br>WESLACO TX 78599-1667                       | S0650-00-000-0003-00<br>SAN FRANCISCO LT 3<br>2209 N TEXAS BLVD           | L: 53125<br>B: 13853   |
| LEOS NORA<br>1914 MARIA ISABEL DR<br>WESLACO TX 78599-4410                   | S0650-00-000-0015-00<br>SAN FRANCISCO LT 15<br>1914 MARIA ISABEL DR       | L: 14553<br>B: 102036  |
| RODRIGUEZ NATILISA I<br>1916 MARIA ISABEL DR<br>WESLACO TX 78599-4410        | S0650-00-000-0016-00<br>SAN FRANCISCO LT 16<br>1916 MARIA ISABEL DR       | L: 14553<br>B: 12237   |
| LOPEZ DIANA<br>1915 MARIA ISABEL DR<br>WESLACO TX 78599-4410                 | S0650-00-000-0017-00<br>SAN FRANCISCO LT 17<br>1915 MARIA ISABEL DR       | L: 14553<br>B: 39830   |
| RODRIGUEZ APOLINAR & ELISVIA<br>801 E 27TH ST<br>WESLACO TX 78596-8130       | S0650-00-000-0018-00<br>SAN FRANCISCO LT 18<br>1913 MARIA ISABELA DR      | L: 14553<br>B: 0       |

MAY 22, 2019

|                                                                                 |                                                                                                            |                         |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------|
| CAVAZOS DOMINGO JR & SANDRA<br>1911 MARIA ISABEL DR<br>WESLACO TX 78599-4410    | S0650-00-000-0019-00<br>SAN FRANCISCO LT 19<br>1911 MARIA ISABEL DR                                        | L: 13230<br>B: 71326    |
| MDQ INVESTMENTS LLC<br>54 3RD ST<br>PRESQUE ISLE ME 04769-2649                  | S0650-00-000-0020-00<br>SAN FRANCISCO LOTS 20-23<br>0                                                      | L: 85142<br>B: 606980   |
| GILL EDWARD T & EDITH A<br>3207 MABURY RD<br>SAN JOSE CA 95127                  | S0650-00-000-0021-00<br>SAN FRANCISCO LT 21<br>0                                                           | L: 21483<br>B: 135324   |
| GILL EDWARD T & EDITH A<br>3207 MABURY RD<br>SAN JOSE CA 95127                  | S0650-00-000-0022-00<br>SAN FRANCISCO LT 22<br>1907 MARIA ISABEL DR                                        | L: 21483<br>B: 126246   |
| GILL, EDWARD T & EDITH A<br>3207 MABURY RD<br>SAN JOSE CA 95127                 | S0650-00-000-0023-00<br>SAN FRANCISCO LT 23<br>1905 MARIA ISABEL DR                                        | L: 20693<br>B: 266507   |
| ESTRADA EDUARDO R & EMMA L<br>1910 MARIA ISABEL DR<br>WESLACO TX 78599-4410     | S0650-00-000-0029-00<br>SAN FRANCISCO LT 29<br>1912 MARIA ISABEL DR                                        | L: 14553<br>B: 0        |
| RODRIGUEZ EDUARDO E & EMMA L<br>1910 MARIA ISABEL DR<br>WESLACO TX 78599-4410   | S0650-00-000-0030-00<br>SAN FRANCISCO LT 30<br>1910 MARIA ISABEL DR                                        | L: 13306<br>B: 30636    |
| SALAS MARIA DEL CARMEN & JESUS<br>1908 MARIA ISABEL DR<br>WESLACO TX 78599-4410 | S0650-00-000-0031-00<br>SAN FRANCISCO LT 31<br>1908 MARIA ISABEL DR                                        | L: 13929<br>B: 47615    |
| CITY OF WESLACO<br>255 S KANSAS AVE<br>WESLACO TX 78596-6158                    | W3800-00-028-0000-01<br>WEST TRACT FT 28 23.36AC EXC NW.<br>92AC & NE 1.02AC 21.42AC GR 20.3               | L: 1472327<br>B: 372121 |
| GARCO LTD<br>3910 W FREDDY GONZALEZ DR<br>EDINBURG TX 78539-9308                | W3800-00-117-0000-00<br>WEST TRACT N394'- E184' FT 117<br>101 W SUGARCANE DR                               | L: 233045<br>B: 7106    |
| GARCIA FERNANDO<br>310 N TEXAS BLVD<br>WESLACO TX 78596                         | W3800-00-117-0000-03<br>WEST TRACT W132'-E528'-N396' FT<br>117 1.20 AC NET<br>0 W SUGAR DR                 | L: 54864<br>B: 0        |
| REYES RAMIRO ADRIAN<br>219 W SUGAR CANE DR<br>WESLACO TX 78599                  | W3800-00-117-0000-08<br>WEST TRACT W132'-E792'-N396' FT<br>117 1.20AC GR 1.08AC NET<br>219 W SUGAR CANE DR | L: 49378<br>B: 47182    |



MAY 22, 2019

|                       |                                 |          |
|-----------------------|---------------------------------|----------|
| WILSON FAMILY TRUST   | W3800-00-117-0000-10            | L: 0     |
| 121 W SUGAR CANE DR   | WEST TRACT E10.18AC-W22.82AC FT | B: 0     |
| WESLACO TX 78599-4426 | 117 10.18AC                     |          |
|                       | 0 FM 88                         |          |
| WILSON FRANCES H      | W3800-00-117-0000-12            | L: 38950 |
| 121 W SUGAR CANE DR   | WEST TRACT W212'-E396'-N396' FT | B: 31414 |
| WESLACO TX 78599-4426 | 117 1.90AC                      |          |
|                       | 121 W SUGAR CANE DR             |          |



2411 Texas Blvd

From R-1 to B-2

Legend

 Hidalgo County



SUGAR CANE DR.

N. TEXAS BLVD.

88

Google Earth

© 2018 Google  
© 2018 INEGI

1000 ft





**ORDINANCE NO. 2019-21**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2411 N Texas Blvd AVE ALSO BEING LOTS 1 & 2, RAQ=LIN SUBDIVISION PHASE I, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:**

**SECTION I:** R-1 One-Family Dwelling District to B-2 Secondary highway business district being 2411 N Texas Blvd also being Lots 1 & 2, Raq=Lin Subdivision Phase I, 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 18<sup>th</sup> day of June 2019.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF WESLACO**

\_\_\_\_\_  
David Suarez, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Myra Ayala, **CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Juan E. Gonzalez, **CITY ATTORNEY**



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2536 |  |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration after public hearing on behalf of Jack Hanks approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 303 S. Texas also being N ½ of Lot 23 and all of Lot 24, Blk 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) |                 |                                                              |  |
| <b>Background:</b><br>The applicant is requesting to obtain a Conditional Use Permit obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit. Twenty-two (22) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2019                                                                                                                                                                                        |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on May 20, 2019.                                                                                                                                                             |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the rezone request on June 5, 2019.                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Attachments, if any:</b><br>303 S TEXAS -ATTACHMENTS, 303 S Texas- Aerial                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |

**Responsibilities upon Approval:**

Staff will notify applicant.



## APPLICATION FOR CONDITIONAL USE PERMIT

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

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

FILE NO. CUP 19-00007

RECEIVED

MAY 14 2019

Planning &  
Code Enforcement Dept.

### PROPOSED PROJECT

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

Lot N 1/2-LT 23 + All LT 24 Block 26

Subdivision Name Weslaco Original Town Site

Street Address 303 S. Texas (Primary entrance on 3rd st)

Existing Zoning \_\_\_\_\_ Existing Land Use Antique Store

Purpose for the Conditional Use Permit Request Restaurant, Bar & Grill

Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage  
Canteen Permit

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

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

### APPLICANT

Name Jack Hanks Phone 956-684-9651

Address 822 S. Nebraska Ave. Fax: \_\_\_\_\_

City Weslaco State TX Zip Code 78596 E-Mail: jhanks0415@gmail.com

### OWNER

Name Jose Luis Garcia Phone 956-314-9553

Address P.O. Box 1709 Fax: 956-969-3012

City Weslaco State TX Zip Code 78599 E-Mail: jlgmre@yahoo.com





# DELINQUENT TAX STATEMENT SUMMARY



**RECEIVED**  
FEB 04 2019  
Rec'd by: Veronica

PABLO (PAUL) VILLARREAL JR., PCC  
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR  
PO BOX 178  
EDINBURG, TEXAS 78540  
(956) 318-2157

Certified Owner: 210018  
**PECKER'S NEIGHBORHOOD BAR & GRILL**  
**JMH LLC**  
**822 S NEBRASKA AVE**  
**WESLACO, TX 78596-6946**

Legal Description: (956) 684-9651  
INVENTORY SUPPLIES FURNITURE FIXTURES &  
EQUIPMENT AT 1600 N WESTGATE / NEW ACCT  
2016

Account No: **H4225-99-000-0010-10**

2018 Value: \$98,850  
Appr. Dist. No.: 1036696

Legal Acres: .0000

Parcel Address: 1600 N WESTGATE

As of Date: 02/04/2019

Print Date: 02/04/2019 Printed By: PBFCMVERONI

| Year              | Tax Units | Remaining Levy | IF PAID BY<br>February 28, 2019 |          | IF PAID BY<br>April 1, 2019 |          | IF PAID BY<br>April 30, 2019 |          |
|-------------------|-----------|----------------|---------------------------------|----------|-----------------------------|----------|------------------------------|----------|
|                   |           |                | Penalty Interest                | Total    | Penalty Interest            | Total    | Penalty Interest             | Total    |
| 2017              | 40 53     | \$532.99       | \$233.19                        | \$766.18 | \$239.31                    | \$772.30 | \$245.44                     | \$778.43 |
| TOTAL AMOUNT DUE: |           |                | \$532.99                        | \$766.18 | \$239.31                    | \$772.30 | \$245.44                     | \$778.43 |

Tax Unit Codes:

40 CITY OF WESLACO 53 WESLACO ISD

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

**WESTERN UNION WU** **MONEY ORDER**  
WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado  
Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

17-881402450

A 625898 D 020119  
T 1642 10  
178814024504 L 040616

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS  
PAY TO THE ORDER OF JMH Peckers Bar & Grill

1600 N Westgate Ste. 300

PURCHASER'S SIGNATURE [Signature]

⑆102100400⑆ 40178814024504⑈

URG  
YOU SHOULD CONTACT THE  
MAY HAVE TO ENTER INTO AN  
COUNTY TAX OFFICE FOR THE

APPLY PAYMENT TO  
YEAR(S) 2017  
City of Weslaco  
and Weslaco ISD

PROPERTY IS SUBJECT  
ENT TAXES ARE NOT

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

**WESTERN UNION WU** **MONEY ORDER**  
WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado  
Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

17-881402451

A 625898 D 020119  
T 1642 10  
178814024513 L 040616

\$ 267.00

PAY EXACTLY TWO HUNDRED SIXTY-SEVEN DOLLARS  
AND NO CENTS  
PAY TO THE ORDER OF JMH Peckers Bar & Grill

1600 N Westgate Ste. 300

PURCHASER'S SIGNATURE [Signature]

⑆102100400⑆ 40178814024513⑈

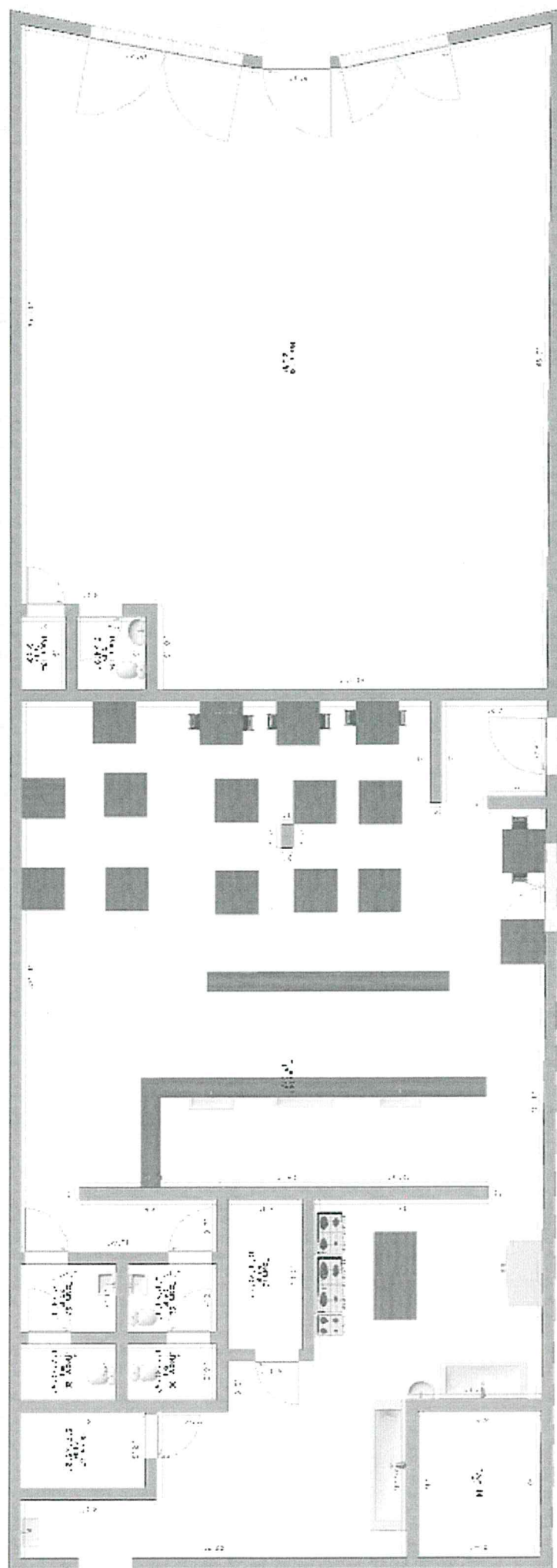
PAYMENT X 31.1.30

ppr. Dist. No.: 1036696

00001010\*

| Paid By           | Amount Due |
|-------------------|------------|
| February 28, 2019 | \$766.18   |
| April 1, 2019     | \$772.30   |
| April 30, 2019    | \$778.43   |
| Amount Paid:      | \$ 766.18  |

960000076618







## ON-PREMISE PREQUALIFICATION PACKET

L-ON  
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. [www.tabc.texas.gov/laws/code\\_and\\_rules.asp](http://www.tabc.texas.gov/laws/code_and_rules.asp)

### LOCATION INFORMATION

1. Application for: ☐ Original ☐ Add Late Hours Only License/Permit Number MB928104

☐ Reinstatement License/Permit Number

☒ Change of Licensed Location License/Permit Number

#### 2. Type of On-Premise License/Permit

- |                                                                                        |                                                                         |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> BG Wine and Beer Retailer's Permit                            | <input checked="" type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License                    | <input type="checkbox"/> MI Minibar Permit                              |
| <input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License              | <input type="checkbox"/> CB Caterer's Permit                            |
| <input type="checkbox"/> BP Brewpub License                                            | <input type="checkbox"/> FB Food and Beverage Certificate               |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats           | <input checked="" type="checkbox"/> PE Beverage Cartage Permit          |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car        | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB    |
| <input checked="" type="checkbox"/> MB Mixed Beverage Permit                           |                                                                         |
| <input type="checkbox"/> O Private Carrier's Permit – For Brewpubs (BP) with a BG only |                                                                         |

#### 3. Indicate Primary Business at this Location

- |                                                |                                                              |                                              |
|------------------------------------------------|--------------------------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel | <input type="checkbox"/> Bar                 |
| <input type="checkbox"/> Grocery/Market        | <input type="checkbox"/> Sexually Oriented                   | <input type="checkbox"/> Miscellaneous _____ |

#### 4. Trade Name of Location

DBA-Peckers Neighborhood Bar & Grill

#### 5. Location Address

303 S Texas

| City    | County  | State | Zip Code |
|---------|---------|-------|----------|
| Weslaco | Hidalgo | Tx    | 78596    |

#### 6. Mailing Address

303 S Texas

| City    | State | Zip Code |
|---------|-------|----------|
| Weslaco | Tx    | 78596    |

#### 7. Business Phone No.

956-447-3848

#### Alternate Phone No.

956-684-9651

#### E-mail Address

jhanks0415@gmail.com

### OWNER INFORMATION

#### 8. Type of Owner

- |                                                        |                                                               |                                                 |
|--------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Corporation                          | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership                   | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____            |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Joint Venture                        |                                                 |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust                                |                                                 |

#### 9. Business Owner/Applicant

JMH LLC

10. Are you, the applicant a veteran-owned business? Yes No ☒

11. Are you, the applicant a Historically Underutilized Business (HUB)? Yes No ☒





## ON-PREMISE PREQUALIFICATION PACKET

L-ON  
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

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☐ Reinstatement License/Permit Number

☒ Change of Licensed Location License/Permit Number

#### 2. Type of On-Premise License/Permit

- |                                                                                               |                                                                                |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>BG</b> Wine and Beer Retailer's Permit                            | <input checked="" type="checkbox"/> <b>LB</b> Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> <b>BE</b> Beer Retail Dealer's On-Premise License                    | <input type="checkbox"/> <b>MI</b> Minibar Permit                              |
| <input type="checkbox"/> <b>BL</b> Retail Dealer's On-Premise Late Hours License              | <input type="checkbox"/> <b>CB</b> Caterer's Permit                            |
| <input type="checkbox"/> <b>BP</b> Brewpub License                                            | <input type="checkbox"/> <b>FB</b> Food and Beverage Certificate               |
| <input type="checkbox"/> <b>V</b> Wine & Beer Retailer's Permit for Excursion Boats           | <input checked="" type="checkbox"/> <b>PE</b> Beverage Cartage Permit          |
| <input type="checkbox"/> <b>Y</b> Wine & Beer Retailer's Permit for Railway Dining Car        | <input type="checkbox"/> <b>RM</b> Mixed Beverage Restaurant Permit with FB    |
| <input checked="" type="checkbox"/> <b>MB</b> Mixed Beverage Permit                           |                                                                                |
| <input type="checkbox"/> <b>O</b> Private Carrier's Permit – For Brewpubs (BP) with a BG only |                                                                                |

#### 3. Indicate Primary Business at this Location

- |                                                |                                                              |                                        |
|------------------------------------------------|--------------------------------------------------------------|----------------------------------------|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel | <input type="checkbox"/> Bar           |
| <input type="checkbox"/> Grocery/Market        | <input type="checkbox"/> Sexually Oriented                   | <input type="checkbox"/> Miscellaneous |

#### 4. Trade Name of Location

DBA-Peckers Neighborhood Bar & Grill

#### 5. Location Address

303 S Texas

City

Weslaco

County

Hidalgo

State

Tx

Zip Code

78596

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State

Tx

Zip Code

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|--------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Corporation                          | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership                   | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____            |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Joint Venture                        |                                                 |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust                                |                                                 |

#### 9. Business Owner/Applicant

JMH LLC

10. Are you, the applicant a veteran-owned business? Yes No ☒

11. Are you, the applicant a Historically Underutilized Business (HUB)? Yes No ☒



|                                                                                                                                           |                    |                                                    |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------|-------------------------|
| <b>12. As indicated on the chart, enter the individuals that pertain to your business type:</b><br>(For additional space, use Form L-OIC) |                    |                                                    |                         |
| Individual/Individual Owner                                                                                                               |                    | Limited Liability Company/All Officers or Managers |                         |
| Partnership/All Partners                                                                                                                  |                    | Joint Venture/Venturers                            |                         |
| Limited Partnership/All General Partners                                                                                                  |                    | Trust/Trustee(s)                                   |                         |
| Corporation/All Officers                                                                                                                  |                    | City, County, University/Official                  |                         |
| Last Name<br>Hanks                                                                                                                        | First Name<br>Jack | MI                                                 | Title<br>Owner, MGR MBR |
| Last Name                                                                                                                                 | First Name         | MI                                                 | Title                   |
| Last Name                                                                                                                                 | First Name         | MI                                                 | Title                   |

|                                                                                                                                                                                                                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>MEASUREMENT INFORMATION</b><br>Section 109.31 et seq.                                                                                                                                                                                                                                                                                                       |  |
| <b>13.</b> Will your business be located within 300 feet of a church or public hospital?    Yes    No <input checked="" type="checkbox"/>                                                                                                                                                                                                                      |  |
| <i><b>NOTE:</b> For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.</i>                                                                                                                                                                           |  |
| <b>14.</b> Will your business be located within 300 feet of any private/public school, day care center or child care facility?    Yes    No <input checked="" type="checkbox"/>                                                                                                                                                                                |  |
| If "YES," are the facilities located on different floors or stories of the building?    Yes    No                                                                                                                                                                                                                                                              |  |
| <i><b>NOTE:</b> For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.</i>                                                     |  |
| <i><b>NOTE:</b> For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.</i>                                                                                                                                                          |  |
| <i><b>NOTE:</b> If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.</i> |  |
| <b>15.</b> Will your business be located within 1,000 feet of a private school?    Yes    No <input checked="" type="checkbox"/>                                                                                                                                                                                                                               |  |
| <b>16.</b> Will your business be located within 1,000 feet of a public school?    Yes    No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                |  |

|                                                                                                                           |                                           |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>60-DAY SIGN</b>                                                                                                        |                                           |
| <b>17.</b> As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location. | Exact Date (MM/DD/YYYY)<br><br>05/15/2019 |

|                                                                                                                                                                                                                                          |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>ALL APPLICANTS</b>                                                                                                                                                                                                                    |  |
| <b>18. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE <input type="checkbox"/></b><br>I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required. |  |



## WARNING AND SIGNATURE

### IF APPLICANT IS SHOWN AS:

Proprietorship  
Partnership  
Corporation  
Limited Partnership  
Limited Liability Partnership  
Limited Liability Company

### WHO MUST SIGN:

Individual Owner  
Partner  
Officer  
General Partner  
General Partner  
Officer/Manager

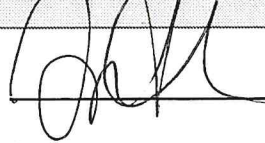
**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT  
NAME

Jack Hanks

SIGN  
HERE

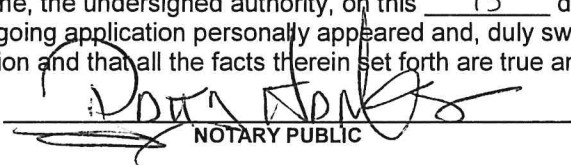


TITLE

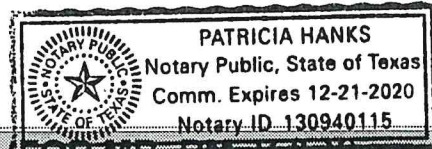
Owner, Operating Member

Before me, the undersigned authority, on this 15 day of May, 2019, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN  
HERE

  
NOTARY PUBLIC

SEAL



## CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE

\_\_\_\_\_  
City Secretary/Clerk

\_\_\_\_\_  
City

\_\_\_\_\_, TEXAS

SEAL

## CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

### Election for given location was held for:

- ☐ legal sale of all alcoholic beverages  
☐ legal sale of all alcoholic beverages except mixed beverages  
☐ legal sale of all alcoholic beverages including mixed beverages  
☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999  
☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

### OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

### AND EITHER:

- ☐ legal sale of mixed beverages

### OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders  
(applicant must apply for FB with BG or BE)

SIGN

HERE

\_\_\_\_\_  
City Secretary/Clerk

\_\_\_\_\_  
City

\_\_\_\_\_, TEXAS

SEAL



**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT  
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and \_\_\_\_\_ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22<sup>nd</sup> Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

**SIGN**

**HERE** \_\_\_\_\_, TEXAS

City Secretary/Clerk

City

**S E A L**

**CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)**

Section 11.37

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

**SIGN**

**HERE** \_\_\_\_\_ COUNTY

County Clerk

**S E A L**

**CERTIFICATE OF COUNTY CLERK (FOR BG & BE)**

Section 11.37 & 61.37

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

**Election for given location was held for:**

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

**OR IF ABOVE DOES NOT APPLY:**

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

**AND EITHER:**

- ☐ legal sale of mixed beverages

**OR**

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders  
(applicant must apply for FB with BG or BE)

**SIGN**

**HERE** \_\_\_\_\_ COUNTY

County Clerk

**S E A L**



**CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)**

Chapters 29 &amp; 70 et seq

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and \_\_\_\_\_ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22<sup>nd</sup> Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE \_\_\_\_\_

County Clerk

COUNTY \_\_\_\_\_

**S E A L****COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) &amp; 61.42 (b)

This is to certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number \_\_\_\_\_ Outlet Number \_\_\_\_\_

Print Name of Comptroller Employee \_\_\_\_\_

Print Title of Comptroller Employee \_\_\_\_\_

SIGN

HERE \_\_\_\_\_

FIELD OFFICE \_\_\_\_\_

**S E A L****PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)**

Section 11.39 and 61.38

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

ATTACH PRINTED  
COPY OF THE  
NOTICE HERE



**OWNERSHIP INFORMATION**  
Continued for Prequalification Packet

L-OIC  
(01/2018)

**LOCATION INFORMATION**

1. Trade Name of Location

*Peckers Neighborhood Bar & Grill*

2. Location Address

*303 S. Texas Blvd*

City

*Weslaco*

County

*Hidalgo*

State

*TX*

Zip Code

*78596*

**OWNER INFORMATION**

3. Type of Owner

☐

Individual

☐

Corporation

☐

City/County/University

☐

Partnership

☒

Limited Liability Company

☐

Other \_\_\_\_\_

☐

Limited Partnership

☐

Joint Venture

☐

Limited Liability Partnership

☐

Trust

Last Name

*Hanks*

First Name

*Jack*

MI

*J*

Title

*Owner*

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

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Title



# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Greg Kerr, Mayor Pro-Tem, District 2  
Leo Muñoz, Commissioner, District 1  
Jose "J.P." Rodriguez, Commissioner, District 3  
Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

## PLANNING DEPARTMENT

May 24, 2019

### Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 5, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 18, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

### **CONDITIONAL USE PERMIT REQUEST:**

Jack Hanks is requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 303 S. Texas, Also being N ½ of Lot 23 and all of Lot 24, Blk 26, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas.

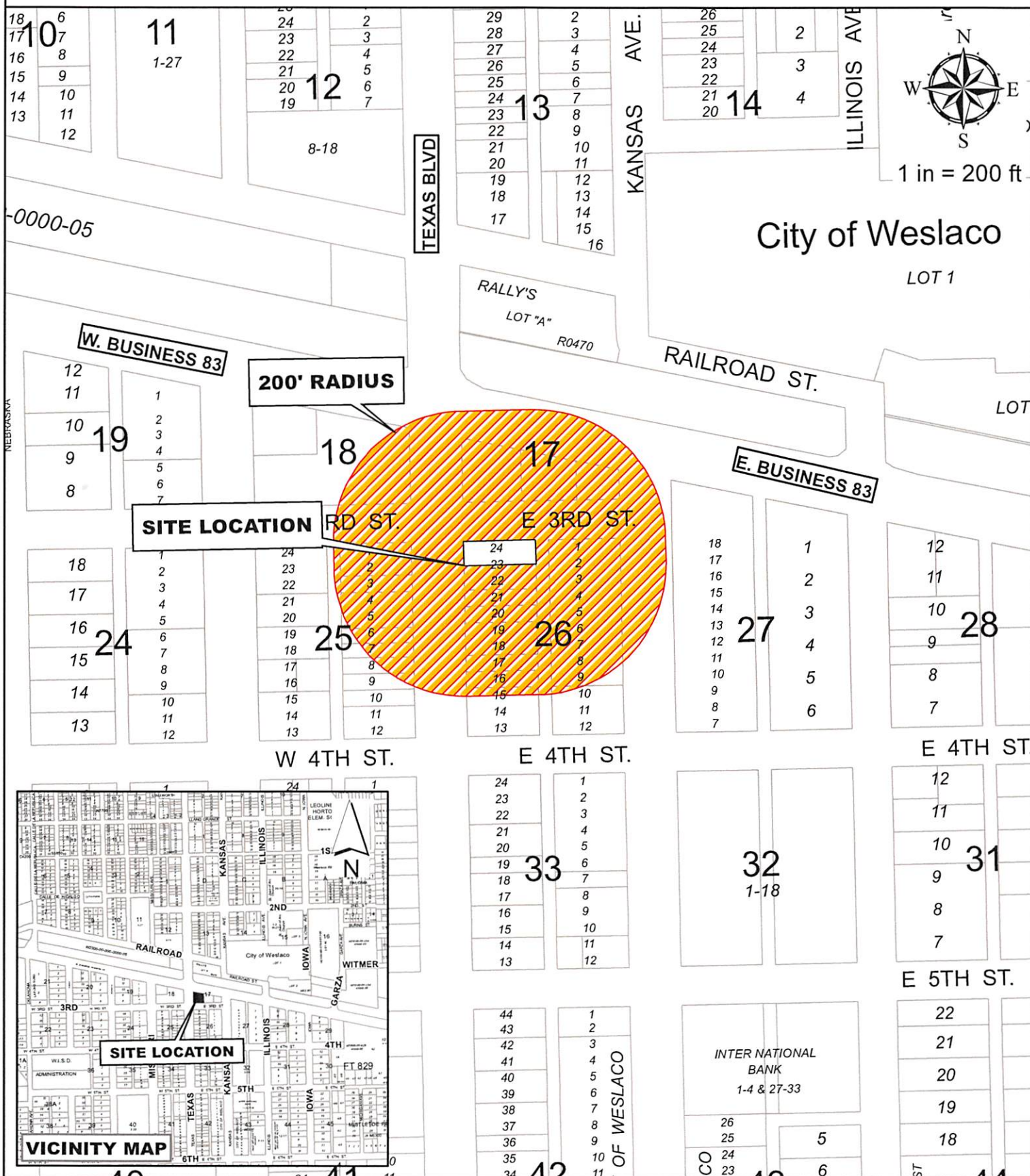
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente  
Senior Planner

## Engineering



MAY 22, 2019

|                                                                          |                                                                                                              |                        |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------|
| LOPEZ HUMBERTO GARCIA<br>113 E THIRD ST<br>WESLACO TX 78596              | W2300-00-017-0000-01<br>WESLACO ORIGINAL TOWNSITE BLK 17<br>LT W90' OF<br>108 E 3RD ST                       | L: 53325<br>B: 376885  |
| LOPEZ HUMBERTO GARCIA<br>113 E THIRD ST<br>WESLACO TX 78596              | W2300-00-017-0000-02<br>WESLACO ORIGINAL TOWNSITE BLK 17<br>W85' OF E150'<br>104 E 3RD ST                    | L: 40716<br>B: 22232   |
| LOPEZ EDGAR<br>113 E 3RD ST<br>WESLACO TX 78596-6101                     | W2300-00-017-0003-00<br>WESLACO ORIGINAL TOWNSITE BLK 17<br>LTS E65' OF 3-4<br>113 E 3RD ST                  | L: 20564<br>B: 63648   |
| SIESTA VILLAGE INC<br>2924 S INTERNATIONAL BLVD<br>WESLACO TX 78596-8420 | W2300-00-018-0000-00<br>WESLACO ORIGINAL TOWNSITE BLK 18<br>EXC NW 98'X90' TR<br>260 S TEXAS BLVD            | L: 186315<br>B: 527640 |
| GONZALEZ ENRIQUE JR<br>420 N 11TH<br>DONNA TX 78537-2714                 | W2300-00-025-0001-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LTS 1-2<br>300 S TEXAS BLVD                      | L: 36300<br>B: 243370  |
| ALONZO ENRIQUE<br>1200 N 15TH ST<br>MCALLEN TX 78501-4408                | W2300-00-025-0003-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LT 3<br>306 TEXAS                                | L: 19800<br>B: 118985  |
| CJ3 PROPERTY INVESTMENTS LLC<br>PO BOX 63<br>WESLACO TX 78596-6108       | W2300-00-025-0004-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LTS 4-5 & N 5' OF 6<br>308 S TEXAS BLVD          | L: 39930<br>B: 160403  |
| GONZALEZ ENRIQUE JR<br>420 N 11TH<br>DONNA TX 78537-2714                 | W2300-00-025-0006-00<br>WESLACO ORIGINAL TOWNSITE S20' L<br>OT 6 & N 2 1/2' LOT 7 BLK 25<br>326 S TEXAS BLVD | L: 17820<br>B: 71180   |
| OLIVEIRA LEONEL SR SR<br>322 S TEXAS BLVD<br>WESLACO TX 78596            | W2300-00-025-0007-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LT S 22 OF 7<br>338 S TEXAS BLVD                 | L: 17820<br>B: 37379   |
| OLIVEIRA LEONEL<br>332 S TEXAS BLVD<br>WESLACO TX 78596-6108             | W2300-00-025-0008-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LT 8<br>332 S TEXAS BLVD                         | L: 19800<br>B: 61598   |
| ADAMS EMILY LEE<br>332 S TEXAS BLVD<br>WESLACO TX 78596-6108             | W2300-00-025-0009-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LT 9<br>336 S TEXAS BLVD                         | L: 19800<br>B: 17840   |
| GONZALEZ VICTOR DANIEL<br>338 S TEXAS BLVD<br>WESLACO TX 78596-6108      | W2300-00-025-0010-00<br>WESLACO ORIGINAL TOWNSITE BLK 25<br>LT 10<br>338 S TEXAS BLVD                        | L: 19800<br>B: 41200   |

MAY 22, 2019

|                                                                       |                                                                                                        |                       |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------|
| DITTBURNER LARRY<br>260 S TEXAS BLVD STE 400<br>WESLACO TX 78596-6191 | W2300-00-026-0001-10<br>WESLACO ORIGINAL TOWNSITE LOTS 1<br>THRU 9 BLK 26<br>107 E 3RD ST              | L: 107663<br>B: 34577 |
| AGD LP<br>PO BOX 8097<br>WESLACO TX 78599-8097                        | W2300-00-026-0010-10<br>WESLACO ORIGINAL TOWNSITE LOTS 1<br>0-12 BLK 26<br>0 E 4TH ST                  | L: 40013<br>B: 0      |
| AGD LP<br>PO BOX 8097<br>WESLACO TX 78599-8097                        | W2300-00-026-0013-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LTS 13,14,15<br>345 S TEXAS BLVD           | L: 54450<br>B: 295566 |
| PHOENIX DBD LLC<br>615 W 18TH ST<br>WESLACO TX 78596-7808             | W2300-00-026-0016-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LT 16<br>337 S TEXAS BLVD                  | L: 19800<br>B: 109003 |
| ARJONA HUGO A & MARIA G<br>331 S TEXAS BLVD<br>WESLACO TX 78596-6113  | W2300-00-026-0017-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LT 17<br>331 S TEXAS BLVD                  | L: 19800<br>B: 93394  |
| CORTEZ JOE & MARIA E<br>321 S TEXAS<br>WESLACO TX 78596               | W2300-00-026-0018-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LTS 18,19<br>321 S TEXAS BLVD              | L: 36300<br>B: 123700 |
| CORTEZ JOE & MARIA E<br>321 S TEXAS<br>WESLACO TX 78596               | W2300-00-026-0020-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LT 20<br>0 S TEXAS BLVD                    | L: 19800<br>B: 1174   |
| CORTEZ JOE & MARIA E<br>321 S TEXAS<br>WESLACO TX 78596               | W2300-00-026-0021-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LT 21<br>313 S TEXAS BLVD                  | L: 19800<br>B: 1615   |
| LEMARROY LIDIA<br>309 S TEXAS BLVD<br>WESLACO TX 78596-6113           | W2300-00-026-0022-00<br>WESLACO ORIGINAL TOWNSITE BLK 26<br>LTS 22 & S 1/2 23<br>309 S TEXAS BLVD      | L: 27225<br>B: 123442 |
| GARCIA JOSE LUIS<br>PO BOX 1709<br>WESLACO TX 78599-1709              | W2300-00-026-0023-00<br>WESLACO ORIGINAL TOWNSITE N1/2-L<br>T 23 & ALL LT 24 BK 26<br>303 S TEXAS BLVD | L: 27225<br>B: 199673 |



# 303 S Texas

Conditional Use Permit

Legend



W Business 83

E Railroad St

BUSINESS 83

E Business 83

S Missouri Ave

S. TEXAS BLVD.

E. 3RD ST.

S. KANSAS AVE.

88

W 4th St

E. 4TH ST.

E 4th St

Google Earth

© 2018 Google  
© 2018 INEGI

400 ft







## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2537 |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |
| <b>Subject:</b><br>Discussion and consideration on Ordinance 2019-22 amending ordinance number 2018-02, the City of Weslaco Zoning Ordinance; codified as chapter 150 of the Weslaco Code of Ordinances, adopting new regulations related to time limitation (6 months) to reapply for rezone; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-22. Possible action. (Staffed by Planning & Code Enforcement Department.) |                 |                                                              |
| <b>Background:</b><br>The proposed ordinance will create a refiling time frame for denied Public Hearings including rezones and conditional use permits. An applicant will not be eligible to refile an application until after a six month period.                                                                                                                                                                                                                                                                                      |                 |                                                              |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Term of Impact: | Identified in Current Budget:                                |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning & Zoning Commission recommended approval of the zoning ordinance amendment for a six (6) month period on June 5, 2019.                                                                                                                                                                                                                                                                                                         |                 |                                                              |
| Kayla Arevalo<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 | Created/Initiated<br>New                                     |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |
| <b>Attachments, if any:</b><br>Zoning Reapplication Time Limits, O2019-22 amend Zoning Ord Chapter 150                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |
| <b>Responsibilities upon Approval:</b><br>Staff will enforce newly adopted regulation to the ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |



LAW OFFICE OF  
**JUAN E. GONZALEZ**

3110 E. Bus. Hwy 83, Weslaco, Texas 78596  
TEL: (956) 447-5585  
Fax: (956) 447-8637  
email: [juanegonzalez@jeglaw.net](mailto:juanegonzalez@jeglaw.net)

---

April 25, 2019

City of Weslaco  
Attn: City Manager  
255 S. Kansas  
Weslaco, Texas 78596

Re: Zoning Ordinance-Applications

This opinion is being prepared pursuant to a request by the City Manager and staff on time limitations for refiling a request for rezoning after it has been initially denied.

The two issues here are whether or not a proponent can reapply for a zone change after it is denied by the City Council or the Planning and Zoning Commission and whether there are any time limits to reapplication. State law does not specifically address this issue nor does our municipal charter or zoning ordinance. After researching this issue I discovered that most cities put a time limit on their ordinances forbidding a similar request for six (6) or twelve (12) months after a request is denied. *Texas Municipal Law Manual, Third Edition (1998)*. The obvious rationale for these time limitations are to prevent a City getting flooded with reapplications with only minor changes.

The next issue is whether or not the City has the power to amend its zoning ordinance and add language setting time limits for reapplications. The answer is yes. Municipalities have the power to enact zoning regulation (or zoning ordinances) for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance. *Texas Local Government Code § 211.001*. The power to zone is quite broad, and zoning regulations are given great deference by the courts. These powers are not unlimited. However, most limits are based on constitutional issues which do not apply to time limits for reapplying for a rezone. Keystone Bituminous Coal Assn. v. DeBenedictus, 480 U.S. 470; 94 L.Ed. 2d 472 (1987).

If the City Commission so desires we can amend the City Zoning Ordinance 2018-02 in Section 150-20 to add a subsection (h) with the following language:

“Once an application has been denied by the City Commission a similar request for the same application may not be filed for ( insert six(6) or twelve (12) months) unless there are extenuating circumstances that require emergency action.”

If you have any additional questions or you need additional information feel free to contact me at the phone number or email listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez

ORDINANCE 2019-22

AN ORDINANCE AMENDING ORDINANCE NUMBER 2018-02, THE CITY OF WESLACO ZONING ORDINANCE; CODIFIED AS CHAPTER 150 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; 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 I.

Ordinance 2018-02 passed and approved on February 6, 2018 as “Zoning Ordinance” and Codified as Chapter 150 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new zoning ordinance will be adopted and codified as Chapter 150 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 150 ZONING ORDINANCE

Sec. 150-20

(h) Once an application has been denied by the City Commission a similar request for the same application may not be filed for six (6) months unless there are extenuating circumstances that require emergency action.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18<sup>th</sup> day of June 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_, 2019.

CITY OF WESLACO

\_\_\_\_\_  
David Suarez, MAYOR

ATTEST:

\_\_\_\_\_  
Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Juan E. Gonzalez, CITY ATTORNEY



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                             |                                     | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2443 |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                                                              |
| <b>Subject:</b><br>Discussion and consideration on agreement with Hidalgo County Elections Department to conduct the City of Weslaco Special Election on July 16, 2019 to fill a vacancy for Commissioner District 4 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)                                                                                              |                                     |                                                              |
| <b>Background:</b><br>Commission action on May 7, 2019 approved an Order of Special Election and Notice of Special Election to fill a vacancy for Commissioner District 4 to be held on July 16, 2019. This allows the Hidalgo County Elections Department to manage the polling locations for the Special Election during early voting and election day, providing equipment and workers and if necessary manage a runoff election. |                                     |                                                              |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                              | Term of Impact:                     | Identified in Current Budget:                                |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                                              |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                         |                                     |                                                              |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                        |                                     |                                                              |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                            |                                     |                                                              |
| Aida Vega<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                              | Created/Initiated<br>Final Approval |                                                              |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                                                              |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                                                              |
| <b>Attachments, if any:</b><br>Contract Special Election July 16                                                                                                                                                                                                                                                                                                                                                                     |                                     |                                                              |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                                                              |



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 a **Special Election** to be held on **July 16, 2019**.

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 **July 16, 2019** 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, if applicable 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 Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election 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; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a countywide polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish countywide polling places for the election held on **July 16, 2019** and **any resulting runoff**; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in

the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, the 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 **July 16, 2019**, and **any Runoff**, if applicable.

## ARTICLE II SERVICES

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

- (A) Procure, provide, 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 and Election Day polling locations, 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 Verity Touch 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 locations 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 (print 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 by the Entity;
- (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 general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (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, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (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 cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of \$10.00 per hour per person. *(additional cost for Early Voting extended hours requested by ENTITY will be paid proportionately by ENTITY when or if applicable).*
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (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; and
  - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (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.
- (J) Create the appropriate ballot style and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

### 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 ensuring 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. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

### 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 Verity Touch Voting Machines:

- (A) One base charge of \$475.00 for Coding Verity Touch ballot for voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for Audio Files;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) The amount of \$186.00 leasing fee for each Verity Controller, a \$186.00 leasing fee for each Verity Touch Voting Machine and a \$210.00 leasing fee for each Verity Touch Access Voting Machine;
- (E) Cost of delivery and pick-up of Verity Touch Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees 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 laptop rentals 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 Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. 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 rental fees incurred for early voting polling places and Election Day polling places, as ordered;
- 6.07 (A) 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 a the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;
- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;
- 6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 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 \$4.99 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 remaining balance, if any, 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  
Elections Administrator  
Hidalgo County Elections Department  
101 S. 10<sup>th</sup> Ave  
Edinburg, Texas 78540

David Suarez  
City Mayor  
City of Weslaco  
255 S. Kansas Ave.  
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 \_\_\_\_\_, 2019

APPROVAL COUNTY OF HIDALGO:

CITY OF WESLACO  
ENTITY

BY: \_\_\_\_\_  
RICHARD F. CORTEZ  
COUNTY JUDGE

BY: \_\_\_\_\_

PRINT: DAVID SUAREZ  
TITLE: CITY MAYOR

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
ARTURO GUAJARDO, JR.  
COUNTY CLERK

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
YVONNE RAMÓN  
ELECTIONS ADMINISTRATOR

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY  
RICARDO RODRIGUEZ, JR.

BY: \_\_\_\_\_  
JOSEPHINE RAMIREZ SOLIS,  
Assistant District Attorney



## 2019 Hidalgo County Elections Contract Estimate

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<br>Special Election |                                                                                 | DATE: July 16, 2019 |            |             |         |
|-----------------------------------------------|---------------------------------------------------------------------------------|---------------------|------------|-------------|---------|
| 6.01                                          | Coding Services for HART                                                        | Price               | Quantity   | Total       |         |
| A                                             | Base Charge: Ballot Coding                                                      | \$475.00            | 1          | \$475.00    |         |
| C                                             | Ballot Audio Files                                                              | \$10.00             | 5          | \$50.00     |         |
| F                                             | Election Media per Polling Location(s)                                          | \$100.00            | 3          | \$300.00    |         |
| G                                             | Verity Controller(s)                                                            | \$186.00            | 3          | \$558.00    |         |
| G                                             | Touch Voting Machine(s)                                                         | \$186.00            | 6          | \$1,116.00  |         |
| G                                             | Touch Access Voting Machine(s)                                                  | \$210.00            | 3          | \$630.00    |         |
| H                                             | Delivery/ Pick-up Fee (includes Mileage)                                        | \$700.00            | 1          | \$700.00    |         |
| Total iVotronic Coding Charges                |                                                                                 |                     |            | \$3,829.00  |         |
| 6.02                                          | Electronic Poll Book (VoteSafe)                                                 | Price               | Quantity   | Total       |         |
| A                                             | Voter Registration Database Access (Per Day)                                    | \$100.00            | 12         | \$1,200.00  |         |
| B                                             | EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)               | \$150.00            | 3          | \$450.00    |         |
| C                                             | Printer Labels (3,967 per vote)                                                 | \$0.03              | 7,934      | \$238.02    |         |
| D                                             | Username/Password - Per Polling Location                                        | \$20.00             | 3          | \$60.00     |         |
| Total Electronic Poll Book Charges            |                                                                                 |                     |            | \$1,948.02  |         |
| 6.03                                          | Supplies                                                                        | Price               | Quantity   | Total       |         |
|                                               | Early Voting Combination Forms                                                  | \$0.55              | 100        | \$55.00     |         |
|                                               | Election Day Combination Forms                                                  | \$0.55              | 100        | \$55.00     |         |
|                                               | Election Judge Kit for Early Voting                                             | \$35.00             | 1          | \$35.00     |         |
|                                               | Election Judge Kit for Election Day                                             | \$35.00             | 2          | \$70.00     |         |
|                                               | Verity Access Thermal Code paper (per vote)                                     | \$0.10              | 3,967      | \$396.70    |         |
|                                               | I VOTED stickers (per vote)                                                     | \$0.01              | 3,967      | \$39.67     |         |
|                                               | Polling Location Map(s)                                                         | \$17.00             | 3          | \$51.00     |         |
|                                               | 100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each. | \$0.20              | 200        | \$40.00     |         |
| Total Supplies Charges                        |                                                                                 |                     |            | \$742.37    |         |
| 6.04                                          | Mail & Ballot Service                                                           | Price               | Quantity   | Total       |         |
|                                               | Mail-in-Ballot Applications                                                     | \$0.25              | 200        | \$50.00     |         |
|                                               | Paper Ballots for Mail-in-Ballots and Provisionals                              | \$0.40              | 300        | \$120.00    |         |
|                                               | Mail-in-Ballots Kit(s) per request                                              | \$2.00              | 200        | \$400.00    |         |
|                                               | Postage Mail-in-Ballots (per request)                                           | \$0.61              | 200        | \$122.00    |         |
|                                               | Correspondence Postage                                                          | \$0.49              | 2          | \$0.98      |         |
| Total Mail & Ballot Service Charges           |                                                                                 |                     |            | \$692.98    |         |
| 6.05                                          | 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  |         |
| 6.07                                          | *Payroll for Training and Election Poll Workers                                 | Price               | Total      |             |         |
| (A)                                           | Payroll for Early Voting Employees                                              | \$8,147.00          | \$8,147.00 |             |         |
|                                               | Payroll for Election Day Employees                                              | \$1,910.00          | \$1,910.00 |             |         |
| Total Payroll Charges                         |                                                                                 |                     |            | \$10,057.00 |         |
| 6.07                                          | Payroll for Staff Overtime                                                      | Price               | Total      |             |         |
| (B)                                           | Payroll for Early Voting and Eleciton Day Staff Employees                       | \$5,014.41          | \$5,014.41 |             |         |
| Total Payroll Charges                         |                                                                                 |                     |            | \$5,014.41  |         |
| 6.08                                          | Payroll for Ballot Board                                                        | Price               | Quantity   | Total       |         |
|                                               | Ballot Board                                                                    | \$250.00            | 1          | \$250.00    |         |
| Total Ballot Board Charges                    |                                                                                 |                     |            | \$250.00    |         |
| 6.10                                          | Insurance                                                                       | Hourly rate         | Hours wk   | %           | Total   |
|                                               | Liability insurance for Early Voting Supervisors ( 1 )                          | \$ 14.00            | 131        | 0.0021      | \$3.85  |
|                                               | (hourly rate X hrs worked X .0021)                                              |                     |            |             |         |
|                                               | Liability insurance for Early Voting Clerks ( 4 )                               | \$ 12.00            | 524        | 0.0021      | \$13.20 |
|                                               | (hourly rate X hrs worked X .0021)                                              |                     |            |             |         |
|                                               | Liability insurance for Election Day Presiding Judges ( 2 )                     | \$ 14.00            | 30         | 0.0021      | \$0.89  |
|                                               | (hourly rate X hrs worked X .0021)                                              |                     |            |             |         |
|                                               | Liability insurance for Election Day Alternate/Clerks ( 8 )                     | \$ 12.00            | 120        | 0.0021      | \$3.03  |
|                                               | (hourly rate X hrs worked X .0021)                                              |                     |            |             |         |
| Total Insurance Charges                       |                                                                                 |                     |            | \$20.97     |         |
| 6.11                                          | Cell Phones                                                                     | Price               | Quantity   | Total       |         |
|                                               | Verizon Wireless phone (subject to change with out notice) (2)                  | \$90.00             | 1          | \$90.00     |         |
| Total Cell Phone Charges                      |                                                                                 |                     |            | \$90.00     |         |
| 6.12                                          | Subtotal                                                                        |                     |            | \$24,444.75 |         |
|                                               | Administrative Fees (10%)                                                       |                     |            | \$2,444.48  |         |
|                                               | ESTIMATED GRAND TOTAL                                                           |                     |            | \$26,889.23 |         |



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                    |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2523 |  |
| <b>From:</b><br>Pete Garcia                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to award RFB No. 2018-19-14 for fuel to the most advantageous bidder, Meritum Energy Holdings LP, DBA Pico Propane & Fuels, price agreement effective for one year starting on date of award with an option for an additional year renewal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) |                 |                                                              |  |
| <b>Background:</b><br>Pico Propane & Fuels has been recommended for award by the Public Works Department based on bid tabulation / ranking.                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                     | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>1st advertisement: 5/15/2019 Advance News Journal<br>2nd advertisement: 5/22/2019 Advance News Journal                                                                                                                                     |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| Lucy Espinoza                                                                                                                                                                                                                                                                                                                                                                                               |                 | Created/Initiated                                            |  |
| Pete Garcia                                                                                                                                                                                                                                                                                                                                                                                                 |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                  |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve lowest most advantageous bidder.                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval for the above mentioned.                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Attachments, if any:</b><br>FUEL BID TAB PICO BID                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |





**CITY OF WESLACO  
UNLEADED AND DIESEL FUEL  
TABULATION  
BID OPENING DATE: May 31, 2019 @ 3:00 p.m.  
BID NO: 2018-19-14**



| Company                    | # Gallons<br>Estimated |   | Over Rack<br>Charge | Delivery<br>Charge | True<br>Margin | Estimate<br>Cost | Estimate<br>Average | Rank |
|----------------------------|------------------------|---|---------------------|--------------------|----------------|------------------|---------------------|------|
| Pico Propane & Fuels       |                        |   |                     |                    |                |                  |                     |      |
| Mr. Jim H. Elliff          | 100000                 | U | 0.005               | 0                  | <u>0.0050</u>  | 500              | <u><u>750</u></u>   | 1    |
| 811 S. International Blvd. |                        |   |                     |                    |                |                  |                     |      |
| Weslaco, TX 78596          | 50000                  | D | 0.005               | 0                  | <u>0.0050</u>  | 250              |                     |      |
| Phone: (956) 802-3572      |                        |   |                     |                    |                |                  |                     |      |
| Oil Patch Fuel & Supply    |                        |   |                     |                    |                |                  |                     |      |
| Ms. Gloria Grez            | 100000                 | U | 0.0075              | 0                  | <u>0.0075</u>  | 750              | <u><u>995</u></u>   | 2    |
| 4004 N. Cdge Blvd.         |                        |   |                     |                    |                |                  |                     |      |
| Pharr, Tx 78577            | 50000                  | D | 0.0049              | 0                  | <u>0.0049</u>  | 245              |                     |      |
| (956)781-9047              |                        |   |                     |                    |                |                  |                     |      |
| Gold Star Petroleum Inc.   |                        |   |                     |                    |                |                  |                     |      |
| Mr. J.J. Rodriguez         | 100000                 | U | 0.0097              | 0                  | <u>0.0097</u>  | 970              | <u><u>1455</u></u>  | 3    |
| P.O. Box 11151             |                        |   |                     |                    |                |                  |                     |      |
| Spring, Tx 77391           | 50000                  | D | 0.0097              | 0                  | <u>0.0097</u>  | 485              |                     |      |
| Phone: (281) 379-5928      |                        |   |                     |                    |                |                  |                     |      |
| Petroleum Traders Corp.    |                        |   |                     |                    |                |                  |                     |      |
| Ms. Gayle Newton           | 100000                 | U | 0.0192              | 0                  | <u>0.0192</u>  | 1920             | <u><u>1690</u></u>  | 4    |
| 7120 Pointe Inverness Way  |                        |   |                     |                    |                |                  |                     |      |
| Fort Wayne, IN 46804       | 50000                  | D | -0.0046             | 0                  | <u>-0.0046</u> | -230             |                     |      |
| Phone: (888) 637-7661      |                        |   |                     |                    |                |                  |                     |      |
| Pinnacle Petroleum         |                        |   |                     |                    |                |                  |                     |      |
| Liz McKinley               | 100000                 | U | 0.0284              | 0.0588             | <u>0.0872</u>  | 8720             | <u><u>13080</u></u> | 5    |
| 16651 Gemini Lane          |                        |   |                     |                    |                |                  |                     |      |
| Huntington Beach, CA 92647 | 50000                  | D | 0.0284              | 0.0588             | <u>0.0872</u>  | 4360             |                     |      |
| Phone: (714) 841-8877      |                        |   |                     |                    |                |                  |                     |      |

Estimated annual usage all departments

|               |         |
|---------------|---------|
| Unleaded Fuel | 100,000 |
| Diesel Fuel   | 50,000  |

**CITY OF WESLACO  
UNLEADED AND DIESEL FUEL  
BID FORM**

The Pico Propane's Fuels (bidder), having read the instructions and specifications proposes to furnish the Service and Material for the full and firm price indicated below, in full compliance with the specifications.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Terms of delivery to be negotiated with successful bidder.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this 31st day of May, 2019.

| # Gallon<br>Estimate | Over Rack<br>Charge | Delivery Charge |
|----------------------|---------------------|-----------------|
| 4,000 U/L            | <u>0.0050</u>       | <u>—</u>        |
| 2,000 Dsl            | <u>0.0050</u>       | <u>—</u>        |

Delivery charge based on delivery of approximate gallons:

|                                        |                 |
|----------------------------------------|-----------------|
| Estimated annual usage all departments |                 |
| Unleaded Fuel                          | 100,000 Gallons |
| Diesel Fuel                            | 50,000 Gallons  |

This Bid must be signed by an authorized representative to become valid.

Delivery Date: \_\_\_\_\_

Company: Pico Propane's Fuels Address: 811 S. International

City: Weslaco State: TX Zip Code: 76596

E-Mail: jelliff@pico propane.com

Phone Number: 956-802-3572 Fax Number: 956-583-6626

Authorized Signature: [Signature] Title: Sales

Jim H. Elliff

Please print above signature



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2525 |  |
| <b>From:</b><br>Pete Garcia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to award RFB No. 2018-19-15 for Street Materials to the most advantageous bidders: Terra Firma Materials, CAPA Materials, Green Dream International, Frontera Materials, and Asphalt Oil Express based on Street Material-Bid Tabulation, price agreement effective for one year starting on date of award with an option for an additional year renewal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>Background:</b><br><br>Public Works staff is recommending to award RFB No.: 2018-19-15 for Street Materials to the most advantageous bidders and bidder who offers the best value as allowed through Texas Local Government Code 252.043: Hot Mix Delivered = Terra Firma Materials \$63.78 a ton; Hot Mix at Location = Frontera \$59.25 a ton; Cold Mix Delivered = CAPA \$90.00 a ton; Cold Mix at Location = Frontera \$83.00 a ton; Caliche Delivered = Green Dream \$11.88 a ton; Caliche at Location = Frontera \$4.00 a ton; MC30 Oil Delivered = Asphalt Oil Express \$5.75 a gallon; MC30 Oil at Location = Asphalt Oil Express \$5.25 a gallon. Price agreement effective for one year starting on date of award with an option for an additional year renewal. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| Lucy Espinoza                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 | Created/Initiated                                            |  |
| Pete Garcia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve lowest most advantageous bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Attachments, if any:</b><br>STREET MATERIAL BID TAB LGC252.043                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |

|                                        |
|----------------------------------------|
| <b>Responsibilities upon Approval:</b> |
|----------------------------------------|





**CITY OF WESLACO**  
**STREET MATERIAL - RFB NO.: 2018-19-15 TABULATION**  
**Bid Opening held on: 5/31/2019 @ 3:00 PM**

FRONTERA MATERIALS, INC.  
 Barry M Ehlinger  
 P.O. Box 1449  
 Elsa, Texas 78543  
 Phone No.: 956.607.5965  
 barry@fmitex.com

CAPA / Upper Valley Materials  
 Steve Boyd  
 3609 W. Palma Vista Drive  
 Palmview, Texas 78572  
 Phone No.: 956.369.5250  
 sboyd@capatexas.com

Green Dream International  
 Varand Vartanian  
 32 W. 8th St.  
 Erie, PA 16501  
 Phone No.: 814-616-7800  
 info@gdicompany.com

Terra Firma Materials, LLC  
 Samantha Gonzalez  
 9312 E. Curve Rd.  
 Edinburg, Texas 78542  
 Phone No.: 956.348.8212  
 estimating@terrafirmamaterials.com

Asphalt Oil Express  
 Edwardo Garza  
 P.O. Box 3217  
 Edinburg, Texas  
 Phone No.: 956.270.8929  
 eg2377@yhoo.com

| Item | Description                   | Estimated Qty | Unit Price | Total Price    | Unit Price | Total Price    | Unit Price | Total Price  | Unit Price | Total Price   | Unit Price | Total Price  |
|------|-------------------------------|---------------|------------|----------------|------------|----------------|------------|--------------|------------|---------------|------------|--------------|
| 1    | Hot Mix - Tons Delivered      | 15,000        | \$67.50    | \$1,012,500.00 | \$69.50    | \$1,042,500.00 | NO BID     | NO BID       | \$63.78    | \$956,700.000 | NO BID     | NO BID       |
| 2    | Hot Mix - Tons at Location    | 3,000         | \$59.25 *  | \$177,750.00   | \$64.50    | \$193,500.00   | NO BID     | NO BID       | \$57.28    | \$171,840.000 | NO BID     | NO BID       |
| 3    | Cold Mix - Tons Delivered     | 700           | \$93.50    | \$65,450.00    | \$90.00    | \$63,000.00    | NO BID     | NO BID       | \$95.95    | \$67,165.000  | NO BID     | NO BID       |
| 4    | Cold Mix - Tons at Location   | 700           | \$83.00    | \$58,100.00    | \$85.00    | \$59,500.00    | NO BID     | NO BID       | \$89.45    | \$62,615.000  | NO BID     | NO BID       |
| 5    | Caliche - Tons Delivered      | 21,000        | \$13.00    | \$273,000.00   | NO BID     | NO BID         | \$11.88    | \$249,480.00 | \$13.95    | \$292,950.000 | NO BID     | NO BID       |
| 6    | Caliche - Tons at Location    | 5,000         | \$4.00     | \$20,000.00    | NO BID     | NO BID         | \$4.620    | \$23,100.00  | \$5.25     | \$26,250.000  | NO BID     | NO BID       |
| 7    | MC30 Oil - Gallon Delivered   | 20,000        | NO BID     | NO BID         | NO BID     | NO BID         | NO BID     | NO BID       | \$7.45     | \$149,000.000 | \$5.75     | \$115,000.00 |
| 8    | MC30 Oil - Gallon at Location | 20,000        | NO BID     | NO BID         | NO BID     | NO BID         | NO BID     | NO BID       | \$6.24     | \$124,800.000 | \$5.25     | \$105,000.00 |

FRONTERA

CAPA

Green Dream

Terra Firma

Asphalt Oil Express

**Tabulation created by: Homer Rhodes**

DATE: 6/5/2019

\*\*\* Item 2 Best value for municipality based on Texas Local Govt. Code 252.043

## Texas Local Government Code - LOC GOV'T § 252.043. Award of Contract

### Search Texas Statutes

Search by Keyword or Citation

Enter Keyword or Citation

 Search

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(a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

(b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

(b-1) In addition to the considerations provided by Subsection (b), a joint board described by [Section 22.074\(d\), Transportation Code](#), that awards contracts in the manner provided by this chapter may consider, in determining the best value for the board, the impact on the ability of the board to comply with laws, rules, and programs relating to contracting with small businesses, as defined by [13 C.F.R. Section 121.201](#).

(c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.





## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                        |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2486 |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |
| <b>Subject:</b><br>Discussion and consideration on Ordinance 2019-23 establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-23. Possible action. (staffed by the City Manager.) |                 |                                                              |
| <b>Background:</b>                                                                                                                                                                                                                                                                                                                              |                 |                                                              |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                             |                 |                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                         | Term of Impact: | Identified in Current Budget:                                |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading                                                                                                                                                                                                                                                            |                 |                                                              |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                    |                 |                                                              |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                   |                 |                                                              |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                       |                 |                                                              |
| Aida Vega<br>Mike Perez                                                                                                                                                                                                                                                                                                                         |                 | Created/Initiated<br>Final Approval                          |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                       |                 |                                                              |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                                                                                                                                                                                                        |                 |                                                              |
| <b>Attachments, if any:</b><br>O2019-23 creation of Citizens DRAINAGE BOARD                                                                                                                                                                                                                                                                     |                 |                                                              |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                          |                 |                                                              |

## **ORDINANCE 2019-23**

**AN ORDINANCE AMENDING PART II-CODE OF ORDINANCES, CHAPTER 2 ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF WESLACO, TEXAS BY PROVIDING A NEW ARTICLE; ESTABLISHING ARTICLE XI. DRAINAGE; CREATING SECTION 2-280 THROUGH SECTION 2-284; CREATING A CITIZENS DRAINAGE ADVISORY BOARD; PROVIDING FOR THE COMPOSITION, GENERALLY AND APPOINTMENT OF THE MEMBERS; PROVIDING FOR THE TERMS OF MEMBERS, FILLING OF VACANCIES; PROVIDING FOR AN EX-OFFICIO MEMBER(S); PROVIDING FOR GENERAL DUTIES; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

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

### **ARTICLE XI. – DRAINAGE**

**Section 2-280:** Create the Citizens Drainage Advisory Board.

There is hereby created a drainage advisory board to be known as the "Citizens Drainage Advisory Board."

**Section 2-281:** Composition, Generally; Appointment of Members.

The Drainage Advisory Board shall be composed of nine (9) members appointed by the City Commission, with the advice of the City Manager.

**Section 2-282:** Terms of Members; Filling of Vacancies.

- a) Qualifications. The Drainage Board members shall be resident citizens, taxpayers, and qualified voters of the city.
- b) Appointment, Terms of office. Members shall serve no more than two (2) terms of three (3) years each term, for a total of no more than six (6) years. The City Commission will have the ability to waive the term limit.
- c) Vacancies. Vacancies shall be filled for the full or unexpired term in the same manner as provided for in the original appointments and all expired terms.
- d) Compensation. Members of the board shall serve without compensation;
- e) Quorum. Five (5) board members shall constitute a quorum.
- f) Officers. The board shall elect its own officers.

- g) Minutes. The board shall keep minutes of its meetings. The minutes may be taken and transcribed by city staff.

**Section 2-283: Ex-Officio Member(s).**

The City Engineer or their designee and the Public Works Director or their designee shall be Ex-Officio members of the advisory board without voting rights.

**Section 2-284: General Duties.**

- a) The Board will develop a proposed scheduling of drainage Capital Improvements Projects and make recommendations on the planning implementation and funding of the drainage projects as recommended in the 2019 City of Weslaco Stormwater Improvement Plan.
- b) The Board will present a report at least every six months to the City Commission on the status on the drainage projects.
- c) The Board shall be an advisory board and make any/all drainage issues recommendations to the City Commission. Any/all recommendations will be staffed by the Citizens Drainage Advisory Board, City Manager, and Mayor.
- d) The City Commission shall have final approval of all goals and objectives that will be implemented within the city for drainage improvements taking into consideration total community needs.
- e) The City Commission shall determine and establish the general policies and programs for the operation, conduct and management of the Board.
- f) The City Engineer and Public Works Director shall be responsible to the City Manager for the efficient and proper operation of the city's Drainage Advisory Board.
- g) Monthly reports regarding maintenance, equipment, and departmental personnel will be provided to the Board by the Public Works Department.
- h) Monthly reports regarding drainage improvement projects and the project budgets will be provided to the Board by the Engineering Department.
- i) Absenteeism: In accordance to Resolution 2014-62, three (3) absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.
- j) Make recommendations to City Commission on drain ditch and drain pipe maintenance.

**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.

**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 18<sup>th</sup> day of June 2019.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF WESLACO**

**BY:** \_\_\_\_\_

David Suarez, **MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_

Myra L. Ayala Garza, **CITY SECRETARY**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_

Juan E. Gonzalez, **CITY ATTORNEY**



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                   |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2527 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to award a purchase contract through TRANE's Buy Board Contract 552-17 to replace and install 1 - 30 ton air-cooled condensing unit at city hall and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks Department.) |                 |                                                              |  |
| <b>Background:</b><br>CITY HALL HAS TWO 30 TON CONDENSING UNITS. THIS NEW UNIT WILL REPLACE UNIT #2 WHICH HAS ONE FAILED COMPRESSOR AND SECOND COMPRESSOR IS NEAR SAME CONDITION. THE COILS AND FINS ARE BRITTLE TO THE TOUCH. THIS UNIT IS ORIGINAL EQUIPMENT INSTALLED IN 2005 BUILDING RENOVATION.      |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                        |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                    | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                              |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                  |                 |                                                              |  |
| Omar Rodriguez<br>Omar Rodriguez<br>Vidal Roman<br>Mike Perez                                                                                                                                                                                                                                              |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>STAFF RECOMMENDS APPROVAL.                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Attachments, if any:</b><br>TRANE PROPOSAL 2692913 CITY HALL CONDENSOR UNIT #2,<br>19_8074508_WESLACO_CITY_HALL_Vazquez__Jose_L_05_31_2019_05_10_PM_FieldReport_2                                                                                                                                       |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                     |                 |                                                              |  |





LET'S GO BEYOND™

BUYBOARD#552-17



Trane U.S. Inc. dba Trane  
1240 North Vo Tech Drive, Ste F  
Weslaco, TX 78596  
Phone: (210) 792-1172  
Service Contact: (210) 516-1753

June 7, 2019

Omar Rodriguez  
Parks and Recreation Director  
Weslaco City of  
500 South Kansas Avenue

WESLACO, TX 78596 U.S.A.

Site Address:  
Weslaco City Hall  
500 South Kansas Avenue  
Weslaco, Texas 78596  
United States

**ATTENTION:** Omar Rodriguez

**PROJECT NAME:** Weslaco City Hall Replace Unit # 2

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

#### OLD EQUIPMENT LIST - CONDITION

| Equipment             | Qty | Manufacturer | Model Number    | Serial Number | Asset Tag |
|-----------------------|-----|--------------|-----------------|---------------|-----------|
| R-22 condenser 30 Ton | 1   | Trane        | RAUCC30EBY03ABD | C05E03761     | Unit #2   |



## NEW EQUIPMENT PROPOSED

### Tag Data - Air-Cooled Condensing Units (Commercial) (Qty: 1)

| Qty | Description                       | Model Number |
|-----|-----------------------------------|--------------|
| 1   | 30 Ton Air-Cooled Condensing Unit | RAUJC30EB    |

### Product Data - Air-Cooled Condensing Units (Commercial)

Condenser: Air-cooled  
R-410A refrigerant  
30 ton unit  
200 Volt 60 Hertz 3 Phase  
No controls  
cULus approval  
Non-fused disconnect switch  
Suction service valve  
Neoprene isolators (unit) (Fld)  
Refrigerant warranty 1st year only  
Hot gas bypass valve (Fld)  
Low ambient damper kit (Fld)  
Startup By Trane  
Refrigerant Specialties (Fld)  
2nd-5th Year replacement compressor warranty – no labor  
1st Year Parts and Labor warranty whole unit



## SCOPE OF SERVICE

Trane proposes labor and material to replace 30 ton condensing unit located at Weslaco City Hall.

## SERVICE FLOWS

- Lock and tag out electrical.
- Disconnect electrical and Trane controls wiring from unit.
- Crane services to remove existing and install new.
- Flush line sets to work with new refrigerant R410A.
- Replace expansion valves to work with new refrigerant R410A.
- Connect lines to new condensing unit.
- Pre charge condensing unit.
- Connect electrical and controls to new Trane unit.
- Remove lock and tag out on electrical.
- Start unit and check for proper operation.

## PRICING AND ACCEPTANCE

**TOTAL PRICE:.....35,633.34 USD**

## CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from June 7, 2019.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jose M Rivera  
Account Manager  
Cell: (210) 792-1172

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 5 of the attached Terms and Conditions – Commercial Installation.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Commercial Installation.**

### CUSTOMER ACCEPTANCE

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order

\_\_\_\_\_  
Acceptance Date

\_\_\_\_\_  
Trane's License Number:

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane U.S. Inc. dba Trane.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**3. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**4. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**5. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**9. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous Materials”). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto

the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)  
Supersedes 1-26.251-10(0614)





## **TRANE'S SAFETY STANDARD**

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

## **PROVEN SAFETY SUCCESS**

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

## **TRANE INJURY RATES V. INDUSTRY COMPETITORS**

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

## **SAFETY TOOLS, TRAINING & EXPERTISE**

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

## MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

## JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



Building Services

Rio Grand Valley - Service  
1240 N VOTECH STE G  
WESLACO, TX 78596

Tel: 956-447-1790  
Fax: 956-969-0769  
License:

**FIELD REPORT**

|                                                                                           |                                                                                    |                                                                              |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Location Name</b><br>Weslaco City Hall<br>500 South Kansas Avenue<br>Weslaco, TX 78596 | <b>Service Call</b><br>19-8074508<br><br><b>Technician Name</b><br>Vazquez, Jose L | <b>Date</b><br>05-31-2019<br><br><b>Account Manager</b><br>RAYMOND GIVILANCZ |
| <b>Contact/Phone:</b> -                                                                   |                                                                                    | <b>Call Type:</b> QUOTED                                                     |
| <b>Scope Description</b><br>Diagnostic Check/ 2679991                                     | <b>Scope Complete?</b> Yes                                                         | <b>Sales Follow-up Required?</b> Yes<br><b>Reason:</b> HOLD-INSIDE FOLLOW UP |

**WORK PERFORMED****Mod#/Ser#/Mfg/Tag#**

RAUCC30EBY03ABD000020, C05E03761, Trane, :

**Technician:** Jose Vazquez**Quality Task Code:****Date:** 05-31-2019**Sample Taken:** No**Work Activity:**

Checked All Electrical Connections, Checked Operation, Completed Inspection, Found Leak, Leak Checked, Unit Down

**Work Performed Details:**

ARRIVED AT WESLACO CITY HALL LOCATED IN WESLACO TEXAS. MET UP WITH DAVID STRONG AND GOT ACCESS TO ROOF HATCH. LOCATED CONDENSER ON ROOF. HOOKED UP REFRIGERANT GAUGES TO UNIT AND UNIT HAD 50 PSI WHILE OFF. CUSTOMER STATED THEY HAD CHARGED UNIT WITH 30 LBS OF R22 REFRIGERANT COUPLE OF WEEKS AGO. STARTED UNIT UP REFRIGERANT DROPPED AS EXPECTED TO LOWER THAN 25 PSI AND TURNED OFF ON LOW PRESSURE SWITCH. COMPRESSOR 1 SHOWS OIL RESIDUE. COMPRESSOR OIL SERVICE VALVE IS LEAKING. TRIED TO TIGHTEN AND VALVE BROKE OFF DUE TO CORROSION. COMPRESSOR NEEDS TO BE REPLACED. COMPRESSOR NUMBER 2 ALSO SHOWS CORROSION ON OIL VALVE BUT NO OIL RESIDUE. SYSTEM HAS NO REFRIGERANT. CONDENSER COILS ARE IN EXTREMELY BAD SHAPE. CONDENSER COILS ARE DISINTEGRATING AND ARE EXTREMELY DIRTY. WASHING IS RECOMMENDED BUT MIGHT CAUSE MORE DAMAGE TO COILS DUE TO THE STATE THEY'RE IN. CHECKED CONDENSER MOTOR AMPERAGE AND ALL 3 MOTORS ARE WORKING PROPERLY. LIQUID LINE FILTER CANISTER IS IN BAD CONDITION AND RECOMMEND REPLACING. CANISTER SCREWS WILL BREAK WHEN OPENED TO REPLACE CORE DRIER. CHECKED ALL ELECTRICAL AND ELECTRICAL LOOKS GOOD. RECOMMEND REPLACING CONDENSER UNIT.

**Tasks Performed:****PARTS MATERIALS**

| Source | Qty | Part# | Description |
|--------|-----|-------|-------------|
|--------|-----|-------|-------------|

**WORK PERFORMED****Mod#/Ser#/Mfg/Tag#**

RAUCC30EBY03ABD000020, C05E03760, Trane, :

**Technician:** Jose Vazquez**Quality Task Code:****Date:** 05-31-2019**Sample Taken:** No**Work Activity:**

Checked All Electrical Connections, Checked Operation, Completed Inspection

**Work Performed Details:**

ARRIVED AT WESLACO CITY HALL LOCATED IN WESLACO TEXAS. MET UP WITH DAVID STRONG AND GOT ACCESS TO ROOF HATCH. LOCATED CONDENSER ON ROOF. HOOKED UP REFRIGERANT GAUGES TO UNIT. FOUND BREAKER FOR COMPRESSOR 2 TRIPPED. MEGGED COMPRESSOR AND COMPRESSOR CHECKED OUT OK. RESET BREAKER AND TURNED UNIT ON. COMPRESSORS CHECKED OUT OK. PRESSURES ARE OK BUT CONDENSER COILS ARE IN EXTREMELY BAD SHAPE. COILS ARE DISINTEGRATING AND ARE EXTREMELY DIRTY (CLOGGED). RECOMMEND WASHING COILS BUT MIGHT DO MORE HARM TO COILS DUE TO THE STATE THEY'RE IN. CHECKED ALL ELECTRICAL COMPONENTS, UNIT HAS 2 CONDENSER FAN MOTORS WITH BAD BEARINGS. RECOMMEND REPLACING CONDENSER UNIT.

**Tasks Performed:****PARTS MATERIALS**

| Source | Qty | Part# | Description |
|--------|-----|-------|-------------|
|--------|-----|-------|-------------|

**BAS ONLY: Was a backup copy made for the customer?** No      **REFRIGERANT ACTIVITY: Did Refrigerant Activity occur?** No

**SURCHARGES****Date:****EXPENSES****Date:****LABOR**

| Date         | Technician | Travel Time |   | Mobilization |   | Diagnostics |   | Work |   | Reg Time |   | Overtime |   | Prem Time |   |
|--------------|------------|-------------|---|--------------|---|-------------|---|------|---|----------|---|----------|---|-----------|---|
|              |            | h           | m | h            | m | h           | m | h    | m | h        | m | h        | m | h         | m |
| <b>Total</b> |            | 0           | 0 | 0            | 0 | 0           | 0 | 0    | 0 | 0        | 0 | 0        | 0 | 0         | 0 |

**Customer Name:** PO 19-03120**Date:** 05-31-2019**Customer PO:** PO 19-03120**Signature Available** No**Technician Name:** Vazquez, Jose L**Reason:** Signature Obtained by Lead Technician

Services described were performed as a part of the terms of this document.

**TERMS AND CONDITIONS - QUOTED SERVICE**

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**3. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**4. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**5. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**6. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**7. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**12. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**13. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR

CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**15. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### **19. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.





## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>June 18, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2019-2530 |  |
| <b>From:</b><br>Benjamin Worsham                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve a general service contract with Tyler Technologies for Permitting Software and Implementation Services for the EnerGov Suite Software and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Background:</b><br>City Planning and Code Enforcement Staff has used the current Permitting Software, Accela previously approved by City Commission on August 18, 2015. Due to existing System Hosting and Configuration issues, the Accela system has proven to be inefficient causing Planning and Code Enforcement staff to not have proper communication with other city staff and Developers.<br><br>Planning, Code Enforcement, Engineering and IT Staff has viewed demo of the Tyler Technologies - EnerGov system and has visited with the City of Seguin on how Planning and Code Enforcement Staff use the EnerGov system.<br><br>EnerGov system is a Tyler Technologies product. The City of Weslaco uses Tyler Technologies for its main Enterprise Resource Planning system, Incode for Utility Billing, GL Financial, Personnel, Court and Accounts Payable. All modules will have capability to interface with each other. Staff recommends approval. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| Rebekah De La Fuente<br>Benjamin Worsham<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |

|                                                                                                            |
|------------------------------------------------------------------------------------------------------------|
| Weslaco EnerGov, Tyler 311 4-29-19                                                                         |
| <b>Responsibilities upon Approval:</b><br>Staff will move forward with the purchase of the EnerGov program |



Quoted By: Robin Reeves  
 Quote Expiration: 10/1/2019  
 Quote Name: City of Weslaco - EnerGov PLM, LRM  
 Quote Number: 2018-55168-2  
 Quote Description: EnerGov and Tyler 311

### Sales Quotation For

Leo Gonzales  
 City of Weslaco  
 500 S Kansas Ave Ste 1  
 Weslaco , TX 78596-6285  
 Phone: +1 (956) 968-3181  
 Email: leo.gonzales@weslacotx.gov

### Tyler Software and Related Services

| Description                                   | License         | Impl Hours | Impl Cost  | Data Conversion | Module Total    | Maintenance     |
|-----------------------------------------------|-----------------|------------|------------|-----------------|-----------------|-----------------|
| <b>EnerGov</b>                                |                 |            |            |                 |                 |                 |
| Licensing & Regulatory Management (LRM) ( 5 ) | \$7,500         | 0          | \$0        | \$0             | \$7,500         | \$1,875         |
| Permitting & Land Management (PLM) ( 15 )     | \$22,500        | 0          | \$0        | \$0             | \$22,500        | \$5,625         |
| Citizen Self Service - LRM                    | \$5,000         | 0          | \$0        | \$0             | \$5,000         | \$1,250         |
| Citizen Self Service - PLM                    | \$5,000         | 0          | \$0        | \$0             | \$5,000         | \$1,250         |
| GIS ( 20 )                                    | \$10,000        | 0          | \$0        | \$0             | \$10,000        | \$2,500         |
| iG Workforce Apps ( 9 )                       | \$4,500         | 0          | \$0        | \$0             | \$4,500         | \$1,125         |
| Tyler 311                                     | \$8,000         | 0          | \$0        | \$0             | \$8,000         | \$2,000         |
| <i>Sub-Total:</i>                             | \$62,500        |            | \$0        | \$0             | \$62,500        | \$15,625        |
| <i>Less Discount:</i>                         | \$5,450         |            |            |                 |                 |                 |
| <b>TOTAL:</b>                                 | <b>\$57,050</b> | <b>0</b>   | <b>\$0</b> | <b>\$0</b>      | <b>\$57,050</b> | <b>\$15,625</b> |

### Other Services

| Description                                                 | Quantity | Unit Price | Extended Price  | Maintenance |
|-------------------------------------------------------------|----------|------------|-----------------|-------------|
| Full Suite Implementation (Incl. CD, BM, GIS, CSS, TIM, iG) | 420      | \$125      | \$52,500        | \$0         |
| Permitting and Licensing Conversion                         | 1        | \$22,000   | \$22,000        | \$0         |
| Project Management                                          | 1        | \$2,500    | \$2,500         | \$0         |
| <b>TOTAL:</b>                                               |          |            | <b>\$77,000</b> | <b>\$0</b>  |

### Summary

|                                                   | One Time Fees    | Recurring Fees  |
|---------------------------------------------------|------------------|-----------------|
| Total Tyler Software                              | \$57,050         | \$15,625        |
| Total Tyler Services                              | \$77,000         | \$0             |
| Total Third Party Hardware, Software and Services | \$0              | \$0             |
| <b>Summary Total</b>                              | <b>\$134,050</b> | <b>\$15,625</b> |
| <b>Contract Total</b>                             | <b>\$149,675</b> |                 |

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Sourcewell Awarded Contract- #110515-TTI

Site is currently on Incode 901.

Incode Cash Collections Integration