



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 3, 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, September 3, 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. CONVENE AS LOCAL CANVASSING AUTHORITY (two members of the authority constitute a quorum for purposes of canvassing an election per Texas Election Code 67.004(a))

- A. Discussion and consideration to canvass the election returns and approve Resolution 2019-63 certifying the results of the Run-Off Special Election on August 27, 2019 for Commissioner District 4 unexpired term in accordance with Texas Election Code §67.004(a). Possible action. (Staffed by City Secretary Department.) Attachment
- B. Conduct Oath of Office and file Statement of Elected Officer.

III. 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.

IV. PUBLIC HEARING

- A. To solicit input from the public regarding the City of Weslaco ad valorem property tax proposed rate of .6967/\$100.00 valuation, pursuant to Texas Tax Code Section 26.05(d). Attachment
- B. To solicit input from the public regarding the City of Weslaco proposed budget for Fiscal Year 2019-2020, pursuant to Local Government Code 102.006 and 102.007. Attachment

V. 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 August 6, 2019.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval of Ordinance 2019-32 to rezone 2701 W. Bus Hwy 83. Also being Lot 1, Las Villas Apartments, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. (First reading held August 20, 2019; staffed by Planning and Code Enforcement Department.) Attachment
 - 2) Approval of Ordinance 2019-33 for the voluntary annexation of Westwood Gardens Subdivision - being 29 acres out of Farm Tract No. 655, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the Southwest corner of Mile 6 ½ West Road and Mile 7 North and authorize the Mayor to execute any related documents. (First reading held August 20, 2019; staffed by Planning and Code Enforcement Department.) Attachment
 - 3) Approval of Ordinance 2019-34 amending Ordinance number 2018-02, to create an Airport Zone District for 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 and authorize the Mayor to execute any related documents. (First reading held on August 20, 2019; staffed by Airport.) Attachment
- C. Approval for final payment to Maguire Iron, Inc. for rehab repairs to the Water Tower Project located at 8th St. & Bridge Ave. in the amount not to exceed \$16,300.00, and

authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment

- D. Approval on renewal of the Inter-local Agreement with the Lower Rio Grande Development Council for Cooperation & Joint Sponsorship to participate in a regional public transportation system, Valley Metro, in an amount not to exceed \$39,292.00 and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.) Attachment
- E. Approval to enter into a Memorandum of Understanding with the Children's Advocacy Center of Hidalgo County and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- F. Approval to accept a reimbursement award of \$2,700 from the Texas State Library and Archives Commission for Inter-library Loans made to Texas public libraries in State Fiscal year 2019, accept additional funding if awarded during the grant year and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment
- G. Approval to authorize the submission of the Weslaco Mid Valley Airport's Fiscal Year 2019-2020 Texas Department of Transportation Grant for Routine Airport Maintenance Program, Project M2021WESL, in the amount not to exceed \$100,000.00 with a 50/50 cost share, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

VI. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2019-64 appointing a member to an expired term on the Board of Adjustments & Appeals to the Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

VII. OLD BUSINESS

- A. Discussion and clarification on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions. Possible action. (This item was tabled on July 16, 2019; staffed by Engineering Department.) Attachment

VIII. NEW BUSINESS

- A. Discussion and consideration on request from the Weslaco Centennial Committee for closure of the following streets beginning 6:00p.m on Friday, December 6 to midnight on December 8:

- 1) South Missouri Ave from Bus 83 to West 6th Street;
 - 2) South Texas Blvd. from Bus 83 to West 6th Street;
 - 3) South Kansas Ave from Bus 83 to West 6th Street;
 - 4) 3rd, 4th, 5th and 6th Streets from South Missouri Ave to South Kansas Ave;
 - 5) Turning/parking lane on Bus 83 from South Missouri Ave to South Kansas Ave for pedestrian traffic; and
 - 6) Closure of the elevated City parking deck.
- and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. Possible action. (Requested by Weslaco 100 Committee.) Attachment

- B. Discussion and consideration to approve Resolution 2019-65 nominating a candidate to the Hidalgo County Appraisal District Board of Directors for the 2020-2021 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.) Attachment
- C. Discussion and consideration to permit the placement of a 50' pylon sign within an existing 20' utility easement located at 1021 W Interstate 2 also being Lot 1, Valley Baptist Micro Hospital and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration to approve a Six-month extension on the Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of 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 to accept and file the Quarterly Investment Report ending June 30, 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- F. Discussion and consideration to interview a short list for Engineering Design Services from the Request for Qualifications #2018-19-16 for consulting services to prepare design for the Pleasantview & 11th Street Drainage Project, Project #6 of the City of Weslaco Master Drainage Plan. Possible action. (Staffed by Engineering.)
- G. Discussion and presentation of interior colors as presented by Alvarado Architects for the North Side Fire Station Project. (Staffed by Airport.)

IX. REPORTS

- A. Report by Weslaco Area Chamber of Commerce.

- B. Report by Economic Development Corporation of Weslaco.
- C. Report by Inframark.

X. 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. Personnel - Discussion regarding the evaluation, reassignment, duties, discipline or dismissal of a police officer for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

XI. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 30th day of August, 2019 at 4:00 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

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2652	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Joey Aguilar, First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019			
Responsibilities upon Approval:			

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

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2761	
From:			
Subject: Discussion and consideration to canvass the election returns and approve Resolution 2019-63 certifying the results of the Run-Off Special Election on August 27, 2019 for Commissioner District 4 unexpired term in accordance with Texas Election Code §67.004(a). Possible action. (Staffed by City Secretary Department.)			
Background: Commission action on July 23, 2019 ordered a special run-off election to be held on August 27, 2019 for the unexpired term for Commissioner District 4.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve the final official canvass results to be provided by Hidalgo County Elections Department.			
Attachments, if any: 8-30-19 City of Weslaco Special Runoff Canvass Report, R2019-63 canvass run-off special election			
Responsibilities upon Approval: Execute and retain.			



City of Weslaco
Runoff Special Election

OFFICIAL
CANVASS OF
ELECTION RETURNS

August 27, 2019

City of Weslaco

ELECTION RETURNS CANVASS

August 27, 2019

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SECTION ONE

OFFICIAL CANVASS OF ELECTION RETURNS

SUMMARY REPORT

August 27, 2019

Canvass Results

City of Weslaco Special Runoff OFFICIAL

Run Time 10:55 AM

Run Date 08/29/2019

Hidalgo County

2019 City of Weslaco Runoff Special Election

8/27/2019

Page 1 of 1

Official results**Registered Voters**

706 of 4067 = 17.36 %

Polling Places Reporting

2 of 2 = 100.00 %

FOR COMMISSIONER DISTRICT 4 UNEXPIRED TERM - Vote for one

Precinct	Adrian Farias	Lupe Garcia	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
021	0	0	0	0	0	0	0	0	0	0	0.00 %
042	317	236	553	2	0	37	413	105	555	3051	18.19 %
058	71	66	137	0	0	4	115	18	137	814	16.83 %
071	12	2	14	0	0	0	13	1	14	202	6.93 %
Totals	400	304	704	2	0	41	541	124	706	4067	17.36 %

SECTION TWO

OFFICIAL CANVASS OF ELECTION RETURNS

CUMULATIVE REPORT

August 27, 2019

Cumulative Results

City of Weslaco Special Runoff OFFICIAL

Run Time 10:53 AM

Run Date 08/29/2019

Hidalgo County

2019 City of Weslaco Runoff Special Election

8/27/2019

Page 1 of 1

Official results**Registered Voters**

706 of 4067 = 17.36 %

Polling Places Reporting

2 of 2 = 100.00 %

FOR COMMISSIONER DISTRICT 4 UNEXPIRED TERM - Vote for one

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Adrian Farias		33	80.49%	307	56.85%	60	48.78%	400	56.82%
Lupe Garcia		8	19.51%	233	43.15%	63	51.22%	304	43.18%
Cast Votes:		41	100.00%	540	100.00%	123	100.00%	704	100.00%
Undervotes:		0		1		1		2	
Overvotes:		0		0		0		0	

SECTION THREE

OFFICIAL CANVASS OF ELECTION RETURNS

PRECINCT BY PRECINCT REPORT

August 27, 2019

Precinct Results

City of Weslaco Special Runoff OFFICIAL

Run Time 10:54 AM

Run Date 08/29/2019

Hidalgo County

2019 City of Weslaco Runoff Special Election

8/27/2019

Page 1 of 4

Official results**Registered Voters**

706 of 4067 = 17.36 %

Polling Places Reporting

2 of 2 = 100.00 %

021**FOR COMMISSIONER DISTRICT 4 UNEXPIRED TERM - Vote for one**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Adrian Farias		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Lupe Garcia		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Precinct Results

City of Weslaco Special Runoff OFFICIAL

Run Time 10:54 AM

Run Date 08/29/2019

Hidalgo County

2019 City of Weslaco Runoff Special Election

8/27/2019

Page 2 of 4

Official results**Registered Voters**

706 of 4067 = 17.36 %

Polling Places Reporting

2 of 2 = 100.00 %

042**FOR COMMISSIONER DISTRICT 4 UNEXPIRED TERM - Vote for one**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Adrian Farias		29	78.38%	235	57.04%	53	50.96%	317	57.32%
Lupe Garcia		8	21.62%	177	42.96%	51	49.04%	236	42.68%
Cast Votes:		37	100.00%	412	100.00%	104	100.00%	553	100.00%
Undervotes:		0		1		1		2	
Overvotes:		0		0		0		0	

Precinct Results

City of Weslaco Special Runoff OFFICIAL

Run Time 10:54 AM

Run Date 08/29/2019

Hidalgo County

2019 City of Weslaco Runoff Special Election

8/27/2019

Page 3 of 4

Official results**Registered Voters**

706 of 4067 = 17.36 %

Polling Places Reporting

2 of 2 = 100.00 %

058**FOR COMMISSIONER DISTRICT 4 UNEXPIRED TERM - Vote for one**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Adrian Farias		4	100.00%	61	53.04%	6	33.33%	71	51.82%
Lupe Garcia		0	0.00%	54	46.96%	12	66.67%	66	48.18%
Cast Votes:		4	100.00%	115	100.00%	18	100.00%	137	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Precinct Results

City of Weslaco Special Runoff OFFICIAL

Run Time 10:54 AM

Run Date 08/29/2019

Hidalgo County

2019 City of Weslaco Runoff Special Election

8/27/2019

Page 4 of 4

Official results**Registered Voters**

706 of 4067 = 17.36 %

Polling Places Reporting

2 of 2 = 100.00 %

071**FOR COMMISSIONER DISTRICT 4 UNEXPIRED TERM - Vote for one**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Adrian Farias		0	0.00%	11	84.62%	1	100.00%	12	85.71%
Lupe Garcia		0	0.00%	2	15.38%	0	0.00%	2	14.29%
Cast Votes:		0	0.00%	13	100.00%	1	100.00%	14	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

RESOLUTION NO. 2019-63

STATE OF TEXAS	§	AN ORDER DECLARING THE RESULTS OF THE
COUNTY OF HIDALGO	§	CITY OF WESLACO RUN-OFF SPECIAL ELECTION
CITY OF WESLACO	§	OF AUGUST 27, 2019 TO FILL THE VACANCY FOR
		AN UNEXPIRED TERM FOR COMMISSIONER
		DISTRICT 4

WHEREAS, the City Commission of the City of Weslaco resolved and ordered that a Run-Off Special Election be held on August 27, 2019 in the City of Weslaco, Texas for electing one member for an unexpired term to the Weslaco City Commission for the following position:

CITY COMMISSIONER SINGLE MEMBER DISTRICT 4

WHEREAS, there came to be considered the returns of the Run-Off Special Election held on the 27th day of August 2019 for electing one (1) member to the City Commission.

WHEREAS, the returns of said election have been duly canvassed by the City Commission, and each of the candidates in said election having received the following votes to wit:

CITY COMMISSIONER SINGLE MEMBER DISTRICT 4

ADRIAN FARIAS 400 votes

LUPE GARCIA 304 votes

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Commission of the City of Weslaco that the above election was duly called. The notice of said election was duly posted and that said election was held in accordance with the laws of the Texas Election Code.

SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, place convenient and readily accessible to the public and said notice having been so posted and remaining posted continuously for at least 72-hours proceeding the scheduled time of said meeting. A copy of the returns shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED and APPROVED this 3rd day of September 2019.

CITY OF WESLACO

David Suarez, MAYOR and
PRESIDING OFFICER OF THE LOCAL
CANVASSING AUTHORITY

ATTEST:

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

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2762	
From:			
Subject: Conduct Oath of Office and file Statement of Elected Officer.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF WESLACO

A tax rate of \$0.6967 per \$100 valuation has been proposed for adoption by the governing body of City of Weslaco. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Weslaco proposes to use revenue attributable to the tax rate increase for the purpose of drainage improvements..

PROPOSED TAX RATE	\$0.6967 per \$100
PRECEDING YEAR'S TAX RATE	\$0.6667 per \$100
EFFECTIVE TAX RATE	\$0.6601 per \$100
ROLLBACK TAX RATE	\$0.7167 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Weslaco from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Weslaco may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

**YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, Jr.
City of Weslaco Tax Assessor-Collector
2804 S. Business Hwy 281, Edinburg, TX 78539
956-318-2157
propertytax@hidalgocountytax.org
<http://www.hidalgocountytax.org>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 3, 2019 at 5:30 PM at Weslaco City Commission Legislative Chambers, 255 S. Kansas Ave., Weslaco, TX 78596.

Second Hearing: September 10, 2019 at 5:30 PM at Weslaco City Commission Legislative Chambers, 255 S. Kansas Ave., Weslaco, TX 78596.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

NOTICE OF PUBLIC HEARING

The City of Weslaco will hold a Public Hearing on Tuesday, September 3, 2019 at 5:30 p.m. for the purpose of receiving public comments on the Fiscal Year 2019-2020 Proposed Budget. The hearing will be held at the Legislative Chambers of City Hall, 255 S. Kansas Avenue, Weslaco, Texas. This budget will raise more total property taxes than last year's budget by \$639,611, or 5.5%, and of that amount, \$405,794 is tax revenue to be raised from new property added to the tax roll this year. The proposed budget is available for inspection at the office of the City Secretary. Interested citizens are invited to attend and may make oral or written comments.

Persons unable to attend this meeting may submit their views and proposals to Mr. Mike R. Perez, City Manager, at City Hall. Persons with disabilities that wish to attend this meeting should contact City Hall at (956)968-3181 to arrange for assistance. Individuals who require auxiliary aids or service for this meeting should contact City Hall at least two days before the meeting so that appropriate arrangements can be made.



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2657	
From:			
Subject: Approval of the Minutes of the Regular Meeting on August 6, 2019. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action on August 6, 2019 regular meeting.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 6, 2019**

On Tuesday, August 6, 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 members present:

PRESENT:	Mayor Pro Tem	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
ABSENT:	Mayor	David Suarez
STAFF:	Asst. City Manager	Andrew Munoz
	Deputy City Secretary	Aida Vega
	City Attorney	Juan E. Gonzalez

Also present: Molly Valley, Secretary

Andrew Munoz, Assistant City Manager/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; Joel Rivera, Police Chief, Antonio Lopez, Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Arnold Becho. Library Director; Molly Vallejo, Secretary; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Pro Tem Kerr called the meeting to order and certified the public notice of the meeting as properly posted Friday, August 2, 2019.

B. Invocation.

Pastor Timothy Aguiar, Open Door Baptist Church, led the invocation.

C. Pledge of Allegiance.

Mayor Pro Tem Kerr led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Aida Vega, Deputy City Secretary, called the roll, noting at the time of roll call the absence of Mayor Suarez and Commissioner Rodriguez and a quorum present.

II. PUBLIC COMMENTS

None.

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 Special Meeting on July 23, 2019. (Staffed by City Secretary Department.)

B. Approval of the renewal of the Host Agency Agreement with AARP Foundation for the Senior Community Service Employment Program at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

C. Approve Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative between GoodBuy and the City of Weslaco to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approve Interlocal Agreement between the City of Weslaco and South Texas College to enter into cooperative agreement to provide the terms and conditions for the use, maintenance, and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS", hereinafter referred to as "New World" for law enforcement dispatch services and authorized the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval to purchase turnkey package, a 2020 Chevrolet Malibu Fleet vehicle for the Weslaco Police department in an amount not to exceed \$22,000 out of capital outlay budget and authorize the Mayor to execute any relate documents. Funds allocated for this purchase are currently available in Account line Item: 101-5202-550100 Capital Outlay. (Staffed by Police Department.)

F. Approval on first reading of Ordinance 2019-27, authorizing and allow under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing and effective date for such actions and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-27. (Staffed by Finance Department.)

G. Approval on Ordinance 2019-28 abandoning a portion of right-of-way of the extension of Tennessee Avenue south of Academy Street and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-28. (Staffed by City Manager Office.)

H. Approval on the purchase of Panasonic Toughbook Laptop Computers for the Weslaco Police Department Patrol Division using DIR contract as budgeted in an amount not to exceed \$48,816 and authorize the Mayor to execute any related documents. (Staffed by Information Technology.)

I. Approval of an agreement between South Texas Vo-Tech and the City of Weslaco Public Library to allow for employment of Federal work-study students and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

Commissioner Muñoz, seconded by Commissioner Lopez moved to approve consent agenda items A through I as presented. The motion carried; Mayor Pro Tem Kerr was present and voting.

IV. OLD BUSINESS

A. Discussion and clarification on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions. Possible action. (This item was tabled on July 16, 2019; staffed by Engineering Department.)

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

Juan E. Gonzalez, City Attorney, requested for consultation in executive session and no action at this time.

V. NEW BUSINESS

A. Discussion and consideration to approve an Ordinance 2019-29 of the City of Weslaco relating to underage drinking; imposing criminal and civil penalties and response cost; providing for codification; severability clause and an effective date and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-29. Possible action. (Staffed by Police Department.)

Joel Rivera, Chief of Police, stated similar action has been adopted by City of Alton and Palmview; describes underage drinking as more than a gathering of two at his or her residence or public place

in their control; imposes criminal and civil penalties; describes due process and cost recovery. The ordinance has been reviewed and approved by legal. Staff recommended approval.

Melissa, Alviar, Behavioral Health Solutions of South Texas, shared statistics and success in other cities, focuses on underage drinking awareness; promote a drug free environment; the WISD School supports the coalition; the goal is to protect the youth. Stated educational presentations will be done to stress accountability and responsibilities of hosting a social event; trainings to the public and law enforcement will be done and further stated communities who have implemented the social host ordinance have seen a positive impact.

In response to Commissioner Muñoz and Commissioner Pedraza; Ms. Alviar, stated the ordinance outlines accountability of the individual hosting gatherings and encourages underage drinking because it's their event; awareness through parent conferences, trainings to the educators, students and health fairs would be done.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2019-29 on first reading. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

B. Discussion and consideration to renew Health Insurance including EAP with Blue Cross Blue Shield and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Veronica Ramirez, Human Resources Director, recommended to renew; represents a 4.1 increase and the plan rates are either HMO or PPO.

In response to Commissioner Pedraza, staff stated the increase is reasonable considering the losses; Blue Cross was awarded in 2017 for one year with optional one-year renewals (two). This would be the last renewal and bids will be solicited next year. Ms. Araceli Garza, BCBS Representative, staff negotiated the rate from just over 10% to the 4.1. In response to Commissioner Muñoz there was no rate increase last year.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to approve and renew Health Insurance including EAP with Blue Cross Blue Shield as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

C. Discussion and consideration to renew Supplemental Insurance including 125 Cafeteria plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Veronica Ramirez, recommended approval to renew the carriers for the supplemental insurances to include the 125 Cafeteria plan. There is no increase in any of the voluntary products and no cost to the city that include Ameriflex-FSA/125; Colonial Life-Cancer/Critical Illness; Cigna-Accident; Eyetopia-Vision; Blue Cross Blue Shield-Dental and The Standard-short/long term disability and term life & ADD.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and renew Supplemental Insurance carriers including 125 Cafeteria Plan as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

D. Discussion and consideration to renew Life and AD&D and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Veronica Ramirez stated rates remained the same and this was the group life insurance benefit for the all employees. Staff recommended approval to renew with Dearborn National.

In response to Commissioner Lopez; face value of benefit is \$100,000.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and renew Life and AD&D with Dearborn National as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

E. Discussion and consideration to renew the Workers Compensation Insurance with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Veronica Ramirez stated there was a decrease of \$70,652.00; past rate contribution was \$263, 916 this year is \$193,264; modifier also down from a .67 to a .46 and recommended approval to renew the Workers Compensation Insurance with Texas Municipal League Intergovernmental Risk Pool (TMLIRP).

In response to Commissioner Muñoz; decrease attributed to trainings for employees and managers by consultant done quarterly and a high year loss was dropped. In response to Commissioner Lopez payroll increased as a result of hiring's but not significantly.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve and renew the Workers Compensation Insurance with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

F. Discussion and consideration of Ordinance 2019-30 on First and final reading approving a negotiated resolution between the City and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance; and requiring delivery of this ordinance to the company and the City's legal counsel and authorize the Mayor to execute any related documents. Possible action. First and final reading of Ordinance 2019-30. (Staffed by Finance Department.)

Vidal Roman, Finance Director, recommended approval stating the negotiated rate was found to be reasonable by the consultant and attorneys hired by the cities. The residential rate will increase by .50 cents and commercial will be \$15.04 per cubic usage.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Ordinance 2019-30 on First and final reading approving a negotiated resolution between the City and Texas Gas Service regarding the company's Cost of Service Adjustment tariff. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

For the record following is the ordinance.

ORDINANCE NO. 20019-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESLACO, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE ("TGS" OR "THE COMPANY") REGARDING THE COMPANY'S APRIL 30, 2019 COST OF SERVICE ADJUSTMENT ("COSA") FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY'S AND TGS' REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY'S AND THE CITY'S LEGAL COUNSEL.

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

WHEREAS, pursuant to the terms of the agreement settling TGS' 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment ("COSA") tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 30, 2019, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company has requested a system-wide increase of \$2,161,343; and

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

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

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

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of \$2,087,516 on a system-wide basis; and

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

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

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

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

Section 2. That a rate increase of \$2,087,516 on a system-wide basis is reasonable.

Section 3. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 29, 2019 consistent with the COSA tariff.

Section 8. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on first and final reading this 6th day of August 2019.

CITY OF WESLACO
/s/David Pro Tem Kerr, MAYOR

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

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

G. Discussion and consideration to approve Ordinance 2019-31 budget amendment in the amount of \$92,000 for sewer line project on Pleasantview Drive and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-31. Possible action. (Staffed by Engineering Department)

Rebekah De La Fuente, Senior Planner, stated this is the remaining contract balance for the project and recommended approval of the budget amendment.

In response to Commissioner Muñoz, work almost completed; payment of \$50,000 will be done and remaining balance upon final completion of project as agreed on contract terms.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Ordinance 2019-31 budget amendment in the amount of \$92,000 for sewer line project on Pleasantview Drive. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

H. Discussion and consideration to approve the Interlocal Agreement with Hidalgo County Precinct 1 on cost participation for roadway improvements not to exceed \$55,104.78 for Mile 10 from Westgate Drive (Mile 6) to FM 88 (Mile 5) project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Andrew Munoz, Assistant City Manager/Airport Director, stated this is the ongoing roadway expansion project for Mile 10 and recommended approval of the city's cost share participation as presented.

In response to Commissioner Muñoz; staff would need to verify if there was any stipulation in the agreement for payment such as completion of right-of-way acquisition; funding was requested by the County as they are ready to proceed with this phase of the roadway improvement.

Staff recommended to table.

Commissioner Pedraza seconded by Commissioner Lopez moved to table the item. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

I. Discussion and consideration to approve Allowance Expenditure Authorization No. 1 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Muñoz abstained from vote and discussion.

Eli Alvarado, Alvarado Architects & Assoc, Inc., stated the city has an allowance for contingency funds in the amount of \$50,000 for the project and any changes that would increase/decrease the funds need commission approval.

Andrew Muñoz stated as the project is progressing, staff has been able to identify cost savings by making changes. The changes were reviewed and agreed with by the contractor, city and architect and require commission approval before the contractor can move forward. Staff recommends approval as submitted by the Architect and represents a cost savings.

In response to Mayor Pro Tem Kerr; staff stated primary cost savings were roofing material changes and waterline relocation for the Fire Marshalls office; small changes included electrical, removal of fire hydrant and type of insulation of roofing material. In response to Commissioner Pedraza, the changes would increase the owner's contingency from \$50,000 to \$55,688.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Allowance Expenditure Authorization No. 1 for the North Side Fire Station Project as presented by Alvarado Architects. The motion carried; Commissioner Muñoz abstained; Mayor Pro Tem Kerr was present and voting.

J. Discussion and consideration to approve Allowance Expenditure Authorization No. 2 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Muñoz abstained from vote and discussion.

Eli Alvarado, Architect, stated budgeted monies for the test and balance of the HVAC system was \$10,000 and monies spent were \$1,950.00. Andrew Munoz stated the cost savings will increase the contingency fund and recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Allowance Expenditure Authorization No. 2 for the North Side Fire Station Project as presented by Alvarado Architects as presented. The motion carried; Commissioner Muñoz abstained; Mayor Pro Tem Kerr was present and voting.

K. Discussion and presentation of exterior colors as presented by Alvarado Architects for the North Side Fire Station Project. (Staffed by Airport.)

Eli Alvarado stated project is 35% complete; at project site weekly; reports submitted on progress; presented exterior colors for the metal wall panels, roofing, roofing main canopy, stucco, and masonry spilt face block and masonry-brick.

Commissioner Muñoz commented on the height of the building name seemed below the top of the doorway and be higher to avoid vandalism. Eli Alvarado stated this will be brought back for official name of the building and adjustments made at that time.

No action item was presentation only.

VI. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

Barbara Jean Garza, CEO, went over advertising stated a slight increase resulting of membership fees for area hotels; upgrading website; visitors for the month totaled 1,078 includes out-of-state with common requests for maps; twelve facility reservations; looking to update facility; launching new campaign “We Got This” that promotes key tourism such as nature, history and arts and culture of Weslaco. Coordinating a Weslaco Business Expo and Job Fair with Workforce Solutions on September 6, 2019.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott reported on grand opening of CiLogistics; ongoing workforce training for Weslaco companies; audit requested for incentive agreement for UTRGV CIC project; budget preparations underway and summary leads totaled 61.

C. Report by Inframark.

George Quintana, Project Manager II Inframark, reported on water treatment plant treated 6.2 million gallons of water; no violations and sludge pump and guide rail repairs done; North

wastewater plant 2.2 million gallons water treated, hydro ranger repairs done and no violations; South Wastewater Plant treated 1.3 million gallons of water treated; UV module repairs done and no violations. Reported on Lift Sta 18 second pump installed and Lift Sta 21 improved by installing security fence.

VII. EXECUTIVE SESSION

At 6:28 p.m. Commissioner Muñoz, seconded by Commissioner Pedraza, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

At 7:54 p.m. Mayor Pro Tem Kerr 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. Personnel - Discussion regarding the evaluation, reassignment, duties, discipline or dismissal of a police officer for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

No action.

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

No action.

D. Legal Consultation - Seek City Attorney opinion relating to the Weslaco Fire Fighters Association Collective Bargaining Labor Agreement for October 1, 2018 - September 30, 2020 as authorized by §551.071 of the Texas Government Code.

No action.

E. Legal Consultation - Seek City Attorney opinion on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions as authorized by section by §551.071 of the Texas Government Code.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to authorize the City Attorney to proceed as discussed in executive session. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

F. 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.

No action.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Lopez moved to adjourn the meeting at 7:55 p.m. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

CITY OF WESLACO

ABSENT

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

MAYOR PRO-TEM, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose "J.P." Rodriguez

VACANT
COMMISSIONER,

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2658	
From:			
Subject: Approval on second and final reading of the following:			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2701	
From: Benjamin Worsham			
Subject: Approval of Ordinance 2019-32 to rezone 2701 W. Bus Hwy 83. Also being Lot 1, Las Villas Apartments, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. (First reading held August 20, 2019; staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and apartment district to B-2 Secondary highway business district. Eleven (11) property owners within 200 feet of the applicant's property were notified by letter on July 26, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on July 22, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request on August 7, 2019.			
Aida Vega Benjamin Worsham Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval based on 2040 land use map			
Attachments, if any: 2701 W BUS HWY 83 - ATTACHMENT, O2019-32 rezone 2701 W Bus Hwy 83, 2701 w bus hwy 83			
Responsibilities upon Approval: 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 219-00018

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block _____

Subdivision Name Las Villas Apartments

Street Address 2701 W Business Hwy 83

Existing Zoning R-2 Existing Land Use Vacant

Proposed Zoning B-2 Proposed Land Use Commercial plaza

_____ \$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 Albert Hanks / O.A. Management Phone 956-638-0216

Address 502 E. Expressway 83 SE-6 Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: hanksaj@yahoo.com

OWNER

Name _____ Phone _____

Address _____ Fax: _____

City _____ State _____ Zip Code _____ E-Mail: _____

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 _____
Owner

Signature _____ Date _____
Applicant

Signature [Signature] Date 7/15/19
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within
200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published Date _____

Presented to P & Z Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

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

July 26, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, August 7, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, August 20, 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:

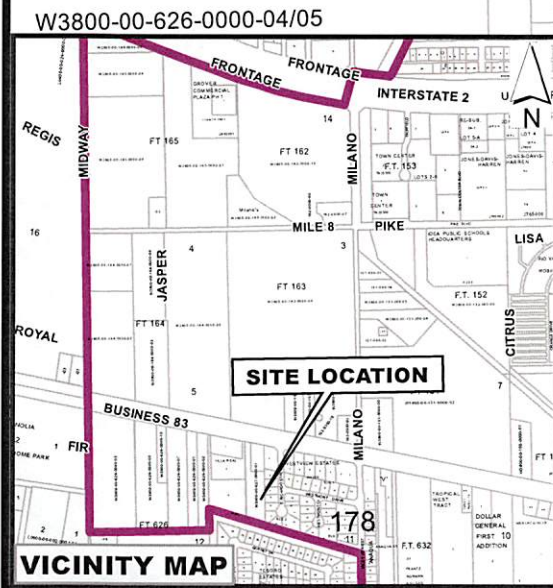
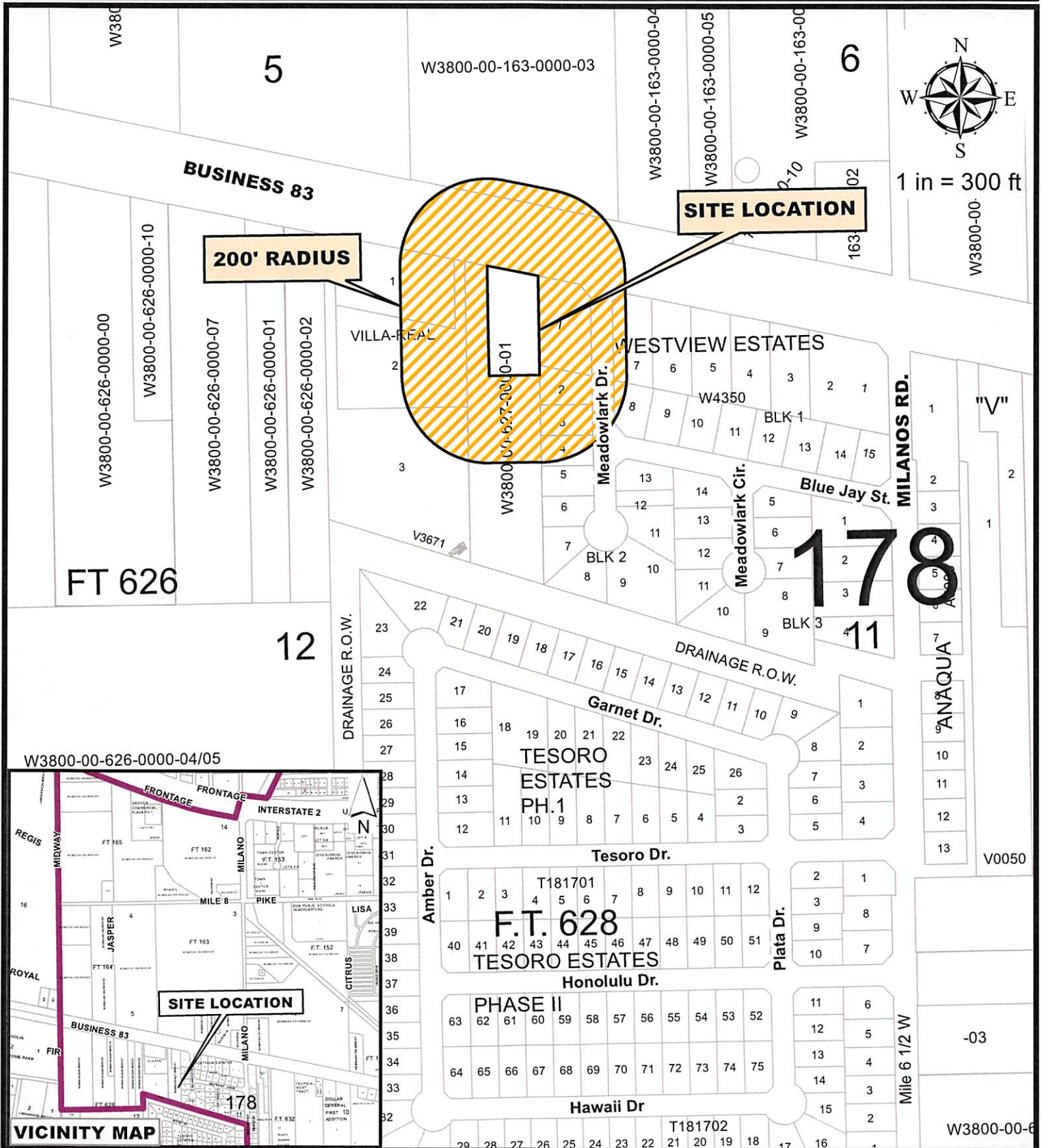
Albert Hanks is requesting to rezone 2701 W. Bus Hwy 83. Also being Lot 1, Las Villas Apartments, Weslaco, Hidalgo County, and Texas from R-2 Duplex and apartment district to B-2 Secondary highway business district.

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



Albert Hanks

2701 W. Business Hwy 83

Las Villas Apartments, Lot 1

WEST TRACT AN IRR TR W169.61'-E

1019.98' FT 627 2.66AC GR 2.46AC NET

Purpose for the Rezoning request

Existing zoning: R-2

Existing land use: Vacant

Proposed zoning: B-2

Proposed land use: Commercial Plaza



JUL 25, 2019

MID VALLEY CHEMICALS INC 3005 ROCKY MOUNTAIN AVE LOVELAND CO 80538-9001	W3800-00-163-0000-03 WEST TRACT FT 163 6.12-W 8.62-S 16.29 AC 0	L: 125460 B: 0
VILLA ANTONIO & ELISA E 2656 ALEJANDRO ST DONNA TX 78537-0589	W3800-00-627-0000-01 WEST TRACT AN IRR TR W170.21'-E1 020.58'-FT 627 2.66 AC GR 2.46AC 2745 W BUS HWY 83	L: 190677 B: 0
CAVAZOS GORGE 3110 S MIDWAY RD WESLACO TX 78596-5095	W4350-00-001-0007-00 WESTVIEW ESTATES LOT 7 BLK 1 2721 W BUS HWY 83	L: 113124 B: 30243
CASTILLO ESMERALDA 2714 BLUEJAY ST WESLACO TX 78596-8557	W4350-00-001-0008-00 WESTVIEW ESTATES LOT 8 BLK 1 2714 BLUE JAY DR	L: 25321 B: 71555
GOMEZ-HERMOSILLO JORGE A & 2719 TESORO DR WESLACO TX 78596-9359	W4350-00-002-0001-00 WESTVIEW ESTATES LOT 1 BLK 2 2729 W BUS HWY 83	L: 117995 B: 0
SANCHEZ MARIA V 217 MEADOW LARK DR WESLACO TX 78596-9527	W4350-00-002-0002-00 WESTVIEW ESTATES LOT 2 BLK 2 217 MEADOW LARK CIR	L: 25326 B: 63624
HERRERA JOSE RICARDO 209 MEADOW LARK DR WESLACO TX 78596-9527	W4350-00-002-0003-00 WESTVIEW ESTATES LOT 3 BLK 2 209 MEADOW LARK CIR	L: 22680 B: 63425
SUMMERS JOHN Jr 205 MEADOW LARK DR WESLACO TX 78596-9527	W4350-00-002-0004-00 WESTVIEW ESTATES LOT 4 BLK 2 205 MEADOW LARK CIR	L: 22680 B: 20352
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596-9395	V3671-00-000-0001-00 VILLA-REAL LOT 1 2803 W BUS HWY 83	L: 108965 B: 198947
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596-9395	V3671-00-000-0002-00 VILLA-REAL LOT 2 & 3 2801 W BUS HWY 83	L: 16335 B: 50542
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0003-00 VILLA-REAL LOT 3 0 W BUS HWY 83	L: 0 B: 3420

ORDINANCE NO. 2019-32

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2701 W. BUS HWY 83 ALSO BEING LOT 1, LAS VILLAS APARTMENTS, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-2 DUPLEX AND APARTMENT DISTRICT TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-2 Duplex and apartment district to B-2 Secondary highway business district being 2701 W. Bus Hwy 83 also being Lot 1, Las Villas Apartments, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of August 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of September 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

2701 W Business Hwy 83

Rezoning Request R-2 to B-2

Legend

2701 W Business Hwy 83

Google Earth

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Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2707	
From: Benjamin Worsham			
Subject: Approval of Ordinance 2019-33 for the voluntary annexation of Westwood Gardens Subdivision - being 29 acres out of Farm Tract No. 655, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the Southwest corner of Mile 6 ½ West Road and Mile 7 North and authorize the Mayor to execute any related documents. (First reading held August 20, 2019; staffed by Planning and Code Enforcement Department.)			
Background: The proposed one hundred seven (107) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco through a 12" sewer line. The property is within a Flood Zone "X".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the voluntary annexation on August 7, 2019.			
Aida Vega Benjamin Worsham Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: O2019-33 Annexation Ordinance_Westwood Gardens			
Responsibilities upon Approval: Staff will notify applicant.			

ORDINANCE NO. 2019-33

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 29.0 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 29.0 acres and are more specifically described as follows, to-wit:

METES & BOUNDS

The West Twenty-Nine (29) Acres of Farm Tract No. 655 of the WEST TRACT SUBDIVISION out of Llano Grande Grant of Lands in Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes; said tract of land is more particularly described by metes and bounds as follows, to-wit:

COMMENCING at a point lying inside the intersection of Mile 7 North and Mile 6 ½ W. Rd. for the Northwest corner of said Farm Tract No. 655, the POINT OF BEGINNING and the Northwest corner of this tract;

THENCE, East, coincident with the North line of said Farm Tract No. 655 and the centerline of Mile 7 North, a distance of 957.0 feet to a point at the Northwest corner of Windcrest Subdivision (recorded in Volume 42, Page 190, Map Records) for the Northeast corner of this tract;

THENCE, South, parallel with the West line of said Farm Tract No. 655 and coincident with the West line of Windcrest Subdivision, a distance of 30.0 feet pass a ½" iron rod set in the existing South right of way line of Mile 7 North, at a distance of 1275.0 feet pass a ½" iron rod found in line for reference, at a total distance of 1320.0 feet to a point inside an existing drainage ditch at the Southwest corner of Windcrest Subdivision for the Southeast corner of this tract;

THENCE, West, inside said drainage ditch and coincident with the South line of said Farm Tract No. 655, a distance of 942.0 feet pass the East right of way line of Mile 6 ½ W. Rd., at a total distance of 957.0 feet to a point lying in the centerline of Mile 6 ½ W. Rd. at the Southwest corner of said Farm Tract No. 655 for the Southwest corner of this tract;

THENCE, North, coincident with the West line of said Farm Tract No. 655 and the centerline of Mile 6 ½ W. Rd., a distance of 45.0 feet pass a ½" iron rod set at 15.0 feet East and in the East right of way line of Mile 6 ½ W. Rd. for reference, at a total distance of 1320.0 feet to the POINT OF BEGINNING, containing 29.0 gross acres of land, more or less.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 4. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of August 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of September 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

ORDINANCE 2019-34

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 320 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. 150-3. - Districts.

11) Airport Hazard Zoning District

Sec. 150-11.2. Airport Hazard Zoning District

1) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Airport means the Weslaco Mid Valley Airport.

Airport elevation means the established elevation of the highest point on the useable landing area measured in feet from mean sea level.

Airport hazard means a structure or object of natural growth that obstructs the air space required for the taking off, landing, and flight of aircraft or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft.

Airport hazard area means any area of land or water upon which an airport hazard might be established if not prevented as provided in this article.

Airport reference point means the point established as the approximate geographic center of the airport landing area and so designated.

Approach surface means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zones height limitation slope set forth in subsection 11.2.4. In plan, the perimeter of the approach surface

coincides with the perimeter of the approach zone.

Approach, transitional, horizontal, and conical zones. These zones are set forth in subsection 11.2 of this article.

Conical surface means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to one for a horizontal distance of 4,000 feet.

Hazard to air navigation means an obstruction determined to have a substantially adverse effect on the safe and efficient utilization of the navigable airspace.

Height. For the purpose of determining the height limits in all zones set forth in this section and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

Horizontal surface means a horizontal surface 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

Landing area means the surface area of the airport used for the landing, takeoff or taxiing of aircraft.

Nonconforming use means any preexisting structure, object of natural growth, or use of land which is inconsistent with the provisions of this article or an amendment thereto.

Non-precision instrument runway means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.

Obstruction means any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in subsection 11.2.5.

Overlay zone means the defined areas establishing land use restrictions set forth in subsection 11.2.6.

Precision instrument runway means a runway having an existing instrument approach procedure utilizing Instrument Landing System (ILS) or Localizer Precision, Vertical (LPV) air navigation facilities with vertical and horizontal guidance for which a straight-in precision instrument approach procedure has been approved or planned.

Primary surface means a surface longitudinally centered on a runway. When the runway has a specially prepared or planned hard surface, the primary surface extends 200 feet beyond each end of that hard surface runway; but when the runway has no specially prepared hard surface or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is 500 feet for the non-precision instrument runway and 1,000 feet for the precision runways having visibility minimums greater than three-fourths statute mile.

Runway means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

Runway protection zone (RPZ) means an area off the runway end to enhance the protection of people and property on the ground in a trapezoidal shape established in guidelines published in the Advisory Circular 150/5300-13A by the FAA. Structure means an object, including a mobile object, constructed or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.

Transitional surfaces mean surfaces that extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal surface.

Tree means any object of natural growth.

- 2) **Purpose.** The purpose of this section is to provide compatible land use regulations for the airport by establishing development standards that will protect property and occupants of land in the vicinity of the airport from airport hazards and protect the airport from incompatible development. The regulations and districts herein have been established in accordance with V.T.C.A., Local Government Code chs. 241 (Airport Zoning Act) and 211.
- 3) **Compliance.** No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and any other applicable regulations.
- 4) **Zones established.** In order to carry out the provisions of this section, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surface and conical surface as they apply to the airport. Such zones for height limitations are shown on Figure 1 and will be reflected on the city's zoning map. The various zones are hereby established and defined as follows:
 - a) **Approach zones.** An approach zone is established beneath the approach surface at the end of all existing and proposed runways of the airport for precision and non-precision instrument landings and takeoffs. The limit of approach zones largest overall dimensions is the location at which they intersect with the horizontal surface. These zones have been divided into inner and outer areas in subsections 11.2.5(a)(i) and (ii).
 - i) **Precision Approach Zone (Runway 14):** The precision approach zone for precision instrument landings and take-offs is established as the area beneath the precision approach surface and is horizontally centered on the extended runway centerline. The inner edge of the precision approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runways, widening thereafter uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet beyond the end of the primary surface of each runway. The centerline of the precision approach surface is the continuation of the centerline of the runway.
 - ii) **Non-precision Approach Zone (Runway 32):** The inner non-precision approach zone is established as the area beneath the non-precision approach surface and is horizontally

centered on the extended runway centerline. The inner edge of the non-precision approach zone shall have a width of 500 feet at a distance of 200 feet beyond the end of the runways, widening thereafter uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet beyond the end of the primary surface of each runway. The centerline of the non-precision approach surface is the continuation of the centerline of the runway.

- b) **Transition zones.** Transition zones are hereby established beneath the transitional surface adjacent to each runway and approach surface as indicated on Figure 1. Transitional surfaces, symmetrically located on either side of runways, have variable widths as shown on the zoning map. Transitional surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extends at a slope of seven to one (7:1) from the sides of the primary surface and from the sides of approach surfaces.
- c) **Horizontal zone.** A horizontal zone is established as the area beneath a horizontal surface 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of Runway(s) 14/32 and connecting the adjacent arcs by lines tangent to those arcs.
- d) **Conical zone.** A conical zone is established as the area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to one (20:1) for a horizontal distance of 4,000 feet.
- e) **Inner turning zone.** The inner turning zone is an area located on each side of the transitional zone. The inner turning zone reflects the special impacts on areas that lay underneath the varying paths that aircraft take in the pattern on final approach and/or departure. The outer limits of the inner turning zone are defined as beginning at 200 feet from the runway end and extending outward on each side of the runway at 45 degrees from the runway centerline, for a length determined by the applicable approach zone. The outer limits of each inner turning zone is constructed by a swinging arc, which connects the point determined by the airport's approach zone (as described above), to the 45-degree line extending outward from each runway end.
- f) **Overlay zones.** Overlay zones are hereby established as described below and depicted on Figure 2 to implement land use restrictions as specified in 11.2.6.
 - i) **Primary zone.** A primary zone is established on the ground directly beneath and following the boundaries of the primary surface.
 - ii) **Clear zone.** A clear zone is established on the ground directly beneath and following the boundaries of a runway protection zone.
 - (1) The RPZ for Runways 14 and 32 have a width of 1,000 feet at a distance of 200 feet beyond the end of each runway, widening thereafter uniformly to a width of 1,750 feet at a horizontal distance of 2,500 feet.
 - iii) **Approach 1 (A-1) zone.** An A-1 zone is established on the ground directly beneath and following the boundaries of the first third of an inner and outer precision approach zone extending outward from the clear zone.

- iv) **Approach 2 (A-2) zone.** An A-2 zone is established on the ground directly beneath and following the boundaries of the middle third of an inner and outer precision approach zone.
- v) **Approach 3 (A-3) zone.** An A-3 zone is established on the ground directly beneath and following the boundaries of the outer third of an inner and outer precision approach zone.
- vi) **Transition zone.** A transition zone is established on the ground symmetrically located on either side of the primary, clear, A-1, and A-2 zones described above, has a variable width as shown on the zoning map. The width of the transition zone is determined in the same manner as transitional surfaces, extends outward and upward at right angles to the centerline of the primary, clear, A-1 and A-1 zones extended at a slope of seven to one (7:1) from the sides of the primary, clear, A-1, and A-2 zones to where they intersect with the horizontal surface.

5) **Height limitations.** Except as otherwise provided in this article, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow, in any zone created by this article to a height in excess of the applicable height limit established in this section for such zone. Such applicable height limitations are hereby established for each of the zones in question. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation:

- a) **Approach zones.** Horizontal distance beginning at the end of and at the elevation of the primary surface and sloping upward from the end of the primary surface.
 - i) **Inner Precision Approach Zone (Runway 14):** It is horizontally centered on the extended runway centerline, extending 50 feet outward for each one foot upward (50:1) from the end of the primary surface and for a distance of 10,000 feet.
 - ii) **Outer Precision Approach Zone (Runway 14):** It is horizontally centered on the extended runway centerline, extending 40 feet outward for each one foot upward (40:1) from the end of the inner precision approach zone (10,000 feet) to a distance 50,000 feet beyond the end of the primary surface of each runway.
 - iii) **Non-precision Approach Zone (Runway 32):** It is horizontally centered on the extended runway centerline, extending 34 feet outward for each one foot upward (34:1) from the end of the primary surface and for a distance of 10,000 feet.
- b) **Transition zones.** Slope seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of 150 feet above the airport elevation, which is 69.9 feet above mean sea level, adjacent the primary surface or for 5,000 feet adjacent an approach surface.
- c) **Horizontal zone.** Established at 150 feet above the airport elevation, or a height of 801 feet above mean sea level.
- d) **Conical zone.** Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.
- e) **Inner turning zone.** Based on the most demanding approach published for each runway end, the following height controls are established:

- i) **Precision approach.** The 50:1 slope for a precision approach places the outer limit of the inner turning zone at 5,000 feet from a point 200 feet from the runway end, along the runway centerline.
 - ii) **Non-precision approach.** The 34:1 slope for a non-precision approach places the outer limit of the inner turning zone at 3,400 feet from a point 200 feet from the runway end, along the runway centerline.
- 6) **Interference prohibited.** Notwithstanding any other provisions of this article, no use may be made of land or water within any zone established by this article in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.
- 7) **Nonconforming uses.**
 - a) **Regulations are not retroactive.** The regulations prescribed by this article shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this article, or to otherwise interfere with the continuance of any nonconforming use. Nothing contained in this article shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the passing of the ordinance from which this section derives, and which is diligently prosecuted.
 - b) **Marking and lighting.** Notwithstanding the preceding provisions of this section, the owner of any nonconforming structure or tree is hereby required to give permission for the installation, operation, and maintenance of markers and lights that are deemed necessary by the airport director or his designee to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the city.
- 8) **Land use restrictions: Conforming and nonconforming land uses by overlay zone.**
 - a) The following table specifies uses allowed (conforming land use) and those that are not allowed (non-conforming land use) unless they were established prior to the effective date of this section. The overlay zones depicted in Figure 2 are in addition to the underlying zoning standards when located within the city limits. The following restrictions do not eliminate an allowable use or reduce the allowable residential density as specified in the zoning district, approved permit or development agreement on the affected property at the passing of the ordinance.

Overlay Zone	Non-Conforming Land Use	Conforming Land Use
		Allowed use or density as of the date of the passing of the ordinance
Primary Zone	Any use not included in the Airport Layout Plan	Any use not included in the Airport Layout Plan
Clear Zone	Residential	Undeveloped
	Commercial/Retail	Rural/Agriculture
	Industrial	Surface parking (lighting in compliance in this section)
Approach 1 Zone (A-1)	Residential	Undeveloped
		Rural/Agriculture
		Commercial/Retail
		Industrial
Approach 2 Zone (A-2)	Residential - density above 3 dwelling units per acre	Undeveloped
		Rural/Agriculture
		Residential - density not to exceed 3 dwelling units per acre
		Commercial/Retail
		Industrial
Approach 3 Zone (A-3)	Residential - density above 6 dwelling units per acre	Undeveloped
		Rural/Agriculture
		Commercial/Retail
		Industrial
		Residential - same density as adjacent Zone

- b) **Plat notes.** A plat note shall be added to all subdivision plats located within the overlay zones indicating that the subdivision is subject to the airport hazard zoning district standards and regulations.

9) Permits and variances.

- a) **Establishment of development permit.** An airport hazard zoning district development permit (AHZD development permit) shall be required to ensure conformance and acknowledgement with the provisions of this section.
- b) **Abrogation and greater restrictions.** This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

- c) **Future uses.** Except as specifically provided in the Zoning Ordinance, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone created by this article unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient details to determine whether the resulting use, structure, or tree would conform to the regulations prescribed in this section. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this article shall be granted unless a variance has been approved in accordance with this chapter.
 - i) In the area lying within the limits of the horizontal zone and conical zone, no height permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
 - ii) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction or alteration of any structure, or growth of any tree, in excess of any height limits established by this article.

10) Permit procedures.

- a) Application for a AHZD development permit shall be presented to the airport on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and maximum elevation of proposed landscape alterations all existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of AHZD. Additional information to assist in determining compliance with this section may be required.
- b) The applicant should understand that an AHZD development permit is only a permit to complete the proposed development. It is not a permit to, for example, build a house, construct a baseball field, install a drainage ditch or septic system or grade a parcel of land; a building permit must be obtained for the actual construction for those properties located within the city limits.
- c) Applicants applying for an AHZD development permit in the ETJ shall submit to the airport 1) county permit documentation and 2) a letter of construction compliance for subsection 11.2.9, Construction methods and materials from a qualified engineer, architect or new construction inspection firm licensed and insured in the state of Texas prior occupancy.
- d) Where there is conflict between the code adopted in this section and any city, state, or federal law, the more restrictive requirements shall govern unless the less restrictive requirements are preemptive under state or federal law.
- e) The AHZD development permit shall include a checklist of other possible state or federal agency approvals needed in addition to the city.

- 11) Existing uses.** No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the date of the ordinance adoption, or any

amendments to this article or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

12) Variance. Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use his/her property, in violation of the regulations prescribed in this section may apply to the City Planning and Zoning Board for a variance from such regulations in question. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variance shall be allowed where it is duly found that a literal application or enforcement of such regulations will result in unnecessary hardship and the relief granted would not be contrary to the public interest but would do substantial justice and be in accordance with the spirit of this article. Additionally, no application for variance to the requirements of this article may be considered and/or approved by the Planning and Zoning Board unless a copy of the application has been furnished to the airport advisory board of the city for advice as to the aeronautical effects of the variance. If the airport advisory board does not respond to the application within 45 days after receipt, the zoning board of adjustment may act on its own to grant or deny such application.

13) Obstruction marking and lighting. Any permit or variance granted may, if such action is deemed advisable by the city manager or the zoning board of adjustment to effectuate the purpose of this article and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to allow the city manager to install, operate, and maintain, at the expense of the city, such markings and lights as may be necessary.

14) Abatement of violations. The city council may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of this article or of any order or ruling made in connection with the administration or enforcement of this article, including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act, as amended, V.T.C.A., Local Government Code § 241.044.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of August 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of September 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2664	
From: Pete Garcia			
Subject: Approval for final payment to Maguire Iron, Inc. for rehab repairs to the Water Tower Project located at 8th St. & Bridge Ave. in the amount not to exceed \$16,300.00, and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: RFB No. 2018-19-02 for the Water Tower Rehabilitation was approved by Commission on November 20, 2018. Job was completed March 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: PAFinal_Weslaco, TX			
Responsibilities upon Approval:			

Contractor's Application for Payment No. **Final**

	Application Period: Aug-19	Application Date: 8/1/2019
To (Owner): City of Weslaco, TX	From (Contractor): Maguire Iron	Via (General): Maguire Iron
Project: Water Tank Rehab	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 106,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ 145,695.00
1	\$24,995.00		3. Current Contract Price (Line 1 ± 2).....	\$ 251,695.00
2	\$120,700.00		4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 251,695.00
			5. RETAINAGE:	
			a. X \$251,695.00 Work Completed.....	\$
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5a + Line 5b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 251,695.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 235,395.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ 16,300.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$
TOTALS	\$145,695.00			
NET CHANGE BY CHANGE ORDERS	\$145,695.00			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Mike Farnsworth* Date: 8/1/2019

Payment of: \$ **\$16,300.00**
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): City of Weslaco, TX			Application Number: Final					
Application Period: Aug-19			Application Date: 8/1/2019					
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period				
1	Exterior Pressure wash, spot prime, overcoat with logo, and altitude valve	\$106,000.00	\$89,700.00	\$16,300.00		\$106,000.00	100.0%	
CO 1	Catwalk and railing PO#19-01630	\$24,995.00	\$24,995.00			\$24,995.00	100.0%	
CO2	Interior Paint PO #19-01631	\$120,700.00	\$120,700.00			\$120,700.00	100.0%	
Totals		\$251,695.00	\$235,395.00	\$16,300.00		\$251,695.00	100.0%	



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2731	
From:			
Subject: Approval on renewal of the Inter-local Agreement with the Lower Rio Grande Development Council for Cooperation & Joint Sponsorship to participate in a regional public transportation system, Valley Metro, in an amount not to exceed \$39,292.00 and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.)			
Background: The Lower Rio Grande Valley Development Council is requesting \$39,292.00 for mass transit services at the STC Campus for their circulator route. Funding will cover services from September 2019-August 2020. Funds will be used with Federal Transit Administration Grants (5307) at an 80/20 split.			
Funding Source (budget code, if applicable):			
Amount: \$39,292.00	Term of Impact: One Year	Identified in Current Budget: Yes	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Letter - STC - Mid-Valley Jag Express Continuing Fund Request, INTERLOCAL AGREEMENT Weslaco-ValleyMetro draft 8.30.19			
Responsibilities upon Approval:			



Lower Rio Grande Valley Development Council

Mayor David Suarez, Weslaco President
Mayor Jim Darling, McAllen 1st Vice President
Judge Aurelio "Keter" Guerra, Willacy County 2nd Vice President
Mayor Ambrosio "Amos" Hernandez, Pharr Secretary
Mayor Chris Boswell, Harlingen Treasurer
Hon. Norma G. Garcia, Member-at-Large Immediate Past President

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Alamo

Tony Martinez
Mayor, Brownsville

Gilbert Enriquez
Councilman, Edinburg

Yolanda H. Cruz
Mayor, Pro-tem Los Fresnos

Rick Salinas
Commissioner, Lyford

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Dave Kusch
Mayor, Primera

Edward Gonzales
Commissioner, Raymondville

Benjamin "Ben" Gomez
Mayor, San Benito

Marco "Markie" Villegas
Commissioner, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Javier De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Celeste Sanchez
Member-at-Large

Commissioner Jesse Zuniga
Member-at-Large

Christina Patiño Houle
Grassroots Organizations

EXECUTIVE DIRECTOR
Ron Garza

August 5, 2019

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

Re: STC Mid-Valley Jag Express Continuation Funding Request

Dear ~~Mr. Perez:~~ *Mike,*

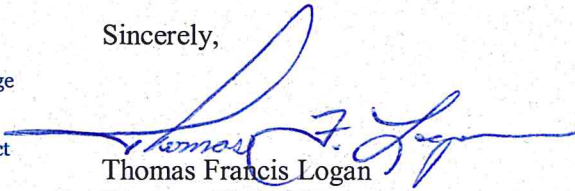
On behalf of the Lower Rio Grande Valley Development Council (LRGVDC), we would like to thank the City of Weslaco for the past financial support for the South Texas College (STC) Jag Express. Our goal is to continue to provide students and the general public with transportation service connecting Weslaco to all STC campuses and training centers throughout the Rio Grande Valley.

As you are aware, local funds are needed to continue this service this upcoming year, beginning in September 2019- August 2020, is \$39, 292. This local investment will generate Federal Transit Administration funds to operate the service. There is no increase from the previous year.

LRGVDC staff members are ready to work with your staff to address any questions or concerns you might have on this issue. We look forward to continuing our warm relationship for the betterment of Weslaco and its residents.

Please feel free to contact me at 956-369-5048 if you have any questions.

Sincerely,


Thomas Francis Logan
Director, Valley Metro

cc. Ron Garza, Executive Director
Crystal Balboa, Finance Director
Shirley A. Reed, President, South Texas College



JAG EXPRESS

GET ON BOARD

GREEN LINE

PURPLE LINE

YELLOW LINE

Academic Calendar Calendario academico

Days Not In Service Días fuera de servicio

September 2, 2019 - Labor Day

September 27, 2019 - Professional Dev. Day

Nov. 28 - Dec. 1, 2019 - Thanksgiving

Dec. 16, 2019 - January 12, 2020 - Winter Break

January 20, 2020 - Martin Luther King Jr. Day

February 14, 2020 - Professional Dev. Day

March 16 - 22, 2020 - Spring Break

April 9 - 12, 2020 - Semester Break

May 25, 2020 - Memorial Day

July 3, 2020 - Independence Day



Serving Servicio a



Transfers /
transbordos

*** Starts August 19, 2019** (w/limited service)

Limited service is defined as only 1 Yellow Line bus

Full service begins August 26, 2019

*** Ends August 9, 2020**

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

fares/tarifas

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

Monday - Friday Lunes - Viernes

Open to the public.
Abierto al publico

Reduced Service on Fridays

Servicio Reducido
los Viernes

flexible routes ruta flexible

Indicates a flexible route.
You may request to stop at
other locations. / Indica ruta
"flexible". Puede solicitar
detenerse en otros lugares.



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



1-800-574-8322

A program of the LRGVDC.

www.lrgvdc.org/valleymetro

ValleyMet

ValleyMetroRGV

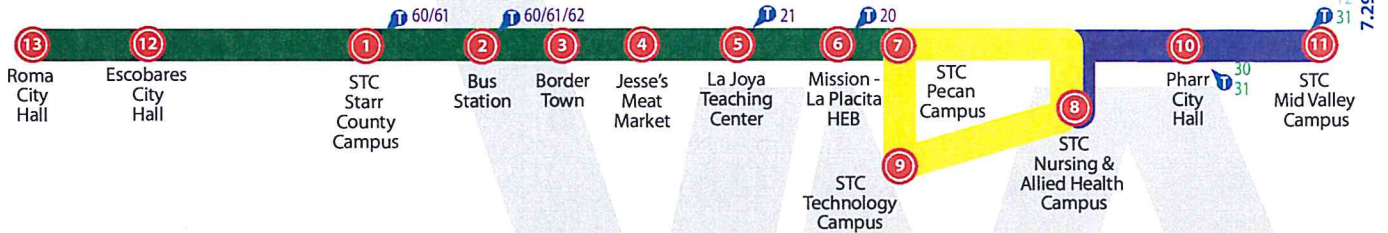
southtexascollege.edu/jagexpress



SOUTH TEXAS
COLLEGE

For free "Park & Ride" service
visit:
southtexascollege.edu/jagexpress

JagExpress Intercampus



GREENLINE

* Only 1 Bus operates on Fridays

STC	Escobares	Roma	Escobares	STC	STC	Bus Station	Alto Bonito Stripes	Sullivan Stripes	La Joya	HEB Mission Campus	Pecan Mission	La Placita	La Joya	Jesse's Meat Market	Border Town	Bus Station	STC	Nurse
8:00	8:15	8:35	8:45	9:00	6:00	9:05	9:20	9:35	9:45	9:55	10:20	10:35	10:50	11:15	11:25	11:35	11:50	12:05
10:00	10:15	10:35	10:45	11:00	6:40	6:55	7:10	7:20	7:30	7:55	8:10	8:25	8:50	9:00	9:10	9:25	9:40	9:50
11:00	11:15	11:35	11:45	12:00	9:45	10:00	10:15	10:25	10:35	11:00	11:15	11:30	11:55	12:05	12:15	12:30	12:45	12:55
1:00	1:15	1:35	1:45	2:00	1:00	1:15	1:30	1:40	1:50	2:15	2:30	2:45	3:10	3:20	3:30	3:45	4:00	4:10
2:00	2:15	2:35	2:45	3:00	1:45	2:00	2:15	2:35	2:45	3:10	3:25	3:40	4:05	4:15	4:25	4:40	4:55	5:05
3:00	3:15	3:35	3:45	4:00	4:05	4:20	4:35	4:45	4:55	5:20	5:35	5:50	6:15	6:25	6:35	6:50	7:05	7:15
4:00	4:15	4:35	4:45	5:00	5:00	5:15	5:30	5:40	5:50	6:15	6:30	6:45	7:10	7:20	7:30	7:45	8:00	8:10
5:00	5:15	5:35	5:45	6:00														

YELLOWLINE

* Only Bus 1 Operates on Fridays
Friday Limited Service ends at 6 PM

Bus	Pecan	Nurse	Tech	Nurse	Pecan
1	7:00 AM		7:20 AM		7:40 AM
2	7:00 AM	7:20 AM	7:40 AM		8:00 AM
3	7:00 AM	7:25 AM			7:50 AM
5	7:20 AM		7:40 AM	8:00 AM	
4	7:25 AM	7:50 AM			8:15 AM
1	7:40 AM		8:00 AM		8:20 AM
3	7:50 AM	8:15 AM			8:40 AM
2	8:00 AM		8:20 AM		8:40 AM
5		8:00 AM	8:20 AM	8:40 AM	
4	8:15 AM	8:40 AM			9:05 AM
1	8:20 AM		8:40 AM		9:00 AM
2	8:40 AM		9:00 AM		9:20 AM
3	8:40 AM	9:05 AM			9:30 AM
5		8:40 AM	9:00 AM	9:20 AM	
1	9:00 AM		9:20 AM		9:40 AM
4	9:05 AM	9:30 AM			9:55 AM
2	9:20 AM		9:40 AM	10:00 AM	10:00 AM
3	9:30 AM	9:55 AM			10:20 AM
1	9:40 AM		10:00 AM		10:20 AM
4	9:55 AM	10:20 AM			10:45 AM
2	10:00 AM		10:20 AM		10:40 AM
5		10:00 AM	10:20 AM	10:40 AM	
1	10:20 AM		10:40 AM		11:00 AM
3	10:20 AM	10:45 AM			11:10 AM
2	10:40 AM		11:00 AM		11:20 AM
5		10:40 AM	11:00 AM	11:20 AM	
4	10:45 AM	11:10 AM			11:35 AM
1	11:00 AM		11:20 AM		11:40 AM
2	11:20 AM		11:40 AM		12:00 PM
5		11:20 AM	11:40 AM	12:00 PM	
4	11:35 AM	12:00 PM			12:25 PM
2	12:00 PM		12:20 PM		12:40 PM
3	12:35 AM	1:00 PM			1:25 PM
1	1:00 PM		1:20 PM		1:40 PM
5		1:20 PM	1:40 PM	2:00 PM	
3	1:25 PM	1:50 PM			2:15 PM
1	1:40 PM		2:00 PM		2:20 PM
4	1:50 PM	2:15 PM			2:40 PM
2	2:00 PM		2:20 PM		2:40 PM
5		2:00 PM	2:20 PM	2:40 PM	
3	2:15 PM	2:40 PM			3:05 PM
1	2:20 PM		2:40 PM		3:00 PM
2	2:40 PM		3:00 PM		3:20 PM
4	2:40 PM	3:05 PM			3:30 PM
5		2:40 PM	3:00 PM	3:20 PM	
1	3:00 PM		3:20 PM		3:40 PM
3	3:05 PM	3:30 PM			3:55 PM
2	3:20 PM		3:40 PM		4:00 PM
5		3:20 PM	3:40 PM	4:00 PM	
4	3:30 PM	3:55 PM			4:20 PM
1	3:40 PM		4:00 PM		4:20 PM
3	3:55 PM	4:20 PM			4:45 PM
2	4:00 PM		4:20 PM		4:40 PM
5		4:00 PM	4:20 PM	4:40 PM	
1	4:20 PM		4:40 PM		5:00 PM
4	4:20 PM	4:45 PM			5:10 PM
5		4:40 PM	5:00 PM	5:20 PM	5:40 PM
1	5:00 PM		5:20 PM		6:00 PM
1	6:00 PM		6:20 PM		7:00 PM
1	7:00 PM		7:20 PM		8:00 PM

PURPLELINE

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

Yellowline Route Information

Bus 1	Mon-Thur	7:00 to 5:00 Pecan to Tech
	Mon-Thur	5:00 to 8:00 Pecan-Tech-NAH-Pecan
	Friday	7:00 to 6:00 Pecan-Tech-NAH-Pecan
Bus 2	Mon-Thur	7:00 to 4:40 Pecan to Tech to Pecan
Bus 3	Mon-Thur	7:00 to 4:45 Pecan to NAH to Pecan
Bus 4	Mon-Thur	7:25 to 5:10 Pecan to NAH to Pecan
Bus 5	Mon-Thur	7:20 to 5:40 Pecan to Tech to NAH

Legend

- Time Point (refer to map)
- Transfer Point (refer to map)
- Route/Ruta
- Bold/remarcado = PM

INTERLOCAL AGREEMENT FOR COOPERATION & JOINT SPONSORSHIP-

VALLEY METRO COUNTY OF HIDALGO AND CITY OF WESLACO

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

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

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

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

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

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

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

1. LRGVDC will operate, manage, and coordinate a regional public bus route system (Valley Metro) in Hidalgo County that includes service to the City of Weslaco.
2. LRGVDC will be responsible for ensuring that the bus route system complies with all federal, state, and local rules and guidelines.
3. LRGVDC will act as the contracting agency for the public bus route system, and is authorized to accept, hold, and disburse funds for the system.
4. LRGVDC will provide monthly program reports to the City of Weslaco.
5. The City of Weslaco will provide funds to serve as an annual local match to federal funds received from the Federal Transit Administration (FTA) used to subsidize operating and capital expenses related to the public bus route system.
6. The City of Weslaco local match amount will be determined by the LRGVDC. For FY 2020, from September 1, 2019 through August 31, 2020, the contribution will be \$39,292 for supporting South Texas College (STC) Transportation Service. See attachment A.
7. If needed, the City of Weslaco will provide a safe and secure permanent parking area on town property for a maximum of three (3) transit buses owned by LRGVDC. At least one (1)

additional space will be designated for LRGVDC employee parking. The LRGVDC Director of Transit Services will have access to this facility at all times.

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

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

THEREFORE, witness our signatures binding the City of Weslaco and the LRGVDC this _____ day of _____, 2019.

CITY OF WESLACO, TEXAS

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

BY: _____
David Suarez, Mayor

BY: _____
Ron Garza, Executive Director

ATTEST:

ATTEST:

BY: _____
Myra L. Ayala, City Secretary

BY: _____
Crystal Balboa, Director of Finance

Attachment A
Operating Schedule



GREEN LINE

PURPLE LINE

YELLOW LINE

Academic Calendar Calendario académico

Days Not In Service
Días fuera de servicio

September 2, 2019 - Labor Day

September 27, 2019 - Professional Dev. Day

Nov. 28 - Dec. 1, 2019 - Thanksgiving

Dec. 16, 2019 - January 12, 2020 - Winter Break

January 20, 2020 - Martin Luther King Jr. Day

February 14, 2020 - Professional Dev. Day

March 16 - 22, 2020 - Spring Break

April 9 - 12, 2020 - Semester Break

May 25, 2020 - Memorial Day

July 3, 2020 - Independence Day



Serving Servicio a



Transfers/
transbordos

STC Pecan Campus
STC Technology Campus
STC Nursing & Allied Health Campus
STC Starr County Campus
Stripes Convenient Store
La Joya Teaching Center
City of Mission - La Placita
STC Mid Valley Campus - Weslaco
City of Roma
Border Town
Jesse's Meat Market
Pharr City Hall

Route 12 - Edcouch/Elsa - Edinburg

Route 20 - Mission - McAllen

Route 21 - Sullivan City - Mission

Route 30 - Pharr/San Juan - Edinburg

Route 31 - Business 83

fares/tarifas

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

1-800-574-8322

A program of the LRGVDC

www.lrgvdc.org/valleymetro

f ValleyMet

ValleyMetroRGV

southtexascollege.edu/jagexpress

Monday - Friday Lunes - Viernes

Open to the public.
Abierto al público

Reduced Service on Fridays

Servicio Reducido
los Viernes

flexible routes ruta flexible

Indicates a flexible route.
You may request to stop at
other locations. / Indica ruta
"flexible". Puede solicitar
detenerse en otros lugares



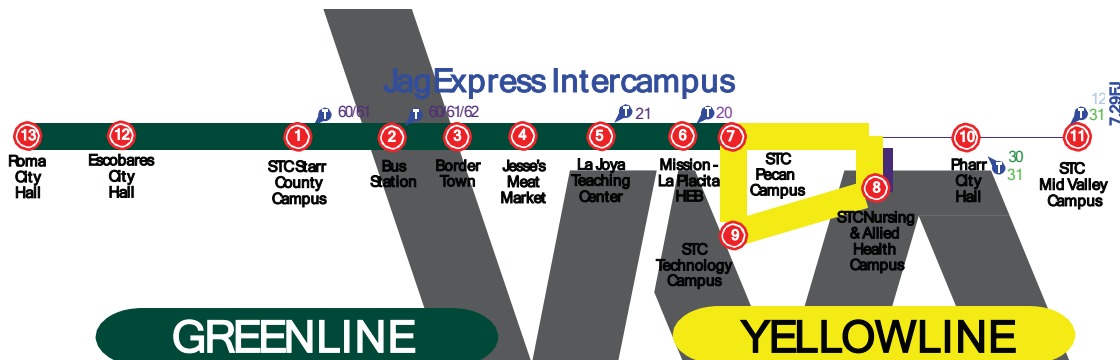
Indicates that the bus has
free Wi-Fi service. / Indica que
el bus tiene servicio de Wi-Fi
gratuito.



SOUTH TEXAS
COLLEGE

For free "Park & Ride" service
visit:
southtexascollege.edu/jagexpress

Comment [JB1]:



* Only 1 Bus operates on Fridays

* Only Bus 1 Operates on Fridays
Friday Limited Service ends at 6 PM

1	12	15	12	1	1	2	3	4	5	6	7	8	9	10	11	12	13
STC	Escobares	Roma	Escobares	STC	STC	Bus	Alto	Bullseye	La Joya	HEB	Pecan	La Florida	La Joya	Jesse's	Border	La	STC
						Station	Sanita	Stripes	Mission	Mission	Campus	Mission	Mission	Meat	Town	Station	Mission
8:00	8:15	8:35	8:45	9:00	9:00	9:15	9:35	9:45	10:00	10:15	10:25	10:35	11:00	11:15	11:30	11:35	12:05
10:00	10:15	10:35	10:45	11:00	11:00	11:15	11:35	11:45	12:00	12:15	12:25	12:35	13:00	13:15	13:30	13:35	14:05
2:00	2:15	2:35	2:45	3:00	3:00	3:15	3:35	3:45	4:00	4:15	4:25	4:35	5:00	5:15	5:30	5:35	6:00
6:00	6:15	6:35	6:45	7:00	7:00	7:15	7:35	7:45	8:00	8:15	8:25	8:35	9:00	9:15	9:30	9:35	10:00

7	8	9	8	7
Bus Pecan	Nurse Tech	Nurse	Nurse	Pecan
1	7:00 AM	7:20 AM	7:40 AM	7:40 AM
2	7:00 AM	7:20 AM	7:40 AM	8:00 AM
3	7:00 AM	7:25 AM		7:50 AM
4	7:20 AM			
5	7:25 AM	7:40 AM	8:00 AM	8:15 AM
1	7:40 AM	8:00 AM		8:20 AM
3	7:50 AM	8:15 AM		8:40 AM
2	8:00 AM	8:20 AM		8:40 AM
5	8:00 AM	8:20 AM	8:40 AM	
4	8:15 AM	8:40 AM		9:05 AM
1	8:20 AM	8:40 AM		9:00 AM
2	8:40 AM	9:00 AM		9:20 AM
3	8:40 AM	9:05 AM		9:30 AM
5	8:40 AM	9:00 AM	9:20 AM	
1	9:00 AM	9:20 AM		9:40 AM
4	9:05 AM	9:30 AM		9:55 AM
2	9:20 AM	9:40 AM		10:00 AM
5	9:20 AM	9:40 AM	10:00 AM	
3	9:30 AM	9:55 AM		10:20 AM
1	9:40 AM	10:00 AM		10:20 AM
4	9:55 AM	10:20 AM		10:45 AM
2	10:00 AM	10:20 AM		10:40 AM
5	10:20 AM	10:40 AM	10:40 AM	
1	10:20 AM	10:45 AM		11:00 AM
3	10:20 AM	10:45 AM		11:10 AM
2	10:40 AM	11:00 AM		11:20 AM
5	10:45 AM	11:10 AM	11:20 AM	
4	10:45 AM	11:10 AM	11:20 AM	11:35 AM
1	11:00 AM	11:20 AM		11:40 AM
2	11:20 AM	11:40 AM		12:00 PM
5	11:20 AM	11:40 AM	12:00 PM	
4	11:35 AM	12:00 PM		12:25 PM
2	12:00 PM	12:20 PM		12:40 PM
3	12:35 AM	1:00 PM		1:25 PM
1	1:00 PM	1:20 PM		1:40 PM
5	1:20 PM	1:40 PM	2:00 PM	
3	1:25 PM	1:50 PM		2:15 PM
1	1:40 PM	2:00 PM		2:20 PM
4	1:50 PM	2:15 PM		2:40 PM
2	2:00 PM	2:20 PM		2:40 PM
5	2:00 PM	2:20 PM	2:40 PM	
3	2:15 PM	2:40 PM		3:05 PM
1	2:20 PM	2:40 PM		3:00 PM
2	2:40 PM	3:00 PM		3:20 PM
4	2:40 PM	3:05 PM		3:30 PM
5	2:40 PM	3:00 PM	3:20 PM	
1	3:00 PM	3:20 PM		3:40 PM
3	3:05 PM	3:30 PM		3:55 PM
2	3:20 PM	3:40 PM		4:00 PM
5	3:20 PM	3:40 PM	4:00 PM	
4	3:30 PM	3:55 PM		4:20 PM

PURPLELINE

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

Legend

- Time Point (refer to map)
- Transfer Point (refer to map)
- Route/Line
- Bold/remarcado = PM

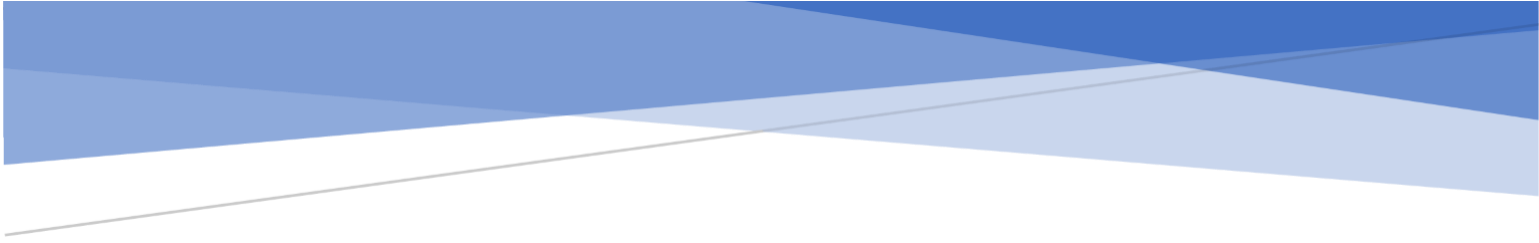
Yellowline Route Information

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Bus 100: Pharr to Tech



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2753
From:		
Subject: Approval to enter into a Memorandum of Understanding with the Children's Advocacy Center of Hidalgo County and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: Request for the City Commission to approve the continuance of the Memorandum of Understanding between the Children's Advocacy Center of Hidalgo County (CACHC) & Weslaco Police Department. Weslaco Police Department will continue to provide referrals for all examinations.		
Funding Source (budget code, if applicable): N/A		
Amount: \$0.00	Term of Impact: Sept 1, 2019 and will be in force for Three (3) years	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: Previously approved on a Regular Commission meeting on August 18, 2015.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Roxanne Saavedra Robert Lopez Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends acceptance and approval.		
Attachments, if any: CACHC - Revised Protocols and Intergenacy MOU - 2019_CACTX comments 8-2..., Law Enforcement and Medical Exams		
Responsibilities upon Approval: Upon approval, Weslaco Police Administration will process and submit appropriately.		



THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

INTERAGENCY MEMORANDUM OF UNDERSTANDING & INTERAGENCY WORKING PROTOCOL



**HIDALGO COUNTY FY 2020 EFFECTIVE 9/1/2019.
REVISED 18-19**

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INTERAGENCY MEMORANDUM OF UNDERSTANDING

Memorandum

The UNDERSIGNED participating agencies agree to the following policy to support and maintain the Children's Advocacy Center of Hidalgo County, Inc., (CACHC) as identified in the Texas Family Code Section 264 Subchapter E.

WHEREAS, Hidalgo County continues to experience an increase in the reported incidents of child abuse, a trend which has been seen nationwide. In responding to these reports, the CACHC along with partner agencies will commit to working collaboratively to better serve child abuse cases and provide an intervention response. The undersigned head of department agencies and offices in Hidalgo County agree to maintain and continue to support the Children's Advocacy Center of Hidalgo County, Inc.

WHEREAS, citizens of Hidalgo County have developed a multidisciplinary team (MDT) approach for the investigation of child abuse and neglect cases to better protect children and provide services. In efforts to facilitate an MDT approach, The Children's Advocacy Center of Hidalgo County, Inc. will enhance the cooperation and coordination of the partner agencies involved in the investigation and prosecution of crimes against children.

WHEREAS, to be better protect the children of Hidalgo County, the undersigned agencies have agreed to the following:

1. To minimize re-victimization of alleged abuse and neglect victims and non-offending family members through the investigation, assessment, intervention, and prosecution processes; and
2. To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development; and
3. To develop, maintain and support the Children's Advocacy Center, an environment that emphasizes the best interests of the children in Hidalgo County and that provides investigative and rehabilitative programs services.

NOW THEREFORE, the undersigned agencies have agreed to support the concept and philosophy of the Children's Advocacy Center of Hidalgo County, Inc.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

The MOU must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

We the undersigned have reviewed and accepted the Children's Advocacy Center of Hidalgo County's, Inc. Interagency Memorandum of Understanding.

EXECUTED this 1 day of September, 2019.

Signatures:

Hidalgo County District Attorney's Office
<i>Ricardo Rodriguez, Jr., District Attorney</i>

Doctor's Hospital at Renaissance Health System
<i>Dr. Javier Cortinas, Medical Director</i>

Texas Department of Family and Protective Services – Child Protective Investigations
<i>Marina Yzaguirre, Child Protective Investigations Regional Director</i>

Alton Police Department
<i>Jonathan Flores, Police Chief</i>

Texas Department of Family and Protective Services – Child Protective Services
<i>Tara O'Connell, Child Protective Services Regional Director</i>

Edcouch Police Department
<i>Javier Garza, Police Chief</i>

Children's Advocacy Center of Hidalgo County Inc.
<i>Jesus A. Sanchez, Executive Director</i>

Elsa Police Department
<i>Robert McGinnis, Police Chief</i>

Hidalgo Police Department
<i>Jesus Ortega, Police Chief</i>

Judge Mario E. Ramirez, Jr. Juvenile Justice Center

Maryann Denner, Chief Juvenile Justice Probation Office

Texas Department of Family and Protective Services – Child Care Investigations

Ashland Spencer-Batiste, Child care Investigations Director

Texas Department of Family and Protective Services – Adult Protective Services

Ann Cortez, In Home Investigations Regional Director

Alamo Police Department

Rogelio Alaniz, Interim Police Chief

Donna Police Department

Gilbert Guerrero, Police Chief

Edinburg Police Department

Cesar Torrez, Police Chief

Hidalgo County Sheriff's Office

J.E. "Eddie" Guerra, Sheriff

La Villa Police Department

Adolfo Flores, Police Chief

La Joya Police Department

Adolfo Arriaga, Police Chief

McAllen Police Department

Victor Rodriguez, Police Chief

Pharr Police Department

Jose Lengua, Police Chief

San Juan Police Department

Juan Gonzalez, Police Chief

Donna ISD Police Department

Daniel Walden, Police Chief

Mercedes Police Department

Dagoberto Chavez, Police Chief

Palmhurst Police Department
<i>Michael A. Vela, Police Chief</i>

Penitas Police Department
<i>Roel Bermea, Police chief</i>

Progreso Police Department
<i>Cesar Solis, Police chief</i>

McAllen ISD Police Department
<i>Crisoforo Esquivel - Police Chief</i>

Sullivan Police Department
<i>Richard Ozuna, Police Chief</i>

Edinburg CISD Police Department
<i>Ricardo Perez Jr. Police Chief</i>

Weslaco Police Department
<i>Joel Rivera, Police Chief</i>

Palmview Police Department
<i>Gilbert Zamora, Police Chief</i>

Mission Police Department
<i>Robert Dominguez, Police Chief</i>

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.
INTERAGENCY WORKING PROTOCOL

MISSION STATEMENT

The mission of the Children's Advocacy Center of Hidalgo County, Inc. (CACHC) is to provide a child-focused setting and facilitate a multi-disciplinary team (MDT) approach, which supports hope, healing and justice to child victims of sexual, physical, and emotional abuse.

GOALS

1. The CACHC will strive to reach every child within the overall CACHC case acceptance criteria.
2. The CACHC will strive to provide every service a child needs and recommend services identified through a need's assessment.
3. The CACHC will strive to make every effort to ensure all Core CACHC services are provided to children and their non-offending caregivers.

OBJECTIVES

1. The CACHC will make a concerted effort to review all Hidalgo County Statewide intake reports generated by the Texas Department of Family and Protective Services (TDFPS), and will review referrals from the community, and partner agencies in order to recommend services through an MDT approach so every child can be reached.
2. The CACHC will identify through a needs assessment and professionally recommend services to include: a forensic interview, a child abuse forensic medical evaluation, a mental health referral, involvement from a Victim Advocate Team Member, and conduct an MDT Case Review to ensure every service is provided to a child victim and their non-offending caregivers.
3. The CACHC will ensure all core CACHC services are evidence-based, meets or exceeds Texas Family Standards and quality metrics identified for each CACHC service.

SPECIFIC CRITERIA FOR REFERRAL OF CASES TO BE REFERRED FOR AN MDT RESPONSE AND
SPECIFIC CRITERIA FOR THE REFERRAL AND PROVISION OF EACH SERVICE

TARGET POPULATION

The CACHC overall target population consists of child victims for all types of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to violent crimes as well as adults with substantial impairment (with the direction of the District Attorney's Office) referred by Law Enforcement Agencies or Texas Department of Family and Protective Services-Child Protective Investigations, Child Protective Services, Adult Protective Services In-Home Investigations and Child Care Investigations. Services will also be provided to cases involving a child fatality, child endangerment, neglect or children at risk of abuse. In unique circumstances,

the CACHC along with MDT partner agencies, reserves the right to provide services outside of the target population (with the direction of the District Attorney's Office). Mental Health and Victim Advocacy services will also be provided to non-offending caregivers who meet the overall case criteria for an MDT response. In addition, Mental Health Services will be provided on a case by case basis to children and/or family members from the community when approved by the Executive Director.

MULTIDISCIPLINARY TEAM (MDT)

COMPOSITION OF MULTIDISCIPLINARY TEAM

The Multidisciplinary Team (MDT) is composed of representatives from Law Enforcement Agencies located within Hidalgo County, Texas Department of Family and Protective Services, The Hidalgo District Attorney's Office, The Children's Advocacy Center of Hidalgo County, Inc. and Judge Mario E. Ramirez, Jr. Juvenile Justice Center (Juvenile Probation Office), Forensic Interviewers, Victim Support and Advocacy, Sexual Assault Nurse Examiners (SANES). As well as participating Mental Health Providers who have signed the CACHC Memorandum of Understanding.

PARTICIPATING AGENCIES

- Alamo Police Department
- Alton Police Department
- Doctor's Hospital at Renaissance Health System
- Donna ISD Police Department
- Donna Police Department
- Edcouch Police Department
- Edinburg CISD Police Department
- Edinburg Police Department
- Elsa Police Department
- Hidalgo County District Attorney's Office
- Hidalgo County Sheriff's Office
- Hidalgo Police Department
- Judge Mario E. Ramirez Jr. Juvenile Justice Center
- La Joya Police Department
- La Villa Police Department
- La Grulla Police Department
- McAllen ISD
- McAllen Police Department
- Mercedes Police Department
- Mission Police Department
- Palmhurst Police Department
- Palmview Police Department
- Penitas Police Department
- Pharr Police Department
- Progreso Police Department
- San Juan Police Department
- Sullivan City Police Department
- Texas Department of Family and Protective Services
- The Children's Advocacy Center of Hidalgo County
- Weslaco Police Department

AGENCY ROLES

Each of the partner agencies involved with the CACHC has agreed to participate as a member of a multi-disciplinary team (MDT). Cases will focus primarily on the child victim's individual needs; followed by the needs of the non-offending caregivers who are supportive of the child and whose concerns are consistent with the best interest of the child; and finally, on law enforcement, prosecution and civil proceedings involving the case. However, each of these partner agencies also have specific responsibilities and duties unique to their discipline, which are briefly outlined below:

A. Law Enforcement

- Will refer maltreatment cases that meet the overall acceptance criteria for an MDT response.
- Law enforcement investigators will investigate and determine whether or not a crime has been committed and present information to the proper authorities for prosecution.
- Will be present and collaboratively participate with the forensic interview process conducted at the CACHC and satellite offices. In the event, an agency is not able to participate in the forensic interview, it is the responsibility of the assigned agency to make arrangements to pick up a copy of the forensic interview from the assigned TDFPS Investigator.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the center or satellite offices until all services with the child victim and non-offending caregivers is completed.
- Will schedule a Sexual Assault Nurse Examination (SANE) with the CACHC or a Safe Ready Medical Facility (SAFE) for any child or an adult with substantial impairment who has made an outcry of sexual abuse by a **family member** and/or meets the overall acceptance criteria for an MDT response.
- Will refer physical abuse and neglect cases for an evaluation that meets the overall acceptance criteria for a medical evaluation.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406); provide center staff with ongoing information pertaining to the direction and status of the criminal investigation.
- Facilitate, as necessary, the safe transportation of children and non-offending caregivers to the CACHC, satellite offices, and other program services.
- Advise the prosecutors(s) on the outcome of the forensic interview and/or the sexual/medical assault exam in a timely manner following its conclusion.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers.

- Conduct and complete witness interviews and evidence collection pertaining to child abuse investigations by using the collaborating sheet (recommended).
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update team.
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC and report suspected child abuse to TDFPS.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

B. District Attorney (Prosecution)

- Will represent the state in prosecuting child abuse felony cases.
- Work with law enforcement officers in the investigation of criminal child abuse cases.
- Will present cases to the grand jury.
- Represent victims of violence in protective orders and represent the state in removing children from abusive household.
- Coordinate efforts for trial preparation and court accompaniment with CACHC staff and conduct criminal prosecution proceedings.
- Attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for future court proceedings with other MDT members (Texas Family Code 264.406).
- Share information with other team members concerning the status of child abuse cases as they move through the legal system.
- Prosecution when appropriate, will assist CACHC in the review of conflict cases prior to providing services at the CACHC.
- Participate in CACHC activities including professional education, community education efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

C. Judge Mario E. Ramirez Jr. Juvenile Justice Detention Center

- Juvenile Justice Detention Center will provide CACHC staff with information pertaining to the direction, scope and status of a case when deemed appropriate.
- Responsible for referring any allegations of child abuse in the juvenile system to local authorities and TDFPS as defined in Texas Family Code Sec. 261-101. PERSONS REQUIRED TO REPORT; TIME TO REPORT.
- Schedule services for the child victim that may include a Sexual Assault Nurse Examination (SANE), Forensic Interview, and/or a Medical Evaluation for Physical Abuse and Neglect Cases.
- Facilitate, as necessary, the safe transportation of children to the CACHC.
- In cases where a mobile interview is being requested, it is the responsibility of the Juvenile Justice Detention Center to secure a location for the interview to be conducted. The location must be agreed upon by both parties. Additionally; when a mobile interview is requested, the forensic interview will be scheduled at the earliest time available.
- May observe forensic interviews where the alleged offender is a juvenile, so an informed decision can be made in cases where law enforcement plans to file a criminal case.
- Cooperate with law enforcement on those cases when the alleged offender will be placed in detention where a criminal offense will be filed.
- Solicits information to assist in making recommendations or treatment decisions during case disposition where the alleged offender/respondent is a juvenile.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

D. Texas Department of Family and Protective Services (TDFPS); Child Protective Investigations (CPI), Child Protective Services (CPS) Adult Protective In-Home Investigations (APS), and Child Care Investigations (CCI).

MULTIDISCIPLINARY TEAM RESPONSE REQUIRED.

(a)The department shall refer a case to a center and the center shall initiate a response by a center's multidisciplinary team appointed under Section [264.406](#) when conducting an investigation of:

(1) a report of abuse or neglect that is made by a professional as defined by Section [261.101](#) and that:

(A)alleges sexual abuse of a child; or

(B) is a type of case handled by the center in accordance with the working protocol adopted for the center under Section 264.4031 [264.411(a) (9)]; or

(2) a child fatality in which there are surviving children in the deceased child's household or under the supervision of the caregiver involved in the child fatality.

(b) Any interview of a child conducted as part of the investigation under Subsection (a) must be a forensic interview conducted in accordance with the center's working protocol adopted under Section 264.4031 unless a forensic interview is not appropriate based on the child's age and development or the center's working protocol adopted under Section 264.4031.

(c) Subsection (a) applies only to an investigation of abuse or neglect in a county served by a center that has executed an interagency memorandum of understanding under Section 264.403. If a county is not served by a center that has executed an interagency memorandum of understanding, the department may, if appropriate, directly refer a case to a center in an adjacent county to initiate a response by that center's multidisciplinary team [, if appropriate].

Child Protective Investigations (CPI)

- Child Protective Investigations **will schedule** a forensic interview of children who are listed as victims in the Statewide Intake for a Priority One and Priority Two, who meets the overall acceptance criteria in accordance with the working protocols, and the report is made by a **professional reporter** as defined by TFC Section 261.101.
- Will be present and collaborative participate with the forensic interview process conducted at the CACHC and satellite offices along with any other program services.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the CACHC or satellite offices along with any other program services.
- Facilitate, as necessary, the safe transportation of children and non-offending caregivers to the CACHC.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406);
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC, law enforcement, as well as medical staff if the children who have made an outcry of abuse or neglect meet the protocol of a SANE or Medical Evaluation.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding any placement of and protection of the child, advice CACHC staff of any plans for mental, health, medical or other social services referrals for the child victim and/or family members.

- Report referrals to law enforcement and conduct joint investigations as required by law.
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update team.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

Adult Protective Services In-Home Investigations (APS)

- Adult Protective Investigations **will schedule** a forensic interview of elder and disabled individuals who are listed as victims on Statewide Intake for a Priority One and Priority Two, who meets the overall acceptance criteria in accordance with the working protocols; and the report is made by a **professional reporter** as defined by TFC Section 261.101.
- Will be present and collaboratively participate with the forensic interview process conducted at the CACHC and satellite offices along with any other program services.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the CACHC or satellite offices until all services with the child victim and non-offending caregivers are complete.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406)
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC, law enforcement, as well as medical staff of the children who have made and outcry of abuse or neglect meet the protocol of a SANE exam or medical evaluation.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding any placement of and protection of the child, advice CACHC staff of any plans for mental health, medical, or other social services referrals for the child victim and/or non-offending caregivers.
- Attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for continued family involvement with other MDT members (Texas Family Code 264.406). If unavailable, contact CACHC Coordination Staff in advance to provide pertinent information or send a representative that is prepared to update the team.
- Report referrals to law enforcement and conduct joint investigations as required by law.

- Participate in CACHC activities including professional education, community education efforts and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT Process.

Child Care Investigations (CCI)

- Child Care and Registered Child Care Investigations **will schedule** a forensic interview for victims of abuse and neglect in child-care operations, and child placing agencies facilities, who are listed as on the Statewide Intake for a Priority One and Priority Two, who meets the acceptance criteria in accordance with the working protocols, and the report is made by a **professional reporter** as defined by TFC Section 261.101.
- Will be present and collaboratively participate with the forensic interview process conducted at the CACHC and satellite offices along with any other program services.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the CACHC or satellite offices until all services with the child victim and non-offending caregivers are completed.
- Facilitate, as necessary, the safe transportation of children and non-offending caregivers to the CACHC and satellite offices.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406);
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC, law enforcement, as well as medical staff if the children who have made an outcry of abuse or neglect meet the protocol for a SANE exam.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding any protection of the child, advise CACHC staff of any plans for mental health, medical or other social services referrals for the child victim and/or non-offending caregivers.
- Report referrals to law enforcement and conduct joint investigations as required by law.
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update the team.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT Process.

E. Medical Roles

- A Sexual Assault Nurse Examiner (SANE), Physicians, Nurse Practitioners, Physician's Assistant, who has met the training standards, has pediatric experience, and child abuse expertise will conduct a comprehensive medical exam to sexual/physical and neglect abuse patients to include photo and written documentation of injuries/and or other physical findings and collect evidence.
- **Acute** SANE exams (less than 120 hours since the sexual assault occurred) will be performed at the nearest sexual assault forensic exam ready medical facility (SAFE) to ensure evidence is collected, the need for emergency contraception, and post-exposure prophylaxis for sexually transmitted infections (STI'S), pain management, and document evidence or complaint of anogenital bleeding or injury; and/or the need for a mental health evaluation.
- **Chronic** SANE exams (more than 120 hours since the sexual assault occurred) will be performed through a scheduled appointment at the CACHC or satellite offices by a CACHC SANE Nurse and/or referred to the closest SAFE ready medical facility. The medical sexual assault examination will consist of history/narrative of the alleged incident, a full body and a detailed anogenital exam, collection of photographic evidence, and/or the need for a mental health evaluation.
- They will actively and collaboratively participate with program services when appropriate.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding medical evaluation, advise CACHC staff of any plans for mental health, medical or other social services referrals for the child victim and /or non-offending caregivers.
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update the team.
- Participate in CACHC activities including professional education, community educational efforts, and team-building programs.
- Provide feedback and suggestions regarding procedures and operations of the CACHC and the MDT process.
- Cases of child victims of alleged abuse who receive medical care from a non-MDT medical provider and/or a medical provider who does not specialize in child abuse will be reviewed by the designated MDT Medical Provider to assess the need for further evaluation/and or treatment.

- A medical facility who will be providing services as part of a multidisciplinary approach for the purpose of child abuse cases will have an additional linkage agreement detailing their roles and responsibilities.

F. Mental Health Providers

- Off-site participating Mental Health Providers with a CACHC Memorandum of Understanding will share pertinent information regarding victims, which may include progress in treatment, attendance, and other information deemed appropriate for sharing with MDT involved.
- Off-site Mental Health Providers will also be advised and encouraged to attend any MDT Case Review meetings, where their client's case will be discussed.
- Provide a clinical tracking form explaining the treatment goals, progress or lack of progress in treatment, and any concerns needing to be addressed by the MDT, during the initial month, and every three months thereafter as part of the MHP-MOU requirements.

G. Children's Advocacy Center

- The CACHC will serve as an interagency coordinated response center in order to facilitate an MDT approach with Law Enforcement, Texas Department of Child Protective Services, Juvenile Justice Center, and Doctor's Hospital at Renaissance Health System, The District Attorney's Office and off-Site Mental Health Providers.
- Will help to coordinate through a multi-disciplinary approach the investigation, prosecution, and intervention efforts of child abuse cases.
- Provide a child-focused setting designed to provide a safe, comfortable and neutral place for victims and their non-offending caregivers.
- Provide trained Forensic Interviewers to conduct legally sound, non-leading, neutral interviews for the purpose of investigations;
- Provide Victim Support and Advocacy services to the children and families who are referred to our center.
- Assist families with Mental Health and Medical Referrals.
- Provide a place for MDT Members to meet with the child and non-offending caregivers.
- Provide a facility at which a Multidisciplinary Team can meet to facilitate the efficient and appropriate disposition of child abuse cases through the civil and criminal justice systems on a monthly or as needed basis.
- Will receive and review TDFPS Statewide Intakes for acceptance criteria and collaboration between MDT members.
- Track each case as it moves through the investigative and legal process until final disposition.

- Advocate and provide support for the children and families served by the CACHC.
- Assist families with crime victim applications, as needed, and maintain contact to monitor the progress of any victim services provided.
- Provide continued support to clients and non-offending caregivers.
- Provide Mental Health Therapists who meet the qualifications to conduct trauma-based counseling services.
- The CACHC will serve as a clinical consultant and will support, and monitor the treatment progress and outcomes of any child victim and their non-offending caregivers.

CONFLICT RESOLUTION

In the event of a conflict arising between team members regarding management of cases, conducting of interviews, staffing of cases, etc. the CACHC Executive Director shall contact the agency supervisors who have authority over the individuals involved in the conflict/complaint. The Executive Director will provide in writing specific information about the nature and context of the conflict/complaint. Each agency supervisor will have sole authority in determining what, if any, action will be taken toward the individual team members involved, in effort to resolve the conflict. In the event either agency involved deems a greater urgency, a called meeting of all agency supervisors may be requested, scheduled, and conducted.

CONFIDENTIALITY

The files, reports, records, communications, and working papers used or developed in providing communications, and working papers used or developed in providing services under this Chapter are confidential and not subject to public release under Chapter 552, Government Code, and may only be disclosed for purposes consistent with Chapter 264. All State and Federal confidentiality laws will be followed in connection with this agreement.

Disclosure may be to:

1. The Texas Department of Family and Protective Services (TDFPS), department employees, law enforcement agencies, prosecuting attorneys, medical professionals, and other state agencies that provide services to children and families; and,
2. The attorney for the child who is the subject of the records and a court-appointed volunteer advocate appointed for the child under Section 107.031. Information related to the investigation of a report of abuse or neglect under Chapter 261 and services provided as a result of the investigation is confidential as provided by Section 261.201.
3. TDFPS, a law enforcement agency, and a prosecuting attorney may share with center information that is confidential under Section 261.201 as needed to provide services under this

Chapter. Confidential information shared with or provided to the center remains the property of the agency that shared or provided the information to the center.

4. Courtesy services will be provided to other federal and state law enforcement agencies other than those identified in this protocol when appropriate. These agencies will be required to sign a statement of confidentiality prior to participating in any program service.

5. The video and audio interview of a child made at the center will become property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the video recorded interview is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the department is not investigating or has not investigated the matter, the video recorded interview is the property of the agency that referred the matter to the center.

FACILITY

ALLEGED PERPETRATORS

The CACHC will provide a safe, neutral, child-focused facility for children and their non-offending caregivers.

No alleged or confirmed perpetrators will be allowed in the facility and/or the CACHC premises. Only caregivers/family members who are directly involved with a case will be allowed in the facility and or the CACHC premises. Involvement is defined as a caregiver/family member who is supportive of the child victim and/or caregiver/family member. The CACHC staff may limit the amount of caregivers/family members in the facility.

No interviews of alleged or confirmed perpetrators (adult or child) will be conducted at the CACHC facility. Juvenile (ages 10 years or older) will be allowed in the facility when services are provided to them as a child victim. CACHC coordination staff will ensure that the victim is scheduled on a different day and/or time from their alleged juvenile's perpetrator's appointment. Consideration will be given to allow alleged confirmed perpetrators in the facility, if their participation in mental health services is conducive to the victim's treatment.

Every effort will be made to avoid the presence of known perpetrators on site at the CACHC whenever possible. In some situations, it may be allowable for a parent/guardian or caregiver that is an alleged or confirmed offender of neglectful supervision, but not for sexual/physical abuse to bring the child to the center for a forensic interview or SANE exam concerning sexual abuse or a medical evaluation concerning physical abuse or neglect.

Presence of Other Individuals

Every effort will be made to avoid the presence of any known defense attorneys and/or lawyers representing a caretaker/alleged perpetrator on-site at the CACHC facility/premises. CACHC will seek further advisement from the Hidalgo County District Attorney's Office.

Agencies Other than Hidalgo County Utilizing CACHC Services

Upon request from our signature agencies, the CACHC will extend program services to other agencies of Hidalgo County.

When services are scheduled by TDFPS for a Law Enforcement agency outside of Hidalgo County, TDFPS will coordinate the appointment with a local Law Enforcement agency as a courtesy when available. Should a local Law Enforcement agency not be available, TDFPS may assign a Special Investigator to be present for the scheduled appointment.

INTAKE AND CASE COORDINATION

The Children's Advocacy Center of Hidalgo County, Inc. receives case intakes in any of the following manners:

- A. Direct referral from local law enforcement partner agencies via phone, email etc.
- B. Direct referral from local TDFPS partner agency via phone, email, etc.
- C. Referral from TDFPS Statewide Intake/Hotline via email

Regardless of method of receipt, the CACHC Coordination Staff will work to assist in coordination of joint investigations for any and all cases that meet the agreed upon case criteria within these MDT Protocols. The CACHC will strive to communicate with and connect the appropriate investigative agencies with one another and assist, as requested with the scheduling of any and all of the following core CAC services/activities appropriate for the respective cases: Forensic Interview, Victim Support and Advocacy, Medical Evaluations, Mental Health Evaluations and/or MDT Case Review.

For Intakes received via the TDFPS Statewide Intake/Hotline System

The CACHC MDT Coordination Staff will read, review and log all SWI reports received to determine if the Intake meets the agreed upon criteria for a multidisciplinary response and/or CACHC services, the MDT Coordination Staff will check to determine whether or not the case has already been referred by local law enforcement and/or TDFPS. For cases that have not yet been referred to the CACHC for a multidisciplinary team response and/or CACHC services, the MDT Coordination Staff will contact the appropriate investigatory agencies to:

- Alert them about the intake.

- Communicate how the case appears to meet agreed upon case criteria for an MDT response and/or CACHC services.
- Inquire as to what actions the investigating agencies wish to take at that time.

This outreach to the investigating agencies will be conducted through email, phone and/or text within 72 hours.

Coordination Staff will assist with communication and coordination among investigating agencies regarding the Intake and also offer to assist with scheduling services, as directed by the agencies. The MDT Coordination Staff will log details of the Intake through Collaborate (Pre-Intake function) as well as any actions determined to be taken at that time.

In the event an Intake meets the agreed upon case criteria for an MDT response and/or CACHC services, but the investigating agencies, for whatever reason, advise that no further action is needed/will be taken, the Investigator will provide the reason for dismissal of the Intake and that information will also be logged into the case record for future reference, as needed.

The CACHC's role in reviewing the reports is to review and identify Statewide Intake reports within the overall case acceptance criteria as defined by the Children's Advocacy Center's Working Protocol, and facilitate the CACHC's multidisciplinary team services related to case investigation, assessment, and intervention. In addition, we understand that the CACHC's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the Children's Advocacy Center or any multidisciplinary team partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

The CACHC will store, retain, and destroy all Intake Reports in accordance with the CACHC Records Retention Policy.

COLLABORATIVE ACTIVITIES AND PROGRAM SERVICES

SPECIFIC CASE CRITERIA FOR SERVICES FOR FORENSIC INTERVIEWS, MEDICAL EXAMS, MENTAL HEALTH, AND VICTIM SUPPORT AND ADVOCACY.

The Children's Advocacy Center of Hidalgo County, Inc. (CACHC) is committed to providing collaboratively activities and program services with the following overall criteria outlined within these MDT Protocols.

The following cases that meet the overall criteria will be referred for an MDT response:

Priority One Criteria

1. Sexual Abuse allegations to include, but not limited to (as defined in the Texas Penal Code):

- a. Aggravated Sexual Assault (Sec.22.021)
- b. Sexual Assault (Sec. 22.011)
- C. Continuous Sexual Abuse of a child (Sec.21.02)
- d. Indecency with a Child (Sec.21.11)
- e. Prohibited Sexual Conduct (Sec. 25.02)
- f. Indecent Exposure (Sec.43.25)
2. Possession of promotion of Child Pornography (Sec.43.26)
3. Sexual Performance by a child (Sec.43.25)
4. Trafficking of Persons (Sec.20A.02)
5. Human Smuggling (Sec.20.05)
6. Solicitation of a child (Sec.22.06)
7. Injury to a Child (Sec.22.04)

Priority Two Criteria

1. Allegations of Physical Abuse
2. Child Fatality
3. Child Witness to a Crime
4. Allegations of Neglect
5. Child at Risk of Abuse

Collateral/Witness Interviews by Partner Agencies

Partner Agencies are encouraged to conduct all interviews of non-offending caregivers/siblings at the CACHC whenever space and schedule permits.

After Hours Overall MDT Respond

The CACHC will be available during business hours from 8:30 AM to 5:30 PM and after business hours to respond to TDFPS cases related to a report of abuse that is made by a professional reporter and that alleges sexual abuse of a child; or is a type of case handled by the center in accordance with the case criteria outlined in these working protocols; or a child fatality in which there are surviving children in the deceased child's household or under the supervision of the caregiver involved in the child fatality.

FORENSIC INTERVIEWS

TARGET POPULATION

The CACHC target population for forensic interviews consists of child victims of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office).

A forensic interview is a developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence using a semi-structured narrative process and are coordinated to avoid multiple interviews. Interviews are conducted by a competently-trained, neutral professional utilizing research and practice informed techniques as part of a larger investigative process.

All interviews shall be conducted by a trained CACHC Forensic Interviewer with specialized training in conducting forensic interviews at the CACHC, satellite offices, or approved mobile site via scheduled appointments in a CACHC interview room. All forensic interviews will be conducted utilizing the CAC of Texas Semi-Structured Narrative Interview Process or a Nationally Recognized process. A CACHC interview room is defined at any location that has been established by the CACHC.

A. Appointment/CACHC Intake Process

MDT members requesting a Forensic Interview are required to schedule an appointment with CACHC Coordination Staff. Coordination Staff will gather pertinent information from the referring agency necessary to complete the intake process.

Appointment will be scheduled at the CACHC location closest to the victim's residence when possible.

Information Required at Intake:

1. Allegations.
2. Identifying information for victim, non-offending parent and alleged perpetrator.
3. Known victim's disability.
4. Individual transporting the victim and their date of birth.
5. Victim's address/city.
6. Information regarding additional investigative agency involved (TDFPS or Law Enforcement) case number and investigator assigned.
7. Contact phone number for investigator(s) involved.

B. Joint Investigation Coordination and MDT Notification

It is a policy that victims be exposed to a minimum number of interviews and interviewers pursuant to Section 264.403 of Texas Family Code. Interviews conducted with victims of sexual abuse and serious physical abuse will be conducted jointly by an Investigator from the appropriate TDFPS, and Law Enforcement Agency, pursuant to Section 261.301 of the Texas Family Code. CACHC Coordination Staff will follow-up and notify team members prior to the

forensic interview of a child victim to ensure all investigative agencies involved are present. The investigative team (TDFPS or Law Enforcement) scheduling the appointment is responsible for all communication with and/or non-offending caregivers/guardian and /or an agency responsible for the transportation of the victim to the appointment.

C. Individual Conducting the Interview

Forensic interviews will be conducted by a CACHC trained Forensic Interviewer who has completed the required trainings. Only the alleged victim, a forensic interviewer, as well as an interpreter when needed, will be allowed in the interview room.

Forensic interviews will be conducted based on the outlined overall acceptance criteria for Program Services and a trained Forensic Interviewer will be selected for each specific case that fits appropriately to the child victim's needs.

Forensic Interviewers will have successfully completed documentation of timely progress towards or satisfactory completion of the Children's Advocacy Centers of Texas, Inc., Forensic Interviewer Core Curriculum; and/or a curriculum that is a national; and/or state recognized forensic interview trainings and adheres to current research and best practices.

Forensic Interviewers who conduct forensic interviews will participate in a structured peer review process for forensic interviewers a minimum of two (2) times per year. In addition, all Forensic Interviewers will participate in ongoing education in the field of child maltreatment consisting of 8 contact hours annually.

D. Interpreter

In the event the victim and/or a non-offending caregiver require the use of an interpreter, the referring agency will coordinate services. The CACHC will assist with the coordinating of those services when needed. The interpreter will provide a copy of their credentials, a valid identification, and participate during the forensic interview when needed.

Additionally; the interpreter will be required to read and sign the "Guidelines for Interpreters During an Interview" form as well as a confidentiality agreement.

E. Availability/Presence of MDT Members on Joint Interviews

MDT members with investigative responsibilities **must observe** the forensic interview(s) to ensure necessary preparation, information sharing, and MDT/interviewer coordination throughout the interview and post-interview process.

Law Enforcement and/or a TDFPS investigator **must be present** for the observation of the forensic interview; however, in the event one is unable to be present, the case investigator or

their immediate supervisor must give approval for the forensic interview to be conducted in his or her absence.

No interview will be conducted at the CACHC when **not observed** by at least one Law Enforcement or TDFPS *Investigator*. CACHC staff will allow 15 minutes after scheduled interview time for all agencies involved to arrive before making alternative arrangements. Should an investigative agency not arrive within the 15 minutes and/or CACHC is unable to make contact, the CACHC may proceed with the scheduled interview if they were previously notified of the appointment.

F. Who Observes the Interview

All CACHC interviews shall be observed by at least one authorized investigative team member (TDFPS, Law Enforcement (local, state or federal) and a designated/assigned prosecutor from the District Attorney's Office) to ensure the privacy for the victim and minimize the number of witnesses involved directly with the investigation and prosecution.

Those **who may** observe the forensic interview may include:

- Other CACHC staff such as the Sexual Assault Nurse and CACHC Mental Health Counselor may observe the forensic interview when appropriate.
- Off-site agency (e.g., Medical, Mental Health, etc.) may observe a forensic interview by court order or with the approval of the District Attorney or the designated prosecutor whenever feasible.

Those **who may not** observe the forensic interview:

- Caretakers, lawyers representing caretaker(s), therapists, social workers, advocates, and/or significant others **shall not** be allowed to be present in the interview room or observation room during a forensic interview.
- An Ad Litem Attorney may not observe the interview.
- A partner agency intern and/or volunteer shall not be allowed to be present in the observation room during the forensic interview unless otherwise approved by the Director or the Program Director of the CACHC.

G. Pre-Interview Procedures

TDFPS and/or Law Enforcement Investigators should introduce themselves to the non-offending caregivers of the child victim and explain their roles in the investigation process prior to the beginning of the interview.

The Forensic Interviewer, when feasible, will introduce themselves and explain the interview process to the non-offending caregivers. In the event the interviewer is unable to do so, the Victim Advocate may explain the process.

The Victim Advocate may introduce the victim to the interview room prior to the forensic interview. When possible the Forensic Interviewer and Victim Advocate should assess the child's developmental level and inquire about any known disabilities the child may have with the non-offending caregivers.

The Forensic Interviewer will meet with the case team prior to beginning an interview to discuss any pertinent information regarding the case or alleged victim. Should an audio/video recording and/or written statement have been conducted by TDFPS or a Law Enforcement Agency with the victim(s), the audio/video recording and/or written statement will be provided to the jurisdiction involved in the joint investigation (pursuant to Section 261.301 of the Texas Family Code) case prior to a forensic interview. If the interview is agreed upon by the case team, the case team should agree upon the parameters of this interview.

In the event a child is present for multiple CACHC services, the case team will discuss and determine which service should be completed first (i.e. medical, interview, etc.).

H. During the Forensic Interview

The case team will observe and take notes as the forensic interview is being conducted. If the case team has any questions during the interview process, they may communicate with the Forensic Interviewer via a listening device. The case team may utilize a mic to communicate with the interviewer if they have questions or need clarification. The interviewer will receive their questions through an ear-piece, which they may wear during the forensic interview. In the event the Forensic Interviewer needs to communicate with the case team and choose not to use the listening device, the interviewer may step out of the interview room (taking into consideration the victim's age/and or demeanor) to discuss their questions or concerns with the case team.

The Forensic Interviewer may use aids during the interview process which may include male and /or female anatomical drawings and dolls, assessment tools, as well as any other aids deemed necessary by the case team. In some cases, it is necessary for the Forensic Interviewer to introduce evidence when deemed necessary by law enforcement and/or TDFPS.

The case team may request for the Forensic Interviewer when deemed necessary to introduce evidence during the interview. All information to include photographs, and or documentation

must come from Law Enforcement and/or TDFPS. The CACHC will not print, copy, or create documentation. All work product will become part of the forensic interview, and will be stored accordingly to policies and procedures and a copy will be provided to law enforcement.

I. Post Interview Procedure

After the interview, the interviewer, victim advocate, law enforcement, and/or TDFPS (case team) (when applicable) will meet to discuss the outcome of the interview, clarify any questions or concerns regarding the case, identify type of case review (expedited or full review) and identify any additional services.

Law enforcement will provide, if any, an offense category for CACHC record keeping. A Victim Advocate may share information gathered through their assessment of the non-offending caregivers with the case team. Following that meeting, law enforcement/and or TDFPS should meet with the non-offending caregivers to explain the outcome of the interview and answer any questions they may have.

When relevant, the case team will discuss and determine the need for a SANE exam or a medical evaluation. If a SANE exam or medical evaluation was completed, CACHC will document when and where it was done, if one has not been done, and one is needed, CACHC staff may facilitate scheduling the SANE exam or medical evaluation with the CACHC or an approved Safe Ready Medical Facility (SAFE).

J. Subsequent Forensic Interview

A subsequent interview is an interview to supplement the initial, completed forensic interview.

While it is the CACHC's goal to minimize the number of interviews per child, if an MDT member believes that a subsequent interview is necessary, the procedure shall be as follows:

1. Case Team should confer and discuss the need for a subsequent interview and reach a consensus.
2. If an audio/video recording and/or written statement interview has been conducted by TDFPS or a Law Enforcement Agency with the victim(s), the audio/video recording and/or written statement will be provided to the jurisdiction involved in the joint investigation (pursuant to Section 261.301 of the Texas Family Code) case prior to a subsequent interview.
3. If the follow-up repeat interview is agreed upon by the case team, the case team should agree upon the parameters of this interview.

4. CACHC will seek the assistance of the District Attorney's Office when a consensus is not met with the case team.
5. A subsequent interview will be conducted by the same Forensic Interviewer when possible.

K. Multi-Session Forensic Interview (MSFI)

A multi-session forensic interview is one forensic interview completed over multiple sessions for children and cases with special considerations. Special considerations include:

1. Children with disabilities
2. Children from diverse cultural backgrounds
3. Preschool children
4. Children who have experienced extreme trauma
5. Children who are victims of human trafficking

The case team should make the decision to have a MSFI conducted in place of a traditional interview. A MSFI should only be conducted with a unanimous case team support for the initial Forensic Interviewer.

Prior to scheduling a MSFI for a courtesy law enforcement jurisdiction, the partner agency scheduling the appointment, or CACHC staff should consult with the designated investigative agency for MSFI approval.

All MSFI successive sessions will be coordinated through the Forensic Interviewer and will be scheduled promptly.

Multi- Session Forensic Interview Work Product

An original DVD will be created after each successive session of a MSFI. The DVD (s) will be stored by the forensic interviewer at the CACHC under double lock until the MSFI sessions have concluded.

The forensic interviewer will make a full color copy of the original work product completed during the MSFI for each successive session. All work product will be stored by the forensic interviewer under double lock at the CACHC until the MSFI sessions have concluded.

L. Video Recordings

Interviews conducted at the Children's Advocacy Center of Hidalgo County, Inc. With victims will be video recorded pursuant to Texas Family Code Section 261.302.

Forensic Interviewers will burn all forensic interviews onto a DVD and one original DVD will be provided to each investigative agency. An original video recording and copies of all work products used during the interview (i.e. anatomical drawings) may be created for the District Attorney's Office on a case by case basis or as requested by the designated/assigned prosecutor.

Each DVD will be labeled with the following:

- Date of the interview
- CACHC case number
- Victim's name
- Law enforcement and/or TDFPS
- Case number and assigned investigator
- Name of the forensic interviewer

TDFPS and Law Enforcement Investigators will sign and date CACHC records that reflect that an original DVD recording was provided.

CACHC will not store any audio/video recording/DVD interviews at the center. If a case team member is not present for the recording of the forensic interview, the DVD/Video recordings(s) will be turned over to law enforcement and/or TDFPS and/or Prosecutor present at that time of the recording.

A video recording of an interview of a child that is made is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the video recording is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the matter involving the child is not prosecuted, the video recording is the property of the department if the matter is an investigation by the department of abuse and neglect. If the department is not investigating or has not investigated the matter, the video recording is the property of the agency that referred the matter to the center (TFC Sec.264.408).

M. After Hour Forensic Interviews

On a case -by-case basis MDT members will assess whether it is in the best interest of the child to conduct a forensic interview after hours (e.g. night and/or weekends). CACHC on call staff will consider the following when scheduling after hour interviews.

1. Allegations

2. Time of requested interview
3. Child's health and emotional state at the time of request
4. Availability of staff
5. Case details

MDT members will contact the CACHC through the 24-hour, seven day a week answering service at telephone number 956-287-9754 for emergency Forensic Interviews. When the interview cannot be conducted after hours, priority will be given to the case and it will be scheduled at the earliest date and time feasible and agreeable to all agencies involved.

On call CACHC staff will be available in the event of an emergency 24 hours a day 7 days a week. On call staff includes, but is not limited to; a Forensic Interviewer, a Victim Advocate, a Clinical Advocate, a SANE nurse, a Counselor and or Therapist.

N. Off-Site Interviews

Off -site forensic interviews will be available on a case-by-case basis using the CACHC portable equipment. Off-site forensic interviews will be conducted in an appropriate environment conducive to audio and video recording. CACHC Coordination Staff and MDT members will ensure the location of where the interview will be conducted will be to the best of their ability and appropriate for the child to be interviewed. CACHC staff may include, but it's not limited to: A Forensic Interviewer, a Victim Advocate, and a Clinical Advocate.

O. Equipment

A portable laptop, camera, and microphone will be taken to an off-site approved location. The off-site location will be approved by the Director and Program Director of the CACHC. The equipment will be operated by a trained Forensic Interviewer.

The following guidelines will be used when choosing a site:

- Interview Room
- Observation room
- Waiting room
- Intake room

The following guidelines will be strictly enforced when conducting interviews using the mobile equipment:

- Maintaining Confidentiality

- Signs on doors when necessary
- Location of site
- Monitoring of parents
- Confidentiality agreements signed with interview site

P. Tracking of Portable Forensic Interviews

CACHC Coordination Staff will document the location of the forensic interview on an intake form. When an interview is recorded the original recorded interview will be provided to Law Enforcement and a copy will be given to the TDFPS Investigator. A separate copy of the interview will be saved on the CACHC's hard drive for the District Attorney's Office if applicable.

No copies of the mobile interview will be stored in the mobile lap top.

VICTIM SUPPORT AND ADVOCACY

The CACHC target population for victim support and advocacy consists of child victims of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office). Victim Advocacy services will also be provided to non-offending family members who meet the overall case criteria for an MDT response. In addition, Victim Support and Advocacy Services will be provided on a case by case basis to children and/or family members from the community when approved by the Executive Director.

The focus of victim support and advocacy is to help reduce trauma for the victim child and non-offending caregivers and to improve outcomes. Coordinated victim advocacy services encourage access to and participation in investigation, prosecution, treatment, and support services through the life of the case and thus are a necessary component in the MDT's response.

Victim Advocate

A Victim Advocate or trained MDT member who has the specialized training in victim advocacy will provide victim support to child victims and their non-offending caregivers.

A Victim Advocate or trained MDT member will demonstrate that they have successfully completed a minimum of 24 hours of instruction within 6 months of hire. The training must consist of specific criteria as outlined by the CAC of Texas and/or appropriate training requirements specific to the services they provide, if an individual provides victim support and advocacy services as part of the CACHC/MDT response.

A Victim Advocate or trained MDT member will demonstrate participation in on going education in the field of Victim Advocacy and Child Maltreatment consisting of eight (8) contact hours annually.

A. Greeting and Orientation

The Victim Advocate will greet and provide an orientation to children/and their non-offending caregivers and will be available during the forensic interview to provide support to non-offending caregivers, and participate in pre and post interview case staffing when applicable.

B. Assessment

A Victim Advocate will conduct an assessment with the parent/legal guardian present to determine the need for services relating to the investigation of abuse for their child and or parent/legal guardian. They will also assess the child(s) and non-offending family caregiver's/family's mental state and feelings about participation in the investigation/prosecution.

C. Crisis Intervention

A Victim Advocate may provide crisis intervention and support at all stages of the investigation and prosecution process of the victim and their non-offending caregivers.

D. Information and Referral

The Victim Advocate will provide relevant educational literature/information, which may include:

- Information about the Children's Advocacy Center
- Educational literature/information related to child abuse and services provided
- Off-site available resources
- Referrals for counseling services on-site or off-site
- Victim's Rights
- Assistance with procuring services (housing, protective orders, domestic violence intervention, food, transportation, public assistance)
- Provide information about the investigation process
- Texas Crime Victim's Compensation as well as assistance with the completion and submission of the application.
- Victim Information and Notification Everyday (VINE) as well as assistance with the registration process

E. MDT Case Review Meetings

The Victim Advocate will attend and/or coordinate MDT case review meetings. They will provide updates to non-offending caregivers on case status, continuances, dispositions, sentencing, and offender release from custody when appropriate. The Victim Advocate will also provide MDT updates regarding the victim and/or the caregiver/family status during case review meetings.

F. Family Follow Up

The Victim Advocate and/or other CACHC staff will conduct a follow-up telephone call with the victim or the victim's protective family member/caregiver after their visit to the CACHC.

G. Accompaniment

The Victim Advocate may be available to the victim and/or non-offending caregivers for accompaniment to court, medical and/or other types of accompaniment related to the investigation or prosecution of their case.

MENTAL HEALTH SERVICES

The CACHC target population for mental health services consists of child victims of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office). Mental health services will also be provided to non-offending caregivers who meet the overall case criteria for an MDT response. In addition, mental health services will be provided on a case by case basis to children and/or family members from the community when approved by the Executive Director.

Mental health services to include: debriefings, screenings, crisis intervention, and specialized trauma-focused and evidence based treatment are eligible to child victims of abuse and their non-offending caregivers. Priority will be given to victims that have received other CACHC services; however, outside referrals will be allowed on a case by case basis. Additionally, all mental health services to child victims and their non-offending caregivers will be free of charge for clients referred to the CACHC as part of an MDT response.

Mental health services are separate from the forensic process of gathering evidentiary information. Child victims and their non-offending caregivers are eligible to receive mental health treatment to assess and mitigate the long-term impacts of trauma or other diagnosable mental health conditions.

A. Post Debrief:

CACHC personnel will conduct debriefings with victims and non-offending caregivers after a forensic interview and medical exam. This will allow the victim to express their experience and

feelings about the forensic interview and/or medical exam. During the process CACHC personnel will identify the needs for mental health services, evaluate the need for immediate crisis intervention, and formulate recommendations for additional services.

B. Crisis Interventions:

A trained CACHC personnel will evaluate the victim and/or non-offending caregivers for risk of self-harm or suicide when appropriate. CACHC trained personnel will discuss findings, concerns and/or action plans with the non-offending caregivers and/or investigators present. If applicable and a safety plan is needed, CACHC trained personnel will follow-up as needed with the victim and guardian/parent to ensure the child's mental health concerns are addressed and take the necessary steps if additional intervention is needed.

C. On-site Counseling:

1. Referrals:

A request for mental health services must be made by completing a Counseling Referral Form. Internal referrals will be made by the Victim Advocate. Partner agencies wishing to make outside referrals can contact a member of the CACHC Mental Health Department to make a referral. Information required to indicate a referral:

- a. Victim name, date of birth, home address.
- b. Legal guardian name and phone number.
- c. Identified symptoms/behavior changes
- d. Contact information for TDFPS and Law Enforcement investigators (if applicable)
- e. Date of CACHC Interview (if applicable)
- f. Alleged Offense (if applicable)
- g. Name/Relation of Alleged Perpetrator (if applicable)

2. Intake Appointment:

The following documentation is required (if applicable) prior to the intake appointment:

- a. Insurance Card
- b. Divorce Decree /Parenting Decree
- c. Child Support Order
- d. Crime's Victim's Compensation Approval Letter

3. Screenings:

CACHC trained Mental Health Personnel will conduct a screening after receiving a completed referral form. The screening will consist of indicators to ensure that a child victim and non-offending member meets the criteria for counseling.

4. Counseling:

CACHC trained Mental Health Personnel will provide individual, group, and family counseling to victims of abuse and non-offending caregivers. Evidenced-based and other practices will be used to reduce the emotional trauma and the risk of future abuse to help victims overcome their psychological difficulties and achieve optimal growth and development.

On a case by case basis counseling services may be provided to victims and non-offending caregivers off-site at their home or school of residence. Victims and non-offending caregivers needing specialized treatment and/or extended therapeutic treatment will be referred to other professionals in the community, if their need cannot be met at the center.

D. Referrals to Off-Site Mental Health Providers:

A separate Mental Health Provider Memorandum of Understanding (MHP-MOU) is established between the CACHC and local Mental Health Providers to provide individual, group, and /or family counseling to victims of abuse including children and their protective caregivers/family members.

CACHC personnel will coordinate the initial appointment for the off-site service to assist family members, before leaving the center. A referral list of Mental Health Providers will be provided to the non-offending caregivers, should they decline services at the CACHC and/or do not leave with an initial appointment made with the off-site service.

Local Mental Health Providers are requested to submit a clinical tracking form explaining the treatment goals, progress or lack of progress in treatment, and any concerns needing to be addressed by the Multi-Disciplinary Team, during the initial month, and every three months thereafter as part of the MHP-MOU requirements.

E. MDT Case Review Meetings

CACHC Mental Health Personnel will be involved with case management and case review (i.e. referral, follow-up, communication with Mental Health Providers, and continued communication with Multi-Disciplinary Team Members) to ensure clients' needs have been met.

F. Mental Health Records

CACHC will keep clinical/mental health records in accordance with state and federal laws and board policy regarding Retention of Records. Client's Mental Health records are kept confidential.

CACHC will not release client information without the proper authorization by the client/client's guardian. Mental Health records may be legally available to other medical providers for the purpose of needed treatment of the patient and to those agencies mandated to respond to a report of alleged child abuse. In some circumstances a written consent or court order will be required. A log of all disclosures will be maintained with the medical record, in accordance with federal privacy rules.

A records request for mental health records from an attorney or other entity must be accompanied by a Subpoena. The CACHC reserves the right to request a court order made by a Judge before releasing any records and fulfilling a Subpoena.

MEDICAL EVALUATION SERVICES

The CACHC will recommend and facilitate SANES and medical evaluations for physical and neglect cases as part of the multidisciplinary response medical treatment to child victims of alleged abuse. CACHC provides a 24-hour, seven day a week answering services telephone number (956-287-9754) for partner agencies (MDT members) to call for emergency medical evaluations. The investigative agency will set up an appointment, preferably after the child forensic interview. The MDT members discuss and agree to the need for medical exams to be scheduled on the same day as the interview (when feasible). MDT (Law Enforcement and TDFPS Investigators) members will inform the parents that a medical examination is needed. The victim will be seen at the CACHC, satellite offices, or at a SAFE ready medical facility. Calls received by the CACHC that are classified as an acute case will be recommended to be scheduled with a SAFE ready medical facility.

MDT members should schedule a SANE exam/medical evaluation when a child has disclosed sexual, physical or neglect abuse, or is suspected of being sexually abused by a family member, and meets the overall acceptance criteria for an MDT response; however, children should never be forced to undergo the examination.

MDT members requesting a sexual assault or medical examination are required to schedule an appointment with CACHC Coordination Staff. The CACHC Coordination Staff will gather pertinent information from the referring agency necessary to complete the intake process.

Information Required at Intake:

- a. History of the incident;
- b. Identifying information for victim, protective family member, and alleged perpetrator;
- c. Type of exam requesting;
- d. Individual transporting children;

- e. Victim's address/city;
- f. Additional investigative agency involved (TDFPS or Law Enforcement), case number, and investigator assigned;
- g. Contact phone number for investigator (s) involved;
- h. Case priority;
- i. History of mental health for the victim.

A. On-site Sexual Assault Exam

A CACHC SANE Nurse who is trained and meets the eligibility requirements will conduct all non-acute SANE examinations on a scheduled basis and will seek guidance from the Medical Director who is part of the multidisciplinary response team and who also meets the eligibility standards. In the event the CACHC SANE Nurse is not available, the investigative agency with legal jurisdiction will be responsible to coordinate with a SAFE medical ready facility who employs a provider who is trained and meets the eligibility standards.

MDT members requesting a sexual assault examination are required to schedule an appointment with CACHC Coordination Staff. The CACHC Coordination Staff will gather pertinent information from the referring agency necessary to complete the intake process.

B. Non-Acute Examinations

A sexual assault incident occurring more than 120 hours from the incident will be scheduled through the CACHC and conducted by a SANE Nurse at the CACHC or satellite offices. In the event of urgency and the CACHC's schedule does not permit for the examination, the investigative agency with legal jurisdiction in the case will schedule the exam with a SANE Nurse at a SAFE ready medical facility.

C. Acute Examinations

A sexual assault incident occurring less than 120 hours prior to the report **WILL NOT be seen at the CACHC.**

1. CASES PRESENTING INITIALLY TO LAW ENFORCEMENT OR CHILD PROTECTIVE SERVICES: The agency receiving the initial report will refer the child to a SAFE ready medical facility for immediate assessment and treatment. When necessary, law enforcement will transfer the child to the hospital for treatment.

2. CASES PRESENTING INITIALLY TO HOSPITAL EMERGENCY ROOM: ER personnel should attempt to contact SANE staff, and if available, request their participation with the examination.

D. Off- Site Sexual Assault Exams

When a CACHC Sexual Assault Nurse is not available, assistance by CACHC will be provided for an off-site SAFE ready medical facility.

In the event a child victim of alleged abuse is treated by a non- MDT medical provider and/ or a medical provider who does not specialize in child abuse a designated MDT medical provider will review and assess the need for additional evaluation and/or follow up care if deemed necessary.

E. Medical evaluations for child victims of alleged physical/neglect abuse

The CACHC Nurse will conduct a medical evaluation for signs of maltreatment (physical/neglect abuse), medical conditions, and mental health concerns and will take the following steps;

- If the victim child has sustained physical injuries or there are signs of neglect and/or physical abuse, the CACHC SANE Nurse will refer the victim child to a SAFE ready medical facility for immediate assessment and treatment by ER personnel. When necessary, law enforcement will transfer the child to the hospital for further evaluation and medical treatment.
- If the victim child is thought to have a medical condition, the CACHC SANE Nurse will refer the victim child to their Primary Care Physician and/or the nearest SAFE ready medical facility for further evaluation and medical treatment.
- When necessary the CACHC staff will notify the appropriate agencies if there is knowledge or suspected signs of abuse and neglect.
- CACHC staff will refer child victims for therapy to address trauma related to the abuse/assault within our members of our CACHC/MDT staff. In the event the CACHC has a waiting list, a referral for a Mental Health Provider will be initiated by our CACHC staff and all pertinent information will be provided to non-offending caregiver.
- The CACHC SANE Nurse and/or CACHC staff will conduct a 72-hour follow-up phone call with a non-offending caregiver to ensure the victim child received the necessary treatment and there are no concerns.

F. Documentation of Medical Findings

All medical findings to include; medical history and physical evaluation will be carefully, thoroughly recorded, and legibly documented by the CACHC SANE Nurse and CACHC staff. The medical record will include a statement as to the significance of the findings and treatment plan. The CACHC SANE Nurse is responsible for all photo documentation and will be completed in all cases when the SANE or a medical evaluation is conducted at the CACHC.

In the event a SANE or medical evaluation is conducted outside of the CACHC, it is the responsibility of the investigative team who has jurisdiction over the case to ensure all documentation is obtained and shared with all investigatory agencies, who are mandated to

respond to a report of alleged child abuse and be made available to other medical providers for the purpose of needed treatment of the patient.

G. Record Keeping, Confidentiality of SANE Exams, Medical Evaluations, and Subpoenas

Medical records will be maintained in compliance with federal rules governing protection of patient privacy. Medical records may be legally available to other medical providers for the purpose of needed treatment of the patient and to those agencies mandated to respond to a report of alleged child abuse. In some circumstances a written consent or court order will be required. A log of all disclosures will be maintained with the medical record, in accordance with federal privacy rules.

All medical records will be stored under double lock and key and only authorized CACHC staff will have access to the records. Medical records will be labeled with the child's first, middle (if applicable), and last names. Photos/ videos will be stored in a separate protective sleeve to ensure no damage occurs.

H. MDT Case Review Meetings

CACHC Medical Health personnel will be involved with case management and case review (i.e. referral, follow-up, communication with Mental Health Providers, and continued communication with Multi-Disciplinary Team Members) to ensure clients' needs have been met.

MDT CASE REVIEW MEETINGS

MDT case review meetings are required by the Texas Family Code Section 264.408 and CAC of Texas Standards. The purpose of case review meetings is to ensure that each case is worked from its onset through a cooperative and effective effort by the signatory agencies and CACHC staff.

A. Location of Meetings

MDT case review meetings will be conducted at the CACHC or other announced locations; such as CACHC satellite offices, or District Attorney's Office. Case review discussions *may occasionally* be facilitated with the aid of technology (conference calls, Skype, or video conferencing).

B. Coordination and Facilitation

Case review meetings will be coordinated and facilitated by CACHC Coordination Staff Members.

C. Attendees

The following MDT members will attend and participate during the staffing of their case or have someone sit in with knowledge of the case:

- Law Enforcement

- Child Protection
- Prosecution
- Medical
- Mental Health
- Victim Support and Advocacy
- Forensic interviewing
- Children's Advocacy Center

D. Case Criteria Selection Categories

Cases will be selected for review based on offense/outcry after a forensic interview, SANE exam and/or a medical evaluation. The CACHC MDT will review every open case to identify and initiate the need of an MDT review.

E. Special Case Review Meetings referred by MDT

An MDT member wishing to refer a case for case review will contact the CACHC and provide the details of the case. CACHC Coordinating staff will gather all pertinent information and schedule a Case Review. The time-line of when the Case Review will happen will be based on the MDT's recommendation.

F. Frequency of Meetings

Case review meetings will typically be scheduled biweekly, however, no less than once a month.

G. Agendas

The CACHC will prepare an agenda with identified cases to be reviewed and distribute to identified MDT members involved with those cases. The agenda will be distributed only to those identified MDT members through a secured business e-mail.

H. Case Review Recommendations

Designated CACHC staff will follow-up on MDT recommendations identified during MDT case review meetings.

I. Case Tracking

The CACHC monitors and tracks each case progress throughout the multidisciplinary interagency response. A database has been put in place in order to connect pertinent information for decision making and service provision to children and families at the CACHC. Information is maintained in a case log and can be retrieved by the CACHC Coordination Staff for the purposes of reporting statistical information to be shared with oversight agencies, CACTX, and/or state funding.

MDT partners wishing to access the database will contact the CACHC and request in writing details of the information needed and a timeline of when the information is needed.

COURT ACCOMPANIMENT AND COURT PREPARATION

A CACHC Victim Advocate who is familiar with the victim and their family may be available to accompany victims to court and provide them support during trials and/or hearings. The prosecuting attorney assigned should notify the CACHC Victim Advocate when the case is scheduled for a trial/and or hearing that the child victim will be required to attend.

The CACHC will promote the highest levels of performance and integrity. They will provide services to a diverse population regardless of gender, ethnicity, race, color, creed, religion, sexual orientation, marital status or any other cultural descriptions.

CULTURAL COMPETENCY AND DIVERSITY

Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.

VOLUNTEER AND INTERNSHIP PROGRAM

A CACHC volunteer/intern must be 18 years of age or older in order to provide direct services. Volunteers under the age of 18 may assist with duties that do not include direct services to victims or the non-offending caregivers.

The CACHC Executive Director may approve the volunteer/intern candidate upon completion of the following:

1. Completed CACHC volunteer/internship application
2. Successfully pass a Child Abuse/Neglect registry and DPS Criminal History Check
3. Reference check
4. Personal interview
5. Current Resume/Curriculum Vitae
6. Signed Pledge of Confidentiality
7. Sex Offender Registry Check

Once accepted as a CACHC Volunteer/Intern, they will participate in a CACHC orientation and training.

REVIEW, REVISION, RE-EXECUTION OF MDT INTERAGENCY WORKING PROTOCOL

In order to maintain compliance with the Texas Standards for the Children's Advocacy Centers, the CACHC Interagency working protocol must be reviewed, revised, and re-executed by partner

agencies, at a minimum every three years or upon significant changes to the document or upon a change of authorized partner agency signatories. This agreement can be terminated by any party without cause by given written notice to the other parties.

All partner agencies, MDT members and CACHC staff with be notified of the review and revision process.

We the undersigned have read and understood the interagency protocols for case processing and management for the Children's Advocacy Center of Hidalgo County, Inc. as partner agencies to fully execute the Interagency Working Protocol.

EXECUTED THIS 1 DAY OF September, 2019 and will be in force for three (3) years.

Signatures:

Hidalgo County District Attorney's Office
<i>Ricardo Rodriguez, Jr., District Attorney</i>

Doctor's Hospital at Renaissance Health System
<i>Dr. Javier Cortinas, Medical Director</i>

Texas Department of Family and Protective Services – Child Protective Investigations
<i>Marina Yzaguirre, Child Protective Investigations Regional Director</i>

Alton Police Department
<i>Jonathan Flores, Police Chief</i>

Texas Department of Family and Protective Services – Child Protective Services
<i>Tara O'Connell, Child Protective Services Regional Director</i>

Edcouch Police Department
<i>Javier Garza, Police Chief</i>

Children's Advocacy Center of Hidalgo County Inc.
<i>Jesus A. Sanchez, Executive Director</i>

Elsa Police Department
<i>Robert McGinnis, Police Chief</i>

Hidalgo Police Department
<i>Jesus Ortega, Police Chief</i>

Judge Mario E. Ramirez, Jr. Juvenile Justice Center

Maryann Denner, Chief Juvenile Justice Probation Office

Texas Department of Family and Protective Services – Child Care Investigations

Ashland Spencer-Batiste, Child care Investigations Director

Texas Department of Family and Protective Services – Adult Protective Services

Ann Cortez, In Home Investigations Regional Director

Alamo Police Department

Rogelio Alaniz, Interim Police Chief

Donna Police Department

Gilbert Guerrero, Police Chief

Edinburg Police Department

Cesar Torrez, Police Chief

Hidalgo County Sheriff's Office

J.E. "Eddie" Guerra, Sheriff

La Villa Police Department

Adolfo Flores, Police Chief

La Joya Police Department

Adolfo Arriaga, Police Chief

McAllen Police Department

Victor Rodriguez, Police Chief

Pharr Police Department

Jose Lengua, Police Chief

San Juan Police Department

Juan Gonzalez, Police Chief

Donna ISD Police Department

Daniel Walden, Police Chief

Mercedes Police Department

Dagoberto Chavez, Police Chief

Palmhurst Police Department
<i>Michael A. Vela, Police Chief</i>

Penitas Police Department
<i>Roel Bermea, Police chief</i>

Progreso Police Department
<i>Cesar Solis, Police chief</i>

McAllen ISD Police Department
<i>Crisoforo Esquivel - Police Chief</i>

Sullivan Police Department
<i>Richard Ozuna, Police Chief</i>

Edinburg CISD Police Department
<i>Ricardo Perez Jr. Police Chief</i>

Weslaco Police Department
<i>Joel Rivera, Police Chief</i>

Palmview Police Department
<i>Gilbert Zamora, Police Chief</i>

Mission Police Department
<i>Robert Dominguez, Police Chief</i>

Law Enforcement and Medical Exams

HB 616

House Bill (HB) 616 allows medical service providers to bill the Office of the Attorney General's (OAG) Crime Victims' Compensation (CVC) fund directly for certain costs associated with sexual assault forensic medical examinations. The investigating law enforcement agency will no longer be responsible for paying for the exam and seeking reimbursement but must still authorize each exam in writing.

Effective Date

HB 616 becomes effective on 9/1. Exams conducted prior to 9/1 will still be subject to the previous process wherein the investigating law enforcement agency pays for the exam and seeks reimbursement. Exams provided on or after 9/1 will be subject to the new process outlined below. Note that the relevant date is the date on which the exam occurred, *not* the billing date.

What We Know About the New Process

*The investigating law enforcement agency must authorize a sexual assault forensic medical exam using a form created by the OAG.

*The new process requires the investigator to indicate whether the exam is authorized in writing (using the form).

*If the exam is *not* authorized, the investigator must select from a list of options on the form indicating why the exam was not authorized.

*The form must then be provided to the medical service provider and to the victim (or their guardian).



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2748	
From: Arnold Becho			
Subject: Approval to accept a reimbursement award of \$2,700 from the Texas State Library and Archives Commission for Inter-library Loans made to Texas public libraries in State Fiscal year 2019, accept additional funding if awarded during the grant year and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The Mayor Joe V Sanchez Public Library is receiving a federally funded reimbursement award from the Texas State Library and Archives Commission for participation in the state wide Inter-Library Loan (ILL) program. ILL is a statewide resource sharing initiative and your support helps meet the information needs of Texans. Based on the number of lends provided by our library (300) and available funding, Mayor Joe V Sanchez Public Library will receive a reimbursement award of \$2,700			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
Maricarmen Garcia		Created/Initiated	
Arnold Becho		Approved	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - Request to authorized Texas State Library Inter Library Loan Reimbursement Program, 2019 Guidelines ILL Lending Reimbursement Program			
Responsibilities upon Approval: Following approval the library will begin working with the Finance Department to process the reimbursement.			

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
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

August 23, 2019

To: David Suarez, Mayor; Greg Kerr, Mayor Pro-Tem; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Jose "J.P." Rodriguez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Maricarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Request to approve funding reimbursement award from the Texas State Library Inter Library Loan Reimbursement (ILL) Program

As a service to community members the Mayor Joe V. Sanchez Public Library will borrow books which they do not own from other institutions. The library will in turn loan books from their collection to other institutions as well. The library typically lends between 50 to 100 books per month to partner institutions. Loss of books is very rare, but institutions do cover cost for any lost or damaged book.

As incentive for participation in the ILL program, the Texas State Library will reimburse institutions for postage, material expenditure and other costs. This year the library has been granted approximately \$2,700 as a result of its ILL partnership.

This agenda item requires no additional funding and adds no cost to the library budget. The funds will be deposited into the general fund unless otherwise directed by Commission. Library staff strongly supports the program and encourages patrons to request inter-library loan books. 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



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



SFY2019 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shaves@tsl.texas.gov or 512-463-5406

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program to help assure that Texans will have access to shared library resources to meet learning and information needs.

The Interlibrary Loan Lending Reimbursement Program helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing such as staff time, postage, courier, and shipping material costs.

The reimbursements apply to lends made during TSLAC's SFY2019, September 1, 2018 – July 31, 2019. While dispersed after the end of SFY2019, the reimbursement payments do need to be applied to costs associated with resource sharing costs expended *during* SFY2019. **Please discuss this program with your legal entity's accounting office so they are aware this is federal money and, if approved, to expect the payment after the end of the state fiscal year (August 31, 2019).**

Additional information is available online at <https://www.tsl.texas.gov/ld/ill2019>.

Award Information

The reimbursements are sub awards (or pass through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-00-18-0044-18

Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Eligible participants will receive a reimbursement of \$9.00 per lend provided to other Texas libraries through the Navigator ILL system between **September 1, 2018 – July 31, 2019**.

Eligibility Information

Public libraries, through their governing authority (city, county, board, or district), are eligible to apply for a reimbursement payment through this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas Navigator libraries in SFY2019.

Libraries must lend items to other Texas public libraries during SFY2019 using OCLC's Navigator system to be eligible for a reimbursement. OCLC will provide Navigator lending statistics to TSLAC for calculating reimbursements.

Before receiving payment, the library's legal entity (city, county, library board, school) must have a DUNS® Number and current, active System for Award Management (SAM) registration. If the entity's SAM registration is not active and current at the time of the award, payment cannot be dispersed. More information here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number.

State agencies will be asked for additional information by TSLAC's grants accountant.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC recommends potential participants discuss this program with the accounting office of their legal entity due to the payments of federal funds arriving after the close of the state fiscal year ending August 31, 2019.

Application Components:

1. Opt into the program through TSLAC's Grant Management System portal and print out the system generated Grant Application Certification form.
2. Complete and submit the Grant Application Certification form into the Grant Management System portal by June 27, 2019.
*Signed by Legal Entity (City, County, Library Board, University)
3. Complete and submit a Performance Certification form in the Grant Management System by August 31, 2019 after receiving the library's award amount from TSLAC mid-August.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit to TSLAC by December 31, 2019.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2019 ILL Lending Reimbursement Program".

To request print copies of these forms, contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406.

Forms submitted after stated deadlines may not be considered for reimbursement.

Submit forms:

Through TSLAC's Grant Management System portal at grants.tsl.texas.gov.

Program Timeline

May 7, 2019	Libraries able to opt in to program through GMS portal
June 27, 2019	Signed Grant Application Certification form due in GMS portal
August 16, 2019	Participants receive reimbursement amount from TSLAC
August 31, 2019	Participation Certification forms due in GMS portal
September 2019	Payments dispersed

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Subrecipient will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. *Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.*
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. *Subrecipient's authorized representative certifies to the best of his or her knowledge and belief that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part*

§180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR

§180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.

- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all records requested necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022, is submitted on December 31, 2023. The Subrecipient will maintain their records through December 31, 2026.
- I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).
- K. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2019 to TSLAC no later than December 31, 2019, or other deadline as specified by TSLAC.
- L. If a single audit is required, the Subrecipient will comply with the Super Circular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2764	
From:			
Subject: Approval to authorize the submission of the Weslaco Mid Valley Airport's Fiscal Year 2019-2020 Texas Department of Transportation Grant for Routine Airport Maintenance Program, Project M2021WESL, in the amount not to exceed \$100,000.00 with a 50/50 cost share, and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: This is the annual approval for the TXDOT RAMP grant. Eligible expenses are paving, security, fencing, lighting, FBO repairs, fuel system repairs and hangar repairs. The grant is a 50/50 split for a maximum of \$100,000.00.			
Funding Source (budget code, if applicable):			
Amount: \$100,000.00	Term of Impact: One Year	Identified in Current Budget: Yes	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Advisory Board is scheduled to review the grant at the next scheduled meeting on September 8, 2019.			
Molly Vallejo Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval		
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2019-2020 RAMP Grant			
Responsibilities upon Approval:			

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID.: M2021WESL

Part I - Identification of the Project

TO: The City of Weslaco, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Weslaco, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the WESLACO - MID VALLEY Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2020, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Weslaco, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 3rd day of September, 20 19.

The City of Weslaco, Texas

Sponsor

Sponsor Signature

Mayor

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Weslaco, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Weslaco, Texas, this 3rd day of September, 20 19.

Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2021WESL

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The City of Weslaco, Texas

Signature

Title: Mayor

Date: 9/3/2019

GENERAL MAINTENANCE: As needed. Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2021WESL

The City of Weslaco does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Weslaco, Texas

By: Vidal Roman

Title: Finance Director

Date: _____

Certification of State Single Audit Requirements

I, Vidal Roman, do certify that the City of Weslaco, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Weslaco, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Weslaco, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Finance Director

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2021WESL

The City of Weslaco, Texas, designates, Andrew Munoz, Aviation Director
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of Weslaco, Texas

By: _____

Title: Mayor

Date: 9/3/19

DESIGNATED REPRESENTATIVE

Mailing Address: 1968 Joe Stephens Ave.
Weslaco, TX 78599

Overnight Mailing Address: Same as above

Telephone Number: (956) 969-0291

Fax Number: (956) 973-1854

Email Address: amunoz@weslaco.tx.gov



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2739	
From: Benjamin Worsham			
Subject: Discussion and consideration to approve Resolution 2019-64 appointing a member to an expired term on the Board of Adjustments & Appeals to the Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Benjamin Worsham Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommend approval.			
Attachments, if any: BOAAZ-O, Notice of continued interest from Maria Cisneros, R2019-64 Board of Adj & Appeals Zoning - Ord			
Responsibilities upon Approval:			

Board of Adjustments & Appeals to the Zoning-Ordinance

First name	Last name	Term expires
Paul	Garza	1/6/2021
Andy	Veliz	11/2/2019
Francisco	Castellanos	11/6/2019
*Maria	Cisneros	10/4/2019
*Mark	McCaleb	12/21/2019

Revised 122818 mv

*serving unexpired term

Adelaida Vega

From: Maria Cisneros <MCisneros@weslacoedc.com>
Sent: Tuesday, August 27, 2019 9:48 AM
To: Virginia Mendoza; Adelaida Vega
Subject: Zoning Board of Adjustment and Appeals

Good morning Aida & Virginia, I would like to continue serving in the Board of Adjustments & Appeals...thank you so much.

Kindest Regards;

Maria Cisneros
Commercial Real Estate & Retail Marketing Manager
The Economic Development Corporation of Weslaco
275 South Kansas, Suite A
Weslaco, Texas 78596
(956) 969-0838 Office
(956) 261-3750 Cell
(956) 969-8611 Fax
mcisneros@weslacoedc.com
www.weslacoedc.com



RESOLUTION NO. 2019-64

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE BOARD OF ADJUSTMENTS &
APPEALS-ZONING ORDINANCE.**

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

WHEREAS, the term of the members of this board are for two years; and

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on _____ day of _____, 20____.

PASSED AND APPROVED on this 3rd day of September, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2579	
From: Benjamin Worsham			
Subject: Discussion and clarification on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions. Possible action. (This item was tabled on July 16, 2019; staffed by Engineering Department.)			
Background: The purpose of this item is to remove any ambiguity in the drainage requirements for existing drainage facilities by clarifying the classification for the required flood event detention for the construction or remodel of a site.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Benjamin Worsham		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: O2018-21 Sec. _26_34 Drainage, Amended O2018-21 Sec. _26_34 Drainage			
Responsibilities upon Approval: Planning staff will enforce ordinance.			

ORDINANCE 2018-21

AN ORDINANCE AMENDING ORDINANCE NUMBER 2013-22, THE CITY OF WESLACO SUBDIVISIONS ORDINANCE; CODIFIED AS APPENDIX B, ARTICLE I 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 2013-22 passed and approved on October 15, 2013 as “Subdivisions” and Codified as Article I, Section 26-34 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Subdivisions ordinance sections will be adopted and codified as Appendix B, Article I, Section 26-34 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

APPENDIX B

Article I

Sec.26-34 . DRAINAGE.

- (a) *Easement.* Where a subdivision is traversed by a watercourse, drainageway, natural channel, stream or where there is a necessity for such as determined by the planning and zoning commission, there shall be provided an easement or right-of-way conforming substantially to the limit of such watercourse. A 75-foot drainage ditch easement shall be required from the centerline of the drainage ditch, unless the City of Weslaco Master Storm Water Drainage Plan indicates otherwise. A minimum of a ten-foot access roadway for maintenance shall be required on the perimeter of the drainage ditch.
- (b) *Drainage facilities.* Drainage facilities shall be provided and constructed at the expense of the subdivider pursuant to the city drainage policy and as specified and/or recommended by the city engineer and approved by City Commission.
- (c) *Drainage policy.* No subdivision will be approved unless calculations submitted by the project engineer show that the projected runoff for the proposed subdivision, based on a fifty-year flood event, will not be greater than the natural runoff. Any water in excess of natural runoff must be detained on-site and released at existing ten-year flood rate. These flows may be exceeded only if off-site improvements and/or facilities are provided which, in the opinion of the city engineer and the planning and zoning commission and city commission, serve as adequate drainage facilities. Any property must provide an amount of floodwater storage capacity after development, which is not less than the preexisting

floodwater storage capacity of such property during the 100-year flood, regardless of whether such preexisting flood storage capacity is due to natural or artificial causes. The project engineer shall provide such information as required by the city to demonstrate compliance with the city drainage policy.

Fifty-year flood detention is required for all developments except for two cases:

- i. *Small projects.* The table below identifies small projects.

SMALL PROJECT EXCEPTION DESCRIPTION

1.	Construction of a building or parking lot if the proposed construction does not require a variance from a water quality regulation, does not exceed 5,000 square feet of impervious cover and the construction site does not exceed 10,000 square feet (includes construction, clearing, grading, construction equipment access, driveway reconstruction, temporary installations, landscaping and other areas planning director or city engineer determine part of construction site).
2.	Construction of a storm sewer not more than 30 inches in diameter that is entirely on public right-of-way or easement.
3.	Construction of a utility line not more than 8 inches in diameter that is entirely in public right-of-way.
4.	Construction of a left turn lane on a divided arterial street.
5.	Construction of street intersection improvements.
6.	Widening of public street to provide a deceleration lane if additional right-of-way is not required.
7.	Depositing less than two feet of earth fill, if site is not in the 100 year floodplain and the fill is not to be deposited within the dripline of a protected tree.
8.	Minor development that the planning director and/or city engineer determine similar to items described above.

- ii. *Storm water quality.* In an attempt to help reduce the amount of pollutant being discharged into the Arroyo Colorado Watershed, city will consider reducing the amount of storm water detention, if low impact development techniques are used to hold storm runoff. There are many practices that have been used to adhere to these principles such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. City engineer must approve these techniques and quantities before storm detention requirement is reduced.
- (d) *Existing facilities.* Facilities currently discharging storm water to streets without detention will be required to detain storm water run-off if a building permit is requested, if the building does not meet small project exception. The minimum detention requirements shall be based on the building being constructed or remodeled. The storm water run-off may be detained in the landscaped area.
- (e) *Lot grading:* All lots shall be graded so that storm water run-off is directed to the street fronting the lot. If a lot has double frontage, the city engineer and/or planning director may allow for the drainage of the lot to be split such that a portion of the run-off is directed to the street in front of the lot with the remainder of the run-off directed to the street at the rear of the lot.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of August 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of August 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

ORDINANCE 2018-21

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floodwater storage capacity of such property during the 100-year flood, regardless of whether such preexisting flood storage capacity is due to natural or artificial causes. The project engineer shall provide such information as required by the city to demonstrate compliance with the city drainage policy.

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3.	Construction of a utility line not more than 8 inches in diameter that is entirely in public right-of-way.
4.	Construction of a left turn lane on a divided arterial street.
5.	Construction of street intersection improvements.
6.	Widening of public street to provide a deceleration lane if additional right-of-way is not required.
7.	Depositing less than two feet of earth fill, if site is not in the 100 year floodplain and the fill is not to be deposited within the dripline of a protected tree.
8.	Minor development that the planning director and/or city engineer determine similar to items described above.

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PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of August 2018.

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CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra Ayala, **CITY SECRETARY**

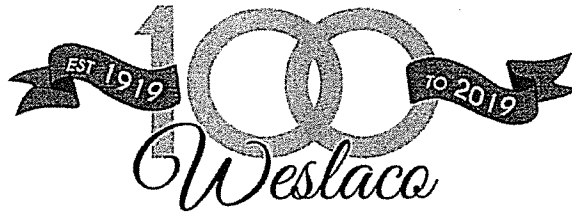
APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2742	
From:			
Subject: Discussion and consideration on request from the Weslaco Centennial Committee for closure of the following streets beginning 6:00p.m on Friday, December 6 to midnight on December 8: 1) South Missouri Ave from Bus 83 to West 6th Street; 2) South Texas Blvd. from Bus 83 to West 6th Street; 3) South Kansas Ave from Bus 83 to West 6th Street; 4) 3rd, 4th, 5th and 6th Streets from South Missouri Ave to South Kansas Ave; 5) Turning/parking lane on Bus 83 from South Missouri Ave to South Kansas Ave for pedestrian traffic; and 6) Closure of the elevated City parking deck. and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. Possible action. (Requested by Weslaco 100 Committee.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Request from Weslaco Centennial Committee - street closures			
Responsibilities upon Approval:			



Weslaco Centennial Committee

P.O. Box 801, Weslaco, TX 78599

weslaco100@outlook.com

www.weslaco100.org

July 9, 2019

City Commissioners
City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596

Dear Sirs:

The Weslaco Centennial Committee is requesting the closure of the following streets for the Weslaco Centennial Celebration taking place in downtown Weslaco on December 7 & 8, 2019. We would like the streets closed from 6pm Friday, December 6th to midnight, December 8th:

- S Missouri Ave from Bus 83 to W 6th Street
- S Texas Blvd from Bus 83 to W 6th Street (Tx Dorr)
- S Kansas Ave from Bus 83 to 6th Street
- 3rd, 4th, 5th & 6th Streets from S Missouri Ave to S Kansas Ave
- Turning/Parking lane on Bus 83 from S Missouri Ave to S Kansas Ave for pedestrian traffic
- As well as the elevated City parking deck

Please furnish us with a response at your earliest convenience.

Sincerely,
Weslaco Centennial Committee

Mark McCaleb,
Chairman



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2747	
From:			
Subject: Discussion and consideration to approve Resolution 2019-65 nominating a candidate to the Hidalgo County Appraisal District Board of Directors for the 2020-2021 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)			
Background: This is the annual election process for the Board of Directors to the Hidalgo County Appraisal District. Each taxing entity shall submit their nomination of a candidate(s) on or before October 16, 2019 to the Chief Appraiser by resolution adopted by the governing body. The Chief Appraiser will then submit the top candidates to the taxing entity for casting of votes.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve nomination of Joe Olivarez.			
Staff Recommendation: Approved.			
Attachments, if any: Correspondence from Hidalgo County Appraisal District re Election of Board of Directors 2020-2021, Letter from Joe Olivarez, R2019-65 HCAD board nomination			
Responsibilities upon Approval: Execute, retain and notify requestor.			

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoaad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Pete Garcia	Member
Pablo "Paul" Villarreal, Jr.	Member

August 26, 2019

Honorable Mayor
City of Weslaco
255 S. Kansas
Weslaco, TX 78596



Re: Election of Board of Directors 2020-2021

Dear Honorable Mayor:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2020-2021 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2020-2021 election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 16th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

Before December 29, 2019, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

A handwritten signature in cursive script that reads "Rolando Garza".

Rolando Garza, RPA
Chief Appraiser

RG: je

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

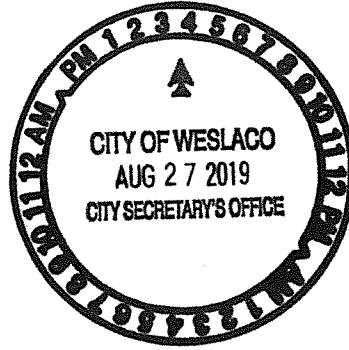
BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Pete Garcia	Member
Pablo "Paul" Villarreal, Jr.	Member

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2020 - 2021	
August 2019 But before October 1, 2019	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2020-2021 election for the Board of Directors for the Appraisal District.
But before October 16, 2019	The Presiding Officer of the unit submit the names of the nominees by written resolution to the Chief Appraiser.
But before October 31, 2019	Each voting unit cast it vote by written resolution and submits it to the Chief Appraiser.
But before December 30, 2019	The Chief Appraiser shall count the vote and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

To: City Manager, Mike Perez
Mayor, David Suarez
Weslaco City Commissioners

From: Joe Olivarez
Date: August 26, 2019
RE: Request



My name is Joe Daniel Olivarez. I reside at 5600 North FM 88 Weslaco, Tx 78596. I am in the Real Estate business and my family has been in business for over 50 years. Weslaco is my home and it is where I have chosen to raise my family.

I would like to represent the Mid Valley and more importantly our city, as a member of the Board of Directors for the Hidalgo County Appraisal District.

I have previously served on the Hidalgo County Appraisal Review board for the last 12 years.

Currently I serve as president of the Economic Development Committee for the City of Weslaco and on the Hidalgo County Subdivision Review Board.

I would be honored and humbled to serve as a member of the Board of Directors for the Hidalgo County Appraisal District.

Thank you for your consideration.

RESOLUTION NO. 2019-65

**STATE OF TEXAS § RESOLUTION NOMINATING A CANDIDATE
COUNTY OF HIDALGO § TO HIDALGO COUNTY APPRAISAL
CITY OF WESLACO § DISTRICT BOARD OF DIRECTORS FY2020-
 2021**

WHEREAS, the City of Weslaco, a governmental unit entitled to vote in the selection of a Board of Directors for the Hidalgo County Appraisal District, has been notified by the Chief Appraiser of Hidalgo County, Texas, that nominations to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser before October 16, 2019; and

WHEREAS, the City wishes to nominate _____ as candidate for Director of the Hidalgo County Appraisal District.

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

1. The City Commission of the City of Weslaco does hereby nominate _____ as a candidate for the Director of Hidalgo County Appraisal District.
2. A certified copy of this Resolution shall be delivered to the Chief Appraiser Hidalgo County, Texas, to evidence this nomination.

PASSED AND APPROVED this 3rd day of September, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2754	
From: Benjamin Worsham			
Subject: Discussion and consideration to permit the placement of a 50' pylon sign within an existing 20' utility easement located at 1021 W Interstate 2 also being Lot 1, Valley Baptist Micro Hospital and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The mylar for Valley Baptist Micro Hospital was recorded on July 30, 2018. As part of the plat a 15' utility easement was dedicated around the entire subdivision and 20' drainage and utility easement was dedicated along north east corner of the property. The overlapping utility easement does not permit for a feasible location for the placement of a pylon.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente Benjamin Worsham Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends compliance with the ordinance which requires that no permanent structures be placed on top of any easements.			
Attachments, if any: Request for Exemption, Water Line Sign Exhibit-asbuilt, VB-MHWES-A05-062519 Engineering (layout for city review), Valley Baptist Micro Hospital			
Responsibilities upon Approval:			



August 22, 2019
Valley Baptist Micro Hospital
1021 W Interstate 2
Weslaco, TX 78596
Commercial Permit #CMM18-00321

Request for a "License to Encroach" existing easement to install pylon sign

To Whom It May Concern:

As the Architect of Record for the Valley Baptist Micro Hospital, I hereby request a License to Encroach on the existing 20' Utility Easement running adjacent to the 15' Irrigation District easement along the easternmost property line for the purpose of erecting a 50' tall pylon sign identifying the micro hospital currently under construction. We are requesting the License to Encroach as there is no feasible location that will provide sufficient identification of the entrance to the site.

The specific location of the proposed sign foundations relative to the installed water line is included as Exhibit A.

Exhibit B is the current design of the proposed pylon sign, which will be permitted separate from any other signs for the micro hospital.

Stuart Cook
Healthcare Architect
E4H Environments for Health

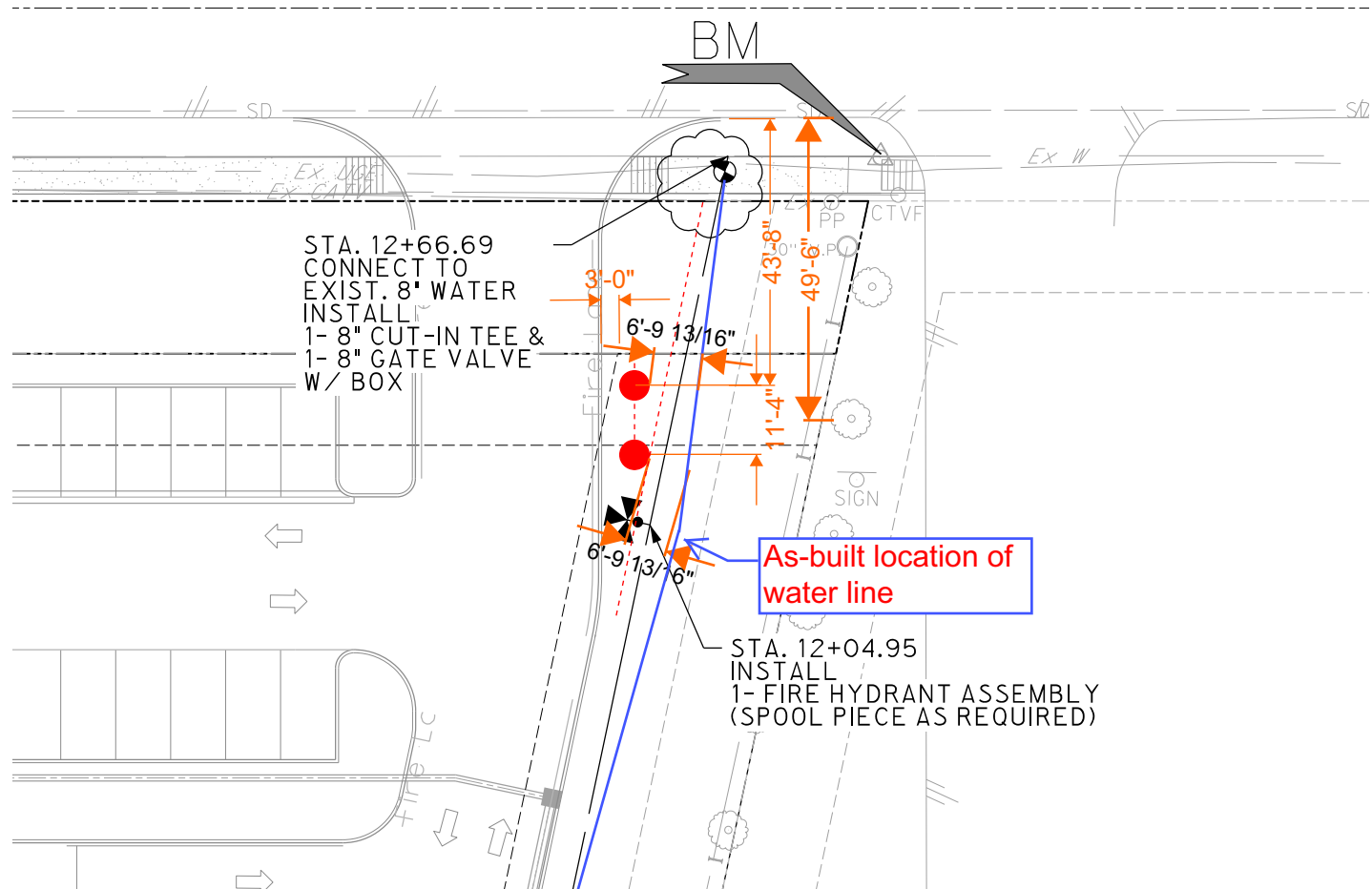
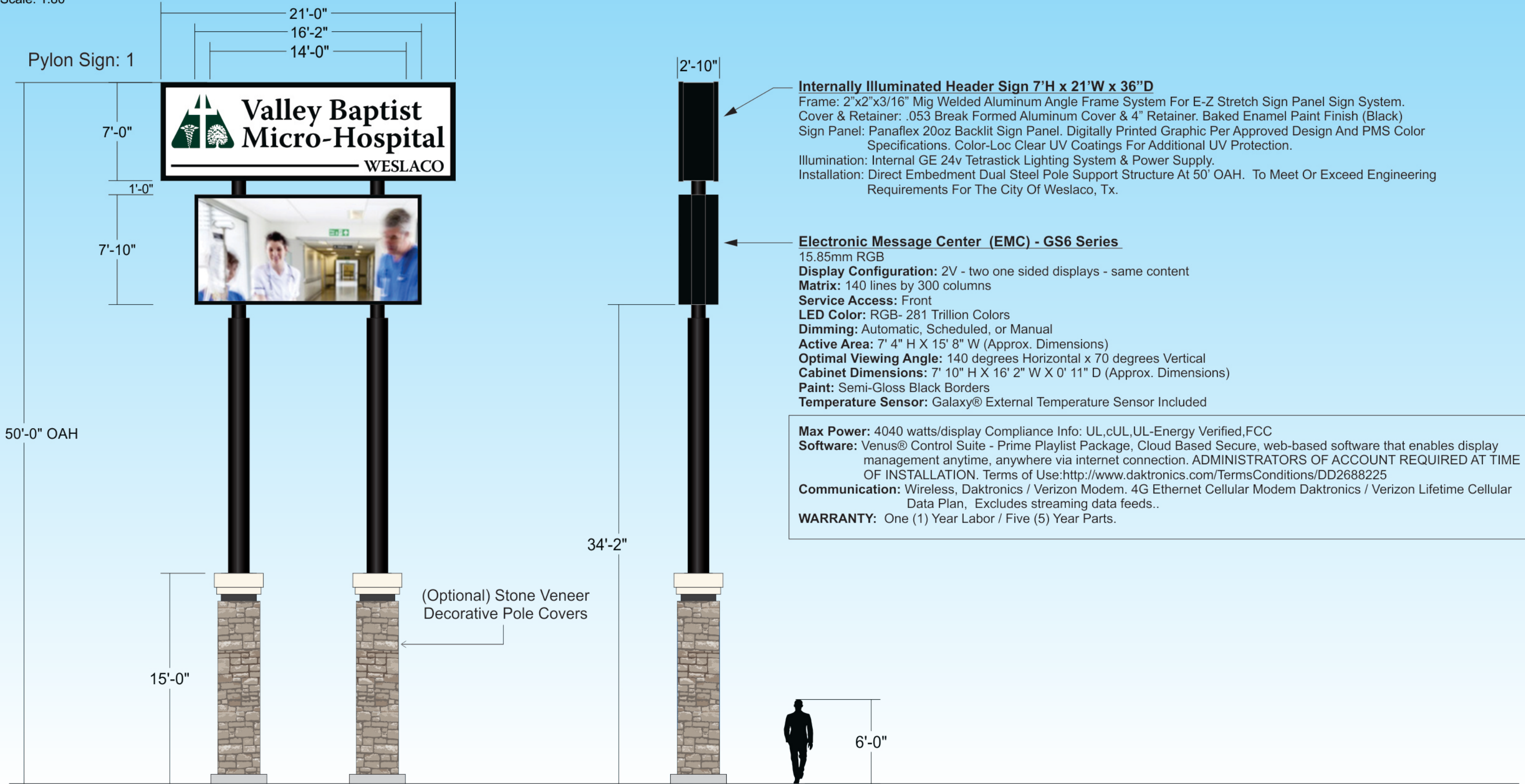


Exhibit A

DF Dual Pole Mounted Illuminated High Rise Pylon Header Sign And Electronic Message Center

Scale: 1:80



CLIENT:	Valley Baptist Micro Hospital	AJR
ADDRESS:	1021 East Expressway 83	A05
CITY / STATE:	Weslaco, Tx	SCALE: On File
FILE NAME:	VB-MHWES-A05-062519	DATE: 08/12/19
Customer Approval:		DATE:

NOTICE DISCLAIMER: This design remains the intellectual property of HiWay Neon Sign Company and its use. Copy, exhibition, or reproduction without expressed written permission of said company is forbidden. Should customer elect not to use HiWay Neon Sign Co. as choice manufacture for this design, a fair market value design charge will be incurred. Customer is solely responsible for any supplied or requested pre-existing intellectual material and HiWay Neon Sign Company will not be held liable for said material. Possession of this document implies acceptance and agreement to this notice and disclaimer unless otherwise expressly written.

For Quality Assurance, Both Parties Must Initial Any Manual Changes Made To This Document.

WALL ATTACHMENT NOTE: Installation details as shown do not always represent Actual wall conditions. The proper attachment method for specific wall materials shall be verified in the field to provide for a safe and secure installation and must meet all local and state code requirements after site inspection.

ELECTRICAL: All signage components will be manufactured with 120 Volts A/C unless noted otherwise. All primary electrical service to the sign, and final connection thereof is the responsibility of the customer. All neon installations are required to use U/L 2161 transformers and must have a dedicated ground wire from the transformer back to the main circuit. All signs are to meet N.E.C. Standards.

www.hiwayneonsigns.com



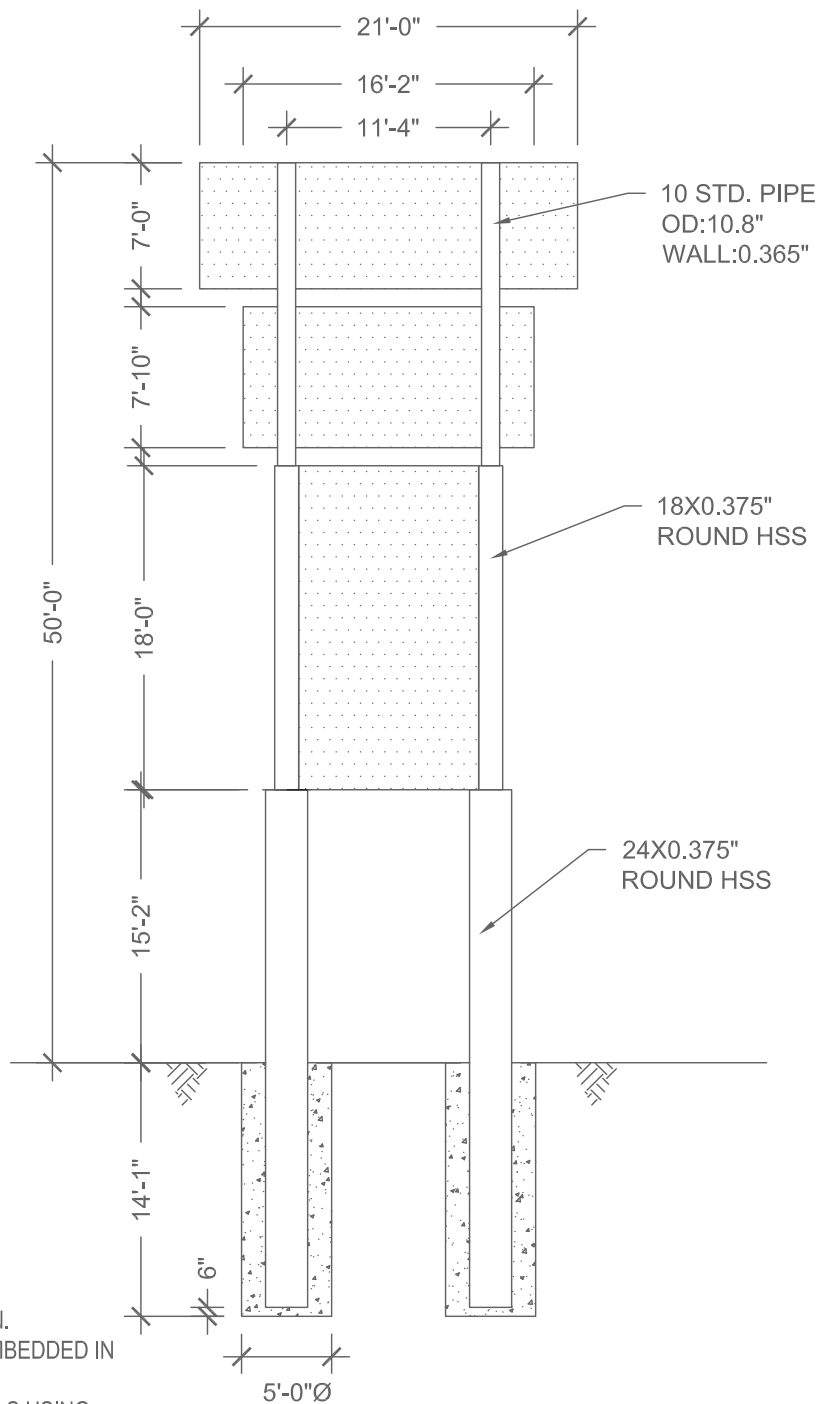
1301 Maco Drive, Pharr Tx 78577
PH. 956.702-0692 Fax. 956.702-1759



10815 RANCHO BERNARDO RD., SUITE 260
 SAN DIEGO, CA 92127
 PROJECTMANAGER@SULLAWAYENG.COM
 PHONE: 1-858-312-5150 FAX: 1-858-777-3534

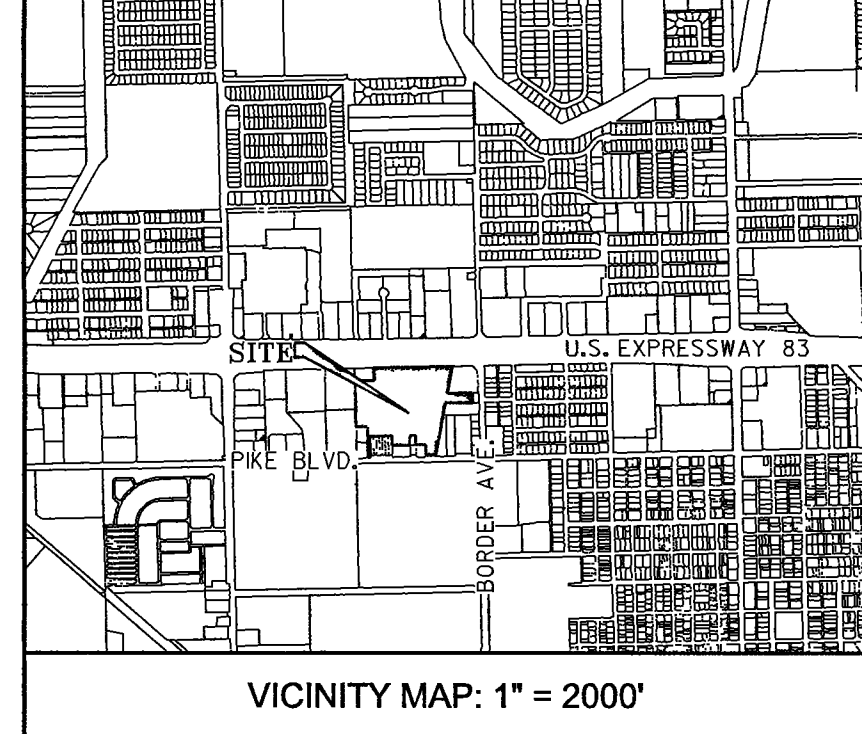
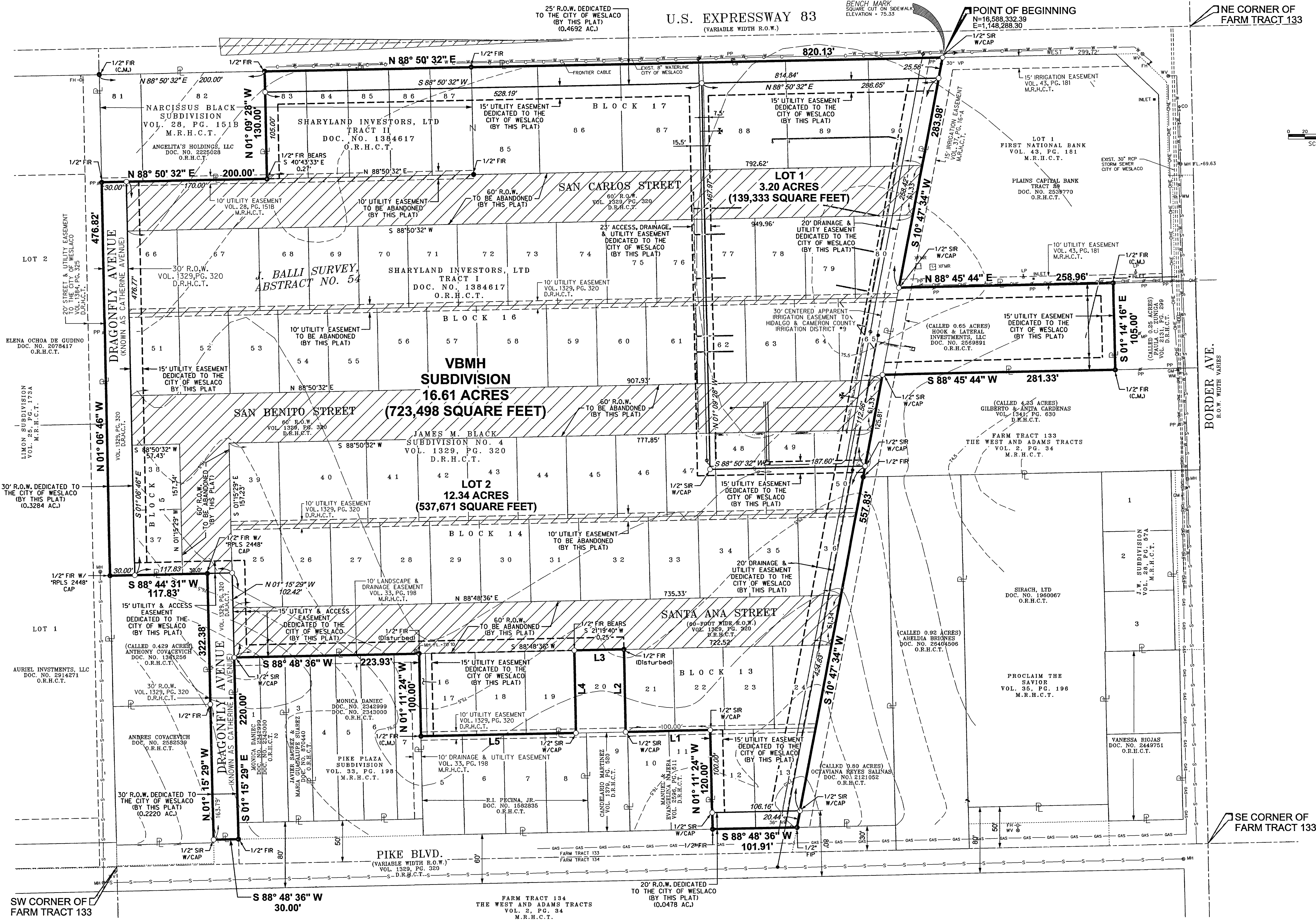
PROJECT: VALLEY BAPTIST MICRO-HOSPITAL, 1021 WEST EXPRESSWAY 83, WESLACO, TX
 PROJECT #: 22646
 CLIENT: A-1 SKYLITE SIGNS/HIWAY NEON SIGNS

DATE: 7/17/19
 ENGINEER: BF
 LAST REVISED:



GENERAL NOTES

1. DESIGN CODE: IBC 2015
2. DESIGN LOADS: ASCE 7-10
3. WIND VELOCITY: 135 MPH EXPOSURE C
4. CONCRETE 2500 PSI MIN.
5. ROUND HSS STEEL ASTM A500 GR.B, $F_y = 42$ KSI MIN.
6. PROVIDE 3" CONCRETE COVER MIN. FOR STEEL EMBEDDED IN CONCRETE
7. PROVIDE PROTECTION AGAINST DISSIMILAR METALS USING ANTI-CORROSIVE PAINT OR NEOPRENE GASKETS
8. LATERAL SOIL BEARING PER IBC CLASS 4 (150 PSF/FT)
9. ALL EXISTING ELEMENTS AND DIMENSIONS TO BE VERIFIED IN FIELD.
10. ALL DIMENSIONS TO BE VERIFIED PRIOR TO FABRICATION.



- LEGEND**
- FOUND IRON ROD (UNLESS NOTED)
 - SET IRON ROD WITH HALFF CAP
 - FIR - FOUND IRON ROD
 - SIR - SET IRON ROD
 - WCAP - WITH CAP
 - H.C.C.F. - HIDALGO COUNTY CLERK'S FILE
 - D.R.H.C.T. - DEED RECORDS HIDALGO COUNTY TEXAS
 - M.R.H.C.T. - MAP RECORDS HIDALGO COUNTY TEXAS
 - O.R.H.C.T. - OFFICIAL RECORDS HIDALGO COUNTY TEXAS
 - VOL. - VOLUME
 - PG. - PAGE
 - R.O.W. - RIGHT-OF-WAY
 - C.M. - CONTROL MONUMENT
 - B.M. - BENCHMARK
 - H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
 - CB - COMMUNICATION BOX
 - CO - CLEAN OUT
 - FH - FIRE HYDRANT
 - GM - GAS METER
 - LP - LIGHT POLE
 - MH - MANHOLE
 - PP - POWER POLE
 - WM - WATER METER
 - WV - WATER VALVE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°48'36" W	102.52'
L2	N 01°11'24" W	100.00'
L3	S 88°48'36" W	60.00'
L4	S 01°11'24" E	100.00'
L5	S 88°48'36" W	187.47'

VBMH SUBDIVISION

16.61 ACRES TRACT OF LAND
BEING A
PART OF FARM TRACT 133 OF
WEST AND ADAMS TRACTS SUBDIVISION,
PART OF LOT 16, ALL OF LOTS 12, AND 13, 17-19 AND 21-24, BLOCK 13,
ALL OF LOTS 25-36, AND 39-50, BLOCK 14,
ALL OF LOTS 37 AND 38, BLOCK 15,
ALL OF LOTS 51-80, BLOCK 16,
ALL OF LOTS 85-90, BLOCK 17,
ALL OF SAN CARLOS STREET, SAN BENITO STREET,
CATHERINE AVENUE, AND SANTA ANA STREET
OF THE JAMES M. BLACK SUBDIVISION AND
ALL OF LOTS 83-87, BLOCK 17 OF NARCISSUS BLACK SUBDIVISION

SITUATED IN THE
J. BALLI SURVEY, ABSTRACT NO. 54
CITY OF WESLACO, HIDALGO COUNTY, TEXAS

HALFF

OWNER
SHARYLAND INVESTORS, LTD.
305(A) NORTH SHARY ROAD
MISSION, TEXAS 78572
CONTACT: DOLLY ELIZONDO
TEL: 956-581-4333

OWNER
HOOK & LATERAL INVESTMENTS L.L.C.
305(A) NORTH SHARY ROAD
MISSION, TEXAS 78572
CONTACT: DOLLY ELIZONDO
TEL: 956-581-4333

ENGINEER
HALFF ASSOCIATES, INC.
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
CONTACT: MARIEL TORRES, P.E.
TEL: 956-445-8201
FAX: 956-684-0282
TBPE FIRM # F-312

SURVEYOR
HALFF ASSOCIATES, INC.
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
CONTACT: GETSY J. SUTHAN, R.P.L.S.
TEL: 214-346-8200
FAX: 214-739-0095
TBPLS FIRM NO. 10029600



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2756
From: Benjamin Worsham		
Subject: Discussion and consideration to approve a Six-month extension on the Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The applicant was granted a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License. The zoning ordinance states an applicant has six months to began use of the permit once granted approval by the City Commission. The applicant has already completed the remodel of the building is requesting additional time to set up the Final inspection.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: City Commission approved the Conditional Use Permit for the a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License on January 15, 2019		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Rebekah De La Fuente Benjamin Worsham Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 606 S MISSOURI - ATTACHMENTS, Memo Style		
Responsibilities upon Approval: Staff will advise 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. CUP19-00002

RECEIVED

DEC 10 2018

PROPOSED PROJECT

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

Lot 4 Block 51

Subdivision Name Weslaco Original Townsite

Street Address 606 S Missouri

Existing Zoning B-1 Neighborhood Bus. Existing Land Use _____

Purpose for the Conditional Use Permit Request liquor and beer retailers permit. late hours on premise.

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. ✓ Taxes are current for location.
- ☒ I have received a copy of "CUP Application Instructions" cell 376-6924
cell 408-5020

APPLICANT

Name Eric Fonseca Phone (956) 475-11

Address 606 S MISSOURI AVE Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: Eric.fonseca@19786.com
YAHOO

OWNER

Name Same As Above Phone _____

Address _____ Fax: _____

City _____ State _____ Zip Code _____ E-Mail: _____

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No ✓

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

Signature Eric Fomser Date 12/10/18
Owner

Signature Eric Fomser Date 12/10/18
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published in Newspaper Date _____

Presented to P & Z Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____



ON-PREMISE PREQUALIFICATION PACKET

COPY

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

LOCATION INFORMATION

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

☐ Reinstatement

License/Permit Number

☐ Change of Licensed Location

License/Permit Number

2. Type of On-Premise License/Permit

☒ BG Wine and Beer Retailer's Permit

☐ LB Mixed Beverage Late Hours Permit

☐ BE Beer Retail Dealer's On-Premise License

☐ MI Minibar Permit

☒ BL Retail Dealer's On-Premise Late Hours License

☐ CB Caterer's Permit

☐ BP Brewpub License

☐ FB Food and Beverage Certificate

☐ V Wine & Beer Retailer's Permit for Excursion Boats

☐ PE Beverage Cartage Permit

☐ Y Wine & Beer Retailer's Permit for Railway Dining Car

☐ RM Mixed Beverage Restaurant Permit with FB

☐ MB Mixed Beverage Permit

☐ O Private Carrier's Permit - For Brewpubs (BP) with a BG only

RECEIVED
DEC 10 2018

Planning &
Code Enforcement Dept.

3. Indicate Primary Business at this Location

☐ Restaurant

☐ Sporting Arena, Civic Center, Hotel

☐ Bar

☐ Grocery/Market

☐ Sexually Oriented

☐ Miscellaneous

Art Gallery

4. Trade Name of Location

Krisp Gallery

5. Location Address

606 S. Missouri Ave

City

Weslaco

County

Hidalgo

State

TX

Zip Code

78599

6. Mailing Address

606 S. Missouri Ave

City

Weslaco

State

TX

Zip Code

78599

7. Business Phone No.

Alternate Phone No.

E-mail Address

OWNER INFORMATION

8. Type of Owner

☐ Individual

☒ Corporation

☐ City/County/University

☐ Partnership

☒ Limited Liability Company

☐ Other

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

Krisp Gallery

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

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

12. As indicated on the chart, enter the individuals that pertain to your business type:

(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 <u>Fonseca</u>	First Name <u>Eric</u>	MI	Title <u>owner</u>
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

13. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: 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.

14. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: 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.

NOTE: 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.

NOTE: 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.

15. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

16. Will your business be located within 1,000 feet of a public school? ☐ Yes ☐ No

60-DAY SIGN

17. 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)

12-10-18

ALL APPLICANTS

18. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐

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

Eric Fonseca

SIGN
HERE

TITLE

owner

Before me, the undersigned authority, on this _____ day of _____, 20____, 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 22nd 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

City Secretary/Clerk

City

_____, TEXAS

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 Clerk

_____, COUNTY

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 Clerk

_____, COUNTY

S E A L

CERTIFICATE OF COUNTY CLERK 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 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 22nd 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

SEAL**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) & 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 _____

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

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
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		
SEAL		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

December 21, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, January 2, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, January 15, 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:

Eric Fonseca is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of Weslaco, 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.

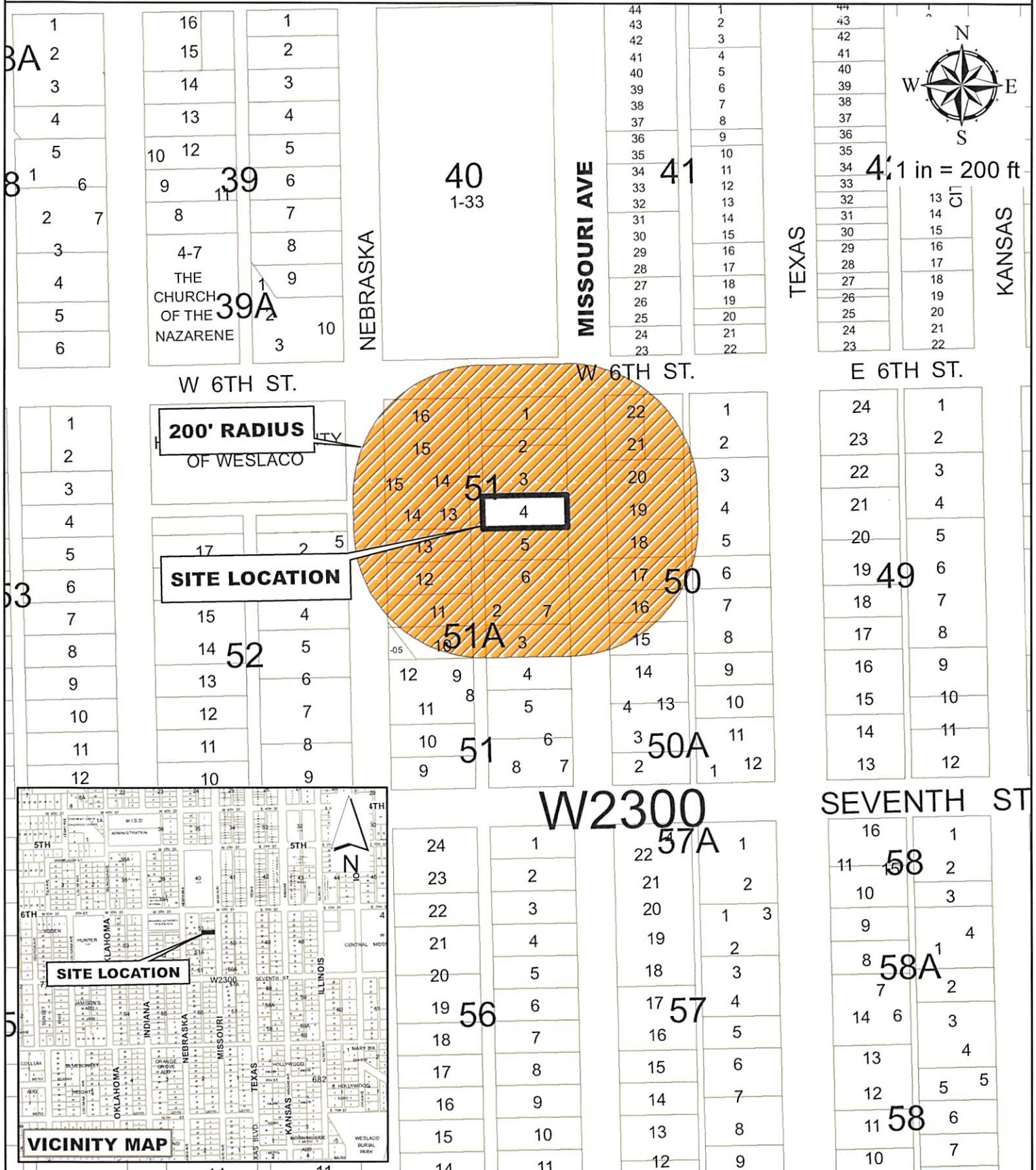
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebekah de la Fuente".

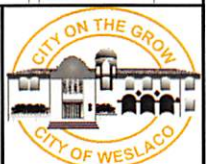
Rebekah de la Fuente
Senior Planner

CITY OF WESLACO



Eric Fonseca
Weslaco Original Townsite
606 S Missouri
Lot 4 of Block 51

Purpose for the conditional use
Existing zoning: B-1
Existing land use: Neighborhood Business
CUP request: Beer & Wine, late hours



DEC 19, 2018

602 SOUTH CORPORATION ATTN: ACCOUNTING DEPT PO BOX 579 MCALLEN TX 78505-0579	W2300-00-050-0001-00 WESLACO ORIGINAL TOWNSITE BLK 50 602 S TEXAS BLVD	L: 72000 B: 43459
IBC BANK PO BOX 579 MCALLEN TX 78505-0579	W2300-00-050-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3 606 S TEXAS BLVD	L: 252000 B: 1060752
IBC BANK INTERNATIONAL BANK OF PO BOX 579 MCALLEN TX 78505	W2300-00-050-0006-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 6 610 S TEXAS BLVD	L: 39600 B: 0
RODRIGUEZ ELVIRA B 534 LINAVES WESLACO TX 78596	W2300-00-050-0015-00 WESLACO ORIGINAL TOWNSITE BLK 50 615 S MISSOURI AVE	L: 20100 B: 0
CASTELLANOS LESLEY A 534 LINARES WESLACO TX 78596-5782	W2300-00-050-0016-00 WESLACO ORIGINAL TOWNSITE BLK 50 613 S MISSOURI AVE	L: 20100 B: 45989
GRACIA ELVIA N & EDNA ZAMORA PO BOX 384 WESLACO TX 78599-0384	W2300-00-050-0017-00 WESLACO ORIGINAL TOWNSITE BLK 50 611 S MISSOURI AVE	L: 20100 B: 18497
BRACE ROBERT 2000 N 8TH ST MCALLEN TX 78501-2263	W2300-00-050-0021-00 WESLACO ORIGINAL TOWNSITE BLK 50 107 W 6TH ST	L: 36000 B: 33089
ALMARAZ ROSENDO Jr 1308 FULLERTON AVE MCALLEN TX 78504-5756	W2300-00-050-0021-05 WESLACO ORIGINAL TOWNSITE W1/2 L 6 S MISSOURI AVE	L: 36000 B: 0
EHCP INVESTMENTS LLC 27964 ATLANTIC AVE HIGHLAND CA 92346-2704	W2300-00-051-0004-00 WESLACO ORIGINAL TOWNSITE LOT 4 606 S MISSOURI AVE	L: 39000 B: 36095
EHCP INVESTMENTS LLC 27964 ATLANTIC AVE HIGHLAND CA 92346-2704	W2300-00-051-0005-00 WESLACO ORIGINAL TOWNSITE BLK 51 608 S MISSOURI AVE	L: 39000 B: 25893
SIMMONS JAMES C JR & LORI G 612 S MISSOURI WESLACO TX 78596-6940	W2300-00-051-0006-00 WESLACO ORIGINAL TOWNSITE LT 6, NAL BLK 51,51A 612 S MISSOURI AVE	L: 63050 B: 31711
PEREZ JOSE S & CRISTINA 718 COUNTRY LN WESLACO TX 78599-9330	W2300-00-051-0007-00 WESLACO ORIGINAL TOWNSITE S36.7' S 3 & 4 BLK 51A 614 S MISSOURI AVE	L: 21775 B: 33776

DEC 19, 2018

TALBERT RICHARD S 612 S TEXAS BLVD WESLACO TX 78596-6222	W2300-00-051-0010-00 WESLACO ORIGINAL TOWNSITE LOT 10 621 S NEBRASKA	L: 21775 B: 14917
RAMIREZ MICHAEL A & IRENE R 615 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0010-10 WESLACO ORIGINAL TOWNSITE LOT 10 0	L: 18425 B: 0
MEDRANO NESTORA & JOSE 613 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0011-00 WESLACO ORIGINAL TOWNSITE ALL OF TRIA SHAPE TR BEING NW 6.7FT OF 613 S NEBRASKA	L: 21775 B: 15809
GARZA ELIDA C 618 S NEBRASKA AVE APT 1 WESLACO TX 78596-6952	W2300-00-051-0011-01 WESLACO ORIGINAL TOWNSITE LOT 11 K 51 & LOTS 8 & 9 BLK 51-A 619 S NEBRASKA	L: 43550 B: 29633
RAMIREZ MICHAEL A & IRENE R 615 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0012-05 WESLACO ORIGINAL TOWNSITE S50'-N K 51 615 S NEBRASKA	L: 4110 B: 29268
GOVEA LETICIA 609 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0013-00 WESLACO ORIGINAL TOWNSITE S 48.2 609 S NEBRASKA	L: 20904 B: 18748
FIRST CHRISTIAN CHURCH 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0013-01 WESLACO ORIGINAL TOWNSITE N50' L LK 51; LTS 14-16 BLK 51A 205 W 6TH ST	L: 39000 B: 270000
THE FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0002-00 WESLACO ORIGINAL TOWNSITE S1/2 BLK 51	L: 32663 B: 0
THE FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0001-00 WESLACO ORIGINAL TOWNSITE LOT 1 51	L: 32663 B: 0

Rebekah M. De La Fuente

From: ericfonseca ericfonseca <ericdonseca1978@yahoo.com>
Sent: Tuesday, August 27, 2019 5:05 PM
To: Rebekah M. De La Fuente
Subject: Fw: Eric fonseca on Krisp Gallery deli

[Sent from Yahoo Mail on Android](#)

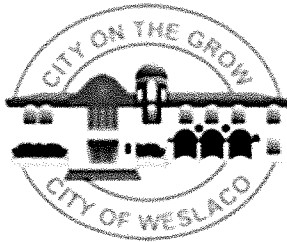
----- Forwarded Message -----

From: "ericfonseca ericfonseca" <ericdonseca1978@yahoo.com>
To: "rdelafuente@weslacotx.gov" <rdelafuente@weslacotx.gov>
Sent: Tue, Aug 27, 2019 at 2:40 PM
Subject: Eric fonseca on Krisp Gallery deli

Request for 6 month extension. Was not aware of the time frame. I have everything ready to go and my tabc. Please if you could help me

[Sent from Yahoo Mail on Android](#)

CITY OF WESLACO
FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT
FOR QUARTER ENDING
JUNE 30, 2019



City of Weslaco, Texas
Investment Report
June 30, 2019

Deposits:

Cash on Deposit
 BBVA Compass
Tex Pool
Tex Pool Prime
Certificates of Deposit
 Navy Army CU 3/28/2019
 BBVA Compass 3/31/18
Total

3rd Quarter	2nd Quarter	1st Quarter
06/30/19	03/31/19	12/31/18
\$ 16,919,846	\$ 17,224,227	\$ 16,045,452
3,316,311	3,296,502	3,277,062
3,264,157	3,243,482	3,222,807
242,068	240,000	-
245,158	240,000	240,000
\$ 23,987,539	\$ 24,244,212	\$ 22,785,321

Rates:

Cash - Interest Earning
 BBVA Compass
Tex Pool
Tex Pool Prime
Certificate of Deposits
 Rio Bank 1/15/2018
 Navy Army CU 3/28/19
 BBVA Compass 3/31/18

3rd Quarter	2nd Quarter	1st Quarter
06/30/18	03/31/18	12/31/17
0.80%	0.80%	0.80%
1.73%	1.39%	1.09%
2.02%	1.60%	1.32%
0.00%	0.00%	0.00%
3.34%	3.34%	0.00%
2.15%	2.15%	0.00%

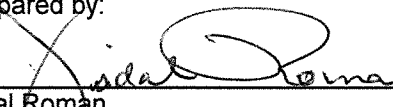
Total Interest Earned for Period
Total Interest
Average Return
Benchmark - 4 week T-Bill Rate
Weighted Average Maturity (Days)

\$ 74,612.08	\$ 55,785.75	\$ 41,733.49
1.13%	1.01%	0.92%
2.18%	2.43%	1.29%
5.85	7.50	1.00

Total Interest Earned Year to Date **\$ 172,131.32**

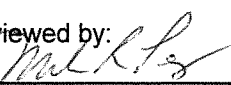
This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:


Vidal Roman
Finance Director

8-23-19
Date

Reviewed by:


Mike R. Perez
City Manager

8-23-19
Date



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2752	
From:			
Subject: Discussion and consideration to interview a short list for Engineering Design Services from the Request for Qualifications #2018-19-16 for consulting services to prepare design for the Pleasantview & 11th Street Drainage Project, Project #6 of the City of Weslaco Master Drainage Plan. Possible action. (Staffed by Engineering.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Benjamin Worsham		Created/Initiated	
Benjamin Worsham		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 3, 2019		Agenda Item No. (to be assigned by CSO): 2019-2763	
From:			
Subject: Discussion and presentation of interior colors as presented by Alvarado Architects for the North Side Fire Station Project. (Staffed by Airport.)			
Background: Alvarado Architects will be presenting the flooring samples, interior color samples, counter top samples, and remaining interior selections for your review and approval.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			

August 2019
Weslaco Area Chamber of Commerce
Destination Marketing Report

August Advertising		
Item	Description	Cost
Mexico Advertising	AIM Media landing pages (May-Sept)	\$7,025.00
Mexico Advertising	De Shopping-Back to School	\$500.00
Airport Campaign	AIM Media (landing page, May-Sept)	\$3,750.00
Total:		\$11,275

Business, Visitor & Events Center	
Approximate # of Guests	262
Early Voting & Election Day	665
In State Visitors	16
Out of State visitors	2
Total:	945

**total of 12 facility reservations (conference center/board room)*

Other:

- Draft BVEC annual report, includes total reach per campaign
- **Weslaco Business Expo & Job Fair, September 6, 2019** in partnership with Workforce Solutions, and sponsored by Weslaco EDC and City of Weslaco
 - o Where: Business Visitors and Event Center
 - o When: Sept. 6, 2019 @9AM-1PM
 - o Over 30 business registered!



**DESTINATION MARKETING & VISITORS CENTER
ANNUAL REPORT
OCTOBER 2018-SEPTEMBER 2019**

*The Weslaco Visitors Center is
managed by the Weslaco Area
Chamber of Commerce.*

956-968-2102
www.weslaco.com

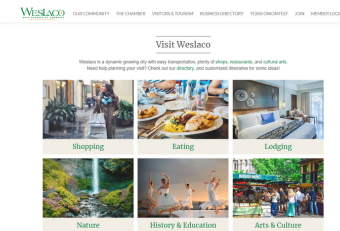
WESLACO 
AREA CHAMBER *of* COMMERCE
AND VISITORS CENTER

DESTINATION MARKETING



GENERAL ADVERTISING

Partnership with Discover South Texas, with over 90,000 impressions. Membership with THLA for support of Hoteliers. Literature printing and advertisement of Onion Fest!



WINTER TEXAN ADVERTISING



FLYER DISTRIBUTION

30,000

Distribution of Welcome Home RGV Magazine, Visitor Guide

WINTER TEXAN TIMES

35,000

Distribution of Winter Texan Times, Directory delivered to RV Parks and throughout the RGV

EXPO/TRADE SHOWS

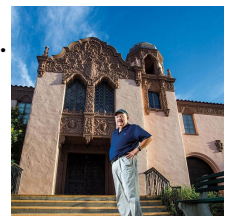
9,700

People reached via table displays at Welcome Home RGV Winter Texan Expo 01/14-15/2019. McAllen Expo.

NATURE TOURISM



Partnership with Texas Birding Co-Op (membership dues), Hosted Travel Writer Cynthia Drake (who also did a feature on local historian and featuring Weslaco). Digital Billboard at Harlingen Airport featuring all 3 nature sites.



For more information contact 956.968.2102 or visit www.weslaco.com

DESTINATION MARKETING



PIENSA EN
WESLACO



956) 968-2102 • weslaco.com • chamber@weslaco.com



MEXICO ADVERTISING

FLYER DISTRIBUTION

13,000

Flyers distributed at International Bridge, Hidalgo/Anzalduas

TARGET DISPLAY CLICKS

16,402

Target Display clicks highlight actual ad clicks.

DIGITAL LANDING PAGE

3,019,391

AIM Media Landing page targeted to Mexican Nationals to bring in retail shoppers, this highlights total impressions.

TEXAS DOMESTIC

BILLBOARDS



1,770,660

Number of Impressions made utilizing Billboards, average traffic per Billboard is 100,000



GEOFENCING CAMPAIGN

195,813

Geofencing to traced areas developing a conversation zone.

CITY PROMOTIONS

AIRPORT CAMPAIGN



888,653

Target impressions for promotion of Weslaco Airport in Houston, Austin, San Marcos and Monterrey, via landing page.

WE GOT THIS CAMPAIGN

4,803

campaign was launched in July via a series of videos.



For more information contact 956.968.2102 or visit
www.weslaco.com

BUSINESS VISITORS & EVENT CENTER OPERATIONS



VISIT WESLACO TODAY!

Funding from hotel occupancy taxes supports the daily operation of the Weslaco Business, Visitors & Event Center.

Categories include:

Convention Sales & Service/Trade Shows

- Meetings & Promo items-includes Weslaco Pins, pens, Media Wall, lanyards.
- Trade Shows-McAllen, Harlingen

Operations/Staff/Staff Development

- **Rent** to cover costs of the facility (paid by Chamber of Commerce and Hotel Motel Tax)
- **Membership Dues** to include Texas Travel Information Association, Texas Association of Convention & Visitors Bureaus, and Texas Hotel and Lodging Association
- **Staff Development** to include training and workshops with associating memberships.
- **Salaries** includes wages and benefits for Visitors Center Director.



TOTAL VISITORS 18-19

17,283

Data reflects reported numbers to
TxDOT to date. October-July

IN STATE/OUT OF STATE VISITORS 18-19

16,246/1,025

Data reflects reported numbers to
TxDOT to date. October-July



For more information contact 956.968.2102 or visit
www.weslaco.com

WESLACO BUSINESS EXPO & JOB FAIR

FRIDAY, SEPT. 6, 2019 9 AM - 1 PM
Weslaco Business Visitor & Event Center

ON-SITE INTERVIEWS

DCOMM

Kumori Sushi & Teppanyaki
Woodcrafters

Aflac - Regional Office

Bert Ogden

Black Turtle Services

CAPA

Chick-fli-A

Domino's Pizza

Gorditas Doña Tota

H&R Block

JPO Wash Systems

IDEA Transportation

Maximus

MMC Group

O'Reilly Auto Parts

Schneider

South Texas Federal Credit Union

South Texas Health System

Spherion Staffing Services

Texas Department of Public Safety

Ticketmaster

TNI Transportation

Toyota Motor Manufacturing - SA

TTEC

U.S. Border Patrol

U.S. Census Bureau

U.S. Customs & Border Protection

Walmart

WellMed Clinic - Weslaco

THIS JOB FAIR IS BROUGHT TO YOU BY:





THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

August 28, 2019

Grand Opening at the Mid Valley Industrial Park

Ci Logistics had a Grand Opening on August 16th marking the day that their 200,000 sq. ft. and 82,500 sq. ft. facilities is open for cotton warehouse. Cotton is stored in the building already. Rep. Armando “Mando” Martinez, Sen. Eddie Lucio Jr., Priscilla Duran, of the Governors Office were on the agenda.

AMHPAC Conference in Mexico with the Texas International Produce Association

Staff is attending this conference to meet with prospect within the produce industry to market Weslaco as a cold storage destination and will be part of the 12th Issue of AMHPAC’s annual event.

The Annual InterFace DFW Industrial Conference

Staff will attend the conference that explore the latest trends in leasing, management and operations, as well as economic and demographic trends that impact the industrial real estate market in Texas. Developers and site consultants will be a part of this event.

Alfresco Weslaco

The first event was “Back to School Bash” on August 15, 2019 in Downtown Weslaco. Backpack Sponsors were: LNR Apartments, Dance Time, State Farm Agent Julian Garza, Rocky Mountain Chocolate Factory, Cisneros Fine Jewelry, RK Homes LLC, Cricket Wireless, Westgate Meat Market, and L&G Engineering.

The band, The Lost Puppies, was very popular with the audience they even responded to an encore. Weslaco ISD had a “Spirit Night” and Weslaco High School and Weslaco East had both bands, drum-lines, cheer and dance times during event.

Thank you to the City of Weslaco Park and Recreation and Public Work Departments for being a HUGE part of planning and helping the event go off without any problems.

Summary of Leads List

Staff is working a total of 61 leads.

2016/2017 TOTAL WINS	14 WINS	JOBS: 296	CAPITAL INVEST. \$15,302,638
2017/2018 TOTAL WINS	23 WINS	JOBS: 266	CAPITAL INVEST. \$31,083,199
2018/2019 Partial WINS	17 WINS	JOBS: 136	CAPITAL INVEST. \$ 8,822,211

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www.weslacoedc.com