



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 1, 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, October 1, 2019 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on September 3, 2019.
(Staffed by City Secretary's Department.) Attachment

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

- 1) Approval on Ordinance 2019-37 to rezone 2949 & 2941 N. Texas. also being Lot C1& C2, Apostolic Assembly Church Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. (First reading held September 17, 2019; staffed by Planning and Code Enforcement Department.) Attachment
- C. Approval on the annual acceptance of donated monies and gifts from local vendors and/or the public for library programming within Fiscal Year 2019–2020 and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment
- D. Approval to authorize staff to solicit Request for Qualifications regarding the City of Weslaco Alton Landfill Post-Closure Care Monitoring and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment
- E. Approval to use Court Technology Funds to pay the yearly Maintenance Fee for Court Case Management, Police (non-Incode interface to Court), and AcuCorp Run Time for Municipal Court in an amount not to exceed \$11,175.81 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.) Attachment
- F. Approval on revised contract with the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code on Interlocal Cooperation Contract for the Failure to Appear Program and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration on Resolution 2019-69 appointing two members to expired terms on the Board of Adjustments and Appeals to the Zoning-Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration on Resolution 2019-70 appointing one member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department and Public Works Department.) Attachment

V. OLD BUSINESS

- A. Discussion and consideration on Ordinance 2019-38 for the Voluntary Annexation of Garcia Oak Estates Subdivision – being a 2.15 acre tract of land out of Farm Tract 646, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 3055 ft South of Bus 83 along Milanos Rd and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-38. Possible action. (This item was tabled September 17, 2019; staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration on request from Total Commitment Construction for funds not to exceed \$100,000.00 for completion of the Pleasant View sewer line improvements project (Lift Station #27) and authorize the Mayor to execute any related documents. Possible action. (This item was tabled August 20, 2019; staffed by Engineering Department.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2019-41 amending the Master Fee Schedule with respect to Vitals Statistics fees, Fire/EMS fees, Library fees, Planning/building fees and Police fees, and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-41. Possible action. (Staffed by Finance Department.) Attachment
- B. Discussion and consideration to accept, open, award or reject the sole bid received for Flap Gates (RFB No.: 2018-19-18) and alternate bid of Flap Gate Installations and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)
- C. Discussion and consideration to accept, open, award or reject sole bid received for Fill Dirt Sale (RFB No.: 2018-19-17) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)
- D. Discussion and consideration to select a firm from the Request for Qualifications #2018-19-16 for Pleasantview and 11th Street Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)
- E. Discussion and consideration to award the best qualified, most advantageous respondent to the Request for Proposal for Municipal Audit Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment

VII. REPORTS

- A. Report by Weslaco Area Chamber of Commerce.

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

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for proposed development of property legally described as the West Tract N-820.04'-Farm Tract 13, Weslaco, Hidalgo County, Texas located on Mile 3 1/2 West, as authorized by section §551.087 of the Texas Local Government Code.
- C. Consultation – Consultation with City Attorney on negotiated agreement relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. 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 27th day of September 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: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2787	
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		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar, Open Door 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 updated 2019 election			
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
Adrian Farias, 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: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2792	
From:			
Subject: Approval of the Minutes of the Regular Meeting on September 3, 2019. (Staffed by City Secretary's Department.) Attachment			
Background: Record of commission action on September 3, 2019.			
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	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 190903minutes			
Responsibilities upon Approval:			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 3, 2019**

On Tuesday, September 3, 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	David Suarez
	Mayor Pro Tem	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	Josh Pedraza
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
ABSENT:	None	
STAFF:	City Manager	Mike Perez
	Deputy City Secretary	Aida Vega
	City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Molly Vallejo, Secretary; Andrew Munoz, Assistant City Manager/Airport Director/Asst. City Manager, Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Eduardo Gill, Interim 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; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, August 30, 2019.

B. Invocation.

Pastor Joey Aguilar, First Baptist Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Aida Vega, Deputy City Secretary, called the roll, noting the absence of Mayor Pro Tem Kerr and Commissioner Muñoz at the time of roll call and a quorum present.

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.)

Aida Vega, Deputy City Secretary, recommended approval of the official canvass report as prepared and submitted from the Hidalgo County Elections Department for the Run-Off Special Election held August 27, 2019 as well as Resolution 2019-63 that Adrian Farias was elected to the position of Commissioner Single Member District 4 for an unexpired term.

Commissioner Lopez, seconded by Commissioner Pedraza moved to approve the official canvass report and Resolution 2019-63 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

B. Conduct Oath of Office and file Statement of Elected Officer.

Commissioner Adrian Farias took his Oath of Office, tendered his Statement of Elected Officer for public file and addressed the audience, expressing appreciation for the opportunity to serve, thanking his family and friends and ready to work the commission. Mayor Suarez recessed the meeting at 5:35 p.m. for a brief reception.

Mayor Suarez reconvened the regular meeting at 5:55 p.m. Mayor Pro Tem Kerr in attendance and Commissioner Farias.

III. PUBLIC COMMENTS

Antonio Lopez, Emergency Operations Manager, gave a status of the impending weather; Emergency Operation Center activated; drainage inlets being checked and cleaned; assets deployed (pumps) and self-filled sandbag available at Mayor Pablo Pena Park.

IV. PUBLIC HEARING

At 6:01 p.m. Mayor Suarez opened the public hearing to the public.

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).

Vidal Roman, Finance Director, stated this was the first public hearing of two required pursuant to the Texas Tax Code Section 26.05(d).

No other comments received.

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.

None.

At 6:06 p.m. Mayor Suarez closed the public hearing.

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.)

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.)

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.)

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.)

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.)

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.)

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.)

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.)

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.)

Commissioner Muñoz, seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried; Mayor Suarez was present and voting.

For the record following are the ordinance(s)

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.

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;

HENCE, 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.

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
/s/David Pro Tem Kerr, MAYOR

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

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

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.)

Joe Pedraza, Health Official, recommended re-appointment of Maria Cisneros who expressed interest in continuing to serve.

Commissioner Pedraza, seconded by Mayor Pro Tem Kerr, moved to approve Resolution 2019-64 re-appointment of Maria Cisneros as presented. The motion carried; Mayor Suarez was present and voting.

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 Maria Cisneros is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on the 4th day of October 2021.

PASSED AND APPROVED on this 3rd day of September, 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

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.)

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

Juan E. Gonzalez, City Attorney, noted previous commission action requested an opinion regarding the passage of Ordinance 2018-21 that amended the subdivision regulation requirements for drainage events based on a fifty-year storm stating staffs position was enforcement to “all development” as stated in the ordinance would need to comply with a fifty-year storm detention and compliance with Section 26-34 Existing facilities. The City Attorney stated based on his review of the ordinance, case law, federal and state statues as well as Attorney General Opinions the recommendation is the wording for “all developments” be changed to “new developments” and deleting Section (d) Existing facilities in its entirety. Staff agrees with the recommendation.

In response to Mayor Pro Tem Kerr and Mayor Suarez, the changes would be retroactive and passage on first reading could be done contingent to the amendments noted by the City Attorney and an Ordinance 2019 presented to the commission for final approval.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve on first reading an ordinance amending Ordinance 2018-21 subject to changes as presented. The motion carried; unanimously; Mayor Suarez was present and voting.

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:

The City Manager stated business owners were notified with one business expressing concerns and the Texas Department of Transportation would need to approve closure of Texas Boulevard.

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.)

The City Manager stated business owners were notified with one business expressing concerns and the Texas Department of Transportation would need to approve closure of Texas Boulevard.

Mark McCaleb stated in speaking with staff closure of Texas Boulevard could be Saturday the 7th at 6am as the parade begins at 10am; all main attractions/events were being moved to Kansas Ave. and closure of the parking garage will have availability of parking for staff, volunteers and participants of the celebration. The committee is evaluating Illinois as a one-way street going South for two days and maybe requesting this later.

In response to the Mayor and Commission; Wells business was concerned with the closure of Texas Boulevard; closure of the streets is for staging and safety purposes; TxDOT indicated approval from the City and a traffic control plan for Texas Boulevard is required; businesses would have access to parking. Festivities will begin after the parade and coordinating shuttle services for the public and shoppers with Valley Metro (ADA accessible) and could utilize parking lots from STC, City Hall and the LRGDV. Chief Rivera stated they will be meeting to discuss the traffic control plan and waiting for final itinerary of events. Mr. McCaleb stated they will have additional security officers as necessary.

Commissioner Rodriguez seconded by Commissioner Farias moved to approve the request from the Weslaco Centennial Committee for closure of the streets as presented beginning 6:00p.m on Friday, December 6 to midnight on December 8, 2019. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve.

The City Manager recommend the nomination of Joe Olivarez who has expressed interest, is a local business owner and Chairman of the Weslaco Economic Development Corporation. The Hidalgo County Appraisal District will then submit to the entities a ballot to cast their allotted votes for the candidate of their choice.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez amended the motion and nominated Joe Olivarez.

The original motion to approve Resolution 2019-65 carried unanimously; Mayor Suarez was present and voting.

For the record following is the resolution.

RESOLUTION 2019-65

RESOLUTION NOMINATING A CANDIDATE TO HIDALGO COUNTY APPRAISAL 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 Joe Olivarez 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 Joe Olivarez 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
/s/David Pro Tem Kerr, MAYOR

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

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

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.)

Rebekah de la Fuente, Assistant Planning Director, stated Valley Baptist Micro Hospital Subdivision was recorded with a 15' utility easement dedicated around the entire subdivision and

20' drainage utility easement along north east corner of the property. The dedicated utility easement does not allow a practicable location for a sign and owner is requesting an exemption. Staff recommends compliance to the ordinance. The City Manager recommends approval.

In response to Mayor Suarez; no other utilities located in the easements they are dedicated solely to the City; in response to Commissioner Pedraza owner responsible for re-placement of the sign in the event the City needs it removed and aware of this.

Mayor Pro Tem Kerr, seconded by Commissioner Pedraza moved to approve the placement of a 50' pylon sign within an existing 20' utility easement located at 1021 W Interstate 2 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Commissioner Rodriguez abstained from vote and discussion and filed a conflict disclosure.

Rebekah de la Fuente, Assistant Planning Director, stated the applicant obtained a conditional use permit and by ordinance if permit is not used within 6 months it nullifies. Applicant began remodeling and needs more to time for completion; if not granted applicant will need to re-apply. Staff recommends approval for a six-month extension stating any stipulations and terms of the original conditional permit granted remain in place.

In response to Mayor Suarez, applicant stated parking is available through an agreement with IBC Bank to allow use of their property if needed; occupancy is thirty with business hours from 5pm-12midnight. Mayor Suarez recommended the agreement with IBC Bank for parking is on file.

Commissioner Pedraza seconded by Mayor Pro Tem Kerr moved to approve a Six-month extension on the Conditional Use Permit as presented. The motion carried; Commissioner Rodriguez abstained; Mayor Suarez was present and voting.

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.)

Vidal Roman, Finance Director, submitted the quarterly report ending June 30, 2019, and recommended approval to accept and file. The City Manager stated the investments is in full compliance with the investment policy and state laws; the Investment Policy will be reviewed for any changes if necessary.

In response to Commissioner Lopez, the investment rates listed are for 2019 not 2018; correction will be made.

Commissioner Pedraza seconded by Commissioner Lopez moved to accept and file the Quarterly Investment Report ending June 30, 2019 with correction of interest rates to indicate 2019 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day and introduced item G with no objection.

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

Commissioner Pedraza, seconded by Commissioner Lopez, moved to discuss.

Eli Alvarado, Alvarado Architects, presented the interior colors for flooring, base paints, windows and laminates; have been in discussions with staff overlooking the color schemes for consideration. The consensus from the commission and Fire Chief were the green color tones.

Commissioner Lopez seconded by Commissioner Pedraza moved to select the green colors. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Muñoz in attendance.

IX. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

Barbara Jean Garza, CEO, went over advertising expenses that included landing pages with AIM Media for Mexico Advertising and Airport; visitors for the month totaled 945 includes in and out-of-state, early voting and election day; twelve facility reservations; working on draft annual report and Weslaco Business Expo & Job Fair scheduled for September 6, 2019 in partnership with Workforce Solution from 9am-1pm at the Business Visitors and Event Center.

B. Report by Economic Development Corporation of Weslaco.

Steve Valdez, Economic Development Director, reported on grand opening of CiLogistics; UTRGV CIC audit to be submitted by the end of July for review with a walk through done on July 26 for a final warranties list; working on budget for next fiscal year and summary leads totaled 61.

C. Report by Inframark.

Lucio Garza, Supervisor Inframark, reported 6.99 million gallons of water treated at water plant; no violations; North wastewater plant 2.2 million gallons water treated, clarifier rehab done and no violations; South Wastewater Plant treated 1.6 million gallons of water treated; clarifier gearbox repairs done and no violations.

Mayor Suarez changed the order of the day and introduced item F with no objection.

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.)

Commissioner Pedraza seconded by Commissioner Lopez moved to discuss.

Benjamin Worsham, City Engineer, stated staff ranked and scored those engineering firms responding to the request for qualifications (eighteen) and requested a recommendation from the commission for a short list of firms and conduct interviews.

In response to Commissioner Muñoz, Benjamin stated the ranking criteria was part of the request for qualifications; the City Manager stated there were some firms who may not have ranked high as a result of their response to the request of qualification. It is the commissions discretion on the selection of the firms for interview. The City Manager recommended a fifteen-minute presentation to include questions and answers and once a firm is selected staff negotiations fee.

Commissioner Muñoz recommended the top five be interviewed except four moving up number six; Commissioner Lopez recommended to interview the top six that represents a third of the list to include number four; Mayor Pro Tem Kerr voiced one through six to include four.

Commissioner Muñoz seconded by Commissioner Pedraza moved to interview the top seven except number four as presented. The motion carried; Mayor Suarez was present and voting (4 ayes and 3 nays)

X. EXECUTIVE SESSION

At 7:13 p.m. Commissioner Muñoz, seconded by Commissioner Rodriguez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:44 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

XI. 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.

XII. ADJOURNMENT

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz moved to adjourn the meeting at 7:45 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

MAYOR PRO-TEM, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2737	
From: Benjamin Worsham			
Subject: Approval on Ordinance 2019-37 to rezone 2949 & 2941 N. Texas. also being Lot C1& C2, Apostolic Assembly Church Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district and authorize the Mayor to execute any related documents. (First reading held September 17, 2019; staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Twenty-five (25) property owners within 200 feet of the applicant's property were notified by letter on August 23, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on August 19, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request on September 4, 2019.			
Aida Vega Benjamin Worsham Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on the 2040 Land Use Map.			
Attachments, if any: rez-00019 - attachments, 2949 & 2941 N Texas- Aerial, O2019-37 rezone 2941 and			

2949 N. Texas
Responsibilities upon Approval: Staff will advise 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. Rez 19-00019

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot C1 & C2 Block Farm Tract 115

Subdivision Name APOSTOLIC ASSEMBLY CHURCH SUBDIVISION 2949 & 2941 N Texas
C1 C2

Street Address 200 W

Existing Zoning R1 Existing Land Use Vacant

Proposed Zoning B2 Proposed Land Use _____

5 \$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 Herman Mender Phone 596-376

Address 512 Hidden Trace Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: p.hermanmender@yahoo.com

OWNER

Name Same 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 Herman Mender Date 7/23/19
Owner

Signature _____ Date _____
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

Date _____

Presented to P & Z Commission

Approved _____ Disapproved _____ Tabled _____

Date _____

Presented to City Commission

Approved _____ Disapproved _____ Tabled _____

Date _____

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

August 23, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 4, 2019, for the Planning and Zoning Commission and on or before September 17, 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:

Herman Mendez is requesting to rezone 2949 and 2941 N. Texas. Also being Lot C1 & C2, Apostolic Assembly Church Amended Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 Secondary highway business district.

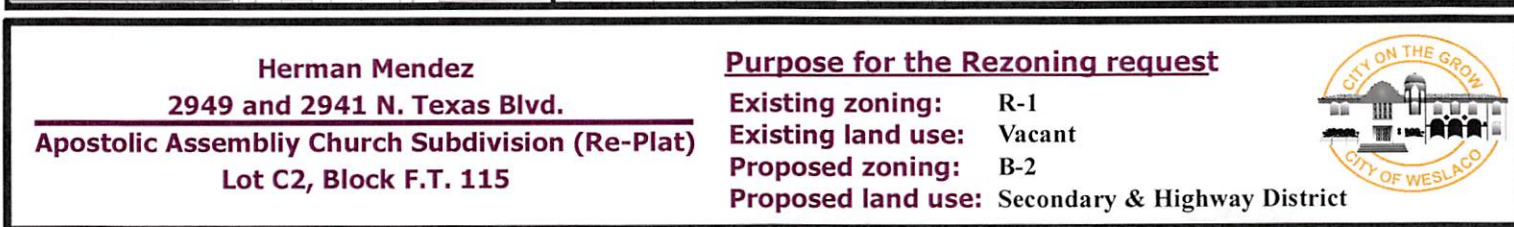
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

Rebekah de la Fuente, CFM
Assistant Planning Director





AUG 22, 2019

AGUILERA REAL ESTATE HOLDI 920 S CLOSNER BLVD EDINBURG TX 78539-5617	A1311-02-000-000A-00 AGUILERA MEDICAL PLAZA NO. 2 LOT A 2990 N TEXAS BLVD	L: 396500 B: 813092
OCANAS JOSE G & MARIA 2921 N TEXAS BLVD WESLACO TX 78599	T1250-00-001-0001-00 TEJAS CUATRO LOT 1 & LOT 2 BLK 1 2921 N TEXAS BLVD	L: 95392 B: 112301
CARR JOHN L & LINDA K 202 AUSTIN ST WESLACO TX 78599-9785	T1250-00-001-0003-00 TEJAS CUATRO LOT 3 BLK 1 202 AUSTIN ST	L: 22680 B: 105258
JUAREZ JULIO C & MARIA S 206 AUSTIN ST WESLACO TX 78599-9785	T1250-00-001-0004-00 TEJAS CUATRO LOT 4 BLK 1 206 AUSTIN ST	L: 22680 B: 48574
GOMEZ GERARDO JR 2509 S LANE DRIVE WESLACO TX 78599	T1250-00-001-0005-00 TEJAS CUATRO LOT 5 BLK 1 210 AUSTIN ST	L: 22680 B: 0
VARELA ALFREDO 214 AUSTIN ST WESLACO TX 78599	T1250-00-001-0006-00 TEJAS CUATRO LOT 6 BLK 1 214 AUSTIN ST	L: 22680 B: 59402
TEJAS BLDG & DEV INC 2401 E EXPRESSWAY 83 WESLACO TX 78599	T1250-00-002-0001-00 TEJAS CUATRO LOT 1 BLK 2 2901 AUSTIN ST	L: 89440 B: 57538
TREVINO ERIKA 117 AUSTIN ST WESLACO TX 78599	T1250-00-002-0002-00 TEJAS CUATRO LOT 2 BLK 2 117 AUSTIN ST	L: 22680 B: 104103
TREVINO ERIKA 117 AUSTIN ST WESLACO TX 78599	T1250-00-002-0003-00 TEJAS CUATRO LOT 3 BLK 2 121 AUSTIN ST	L: 22680 B: 0
VASQUEZ CAROLINA 2401 S GEORGIA AVE WESLACO TX 78596	T1250-00-002-0004-00 TEJAS CUATRO LOT 4 BLK 2 201 AUSTIN ST	L: 22680 B: 0
RODRIGUEZ CRISTELA 101 S PALMAS ST WESLACO TX 78596-5929	T1250-00-002-0005-00 TEJAS CUATRO LOT 5 BLK 2 205 AUSTIN ST	L: 22680 B: 0
GARZA CARLOS I PO BOX 6105 MCALLEN TX 78502-6105	W3800-00-108-0000-01 WEST TRACT-E660'-N165'-S495' FT 108 2.50AC 0	L: 0 B: 0

AUG 22, 2019

COLUMBUS CLUB OF WESLACO 850 S IOWA AVE WESLACO TX 78596-7038	W3800-00-108-0000-02 WEST TRACT-THE WEST 2.5 ACRES OF THE NORTH 5 ACRES OF THE SOUTH 0	L: 20500 B: 82780
ARRIAGA CLARA LUZ 517 S 6TH ST DONNA TX 78537-3126	W3800-00-116-0000-01 WEST TRACT 1AC-N10AC FT 116 2719 N TEXAS BLVD	L: 217800 B: 25435
APOSTOLIC ASSEMBLY OF THE FAITH IN CHRIST JESUS PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-0001-00 APOSTOLIC ASSEMBLY CHURCH LOT 1 2941 N TEXAS BLVD	L: 165165 B: 0
FISCAL ALMA DELIA 200 NORTHCROSS LN WESLACO TX 78599-8723	N4490-00-000-0001-00 NORTHCROSS LOT 1 0	L: 22680 B: 79820
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0002-00 NORTHCROSS LOT 2 0	L: 22680 B: 0
SCOTT STEVEN 207 NORTHCROSS AVE WESLACO TX 78599-8724	N4490-00-000-0029-00 NORTHCROSS LOT 29 0	L: 22680 B: 73770
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0030-00 NORTHCROSS LOT 30 0	L: 22680 B: 0
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0031-00 NORTHCROSS LOT 31 0	L: 22680 B: 0
VALERO ORLANDO & NANCY A 201 NORTHCROSS LN WESLACO TX 78599-8724	N4490-00-000-0032-00 NORTHCROSS LOT 32 0	L: 22680 B: 78012
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-00C1-00 NORTHCROSS LOT C1 0	L: 166440 B: 0
GARCIA JUAN M DBA JJ HOME 2025 W MILE 11 N WESLACO TX 78599-1685	N4490-00-000-00C2-00 NORTHCROSS LOT C2 0	L: 99864 B: 0
APOSTOLIC ASSEMBLY OF THE PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-00C1-00 APOSTOLIC ASSEMBLY CHURCH LOT C1	L: 166399 B: 0

AUG 22, 2019

APOSTOLIC ASSEMBLY OF THE

A5508-00-000-00C2-00

L: 166399

APOSTOLIC ASSEMBLY CHURCH LOT C2

PO BOX 1894

B: 0

WESLACO TX 78599-1894

TAX RECEIPT

Rez 19-00019



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

Certified Owner:

APOSTOLIC ASSEMBLY OF THE
 FAITH IN CHRIST JESUS
 PO BOX 1894
 WESLACO, TX 78599-1894

Legal Description:

APOSTOLIC ASSEMBLY CHURCH LOT C2

Parcel Address: 0 TEXAS BLVD

Legal Acres: 0.7640

Deposit No: EL1901693A
 Validation No: 900000054759602

Account No: A5508-00-000-00C2-00
 Operator Code: JOSEPH93

Remit Seq No: 39940664
 Receipt Date: 01/16/2019
 Deposit Date: 01/16/2019
 Print Date: 01/16/2019 10:23 AM
 Printed By: JOSEPH93
 Appr. Dist. No.: 1125949

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2018	Hidalgo County	TL	166,399	0.580000	965.11	0.00	0.00	965.11
2018	Drainage Dist #1	TL	166,399	0.095100	158.25	0.00	0.00	158.25
2018	City Of Weslaco	TL	166,399	0.666700	1,109.38	0.00	0.00	1,109.38
2018	Weslaco Isd	TL	166,399	1.159700	1,929.73	0.00	0.00	1,929.73
2018	South Texas Isd	TL	166,399	0.049200	81.87	0.00	0.00	81.87
2018	South Texas College	TL	166,399	0.178000	296.19	0.00	0.00	296.19
					<u>\$4,540.53</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,540.53</u>

C1 & C2.

Total \$ 9,081.06

CK # 4436

1/16/19

Check Number(s):
 4436

PAYMENT TYPE:

Checks: \$4,540.53

Exemptions on this property:

Total Applied: \$4,540.53
 Total Tendered: \$9,081.06
 (for accounts paid on 01/16/2019)
 Change Paid: \$0.00

PAYER: 26924521
 APOSTOLIC ASSEMBLY CHURCH
 TAX EXEMPT#95-6087955
 PO BOX 1894
 WESLACO, TX 78599

RECEIVED

JUL 25 2019

Planning &
 Code Enforcement Dept.

TAX RECEIPT



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

Certified Owner:

APOSTOLIC ASSEMBLY OF THE
FAITH IN CHRIST JESUS
PO BOX 1894
WESLACO, TX 78599-1894

Legal Description:

APOSTOLIC ASSEMBLY CHURCH LOT C1

Parcel Address: 0 TEXAS BLVD

Legal Acres: 0.7640

Deposit No: EL1901693A
Validation No: 900000054759602

Account No: **A5508-00-000-00C1-00**

Operator Code: JOSEPH93

Remit Seq No: 39940664

Receipt Date: 01/16/2019

Deposit Date: 01/16/2019

Print Date: 01/16/2019 10:23 AM

Printed By: JOSEPH93

Appr. Dist. No.: 1125948

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2018	Hidalgo County	TL	166,399	0.580000	965.11	0.00	0.00	965.11
2018	Drainage Dist #1	TL	166,399	0.095100	158.25	0.00	0.00	158.25
2018	City Of Weslaco	TL	166,399	0.666700	1,109.38	0.00	0.00	1,109.38
2018	Weslaco Isd	TL	166,399	1.159700	1,929.73	0.00	0.00	1,929.73
2018	South Texas Isd	TL	166,399	0.049200	81.87	0.00	0.00	81.87
2018	South Texas College	TL	166,399	0.178000	296.19	0.00	0.00	296.19
					\$4,540.53	\$0.00	\$0.00	\$4,540.53

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PAYER: 26924521
APOSTOLIC ASSEMBLY CHURCH
TAX EXEMPT#95-6087955
PO BOX 1894
WESLACO, TX 78599

RECEIVED

JUL 25 2019

Planning &
Code Enforcement Dept.

2949 & 2941 N Texas

Rezone Request R-1 to B-2

Legend

88

Northcross Ave

Texas Blvd N

Austin St

N Illinois Ave

W Merida St

Google Earth

© 2018 Google
© 2018 INEGI



700 ft



ORDINANCE NO. 2019-37

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2949 & 2941 N. TEXAS ALSO BEING LOT C1& C2, APOSTOLIC ASSEMBLY CHURCH AMENDED SUBDIVISION, 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 2949 & 2941 N. Texas also being Lot C1& C2, Apostolic Assembly Church Amended Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of September, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of October, 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: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2017-1232	
From: Arnold Becho			
Subject: Approval on the annual acceptance of donated monies and gifts from local vendors and/or the public for library programming within Fiscal Year 2019–2020 and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The Mayor Joe V. Sanchez Public Library would like to request permission to apply all monetary donations solicited for library programming to the Library Programming Budget line item. The funds received will be used with reasonable respect to the intentions of the donors. Gift donations for library programming will be used as incentives for reading and participation. Predominant among library programming are our annual SRP and WRP. This request asks for permission to solicit gifts for those programs as well as other library programming that may take place throughout the year.			
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: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	
Sonia Flores		Approved	
Vidal Roman		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: memo - Accept donations for Library programming FY 2019-20			
Responsibilities upon Approval:			

Solicitation of donations by the library.

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
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

September 10, 2019

To: David Suarez, Mayor; Greg Kerr, Mayor Pro-Tem; Leo Muñoz, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman
Fr: Arnoldo Becho, Library Director
Re: Request to approve acceptance of donated monies and gifts for library programing

Annually the Library conducts literacy programing for the local community. This includes the popular Summer Reading Program and Winter Reading Program. The goal of library programing is to motivate children to read for enjoyment and to promote life-long literacy habits. A big part of our program is the incentives we are able to offer due to the generosity of the public and local businesses. The gifts and monetary donations they provide go to prizes and amenities that serve to motivate children to attend more programs and read more books. Last year we read a record number 11,000 books thanks to the help of this initiative.

The agenda item in question allows the library to receive donations and use them for library programing. All monetary donations solicited for library programing are applied to the library programing budget line item and spent directly on library programing. The funds received are always used with reasonable respect to the intentions of the donors. Gift donations for library programing are used as incentives for reading and participation. This action directly leads to greater participation within library programs and is strongly supported by library staff.

This program is an excellent public service we are happy to have the opportunity to provide to our customers. 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

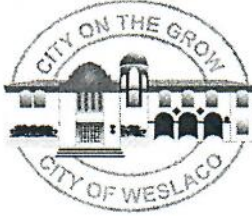


Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2823	
From:			
Subject: Approval to authorize staff to solicit Request for Qualifications regarding the City of Weslaco Alton Landfill Post-Closure Care Monitoring and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: Current 4-Year contract with Raba-Kistner will expire on October 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):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Raba Kistner Contract			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

CERTIFICATE

I, Elizabeth M. Walker, Assistant City Manager/City Secretary of the City of Weslaco, Texas,
DO HEREBY CERTIFY, that the Weslaco City Commission at their Regular Meeting of
October 18, 2016 approved the following agenda item(s) under: **VII. NEW BUSINESS:**

- J. Proposal PSF16-341-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$189,900.00, for the four-year Landfill Post-Closure Care Monitoring as stated on RFP 2015-16-13.

Such action of the Weslaco City Commission will be recorded in Volume 51 of the Weslaco Minute Book. *No ordinance is attached to this certificate.*

DATED this 24th day of October 2016.

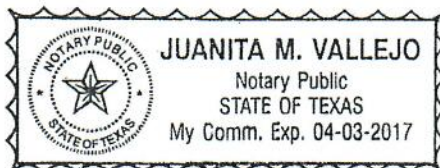
CITY OF WESLACO

Elizabeth M. Walker
Assistant City Manager/City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 24th day of October 2016 and that the above facts are true and correct to the best of her knowledge.

Juanita M. Vallejo, Notary Public
My Commission expires: 4/03/2017



STATE OF TEXAS



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured, builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

TABLE 1 -- COST COMPARISON

PROJECT: Proposal to Conduct 4-year Landfill Post Closure Care Monitoring

SITE: Closed City of Weslaco Landfill -- MSW Permit No. 258

Alton, Hidalgo County, TX

PROPOSAL NO. PSF16-341-00

DATE: 09/13/16

CLIENT CONTACT: Mr. Pete Garcia, Jr., Public Works Director

CLIENT: City of Weslaco

2012 PROJECT TOTAL \$211,097.50

2016 PROJECT TOTAL \$189,845.50

2012 Contract					2016 Contract		
TASK	DESCRIPTION	RATE	UNITS	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.0 Semi-Annual Groundwater Sampling (8 Events)							
	Sr. Project Manager/Sr. Environmental Geologist	170.00	/hr	64.00	\$10,880.00	40.00	\$6,800.00
	Staff Engineer	185.00	/hr	26.00	\$4,810.00	8.00	\$1,480.00
	Technician/Environmental Professional	80.00	/hr	360.00	\$28,800.00	324.00	\$25,920.00
	CADD/GIS Technician	75.00	/hr	64.00	\$4,800.00	60.00	\$4,500.00
	Project Administrator	70.00	/hr	32.00	\$2,240.00	9.00	\$630.00
	Clerical	65.00	/hr	16.00	\$1,040.00	6.00	\$390.00
	Field Supplies	50.00	/day	8.00	\$400.00	8.00	\$400.00
	Equipment Truck	75.00	/day	8.00	\$600.00	8.00	\$600.00
	55-Gallon Drums	45.00	/ea	3.00	\$135.00	3.00	\$135.00
	Water Quality Meters	250.00	/ea	8.00	\$2,000.00	8.00	\$2,000.00
	Landfill Gas Meter	350.00	/ea	8.00	\$2,800.00	8.00	\$2,800.00
	Purge Pumps / Bailers	250.00	/ea	8.00	\$2,000.00	8.00	\$2,000.00
	Shipping	150.00	/ea	8.00	\$1,200.00	8.00	\$1,200.00
Analytical Chemistry: Standard Turnaround Time (7-10 Days)							
	VOCs (Method 8260)	1,600.00	/ea	8.00	\$12,800.00	8.00	\$12,800.00
	Heavy Metals (Method 6011B and 7471)	1,960.00	/ea	8.00	\$15,680.00	8.00	\$15,680.00
	Water Quality Parameters	1,200.00	/ea	8.00	\$9,600.00	8.00	\$9,600.00
	Cyanide	1,175.00	/ea	2.00	\$2,350.00	3.00	\$3,525.00
	Assessment Monitoring Parameters	1,280.00	/ea	2.00	\$2,560.00	3.00	\$3,840.00
	Sample Shipping	245.00	/ea	8.00	\$1,960.00	8.00	\$1,960.00
	Subcontractor Subtotal				\$52,950.00		\$55,405.00
	Subcontractor Mark-Up (15%)				\$7,942.50	Mark-Up (10%)	\$5,540.50
	Task 1 Subtotals:				\$114,597.50		\$101,800.50
2.0 Annual Groundwater Monitoring Reporting							
	Sr. Project Manager/Sr. Environmental Geologist	170.00	/hr	80.00	\$13,600.00	80.00	\$13,600.00
	Staff Engineer	185.00	/hr	24.00	\$4,440.00	20.00	\$3,700.00
	Technician/Project Professional	80.00	/hr	120.00	\$9,600.00	150.00	\$12,000.00
	CADD/GIS Technician	75.00	/hr	90.00	\$6,750.00	96.00	\$7,200.00
	Clerical	65.00	/hr	18.00	\$1,170.00	17.00	\$1,105.00
	Project Administrator (PrimeLink)	70.00	/hr	12.00	\$840.00	8.00	\$560.00
	Report Copies / Overnight Shipping	75.00	/ls	4.00	\$300.00	4.00	\$300.00
	Task 2 Subtotals:				\$36,700.00		\$38,465.00
3.0 Quarterly Landfill Gas Monitoring (16 Events)							
	Sr. Project Manager/Sr. Environmental Geologist	170.00	/hr	36.00	\$6,120.00	32.00	\$5,440.00
	Staff Engineer	185.00	/hr	16.00	\$2,960.00	8.00	\$1,480.00
	Technician/Project Professional	80.00	/hr	320.00	\$25,600.00	320.00	\$25,600.00
	CADD/GIS Technician	75.00	/hr	48.00	\$3,600.00	48.00	\$3,600.00
	Project Administrator (PrimeLink)	70.00	/hr	16.00	\$1,120.00	14.00	\$980.00

TABLE 1 -- COST COMPARISON

PROJECT: Proposal to Conduct 4-year Landfill Post Closure Care Monitoring

SITE: Closed City of Weslaco Landfill -- MSW Permit No. 258
Alton, Hidalgo County, TX

PROPOSAL NO. PSF16-341-00

DATE: 09/13/16

CLIENT CONTACT: Mr. Pete Garcia, Jr., Public Works Director

CLIENT: City of Weslaco

2012 PROJECT TOTAL \$211,097.50
2016 PROJECT TOTAL \$189,845.50

2012 Contract						2016 Contract	
TASK	DESCRIPTION	RATE	UNITS	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Clerical	65.00	/hr	8.00	\$520.00	8.00	\$520.00
	Field Supplies	25.00	/day	8.00	\$200.00	6.00	\$150.00
	Equipment Truck	75.00	/day	8.00	\$600.00	6.00	\$450.00
	Landfill Gas Meter	350.00	/ea	8.00	\$2,800.00	6.00	\$2,100.00
	Shipping	60.00	/ea	8.00	\$480.00	6.00	\$360.00
	Task 3 Subtotals:				\$44,000.00		\$40,680.00 - 3,320.00
4.0 GWSAP Updates and Post-Closure Care Guidance (On-Call Services)							
	Sr. Project Manager/Sr. Environmental Geologist	170.00	/hr	30.00	\$5,100.00	12.00	\$2,040.00
	Staff Engineer	185.00	/hr	25.00	\$4,625.00	8.00	\$1,480.00
	Technician/Project Professional	80.00	/hr	30.00	\$2,400.00	35.00	\$2,800.00 + 400.00
	CADD/GIS Technician	75.00	/hr	25.00	\$1,875.00	20.00	\$1,500.00
	Clerical	65.00	/hr	18.00	\$1,170.00	8.00	\$520.00
	Project Administrator (PrimeLink)	70.00	/ls	9.00	\$630.00	8.00	\$560.00
	Task 4 Subtotals:				\$15,800.00		\$8,900.00 - 6,900.00
	CONTRACT TOTALS:				\$211,097.50		\$189,845.50 - 21,252.00

Proposal No. PSF16-341-00
August 24, 2016



Raba Kistner
Environmental, Inc.
12821 W. Golden Lane
San Antonio, TX 78249

P.O. Box 690287
San Antonio, TX 78269-0287

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TBPE Form F-5257

Mr. Pete Garcia, Jr.
Public Utilities Director
City of Weslaco
1912 Joe Stephens Avenue
Weslaco, Texas 78596

**RE: Proposal to Conduct 4-Year Landfill Post-Closure Care Monitoring
Closed City of Weslaco Landfill
Alton, Hidalgo County, Texas
Municipal Solid Waste Permit No. 258
RFP No. 2015-16-13**

Dear Mr. Garcia:

Pursuant to the notification that we received from the City Secretary on August 9, 2016, which indicated that that Raba Kistner Environmental, Inc. (RKEI) was selected to represent the best qualified and most advantageous response to the referenced Request for Proposal (RFP), we are pleased to submit this proposal for environmental consulting services to the City of Weslaco (CLIENT) for the above-referenced landfill property, hereinafter referred to as the SITE. The broad objectives of this proposal include the performance of continued landfill post-closure monitoring and leachate recovery as necessary to assure ongoing regulatory compliance as part of a 4-year program to be conducted essentially from September 2016 through October 2019.

Given our long and productive working history with the City of Weslaco and thorough familiarity with all landfill issues at the closed landfill SITE, RKEI greatly appreciates the opportunity to continue providing landfill monitoring and leachate recovery services as necessary to assure ongoing regulatory compliance with all applicable Texas Commission on Environmental Quality (TCEQ) post-closure requirements. This proposal provides a description of the scope of services, costs, and terms and conditions for the referenced project.

BACKGROUND

RKEI has provided a wide range of environmental and engineering consulting services to the City of Weslaco associated with the Closed City of Weslaco Landfill since January 2004. Most notably, these services have included the following:

- Preparation and submittal of a permit modification to the Texas Commission on Environmental Quality (TCEQ) in 2004 to reduce the number of groundwater monitor wells and landfill gas monitoring probes to be regularly monitored, resulting in a significant cost savings for the City of Weslaco given the required 30-year post-closure care monitoring period.



August 24, 2016

- Engineering design and project oversight for the installation of the final cover system for the approximate 9-acre City of Weslaco Landfill in November 2005. The final cover system design and implementation received final approval from TCEQ in April 2006. Subsequently, RKEI installed 8 groundwater monitor wells and 7 landfill gas monitoring probes, which (in addition to three pre-existing groundwater monitor wells) are currently part of the permanent groundwater and landfill gas monitoring system for the facility.
- Performance of all required post-closure care activities including groundwater and landfill gas (background and detection) monitoring, leachate recovery, and TCEQ reporting since January 2006.
- Preparation and submittal of a permit modification in March 2006 to update the facility's Groundwater Sampling and Analysis Plan (GWSAP) as necessary to comply with revisions to the municipal solid waste (MSW) rules mandated by TCEQ .
- Preparation and submittal of a permit modification in May 2011 to update the facility's Landfill Gas Management Plan as necessary to address elevated landfill gas (methane) measurements detected in perimeter gas monitoring probes (GMPs) during the 2008 through 2010 monitoring program. As part of this effort, RKEI obtained TCEQ approval to expand the perimeter monitoring system by the installation of 5 new GMPs along the facility boundaries and conduct an accelerated methane monitoring program to include weekly sampling events at GMPs, groundwater monitoring wells, gas vents, and breathing zone stations established at the SITE. The accelerated program was initiated in April 2011 and completed in June 2011. RKEI obtained TCEQ concurrence on October 10, 2011 that a methane remediation program is not necessary for the facility as reported methane concentrations in newly-installed perimeter GMPs are at acceptable levels.
- RKEI prepared a formal response on August 10, 2011 to TCEQ comments and directives pertaining to the ongoing groundwater (detection) monitoring program. TCEQ issued correspondence dated June 21, 2011 that includes directives for additional groundwater (assessment) monitoring at the landfill facility. TCEQ was concerned with low-level concentrations of volatile organic compounds that have been periodically detected in groundwater samples over the last several years of (background and detection) monitoring. As discussed with the City of Weslaco, significant methane production at the landfill may contribute to low-level VOC concentrations reported historically at site monitoring wells. As directed by the TCEQ, MW-16 and two adjacent shallow monitoring wells were placed in assessment monitoring for an expanded list of potential environmental contaminants as directed by TCEQ and specified in the landfill facility's approved GWSAP. The intent of assessment monitoring is to further evaluate the likelihood that contaminants are migrating from the landfill to shallow groundwater.
- RKEI performed assessment monitoring program in conjunction with detection monitoring since 2012. Based on interpretation of data and regular communication with TCEQ, RKEI recommended that the suite of sampling for the comprehensive list of Appendix II constituents

(potential groundwater contaminants) be significantly reduced, which resulted in cost savings for the City of Weslaco. RKEI petitioned successfully that assessment monitoring be limited to MW-16 (one well) for future assessment monitoring events.

The required post-closure care period for the City of Weslaco landfill is 30 years from site closure per TCEQ rules. This time period can be extended by TCEQ as necessary to ensure protection of human health and the environment (i.e. detection of VOCs in the upper groundwater-bearing unit currently poses a concern to TCEQ). Assuming that the detection of VOCs in the upper groundwater-bearing unit can be demonstrated not to pose a concern for facility in conjunction with the next phases of post-closure care monitoring, it is anticipated that the facility will complete remaining requirements for closure following completion of 2024 monitoring efforts.

SCOPE OF WORK

The purpose of this proposal is to outline the scope of services and costs for field work and laboratory testing to conduct groundwater, landfill gas, and leachate monitoring at the facility for the next four-year monitoring period (i.e., 8 groundwater and 16 landfill gas and leachate monitoring events, respectively) to be conducted essentially from September 2016 through October 2019. The scope of services for the City of Weslaco Landfill project will be implemented and conducted with the main goal of maintaining regulatory compliance with all landfill post-closure monitoring requirements. Specific activities that will be conducted by RKEI as part of this proposal are described in the following paragraphs.

It is anticipated that this project will consist of three separate tasks as described below.

Task 1 – Groundwater Sampling (Detection & Assessment Monitoring)

A total of eight semi-annual groundwater sampling events for the ongoing Detection Monitoring Program will be conducted in accordance with the procedures established in the current GWSAP prepared by RKEI, dated September 25, 2006. Groundwater samples will be collected from the 11 existing groundwater monitor wells installed at the landfill. Five of the monitoring wells are completed in the uppermost groundwater bearing unit (GBU), which has exhibited declining water levels over the last 3-4 years owing to persistent drought conditions throughout the Rio Grande Valley (RGV). The semi-annual detection events typically occur in April and October of each calendar year. To reduce overall project costs, the separately-required annual Assessment Monitoring will be done in conjunction with the April (or first) detection monitoring events conducted during each year of the monitoring program. In consideration of the recent contracting timeframe, it is anticipated that assessment monitoring for 2016 will be conducted in conjunction with the first detection monitoring event in September.

During a previous semi-annual groundwater sampling event in October 2015, a VOC compound (benzene) was detected in monitoring well MW-10 and was reported to TCEQ as part of the 2015 Annual Groundwater Monitoring Report. On the basis of this detection, the TCEQ directed in correspondence dated 3/17/2016 that MW-10 and two adjacent wells (MW-8 and MW-18) be placed into assessment monitoring, pursuant to *30 Texas Administrative Code Section §330.407(b)* and Section 3 of the facility GWSAP. These wells will be subject to the full suite of Appendix II constituents (i.e.,

expanded list of potential groundwater contaminants) as part of the assessment monitoring event in September 2016. Following this sampling event, assuming that no VOCs are detected in the referenced monitoring wells, RKEI will request from TCEQ that the assessment monitoring status be reduced to detection monitoring status. For purposes of this proposal, it is assumed that additional analytical testing costs for Appendix II constituents will only be incurred as part of the September 2016 monitoring event, and not in conjunction with future events.

Well Inspection, Gauging, and Landfill Gas Evaluation

Prior to the commencement of monitor well gauging or purging activities, the condition of all monitoring wells will be visually inspected. The well casing and concrete pads will be checked for the presence of cracks or fissures that could compromise the integrity of the surface completion. Each well will be additionally inspected for damage due to vandalism, animals or insects, and/or heavy equipment operations. Descriptions of apparent well damage or conditions conducive to the transmission of surface runoff along monitor well installations will be noted in field records. The location of each monitor well will be initially verified using a current SITE map to verify that appropriate monitor wells are identified for sampling.

The presence of landfill gases within the well casing at respective monitor well locations, in addition to perimeter GMPs, will be evaluated utilizing a properly calibrated landfill gas monitor. Measurements will consist of the concentration of methane, hydrogen sulfide, carbon dioxide and oxygen. Well casings will be screened during each monitoring event to verify that the concentration of methane gas does not exceed the lower explosive limit (LEL) for methane. In the event that methane is detected at concentrations that exceed the LEL, steps will be immediately taken to ensure the protection of human health and safety. A record of field methane measurements will be recorded in field records and made available to CLIENT as necessary in conjunction with any facility inspections that may be conducted by TCEQ.

Prior to purging the eleven on-site monitor wells, depth-to-water and total well depth measurements will be gauged at each well location from a permanent, clearly marked reference point located at the well top of casing (TOC). All measurements will be recorded to the nearest hundredth of a foot utilizing an electronic water-level indicator (e-line). To reduce the potential for contaminants to be introduced into site monitor wells as the result of gauging activities, the e-line probe and measurement tape will be decontaminated before and after each use.

Water collected from purging activities and decontamination fluids will be temporarily containerized in 55-gallon drums and transferred to the on-site leachate evaporation pond for disposal.

Well Sampling and Chemical Analysis

RKEI personnel will follow field procedures pertaining to well purging; timing and order of sampling; sample collection, preservation, and shipment; field measurements; sample containers; sample preservation and holding times; sample storage and transport; and chain of custody documentation in strict accordance with the GWSAP. Field measurements of pH, temperature, specific conductance and total dissolved solids will be collected at each of the eleven on-site monitor wells during purging and

sampling. During purging, groundwater measurements will be collected for each volume of groundwater removed until the groundwater parameters have stabilized (within 10% of the previously recorded values).

In accordance with current MSW rules, groundwater samples collected from the eleven onsite wells will be analyzed for TCEQ-specified metals and volatile organic compounds (VOCs). Additionally, quality assurance and quality control (QA/QC) samples will be collected and analyzed for each groundwater sampling event consisting of the following: one trip blank per cooler, one equipment blank, two field blanks and two field duplicates. The equipment blank and field duplicates will be analyzed for metals and VOCs and the trip and field blanks will be analyzed for VOCs only.

It is anticipated that throughout the duration of the proposed 4-year monitoring program, chemical analyses of groundwater samples will be performed by Test America (*formerly Severn Trent Laboratories, Inc.*), a nationally-accredited analytical laboratory with a comprehensive testing laboratory located in Denver, Colorado. Test America is very familiar with specific testing requirements for this facility given the fact that they have performed all analytical testing for this project on behalf of the City of Weslaco since January 2006. Test America is one of few laboratories that can meet TCEQ-defined Protective Concentration Levels (PCLs) or detection limits for various constituents defined with respect to the currently-defined Detection and Assessment Monitoring Programs (i.e., Appendix II constituents). The costs presented herein assume the analytical testing for this project will be completed within a standard turnaround time of 10 to 15 business days.

Task 2 – Annual Groundwater Monitoring Reporting

As stated in the GWSAP, an Annual Groundwater (Detection) Monitoring Report and an Annual Groundwater (Assessment) Monitoring Report will be submitted to TCEQ on an annual basis no later than 90 days after the last sampling event in a calendar year, each of which will discuss the sampling event data and monitoring results generated since the previous submittal. The monitoring event submittals will consist of a narrative description of site conditions and analytical results, appropriate graphical illustrations and tables, and the completed 4-page *Groundwater Sampling Report (TCEQ-0312)* form for each groundwater sample submitted for analytical testing. The submittal package will also contain the signed laboratory report of chemical analysis, appropriate laboratory QA/QC data, and copies of associated chain-of-custody documentation. In addition, the completed TCEQ Laboratory Review Checklist will be generated and submitted to TCEQ with both the annual detection monitoring and assessment monitoring reports.

RKEI will coordinate delivery of all reports with TCEQ pending approval by City of Weslaco. Both the City and TCEQ will receive a hard copy and digital copy of each report. RKEI will also work on behalf of City to address and/or resolve any regulatory comments pertaining to reporting.

Task 3 – Quarterly Landfill Gas Monitoring

A total of 16 quarterly landfill gas monitoring events are typically performed over the course of a 4-year monitoring program. However, as two events have already been performed in 2016 by RKEI under the remaining budget from the previous 4-year services contract, it is proposed that a total of 14 events be conducted at the existing GMPs as part of the upcoming 4-year monitoring effort. Landfill gas

monitoring will be conducted using a calibrated landfill gas meter. Concentrations of landfill gas (i.e., methane and hydrogen sulfide), carbon dioxide and oxygen measured at each location will be documented in the field notes. In order to reduce overall project costs, it is proposed that 7 of the 14 quarterly landfill gas monitoring events be conducted concurrently with the 8 semi-annual groundwater monitoring events.

Additionally, in conjunction with each quarterly landfill gas monitoring event, the fluid levels within each of the two on-site leachate collection sumps will be observed. Fluid encountered within the leachate sumps will be removed and transported to the on-site leachate evaporation pond for disposal. Fluid levels and quantities removed will be documented in the Annual Groundwater Detection Monitoring Report, discussed herein with respect to *Task 2*.

Task 4 – GWSAP Updates and Additional Post-Closure Care Consulting (If Required)

Throughout the duration of the 4-year contract period, RKEI will provide additional on-call consulting services to the City of Weslaco on an as-needed basis to address other issues that may develop as part of the ongoing post-closure monitoring process. Based on our past experience and project work at the subject facility, additional services that may be required throughout the duration of the next 4-year monitoring period may include but are not limited to the following:

- Address regulatory directives and comments to annual monitoring reports including detection of VOCs in groundwater and/or elevated landfill gas concentrations at perimeter GMPs;
- Attend regulatory (TCEQ) and City of Weslaco meetings as necessary to discuss potential regulatory compliance issues and/or changes to established landfill monitoring activities that may be directed by TCEQ based on monitoring results Municipal Solid Waste (MSW) rule revisions;
- Prepare updates to the facility's GWSAP and/or Landfill Gas Management Plan, and coordinate/implement modifications to the leachate recovery, landfill gas monitoring, and/or groundwater monitoring and reporting procedures; and
- Provide guidance to the City of Weslaco regarding the annual maintenance of the landfill final cover system, post-closure monitoring system components, facility fencing, and leachate evaporation pond.

ESTIMATED COST

In accordance with our past contract history, it is proposed that project services be provided on a Time and Materials (T&M) basis not-to-exceed the estimated task budget totals without additional authorization from the City of Weslaco. In the event that additional services are requested and/or necessary to complete project activities, RKEI will provide a cost estimate under separate cover and solicit authorization from the City of Weslaco before proceeding with additional work. The estimated costs for conducting the activities described herein for each of the landfill monitoring tasks are as follows:

Task 1 – Semi-Annual Groundwater Sampling	2x4 = 8	\$101,800	/ 8	\$25,450
Task 2 – Annual Groundwater Monitoring Reporting		\$ 38,500	/ 4	\$ 9,625
Task 3 – Quarterly Landfill Gas Monitoring		\$ 40,700	/ 16	\$10,175 / year
Task 4 – GWSAP Updates and Post-Closure Care Guidance		\$ 8,900	/ 4	\$ 2,225
TOTAL		\$189,900		<u>\$47,475 / yr.</u>

Given our thorough familiarity with landfill conditions and issues and excellent past working history with the City of Weslaco, RKEI is prepared to provide referenced services at a projected discounted rate indicated above despite projected annual increases in our internal operating costs and direct project expenses (i.e. laboratory testing costs). Basic costs presented above have been discounted on the order of 10% with respect to the recently completed 2011-2015 program (i.e., former 4-year program budget of \$211,000).

LIMITATIONS

The costs presented above assume that a Significant Statistical Increase (SSI) (indicative of groundwater contamination from the landfill), which will require additional testing/sampling and reporting, will not be detected during the analysis of the groundwater sampling data. Should an SSI be detected and additional assessment monitoring required by TCEQ (i.e., in excess of that proposed herein), RKEI will provide separate cost proposal(s) for appropriate services for City of Weslaco consideration and obtain approval prior to proceeding.

The costs presented in this proposal do not include the installation of additional landfill gas vents or groundwater monitor wells, which may be required throughout the detection monitoring period, either to replace damaged wells/probes or as required due to potential changes to facility conditions. Should the installation of additional landfill gas vents or groundwater monitor wells be required, RKEI will provide separate cost proposal(s) for appropriate services for City of Weslaco consideration and approval prior to proceeding.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize RKEI to proceed with this project.

Attachment

I
II

Description

Standard Terms and Conditions
Schedule of Fees for Professional Services

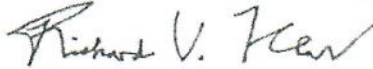
Proposal No. PSF16-341-00
August 24, 2016

8

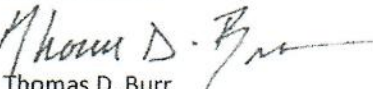
Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKEI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

RABA KISTNER ENVIRONMENTAL, INC.



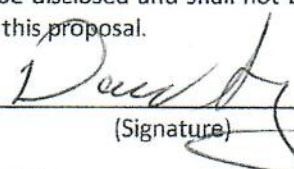
Richard V. Klar, P.G.
Vice President



Thomas D. Burr
Senior Vice President & COO

RVK/TDB/srw

Accepted By



(Signature)

David Suarez

(Typed or Printed Name)

MAYOR

(Title)

Date 10/18/2016

Attachments:

- I - Standard Terms and Conditions
- II - Schedule of Fees for Professional Services

Copies Submitted: (1 Electronic PDF Copy)



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2824
From:		
Subject: Approval to use Court Technology Funds to pay the yearly Maintenance Fee for Court Case Management, Police (non-Incode interface to Court), and AcuCorp Run Time for Municipal Court in an amount not to exceed \$11,175.81 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)		
Background: The Municipal Court uses Tyler Technology Software called Incode. Through out the year, we have updates of the software and legislative updates to be in compliance with the State. This is a yearly renewal fee/maintenance fee. There is no cost to the City.		
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):		
Rosa Huerta	Created/Initiated	
Rosa Huerta	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: We recommend approval to maintain services going.		
Attachments, if any: Tyler Techonologies Invoice		
Responsibilities upon Approval: Process payment to maintain services.		



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

Invoice

Invoice No 025-269850	Date 09/01/2019	Page 1 of 1
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Questions:

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



Bill To: Weslaco Municipal Court
255 S. Kansas
Weslaco, TX 78596

Ship To: Weslaco Municipal Court
255 S. Kansas
Weslaco, TX 78596

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
45019 - 10704 - 10704	113665		USD	NET30	10/01/2019

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
Contract No.: Weslaco, City of				
	Court Case Management	1	8,893.78	8,893.78
	Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020			
	Police (non-INCODE Interface to Court	1	2,223.06	2,223.06
	Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020			
	AcuCorp Run Time	1	58.97	58.97
	Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020			

ATTENTION

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

Subtotal	11,175.81
Sales Tax	0.00
Invoice Total	11,175.81



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2825	
From:			
Subject: Approval on revised contract with the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code on Interlocal Cooperation Contract for the Failure to Appear Program and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)			
Background: Texas Department of Public Safety has a program called Failure to Appear Program that they offer to all Courts through out the State of Texas. This program is used to prevent defendant from renewing their driver's license if they have an outstanding warrant pending with any Court in the State of Texas.			
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):			
Rosa Huerta		Created/Initiated	
Rosa Huerta		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval be able to continue with this program			
Attachments, if any: Revised TDPS Failure to Appear Contract			
Responsibilities upon Approval: Execute revised contract and forward item to Texas Department of Public Safety.			

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON

August 22, 2019

Dear Court Administrator:

Enclosed please find the revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code. Please complete all of the appropriate entries on the contract and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.).

Only one (1) original signed contract should be submitted for each political subdivision; if you require a final copy for the court, please indicate so when you return the document. Signed contracts should be returned to:

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
P.O. Box 4087
Austin, Texas 78773-0320

After the contract has been returned to the Department it will be processed for the appropriate signatures.

Any questions regarding the contract should be forwarded to Enforcement and Compliance Service; Tijuana Pendergrass at (512) 424-5431.

Sincerely yours,

Frances Gomez, Manager
Enforcement and Compliance Service

STATE OF TEXAS §
§
COUNTY OF §

TXDPS # DLD201208090931 (Rev. 2019)
Page 1 of 9

“Failure to Appear Report” or “FTA Reports” means a notice sent by the political subdivision requesting person(s) be denied renewal in accordance with this Contract.

“Failure to Appear System” or “FTA System” means the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” means the computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” means the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” means the State of Texas.

“Political subdivision” means a municipality or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code, Chapter 706, or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by TXDPS or the Vendor by the Political Subdivision pursuant to the authority of Texas Transportation Code, Chapter 706.

V. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the Political Subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person’s driver license. The written warning may be printed on the citation or on a separate instrument.

VI. FTA Report

If a person fails to appear or fails to pay or satisfy a judgment as required by law, the Political Subdivision may submit an FTA Report to the Vendor containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the Political Subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to

- appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by TXDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Political Subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

VII. Clearance Reports

The Political Subdivision that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor or TXDPS. The clearance report shall identify the person, state whether or not a fee was required, advise TXDPS to lift the denial of renewal and state the grounds for the action. All clearance reports shall be submitted immediately, but no later than two (2) business days, from the time and date that the Political Subdivision receives appropriate payment or other information that satisfies the person's obligation to that Political Subdivision.

To the extent that a Political Subdivision utilizes the FTA Program by submitting an FTA Report, the Political Subdivision shall collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Political Subdivision shall not require payment of the administrative fee.

A clearance report shall be submitted for the following circumstances:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

TXDPS will not continue to deny renewal of the person's driver license after receiving notice from the Political Subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the Political Subdivision's record retention policy.

VIII. Quarterly Reports and Audits

The Political Subdivision shall submit to TXDPS quarterly reports in a format established by

TXDPS.

The Political Subdivision is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the State Auditor, TXDPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. The Political Subdivision shall provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

If any of the transactions performed by the Political Subdivision do not conform to this Contract or to TXDPS standards, TXDPS may require the Political Subdivision to perform the transactions again at its own cost until acceptable to TXDPS.

The Political Subdivision shall keep all records and documents regarding this Contract for the term of this Contract and for four (4) years after the termination of this Contract.

IX. Accounting Procedures

The Political Subdivision collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The Political Subdivision may deposit such fees in an interest-bearing account and retain the interest earned thereon for the Political Subdivision. The Political Subdivision shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The Political Subdivision shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee to be allocated as follows: \$6.00 is for payment to the Vendor; and \$4.00 is credited to the general fund of the municipal or county treasury.

X. Payments to Vendor

TXDPS has contracted with a Vendor to assist with the implementation of the FTA Program.

The Political Subdivision shall pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Political Subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment shall be made to the Vendor or required of the Political Subdivision.

The Political Subdivision agrees that payment shall be made by the Political Subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Political Subdivision.

TXDPS shall have no responsibility to pay the Vendor for any fees collected by the Political Subdivision.

XI. Non-Waiver of Fee

The Political Subdivision shall not waive the \$30.00 administrative fee for any person that has been submitted on an FTA Report, even if the person is deemed to be indigent, unless (i) the person is acquitted of the charges for which the person failed to appear or (ii) the FTA Report was submitted in error.

Failure to comply with this section shall result in (i) termination of this Contract for cause and (ii) the removal of all outstanding entries of the Political Subdivision in the FTA Report, resulting in the lifting of any denied driver license renewal status from TXDPS.

XII. General Terms and Conditions

A. Compliance with Law

The Political Subdivision understands and agrees that it shall comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by TXDPS.

B. Governing Law

This Contract is entered into pursuant to Texas Government Code, Chapter 791, and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

C. Venue

Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.

D. Chapter 2260, Texas Government Code

The Political Subdivision shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.

E. Litigation and Liability

In the event that the Political Subdivision is aware of litigation in which this Contract or Texas Transportation Code, Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the Political Subdivision shall make a good faith effort to notify TXDPS immediately.

Each Party to this Contract agrees that it shall have no liability whatsoever for the actions and/or omissions of the other Party's employees and officers, regardless of where the individual's actions and/or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent

required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the Parties, any liability shall be shared by each Party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

F. No Joint Enterprise

TXDPS is associated with the Political Subdivision only for the purposes and to the extent set forth herein, and with respect to the performance hereunder, the Political Subdivision is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for TXDPS whatsoever with respect to the indebtedness, liabilities, and obligations of the Political Subdivision or any other party.

G. No Apparent Agency

Neither Party has authority for or on behalf of the other except as provided in this Contract. No other authority, power, partnership, or rights are granted or implied.

H. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.

I. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

J. Non-Waiver of Defaults

Any failure of TXDPS, at any time, to enforce or require the strict keeping and performance of any provision of this Contract, shall not constitute a waiver of such provision, and shall not affect or impair same or the right of TXDPS at any time to avail itself of same. Any acceptance, payment, or use by TXDPS shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to TXDPS to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

K. Non-Incorporation

This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth herein.

L. Non-Assignment

Neither party shall assign its rights nor delegate its duties under this Contract without prior written consent of the other Party.

M. Headings

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to affect the meaning thereof.

N. Interpretation Against the Drafter

Regardless of which Party drafted this Contract or the language at issue, any ambiguities in this Contract or the language at issue will not be interpreted against the drafting party.

O. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

P. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis.

Q. Termination

1. Termination for Cause. Either Party may terminate this Contract if the other Party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.
2. Termination for Convenience. Either Party, upon thirty (30) days written notice, may terminate this Contract in whole or in part.
3. Mutual Termination. This Contract may be terminated by mutual agreement and consent, in writing, of both Parties.

After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

Failure to comply with this continuing obligation to report shall result in the removal of all outstanding entries of the Political Subdivision in the FTA Report, resulting in the lifting of any denied driver license renewal status from TXDPS.

R. Notice

Any notice required or permitted under this Contract shall be directed to the respective Parties at the addresses shown below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the U.S. mail; or (4) when received if sent by confirmed facsimile or confirmed email.

Political Subdivision

Attn: _____

Address: _____

Address: _____

Fax: _____

Email: _____

Phone: _____

Texas Department of Public Safety

Attn: Enforcement & Compliance Service

5805 North Lamar Boulevard

Austin, Texas 78752-0001

(512) 424-5311 [fax]

Driver.Improvement@dps.texas.gov

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

XIII. Signature Authority

The signatory for the Political Subdivision hereby represents and warrants that he/she has full and complete authority to enter into this Contract on behalf of the Political Subdivision.

XIV. Certifications

The Parties certify that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The Parties certify that this Contract is authorized by the governing body of the Parties.

The Parties certify that each has the authority to enter into this Contract by authority granted in Texas Transportation Code, Chapter 706.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

POLITICAL SUBDIVISION*

Driver License Division Director
Or Designee

Authorized Signature

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Political Subdivision. Each signature block must contain the person's title and date.



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2835	
From:			
Subject: Discussion and consideration on Resolution 2019-69 appointing two members to expired terms on the Board of Adjustments and Appeals to the Zoning-Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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		Created/Initiated	
Joe Pedraza		Approved	
Benjamin Worsham		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Letter from Andy Veliz re BOAA-Zoning reappointment interest, Decline reappointment - Frank Castellanos, BOAAZ-O 90419 mv, R2019-69 BOAA-BLDG CODES			
Responsibilities upon Approval:			

To: Mayor Suarez and City Commissioners of Weslaco, Texas
from: Andy Veliz

RE: Board of Appeals and Adjustment to Zoning

Date: October 26, 2019



I would appreciate your approval for my continuing to serve on the Board of Appeals and Adjustments to Zoning.

I am very humbled and honored to have been allowed to serve on this board for 37 years.

I love being on the board because Weslaco has made my family very happy and you and the citizens have made our lives successful.

Serving on this board is how I can repay Weslaco for all the great things that occurred in my life because of you and the citizens.

God Bless You.

Sincerely,

A handwritten signature in blue ink, appearing to be "Andy C. Veliz".

Andy C. Veliz

Adelaida Vega

From: Naomie Luna
Sent: Friday, September 27, 2019 3:14 PM
To: Adelaida Vega; Molly Vallejo
Subject: Board Appt.

Hello,

Please be advised that Mr. Frank Castellanos returned a phone call today, September 27, 2019 at 3:06 PM to inform City Secretary's Dept. that he did not want to be re-appointed to the board since he is currently serving on the Amigos Del Valle Board.

*Thank you,
Naomie Luna
Records Specialist
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596
Ph: 956-968-3181 Ext. 1106
Fax: 956-968-6717*

"§552.221 An officer for public information of a governmental body shall promptly produce public information for inspection, duplication, or both on application by any person to the officer. In this subsection, "promptly" means as soon as possible under the circumstances, that is, within a reasonable time, without delay."

"Love isn't a state of perfect caring. It is an active noun like struggle. To love someone is to strive to accept that person exactly the way he or she is, right here right now." - Fred Rogers

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	10/4/2021
*Mark	McCaleb	12/21/2019

Revised 90419 mv

*serving unexpired term

RESOLUTION NO. 2019-69

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

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Building Codes.

WHEREAS, the Board of Adjustments & Appeals-Building Codes shall consist of seven (7) members appointed by the Commission and shall serve a four (4) year term; and

WHEREAS, a board member shall not act in a case in which he/she has personal interest; and

WHEREAS, the board shall hear all appeals on requests for variances under the International and Residential Building Codes and city codes such as plumbing, electrical, housing and mechanical; and

WHEREAS, every decision of the board shall promptly be filed in the office of the Building Official, and shall be opened to public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed to serve expired terms on the Board of Adjustments & Appeals-Building Codes.

<u>NAME</u>	<u>TERM ENDING</u>
1. _____	11/02/2021
2. _____	11/06/2021

PASSED AND APPROVED on this 1st day of October, 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: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2843	
From:			
Subject: Discussion and consideration on Resolution 2019-70 appointing one member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department and Public Works Department.)			
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: Commission action on July 2, 2019 appointed members to the newly created Citizens Drainage Advisory Board composed of nine members with the exception of one appointment. The vacancy would be considered after the Special Election for Commissioner District 4.			
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 Pete Garcia Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Citizens Drainage Advisory Board, R2019-70 Citizens Drainage Advisory Board			
Responsibilities upon Approval:			

Citizens Drainage Advisory Board Members

First Name	Last Name	Date Appointed	Term	Terms Ends
Randy L.	Hall	July 2, 2019	1 year	July 2, 2020
Mark	Garza	July 2, 2019	1 year	July 2, 2020
David	Menchaca	July 2, 2019	1 year	July 2, 2020
Fred	Perez	July 2, 2019	2 years	July 2, 2021
Sandra	Reyna	July 2, 2019	2 years	July 2, 2021
Alejandro	Livas	July 2, 2019	2 years	July 2, 2021
David	Morales	July 2, 2019	3 years	July 2, 2022
Annette	Valadez	July 2, 2019	3 years	July 2, 2022
Vacant	District 4		3 years	July 2, 2022

Members were appointed by Weslaco City Commission action on July 2, 2019; staggered terms were determined on July 25, 2019 at the first meeting held by the Citizens Drainage Advisory Board.

RESOLUTION NO. 2019-70

**A RESOLUTION OF THE CITY OF WESLACO, TEXAS APPOINTING
MEMBERS TO THE CITIZENS DRAINAGE ADVISORY BOARD**

WHEREAS, the City Commission passed and approved Ordinance 2019-23 an ordinance amending Part II-Code of Ordinances, Chapter 2 Administration by providing a new article; establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board;

WHEREAS, Section 2-281 outlines the composition of the Citizens Drainage Advisory Board which shall be composed of nine (9) members appointed by the City Commission, with the advice of the City Manager; and,

WHEREAS, Section 2-282 states the terms of members shall be for no more than two (2) three (3) year staggered terms for a total of no more than six (6) years. The staggered terms shall be determined at the first regularly scheduled meeting of Citizens Drainage Advisory Board. The City Commission will have the ability to waive the term limit; and,

WHEREAS, Members of the board shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that _____ is appointed to serve on the Citizens Drainage Advisory Board and the term will expire on July 2, 2022.

PASSED AND APPROVED on this 1st day of October 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: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2775	
From: Benjamin Worsham			
Subject: Discussion and consideration on Ordinance 2019-38 for the Voluntary Annexation of Garcia Oak Estates Subdivision – being a 2.15 acre tract of land out of Farm Tract 646, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 3055 ft South of Bus 83 along Milanos Rd and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-38. Possible action. (This item was tabled September 17, 2019; staffed by Planning and Code Enforcement Department.)			
Background: The proposed five (5) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through a 12" 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			
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 request on September 4, 2019.			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Benjamin Worsham		Approved	
Mike Perez		Final Approval	
City Manager Comments: Remove request off the table and agenda.			
Staff Recommendation: Staff recommends withdraw of the annexation request			
Attachments, if any: ANNEXATION- Withdraw- GARCIA OAK ESTATES, O2019-38 voluntary annexation Garcia Oak Estates			
Responsibilities upon Approval:			

Staff will notify applicant.

Moore Land Surveying, LLC

14216 Palis Drive
La Feria, TX 78559

(956)245-0988
(956)245-4651

TBPLS Firm No. 10194186
TBPE Firm No. 19190

Ms. Rebekah de la Fuente, CFM
City of Weslaco Planning Department
255 S. Kansas Ave.
Weslaco, TX 78596

September 19, 2019

RE: WITHDRAWL OF ANNEXATION REQUEST FOR GARCIA OAK ESTATES

Ms. de la Fuente:

Based on the recent opinion given by the City of Weslaco's attorney at the City Commission meeting on September 17, 2019, the owner of Garcia Oak Estates (Jose Luis Garcia) would like to withdraw his request for annexation.

Should your office have any questions please contact myself at 956-245-4651. I apologize for any inconvenience this causes.

Respectfully,



Dustin Moore, PE, CFM
Moore Land Surveying, LLC

ORDINANCE NO. 2019-38

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 2.15 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

BEING 2.15 ACRES OUT OF FARM TRACT 646 WEST TRACT SUBDIVISION OF LLANO GRANDE GRANT HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 1054569, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; SAID 2.15 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET AT THE INTERSECTION OF MILE 7 NORTH AND MILANO'S ROAD BEING THE NORTHEAST CORNER OF FARM TRACT 646, FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

1) THENCE SOUTH 01°12'01" EAST A DISTANCE OF 484.63 FEET FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

2) THENCE SOUTH 88°47'59" WEST AT A DISTANCE OF 205.04 FEET FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

3) THENCE NORTH 01°12'01" WEST AT A DISTANCE OF 429.47 FEET FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

4) THENCE NORTH 73°44'29" EAST A DISTANCE OF 212.33 FEET TO THE POINT OF BEGINNING; CONTAINING 2.15 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

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 _____ day of _____, 2019.

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

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2840	
From:			
Subject: Discussion and consideration on request from Total Commitment Construction for funds not to exceed \$100,000.00 for completion of the Pleasant View sewer line improvements project (Lift Station #27) and authorize the Mayor to execute any related documents. Possible action. (This item was tabled August 20, 2019; staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: August 20, 2019 commission action tabled the request.			
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	
Benjamin Worsham		Approved	
Mike Perez		Final Approval	
City Manager Comments: Authorize staff to study possible reimbursement ordinance for this particular project.			
Staff Recommendation:			
Attachments, if any: Pleasantview Subdivision - Request for Agenda			
Responsibilities upon Approval:			



OFFICE: (956) 519-7111

TOTALCOMMITMENTLLC@YAHOO.COM

FAX: (956) 519-7750

Date: 9/25/2019

Request for Additional Funding

(PLEASE ADD TO AGENDA ON NEXT CITY COUNCIL MEETING)

Owner City of Weslaco
Project Name: Proposed Sewer Line Improvements Pleasant View Sub. – to Lift Station #27

To: Mayor David Suarez and City Council,

Since our initial start date of July 2016; our goal has always been to complete said listed project above as quickly and as cost effective as possible to aide the city in getting these services installed and in use. Unfortunately, there have been extensive delays, as well as costs that we could not comprehend on account of the water table and excessive de-watering procedures needed to advance on project. Our current contract is \$323,149.00 as of 08/13/2019 and I regret to inform you that I will be requiring an additional \$100,000 in funding to compensate for the extensive de-watering that has been in effect to continue moving project forward. If you recall back in June of 2018, The City of Weslaco declared a state of Emergency on account of the massive flooding. This flooding in turn has affected said project because of such a high-water table on the property being improved. In June of 2019 we also had massive flooding as well. I assure you we are doing everything in our power to keep costs as low as possible and have even waived the vast majority of fees for the extensive machinery, fuel and manpower being used to complete project since the year 2016 when we started. A project of this scale is estimated between \$1.3 - \$1.4 Million and we personally have absorbed over \$500,000 (Exhibits attached for Break-down) in additional manpower, equipment, trench protections, fuel, etc. just to keep project moving forward. We are almost complete with the project and request an additional \$100,000 to complete installations and have services running for city as soon as possible. I understand these costs are un-expected, but no one could have anticipated the massive flooding and the raising of the properties water table for flooding in the duration of the project; we request these emergency funds to complete project as soon as possible before any additional un-expected delays for weather or other in-climate conditions cause more costs to incur on said project. We would also like to remind council that it is in the beneficial interest of the city as well as the property owner that these installations be completed as they will service over 200 acres of property that would benefit city for future taxable income that would be generated from future businesses and tenants when sewer line is active.

Thank you and God Bless,

Pedro A. Gutierrez
Total Commitment Construction Co., LLC

TOTAL COMMITMENT CONSTRUCTION CO., LLC

11435 N. BRYAN RD
MISSION, TX 78573

OFFICE: (956) 519-7111

TOTALCOMMITMENTLLC@YAHOO.COM

FAX: (956) 519-7750

PLEASANTVIEW SUBDIVISION SEWER LINE IMPROVEMENTS-CITY OF WESLACO 18-MONTH ESTIMATED EXPENSE REPORT (NO PROFIT)

ITEM #	ITEM DESCRIPTION	EST. QTY'S	UNIT	UNIT/PRICE	TOTAL	PREVIOUS BILLING	CURRENT BILLING	QTY TO DATE	BILLED TO DATE	%
1	Heavy Equipment, Tools, Pumps, etc.	1	LS	\$ 520,000.00	\$ 520,000.00					
2	Fuel (24 Day month @ 110 gallons daily average) 18-Mo Estimate for ALL machinery & Equipment (Average Diesel cost based on \$3.00 / gallon)	18	MO	\$ 7,920.00	\$ 142,560.00					
3	Labor / Manpower	1	LS	\$ 164,000.00	\$ 164,000.00					
4	Material Cost	1	LS	\$ 180,000.00	\$ 180,000.00					
5	Construction Bores	1	LS	\$ 41,000.00	\$ 41,000.00					
	TOTAL PAYMENTS RECEIVED FROM CITY TOWARDS PROJECT	1	LS	\$ (281,000.00)	\$ (281,000.00)					
	Overhead expenses for office, supervision, General Liability / Auto / Workers Comp. Insurances, and other associated costs are not taken into account for this estimate.									
	RAW-COST INCURRED BY TOTAL COMMITMENT				\$ 766,560.00	\$ -	\$ -			

PROJECT NOTES

39-months since our initial start date on 06/2016 we have conservatively based our work progress for 18-months due to delays from weather, project design, dewatering, etc. This is a raw-cost expense report of in-house expenses.

Total Commitment Construction Co., LLC

9/25/2019

Date

CLIENT INFORMATION	
City of Westlaco Engineering 255 S. Kansas Ave - Westlaco, Tx 78596 Phone: (956) 447-3401	
Accepted By: _____ (Name)	_____ (Date)

COMPLETED TO DATE	\$ -
RETAINAGE 0%	\$ -
TOTAL DUE W/ RETAINAGE	\$ -
PREVIOUSLY PAID	\$ -
BALANCE DUE	\$ -



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2798	
From:			
Subject: Discussion and consideration to approve Ordinance 2019-41 amending the Master Fee Schedule with respect to Vitals Statistics fees, Fire/EMS fees, Library fees, Planning/building fees and Police fees, and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-41. Possible action. (Staffed by Finance Department.)			
Background: Each year the Finance department revisits the Master Fee Schedule to make sure that the City is covering the costs of providing services to our citizens. This the following department submitted changes/increases/deletions: Vitals Statistics/City Secretary's, Fire/EMS, Library, Planning and Police. See attached.			
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):			
Sonia Flores Vidal Roman Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Proposed Master Fee Schedule FY 2020, O2019-41 amend Master Fee schedule			
Responsibilities upon Approval:			



Master Fee Schedule

Fiscal Year 2019-2020

CITY SECRETARY'S OFFICE	Fee Amount	Unit
Sound truck permit	\$25	for (3) three days
Parades and processions	\$50.00	
Premises license:		
First year	\$25.00	
Every year thereafter	\$20.00	
Notary public services:		
All notarial acts	\$6.00	
Certified copies	\$10.00	
Standard paper copy	\$0.10	per page
Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50	
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)		actual cost
Diskette	\$3.00	
Magnetic tape		actual cost
Data cartridge		actual cost
Tape cartridge		actual cost
Rewritable DC (DC-RW)	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	
Digital video disc (DVD)	\$3.00	
Jaz drive		actual cost
Other electronic media		actual cost
VHS video cassette	\$2.50	
Audio cassette	\$1.00	
Labor Charge		
For programming	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	per hour
Overhead charge	20% of labor charge	
Microfiche or microfilm charge:		
Paper copy	\$0.10	per page
Fiche or film copy		actual cost
Remote document retrieval charge		actual cost
Computer resource charge		
Mainframe	\$10.00	per CPU minute
Midsized	\$1.50	per CPU minute
Client/server system	\$2.20	per clock hour
PC or LAN	\$1.00	per clock hour
Miscellaneous supplies		actual cost
Postage and shipping charges		actual cost
Photographs		actual cost
Maps		actual cost
Other		actual cost
Outsourced/contracted services		actual cost

CITY SECRETARY'S OFFICE - Continue**Fee Amount****Unit****Vital statistics:****Birth certificates:**

Wallet-sized certificate	\$23.00	
Full-sized certified copy	\$23.00	
Pouches-Vital Records	\$2.00	
Remote system issue	\$23.00	

Death certificates:

First copy	\$21.00	
Each additional copy of same certificate	\$4.00	
Plastic pouch for wallet-sized certificates	\$1.00	
Plastic pouch for full-sized certificates	\$2.00	
Searching fee for birth record	\$23.00	
Searching fee for death record	\$21.00	
Burial Transit Permit - Outside City Hall hours	\$25.00	
Burial Transit Permit - tardiness penalty	\$25.00	per additional half hour waiting

Map fees:

Black and White 11 × 17	\$5.00	
Black and White 17 × 24	\$7.00	
Black and White 24 × 36	\$10.00	
Black and White 28 × 40	\$12.00	
Black and White 36 × 48	\$15.00	
Color 8½ × 11	\$4.00	
Color 11 × 17	\$10.00	
Color 17 × 24	\$12.00	
Color 24 × 36	\$14.00	
Color 28 × 40	\$16.00	
Color 36 × 48	\$20.00	

Street use:

Permit		
Plus \$20.00 per office, per hour (minimum two hours)	\$25.00	

Street closure:

Permit	\$50.00	
Barricade deposit	\$100.00	

Game permit:

Coin-operated machine permit, per machine, per year	\$15.00	
Premises license, yearly	\$50.00	

FINANCE	Fee Amount	Unit
Returned check fee (Applies to all departments)	\$35.00	
Check Reissuance Fee (includes stop payment charges)	\$20.00	

UTILITY BILLING	Fee Amount	Unit
Reconnection Fee	\$15.00	
Meter Tested	1 free/year; \$10.00 each thereafter	
Re-read	\$10.00	3rd request
Profile	\$0.10	per page
After Hours	\$10.00	

INFORMATION TECHNOLOGY	Fee Amount	Unit
Badge Replacement	\$7.00	

HUMAN RESOURCES	Fee Amount	Unit
Safety and Accident Prevention Manual (Lost/Stolen/Damage)	\$20.00	

MUNICIPAL COURT (Judicial Record):	Fee Amount	Unit
Warrant service fee	\$50.00	
Standard paper copy	\$0.10	per page
Diskette	\$1.00	
Magnetic tape		actual cost
Data cartridge		actual cost
Tape cartridge		actual cost
Rewritable DC (DC-RW)	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	
Digital video disc (DVD)	\$3.00	
Jaz drive		actual cost
Other electronic media		actual cost
VHS video cassette	\$2.50	
Audio cassette	\$1.00	
Oversize paper copy (not on specialty paper such as mylar, blueprint, blueline, map or photograph)	\$0.50	
Specialty paper		actual cost
Labor Charge		
For programming	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	per hour
Overhead charge	20% of labor charge	
Certified copy	\$2.00	first page
Non-certified copy	\$1.00	first page
each additional page (certified/non-certified)	\$0.25	

FIRE/EMS	Fee Amount	Unit
Annual ambulance permit fee	\$375.00	per company
per inspection	\$25.00	per inspection
ALS1	\$850.00	
ALS2	\$1,050.00	
Mileage (per mile)	\$12.00	
ALS3	\$0.00	
ALS4	\$850.00	
BLS1	\$650.00	
BLS2	\$650.00	
EXT1	\$150.00	
EXT2	\$150.00	
EXT3	\$150.00	
EXTU	\$150.00	
MONI	\$150.00	
NOTR	\$30.00	
	EMS \$50.00 ½ hour	
WAIT	Fire Engine \$150.00 per ½ hour	
Haz-mat response:		
Base rate per incident	\$1,500.00	base rate
Equipment replacement cost	20 percent plus	
Per each firefighter	\$100.00 plus/per firefighter	
Fire prevention:		
Adult day care center, annual/facility	\$75.00	
Child day care center, annual/facility	\$75.00	
Annual health care/nursing home/hospital inspection	\$150.00	
Plan reviews/inspections after normal working hours, per hour, two-hour minimum	\$37.50	
Control burning permit	\$75.00	
Underground/aboveground storage tank inspection:		
Acceptance test 10,000 gallons or less, per tank	\$75.00	
More than 10,000 gallons, per tank	\$112.50	
Aboveground flammable liquid tank permit:		
Temporary A, 90 days	\$75.00	
Temporary B, 180 days	\$112.50	
Temporary C, 1 year	\$187.50	
Automatic hood fire extinguisher test	\$75.00	
New sprinkler system plan review:		
1—200 heads	\$150.00	
201 or more, per head	\$0.75	
over 3,000 heads, maximum	\$2,250.00	
Hydrostatic test on underground/aboveground for sprinkler system, per hour, two-hour minimum	\$75.00	
Fire alarm system test	\$75.00	
Fire alarm modify, per device	\$7.50	
False alarm (after second call/monthly base):		
Commercial	\$300.00	
Residential	\$75.00	
Bonfires	\$300.00	
Fireworks displays	\$300.00	

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

EMS

Code ID	Billing Description	HCPCS	Default System ID	Min Qty	Max Qty	Unit Price	As of date	Unit Price
VERSED	VERSED 5MG/2ML	J2250	Miscellaneous Medication	1	100	10.00		\$ 10.00
MORP	Morphine Sulfate, 10mg	J2270	Miscellaneous Medication	0	99	10.00	11/12/1999	\$ 10.00
NALX	NALOXONE HCL, 1mg, IV	J2310	Miscellaneous Medication	2	99	7.50		\$ 75.00
PROM	Promethazine HCL, 25MG/ML	J2550	Miscellaneous Medication	1	99	2.49		\$ 10.00
DIAZ	Diazepam, 10mg	J3360	Miscellaneous Medication	0	99	5.00	11/12/1999	\$ 50.00
VALM	Valium, 10MG/2ML	J3360	Miscellaneous Medication	0	99	5.00		\$ 50.00
ACTC	ACTIVATED CHARCOAL, 20cc, PO	J3490	Miscellaneous Medication	4	99	3.75		\$ 16.00
ALBU	ALBUTEROL SULFATE .5%	J3490	Miscellaneous Medication	1	99	1.00	11/12/1999	\$ 3.00
ASPI	ASPIRIN 325 MG PO	J3490	Miscellaneous Medication	1	99	1.00	11/12/1999	\$ 2.50
D50W	D50W, 50cc, IV	J3490	Miscellaneous Medication	1	99	17.00		\$ 20.00
	D25W, 10cc IV	J3490		1		8.00		\$ 15.00
DILT	DRUGSDILTIAZEM 25MG (CARDIZEM)	J3490	Miscellaneous Medication	1	100	4.30		\$ 5.00
DOPA	DOPAMINE 40mg IV	J3490	Miscellaneous Medication	1	99	35.00	11/12/1999	\$ 35.00
GLUC	INSTAGLUCOSE 31MG PO	J3490	Miscellaneous Medication	1	99	7.50		\$ 10.00
LIDODRIP	Lidocaine 2G Drip	J3490	Miscellaneous Medication	1	99	35.00	11/12/1999	\$ 35.00
NITR	Nitroglycerin, .4mg, SL	J3490	Miscellaneous Medication	1	99	4.00	11/12/1999	\$ 5.00
NORC	NORCURON 10MG/VIAL	J3490	Miscellaneous Medication	1	100	23.93		\$ 24.00
ROCU	DRUG- ROCURONIUM BROMIDE	J3490	Miscellaneous Medication	1	100	23.93		\$ 24.00
SH20	STERILE H20/SALINE, 2500ml	J3490	Miscellaneous Medication	1	99	15.00		\$ 15.00
SOBI	SODIUM BICARBONATE 50MEQ	J3490	Miscellaneous Medication	1	99	3.00	11/12/1999	\$ 20.00
THIA	THIAMINE, 100mg, IV	J3490	Miscellaneous Medication	1	99	15.00		\$ 15.00
TYLE	TYLENOL CHILDREN PO	J3490	Miscellaneous Medication	1	99	1.00	11/12/1999	\$ 2.50
VERA	DRUG-VERAPAMIL	J3490	Miscellaneous Medication	0	0	5.00		\$ 30.00
SAL1	NORMAL SALINE, 500cc	J7040	IV Supply Charge	1	99	10.00		\$ 10.00
SAL4	STERILE SALINE / FLUSH, 5 cc	J7051	Miscellaneous Medication	1	99	1.00		\$ 1.00
D5W2	D5W, 500cc	J7060	Miscellaneous Medication	1	99	10.00		\$ 15.00
RING	RINGERS LACTATE, 1000cc	J7120	IV Supply Charge	1	99	10.00		\$ 10.00
	EMS / Medical Records			1	1	-		\$ 25.00

Reductions:

Reductions of up to 25% may be provided for prompt payment or for payors in collection with approval by EMS Coordinator and Finance Director

NSF Returned Check Fee - See Finance Section

LIBRARY**Fee Amount****Unit****Late or Lost fees:**

Adult books	\$0.10	per day (\$3 maximum per item)
Children's books	\$0.10	per day (\$3 maximum per item)
Videos/DVD's	\$1.00	per day (\$3 maximum per item)
Cassettes/CD's	\$0.25	per day (\$3 maximum per item)
Audio books	\$0.25	per day (\$3 maximum per item)
Computer or Tablet	\$4.00	per day (\$20 maximum per item)
Hotspot or any other equipment not specified herein	\$4.00	per day (\$20 maximum per item)
Lost or stolen tablet/computer/other piece of equipment	\$300 maximum fee, not to exceed original cost of the item	
Hotspot Replacement fee	\$70.00	
Lost card replacement—First time	\$2.00	
Lost card replacement—Second time	\$3.00	
Lost card replacement—Third time and after	\$5.00	
Maximum fine per item	Cost of item plus \$15.00 processing	
Interlibrary loan fee—Print (\$15.00 maximum)	\$0.25	per day
Interlibrary loan fee—DVD and Other (\$15.00 maximum)	\$1.00	per day
Lost ILL book or item	Lending library costs plus \$20.00 processing	
Black and white printing	\$0.10	per page
Color printing	\$0.50	per page
Black and white copying	\$0.10	per page
Color copying	\$0.50	per page
Document scanning	\$0.25	per page
Local document faxing	\$1.00	per page
Long distance document faxing	\$1.00	per page
3D printing	\$0.10	per gram
3D printing late fee	\$1.00 late fee. Item will become property of the Library if not picked up within 14 days.	

Damage fees:

General Collection Adult Books and A/V Material	Cost of item plus \$15.00 processing
Special Collection Adult Books and A/V Material	Cost of item plus \$25.00 processing
Inter Library Loan Materials	Lending library costs plus \$20.00 processing
Damaged Tablet	Dependent on damage; \$300 maximum fee
Damage to Laptops	Dependent on damage; \$300 maximum fee
Damage to any Equipment not mentioned here in	Dependent on damage; \$200 maximum fee
Damage to Hotspot	Dependent on damage; \$70 maximum fee

Auditorium and meeting room rental fees for the Mayor Eugene A. Braught Memorial Theater:

Auditorium	\$200.00
Auditorium Half Day	\$100.00
Auditorium after hours use	\$300.00
Meeting room	\$100.00
Meeting Room Half Day	\$25.00
Meeting room after hours use	\$200.00
Auditorium/meeting room late cancellation fee	\$50.00
Auditorium or meeting room deposit for damage and overtime (refundable)	\$100.00

PARKS & RECREATION**Current Fees*****Weslaco Service Center:***

	<i>Resident</i>	<i>Non-resident</i>
(Monday—Thursday)	\$200.00	\$250.00
(Friday)	\$500.00	\$600.00
(Saturday or Sunday)	\$600.00	\$650.00
(Sunday partial day 12pm-3pm, 4pm-7pm)	\$200.00	\$250.00

Weslaco Swimming Pool rentals:

	<i>Resident</i>	<i>Non-resident</i>
Rental of two hours	\$225.00	\$250.00
Rental of three hours	\$275.00	\$300.00
Over 50 people: one extra life quart for every 25 people	\$10.00 per hr.	\$10.00 per hr.

Pool classes: Gus and Goldie:

	<i>Resident</i>	<i>Non-resident</i>
Registration of first child	\$25.00	\$30.00
Registration of second child	\$20.00	\$25.00
Family Night/Daily Pool Entrance	\$20.00	\$25.00

Weslaco parks rentals:

	<i>Resident</i>	<i>Non-resident</i>
Pavilions with electricity	\$50.00	\$65.00
Shelters without electricity	\$30.00	\$35.00
Picnic areas no shelter/electricity	\$20.00	\$30.00
Athletic fields without lights	\$75.00	\$90.00
Athletic field with lights	\$100.00	\$135.00
Concession stand	\$60.00	\$75.00
Baseball/Softball field marking per field	\$15.00	\$20.00
Soccer/Football fields w/lights (practice only) 2 hours	\$35.00	\$45.00
Softball/Baseball w/lights (practice only) 2 hours	\$25.00	\$40.00
Soccer/Football fields no lights (practice only) 2 hours	\$20.00	\$40.00
Soccer/Football fields no lights for games	\$150.00	\$200.00
Soccer Field Rental Marking fee per field	\$100.00	\$150.00
Football Field Rental Marking fee per field	\$150.00	\$200.00
Open Space at Pablo G. Peña Park	\$100.00	\$150.00
Open Space at Isaac Rodriguez Park	\$100.00	\$150.00
Open Space at Harlon Block Park	\$100.00	\$150.00
Host 5k at Harlon Block Park	\$100.00	\$150.00

Cemetery:

	<i>Resident</i>	<i>Nonresident</i>
Plots	\$1,000.00	\$1,500.00
Recording fees	\$95.00	\$95.00
Opening/closing (8:00 a.m.—3:00 p.m.)	\$400.00	\$500.00
(after 4:00 p.m. on weekends)	\$600.00	\$700.00
(holidays)	\$600.00	\$700.00
Headstone—Single	\$40.00	\$60.00
Headstone—Double	\$60.00	\$80.00
Cremation	\$200.00	\$250.00

PLANNING & ZONING		Fee Amount	Unit
Processing Fee (tech) for Building Permits, Planning Applications & Health Permits		\$5.00	
Taxicab application each driver		\$25.00	
1st Taxicab license		\$100.00	
Each additional taxicab License		\$50.00	
		\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	
Subdivision platting			
Subdivision review		\$50.00	
Park Fees		\$400.00	per residential lot
		\$250.00	per apartment unit
Subdivision variance fee		\$50.00	per variance
Conditional use permit		\$300.00	
Rezoning		\$300.00	
Board of adjustments		\$250	Plus \$20.00 for each additional variance
Code Enforcement:			
Cleaning of vacant lots		\$0.0125	per square foot
Tree trimming		\$50.00	per home
Building permit fee schedule:			
Facility Inspection		\$25.00	
<u>Commercial construction fees based on Total Valuation:</u>			
\$1000.00 and less		\$25.00	
		\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand of fraction thereof, to and including \$50,000.00	
\$1001.00 to \$50,000.00			
		\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand of fraction thereof, to and including \$100,000.00	
\$50,001.00 to \$100,000.00			
		\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thosudand of fraction thereof, to and including \$500,000.00	
\$100,001.00 to \$500,000.00			
		\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thosudand of fraction thereof	
\$500,001.00 and up			
<u>Residencial construction fees minimum fee based on square footage:</u>			
Single family dwelling, Multi-family,Townhouse, Duplex, residential alterations, additions, storage, and accessory uses attached and detached including decks and balconies, flat work		Permit- \$0.20 per square foot of all floor area under roof. Fee includes 1 drive approach	
Fences new or replacement		Permit\$0.20 per linear foot	
		Permit \$0.10 per square foot, fee is per structure or building	
Residential reroofing and roofing overlay			
Demolition fees:			
Commercial		\$100.00	
Residential		\$50.00	
Accessory structures		\$15.00	
Moving:			
Residential compliance inspection		\$100.00	
Commercial compliance inspection		\$100.00	

PLANNING & ZONING - Continue**Fee Amount****Unit****Special event permit:**

Type I or Type II \$50.00

Electric permit fees:

Electrical building permit \$50.00

Electrical service re-connect fee \$30.00

New Service \$20.00

Temporary Service Pole \$10.00

Temporary Working Clearance \$25.00

Upgrade Service \$10.00

First 42 Circuits \$1.00 each

Next 42 Circuits \$0.50 each

All Circuits above 84 \$0.25 each

Generator \$100.00

Plumbing, fuel/gas permit fees:

Plumbing, fuel/gas permit \$50.00

Small fixtures

(bathtub, drinking fountain, floor sink, floor drain, sink, lavatory, shower, urinal back-flow device assembly, water heater, water treatment, water closet, etc.) \$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)

Large fixtures

(grease trap, waste interceptor, sewer line, water line, gas line, etc.) \$20.00 Water heater

\$100.00 Sewer connection

\$20.00 Water piping

\$50.00 Gas test

\$100.00 Sewer tap

\$30.00 Sprinkler system

\$15.00 Water meter permit fee

\$100.00 Grease trap

Mechanical permit fees:

Mechanical permit \$50.00

Heating & cooling

\$10.00 for the first \$1,000.00 & \$2.00 for each additional \$1,000.00

Tent permit fees:

Temporary tents \$100.00

General fees:

Re-inspection or failed inspection \$45.00

Emergency inspections:

Requested with less than ½ day's notice \$27.00

Overtime \$42.00 per hour

Inspection requested for after 4:30 p.m.
(two-hour minimum plus emergency inspection fee) \$80.00 for two hours

Penalties, work commencing prior to permit issued:

First violation Double permit fee

Second and subsequent violations Four times the permit fee

Other violations (ex. No inspection, concealing work, occupancy without a final, license or registration violation, other code violations as adopted. Each fee is per occurrence or incidence, per day until corrected.

Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of

PLANNING & ZONING - Continue**Fee Amount****Unit*****Penalties, work commencing prior to permit issued:***

First violation	\$200.00
Second violation	\$250.00
Third violation	\$500.00
Fourth violation	\$750.00

Permit extensions:

First extension	\$25.00
Subsequent extension	\$50.00
Permit extension prior to permit expiration date	50% of permit fee

Registration:

Contractor initial fee	\$100.00
Contractor annual renewal fee	\$30.00

Health:

Food service establishment permit	\$150.00	
Seafood markets	\$150.00	
Meat markets	\$150.00	
Meat Packers	\$150.00	
Tortillerias	\$150.00	
Bakeries	\$150.00	
Special events	\$100.00	
Beer and wine on premises (BG)	\$87.50	
Beer and wine off premises (BQ)	\$30.00	
Liquor store (package store) (P)	\$250.00	
Liquor mixed beverage (lounge) (MB) at 3rd year	\$375.00	
City registration	\$10.00	
Delicatessen	\$150.00	
Food handlers	\$10.00	
Food manager's license	\$15.00	
Fruit and vegetable	\$100.00	
Garage sale permit	\$10.00	
Health permit	\$100.00	
Heimlich poster	\$5.00	
Produce	\$75.00	
Public cafeteria	\$150.00	
Reinspection fee	\$25.00	
Retail food establishment	\$150.00	
Temporary permit	\$20.00	per day
Vendor application fee	\$75.00	

Small Cell Network Provider

First Five (5) Network Nodes	\$500.00
Each Additional Node	\$250.00
Per Pole	\$1,000.00

Refunds:

*Refunds must meet the following criteria:

1. No work has started,
2. The permit has not expired,
3. All Refunds must be approved by the Code Enforcement Supervisor
4. Request must be made in writing

*Refunds are refunded at 90 percent of original permit fee less \$25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.

POLICE	Fee Amount	Unit
Fingerprints	\$10.00	
Wrecker permits, annually	\$15.00	
Funeral escort	\$150.00	
Bank escort	\$50.00	
Alarm permits (annual)	\$25.00	
Accident report	\$6.00	
Local police background check	\$10.00	
Certified copy	\$2.00	
Underage drinking; imposing criminal and civil penalties and response cost; providing for codification; severability clause and effective date.		
1st Offense	\$500.00	
2nd Offense	\$750.00	
3rd Offense	\$1,000.00	
Vehicle Abandonment Fee	\$10.00	

PUBLIC WORKS	Fee Amount	Unit
Urban development		
Traffic safety signs:		
30 inches, stop with post	\$200.00	
24 inches, stop with post	\$175.00	
9 × 30 extruded street name with post	\$200.00	
9 × 24 extruded street name with post	\$175.00	
9 × 18 extruded street name with post	\$175.00	
Fire hydrants, blue payment marker	\$75.00	
24" × 30" speed limit sign with post	\$175.00	
18" × 24" "We Love Our Children" sign with post	\$175.00	
<i>Customer service inspection for existing structures:</i>		
Commercial fixtures 1 to 20	\$32.00	
Commercial fixtures 21 to 50	\$42.00	
Commercial fixtures 51 and up	\$120.00	
Residential	\$32.00	

AIRPORT		Fee Amount	Unit
<i>Oil</i>			
Aeroshell W/100 Ashless		\$9.00	
Castrol Aviator AD100 Ashless		\$9.00	
<i>Airport Access Cards</i>			
Access Card		\$10.00	
Replacement Card		\$50.00	
<i>Miscellaneous</i>			
Call out fee		\$50.00	first hour
		\$30.00	every hour after
Call out fee-Customs		\$350.00	first hour
		\$120.00	every hour after
Tug		\$15.00	
GPU/A/C Unit		\$50.00	if less than 150 gallons purchased
Courtesy car (Customer may use car maximum of two hours in the U.S.)		\$35.00	if no fuel is purchased
Tie Down Fees		\$1.00	per night
Hangar Replacement Keys		\$50.00	

ORDINANCE 2019-41

AN ORDINANCE AMENDING ORDINANCE 2018-26, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. APPROVAL. Ordinance 2018-26 passed and approved on September 4, 2018 as "The Master Fee Schedule Ordinance" and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

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

SECTION 2. All other provisions of Ordinance 2018-26 shall remain in full force and effect.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of October 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2836	
From:			
Subject: Discussion and consideration to accept, open, award or reject the sole bid received for Flap Gates (RFB No.: 2018-19-18) and alternate bid of Flap Gate Installations and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Benjamin Worsham		Created/Initiated	
Benjamin Worsham		Approved	
Mike Perez		Final Approval	
City Manager Comments: Award if bid comes in or below estimated engineering project cost.			
Staff Recommendation: Staff recommends acceptance if under budgeted amount.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2837
From:		
Subject: Discussion and consideration to accept, open, award or reject sole bid received for Fill Dirt Sale (RFB No.: 2018-19-17) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: Item is for the sale of the soil removed for the construction of the regional detention facility located on the west side of S. Texas Boulevard (FM88). The facility is Project 8 of Weslaco's Master Drainage Plan.		
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: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2839	
From: Benjamin Worsham			
Subject: Discussion and consideration to select a firm from the Request for Qualifications #2018-19-16 for Pleasantview and 11th Street Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Benjamin Worsham		Approved	
Mike Perez		New	
City Manager Comments: Approve the selection of an engineering firm.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 1, 2019		Agenda Item No. (to be assigned by CSO): 2019-2842
From:		
Subject: Discussion and consideration to award the best qualified, most advantageous respondent to the Request for Proposal for Municipal Audit Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment		
Background: The City desires to engage with an auditing firm to perform audit services in compliance Local Government Code Chapter 103 Section 103.001 and in compliance with GAAP.		
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: Publication was done on the Advance News Journal n September 11 and 18.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Vidal Roman	Created/Initiated	
Vidal Roman	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff will be making a recommendation.		
Attachments, if any:		
Responsibilities upon Approval:		

September 2019
Weslaco Area Chamber of Commerce
Destination Marketing Report

September Advertising		
Item	Description	Cost
Mexico Advertising	De Shopping-Back to School	\$500.00
Convention/Trade Show	Rio Grande Valley Birding Show	\$380.00
Texas/Domestic	Benchmark Billboard	\$3,500.00
Total:		\$4,380.00

Business, Visitor & Events Center	
Approximate # of Guests	555
In State Visitors	24
Out of State visitors	3
Total:	582

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

Other:

- The Chamber has worked with the Weslaco 100 team to provide a billboard wrap on each of the billboards which includes date of the event and title sponsor
- The Chamber is also in collaboration with the Weslaco 100 team on the Christmas parade
- The Chamber celebrates Texas Chamber of commerce week October 14-18

Highlight:

- **Weslaco Business Expo & Job Fair, held September 6, 2019** in partnership with Workforce Solutions, and sponsored by Weslaco EDC and City of Weslaco
 - Total Participants: 251
 - Total Employers: 37
 - Over 50 onsite interviews conducted



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!

September 25, 2019

Alfresco Weslaco

Alfresco Weslaco, was September 19th, in Historic Downtown Weslaco, 6:30 pm to 9:00 pm. The band was Texas Storm and we had 93 vendors showing up for food, arts and crafts. The next Alfresco is October 17th, with a Haunted House!

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

Projects

- Project Light, the lighting of the underpass at Texas Blvd., is going fast to be completed by the Weslaco 100 Committee celebrations in December.
- Call Centers is interested in Weslaco:
 - Will potentially create 300 jobs in the medical field. Communicated with their commercial real estate individual that represents the call center. They are looking at building.
 - Another call center, Information Technology, 150 jobs.
- Following up with companies the EDC met regarding potential investment in Weslaco.

Business Retention

- Texas Enterprise Zone Program (EZIP) of Kapal Cabinet House: The City and EDC should here soon.

Summary of Leads List

Staff is working a total of 63 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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